

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

FEDERAL D. GLOVER, CHAIR, 5TH DISTRICT
KAREN MITCHOFF, VICE CHAIR, 4TH DISTRICT
JOHN GIOIA, 1ST DISTRICT
CANDACE ANDERSEN, 2ND DISTRICT
DIANE BURGIS, 3RD 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,
MAY BE LIMITED TO TWO (2) MINUTES.
A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR.

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

ANNOTATED AGENDA & MINUTES
May 2, 2017

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

Inspirational Thought- *"The journey of a thousand miles begins with one step."* ~ Lao Tzu

Present: John Gioia, District I Supervisor; Candace Andersen, District II Supervisor; Diane Burgis, District III Supervisor; Karen Mitchoff, District IV Supervisor; Federal D. Glover, District V Supervisor

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

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.35 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS (5 Minutes Each)

PRESENTATION recognizing Older Americans Month. (Kathy Gallagher, Employment and Human Services Director)

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

PRESENTATION honoring the Assistance League of Diablo Valley on their 50th Anniversary. (Supervisor Mitchoff)

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

PRESENTATION proclaiming May 2017 as Mental Health Month in Contra Costa County. (Supervisor Glover)

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

DISCUSSION ITEMS

D.1 CONSIDER the County's potential participation in a Community Choice Energy (CCE) program, as directed by the Board of Supervisors at its CCE Workshop on March 28, 2017. (Jason Crapo, Conservation and Development Department)

Don Kalb, Oakland City Council; Dawn Weisz, MCE; Albert Lopez, EBCE; Kevin Hafloff, MCE; David Potovsky, MCE; Justine Parmelee, MCE; Tom Butt, Mayor of City of Richmond and Vice Chair, Board of Directors, MCE; Ben Choi, MCE and City of Richmond; Dan Kalb, EBCE JPA; Darlene Jackson, resident of El Sobrante; Michael P. Cass, City of Concord; Kevin Wilk, resident of Walnut Creek; Bob Simmons, resident of Walnut Creek; Bob Herbst, resident of San Rafael; Robert J. Hayworth, resident of Martinez; Daniel Safran, resident of Pleasant Hill; Steve Larsen, resident of Byron; Harry Thurston, resident of Antioch; Fred Lucero, Richmond Build; Al Nenrub, Local Clean Energy Alliance; Howdy Goudey, resident of El Cerrito; Jim Moita, City of Clayton; Valerie Sauban, resident of Pleasant Hill; Mike Moore, resident of Oakley; Matt Renner, resident of E.Richmond Heights; Jerry F. McDaniel, resident of San Rafael; Maria Gastelumendi, resident of Lafayette; Nancy Rieser, Crockett-Rodeo United to Defend the Environment; Tom Price, resident of Berkeley; Lisa Chang, 350 East Bay; Nadine Peyrucain, CCC LC Council 57; Melissa Yu, Sierra Club; David McLaord, Sierra Club; Daniel Hilsinger, resident of Orinda; Heather Romarin, resident of Pleasant Hill; Carol Weed, Contra Costa Clean Energy Alliance; Shoshana Wechsler, Sunflower Alliance, 350 East Bay; Ann Puntch, resident of Rodeo; Don Tatzin, City of Lafayette; Catherine de Neergaard, Quaker Earthcare Witness; Dave Trotter, Town of Moraga; Alexandar McGee, MCE; Jenna Famular, MCE; Jean Tepperman, Sunflower Alliance; Charles Davidson, resident of Hercules; Shirley Helangaski, Sierra Club; Pello Wialileiz, resident of Pleasant Hill
The following did not speak but left written comments: Beverly Ann Razook, resident of Martinez; anonymous from Pleasant Hill.

CONSIDERED the County's potential participation in a Community Choice Energy (CCE) program, as previously considered at the March 28, 2017 CCE Board Workshop; ACKNOWLEDGED that MCE approved the County's request for an extension of its Inclusion Period deadline to June 30, 2017; and DIRECTED staff to take steps necessary to seek membership in MCE.

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

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

There were no requests to speak at Public Comment.

D. 3 CONSIDER Consent Items previously removed.

There were no items removed for discussion.

D.4 CONSIDER adopting Resolution No. 2017/149 to temporarily close part day, part year Center Based pre-school and Home Based programs, abolish project positions and lay off employees in the Employment and Human Services Department, Community Services Bureau, and in August, 2017 re-establish positions. (Camilla Rand, Community Services Bureau Director)

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

D.5 CONSIDER approving and authorizing the District I Supervisor to execute Neighborhood Transformation Partnership Agreement between Contra Costa County and the City of Richmond, the West Contra Costa Unified School District, the Richmond Community Foundation and the California Emerging Technology Fund, to combine efforts to improve the lives of students attending Lovonya DeJean Middle School (in Richmond) and their families; and appointing the Supervisor to serve on the Leadership Team for the effort. (Supervisor Gioia)

Speakers: Larry Best, California Emerging Technology Fund.

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

D. 6 CONSIDER reports of Board members.

Upon review of the draft brochure produced by the Mental Health Commission, Supervisor Mitchoff found an error in the portion describing the process of interviewing of applicants - Applicants will not meet with Commission staff before meeting with the Supervisor. Staff will contact the Commission for corrections, and this version of the brochure will not be distributed.

Supervisor Andersen notes that the Moraga Canyon bridge is still closed. Moraga Fire Protection District has taken measures to have safety equipment quickly accessible, and Oakland has entered into an agreement to assist the area.

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, Local 1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service Employees International Union Local 2015; 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; Teamsters Local 856.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

There were no reports from Closed Session.

ADJOURN

Adjourned today's meeting at 1:35 p.m.

CONSENT ITEMS

Road and Transportation

C.1 APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute a contract with the City of Orinda to provide right of way services to the City in exchange for payment of the County's actual costs, from March 16, 2017 until the agreement is terminated by either party, as recommended by the Public Works Director. (100% City of Orinda Funds)

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

C.2 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Mark Thomas & Company, Inc., effective May 2, 2017, to extend the term by one year, through December 31, 2019, and increase the payment limit by \$258,000 to a new payment limit of \$1,350,000 to provide additional professional engineering services, including construction support for the Kirker Pass Road Northbound Truck Climbing Lane Project, Concord area. (100% Measure J Transportation Sales Tax Program Funds)

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

C.3 ADOPT Traffic Resolution No. 2017/4453 to prohibit parking at all times, except for those vehicles of individuals with disabilities (blue curb), on a portion of Garretson Avenue (Road No. 1795T), as recommended by the Public Works Director, Rodeo area. (No fiscal impact)

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

C.4 RESCIND Traffic Resolution No. 2007/4254 and ADOPT Traffic Resolution No. 2017/4454 to establish limited timed (two hour) parking on a portion of the north side of Seventh Street (Road No. 1795A), as recommended by the Public Works Director, Rodeo area. (No fiscal impact)

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

C.5 AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with Statewide Construction Sweeping, Inc., in the amount of \$200,000 for the 2017 On-Call Sweeping Services Contract(s) for Various Road Maintenance Work, Countywide. (100% Local Road Funds)

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

C.6 AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with Granite Rock Company in the amount of \$4,254,322 for the Balfour Road Shoulder Widening Project, Brentwood area. (100% Discovery Bay West Mitigation Fees)

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

Special Districts & County Airports

C.7 APPROVE and AUTHORIZE the Director of Airports, or designee, to purchase one used Aircraft Rescue & Firefighting vehicle at a cost not to exceed \$400,000 through either a purchase or a lease/purchase agreement with a maximum term of ten years, as recommended by the Aviation Advisory Committee. (100% Airport Enterprise Fund)

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

Claims, Collections & Litigation

C.8 RECEIVE report concerning the final settlement of Dena Macklin-Bray vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$89,106.44, as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)

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

C.9 DENY claims filed by Lisa Baranco-Smith, Enterprise Damage Recovery Unit, William Fletcher, Sean Fox, J.H., a minor, Alireza Koochakkhani and Taraneh Etemadi, Barbara Ristrem, Kamaria Sanders and Robert Thomas Insalaco and Leslie Lomas.

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

Honors & Proclamations

C.10 ADOPT Resolution No. 2017/153 proclaiming May 2017 as Mental Health Month in Contra Costa County, as recommended by Supervisor Glover.

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

C.11 ADOPT Resolution No. 2017/155 recognizing the month of May 2017 as Older Americans Month, as recommended by the Employment and Human Services Director.

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

Appointments & Resignations

C.12 ACCEPT the resignation of James Araby, DECLARE a vacancy in the Workforce Development Board Workforce #5 seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

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

C.13 APPROVE the medical staff appointment and reappointments, additional privileges, advancements, voluntary resignations, changes to dental privileges, as recommend by the Medical Staff Executive Committee and by the Health Services Director.

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

Intergovernmental Relations

C.14 RECOMMEND to the Board on Geographic Names at the U.S. Geologic Survey to name the hill on which there is an Iwo Jima memorial, Rodeo area, to Suribachi Hill, as recommended by Supervisor Glover. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, 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.15 APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with the City of Brentwood, authorizing the Department of Information Technology to maintain City radio equipment and provide City-requested radio communication services at the rate of \$128 an hour for services performed, plus the cost of any materials and required equipment, for the period July 1, 2017 through June 30, 2018. (100% City of Brentwood funds)

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

C.16 APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$1,300 from NASA@ My Library to provide programs, training and materials at the Pittsburg and Bay Point Libraries, for the period May 1, 2017 through October 31, 2018. (No County match)

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

C.17 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the California Commission on Peace Officer Standards and Training, including full indemnification of the State of California, to pay the County an initial amount of \$110,000 to provide Emergency Vehicle Operations Course instruction for the period July 1, 2017 through June 30, 2018. (100% State)

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

C.18 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept grant funding from Corporation of National and Community Service in an amount not to exceed \$179,493 for the Retired Senior Volunteer Program, for the period September 1, 2017 through March 1, 2018. (\$20,475 match, budgeted)

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

C.19 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the Contra Costa Community College District, to pay the County an amount not to exceed \$631,125, to provide educational course instruction at the Law Enforcement Training Center for the period July 1, 2017 through June 30, 2018. (100% Contra Costa Community College District funds)

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

C.20 APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$55,000 from Sunlight Giving Foundation to provide materials and supplies for an early literacy reading room at the Shields-Reid Community Center in North Richmond, for the period June 1, 2017 through June 30, 2018. (No County match)

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

C.21 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Community Services and Development, to increase the payment limit by \$260,939 to a new payment limit of \$485,589 to provide Community Services Block Grant program services with no change to term of January 1 through December 31, 2017. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, 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.22 RATIFY the County Chief Information Officer's execution of (1) AT&T Master Agreement, dated August 19, 2009, between County and AT&T, (2) AT&T Statement of Work Addendum to Master Agreement, dated July 24, 2014, and (3) Change Order GBS194737-3 to the Master Agreement, dated July 23, 2015, for AT&T Unified Communications Services; and authorize payment under the Master Agreement and supplements in an amount not to exceed \$1,740,000 for the deployment of an AT&T hosted telephone solution, countywide, effective until terminated by either party on not less than thirty (30) days' prior written notice to the other party. (100% Department User Fees)

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

C.23 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Social Service Staffing & Recruiting, Inc., in an amount not to exceed \$640,000 to provide qualified temporary social workers for clients of Children and Family Services programs, for the period July 1, 2017 through June 30, 2018. (10% County; 45% State; 45% Federal)

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

C.24 APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a blanket purchase order with JC Paper Company in the amount of \$399,990 for paper products, for the period August 1, 2017 to July 31, 2019, Countywide (100% Department User Fees)

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

C.25 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment, effective June 1, 2017, with Compass Group USA, Inc. (dba Compass Group Foodservice), to increase the payment limit by \$30,945 to a new payment limit of \$2,735,482 to provide additional home-delivered meals, with no change in the original term of July 1, 2016 through June 30, 2017. (100% State, under Title III C-1 and Title III C-2 of the Federal Older Americans Act of 1965)

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

C.26 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, a contract with Bryan Ristow, M.D., in an amount not to exceed \$1,656,000 to provide cardiology services at Contra Costa Regional Medical Center and Health Centers, for the period June 1, 2017 through May 31, 2020. (100% Hospital Enterprise Fund I)

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

C.27 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a cancellation agreement with Dayana Carcamo-Molina, M.D., for her existing contract, effective at close of business on April 30, 2017 due to a change in the Contractor's legal status; and to execute a new contract with Dayana Carcamo-Molina, M.D., Inc., in an amount not to exceed \$1,220,000 to provide gastroenterology services at Contra Costa Regional Medical Center and Health Centers, for the period May 1, 2017 through July 31, 2019. (100% Hospital Enterprise Fund I)

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

C.28 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Cardinal Health 200, LLC, to increase the payment limit by \$150,000 to a new payment limit of \$249,000, to consolidate various purchase orders with this vendor and for additional medical supplies for Contra Costa Regional Medical Center, with no change in the term of January 1, 2015 through December 31, 2017. (100% Hospital Enterprise Fund I)

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

C.29 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Roche Diagnostics Corp., in an amount not to exceed \$790,148 for reagents and supplies for the Contra Costa Regional Medical Center for the period May 1, 2017 through April 30, 2022. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, 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 East Bay Nephrology Medical Group, Inc., in an amount not to exceed \$700,000, to provide nephrology and internal medicine services for Contra Costa Health Plan members and County recipients, for the period May 1, 2017 through April 30, 2019. (100% Contra Costa Health Plan Enterprise Fund III)

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

C.31 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Panoramic Software, Inc. (PanoSoft), including a Software License Agreement and Software Maintenance Agreement, in an amount not to exceed \$108,000 for hosted public guardian software for the period July 1, 2016 through June 30, 2019. (100% Hospital Enterprise Fund I)

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

C.32 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Office of Communications and Media Director, a purchase order with TV Pro Gear in an amount not to exceed \$115,000 for a cable television production vehicle. (100% Public, Education and Government fees)

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

Other Actions

C.33 APPROVE and AUTHORIZE the County Librarian, or designee, to terminate the Davi Trust and distribute the principal and any accrued interest to the County Library for use in purchasing materials and equipment for the Pittsburg Library. (100% Library fund revenue)

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

C.34 APPROVE and AUTHORIZE changes to the FY 2016/17 Keller Canyon Mitigation Fund Allocation Plan including redirecting \$23,000 from Seminars/Summits to the Ambrose Park Aquatic Center Project; and amending a program scope from "Bay Point Municipal Advisory Committee Operations" to "Bay Point Municipal Advisory Committee Operations and Community Projects", as recommended by the Conservation and Development Director. (No fiscal impact)

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

C.35 ADOPT a policy for the review of compensation agreements submitted to the County, including affected taxing entities governed by the Board of Supervisors, by various cities taking ownership of real property from redevelopment successor agencies throughout the County and DIRECT the County Administrator, or designee, to negotiate compensation agreements with cities upon receipt by the County and return to the Board of Supervisors for approval, as recommended by the Finance Committee. (No immediate fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, 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 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

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

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

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.

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

STANDING COMMITTEES

The **Airport Committee** (Supervisors Karen Mitchoff and Diane Burgis) meets on the fourth Wednesday of the month at 1:30 p.m. at the Director of Airports Office, 550 Sally Ride Drive, Concord.

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

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

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

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

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

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

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

Airports Committee	May 24, 2017	1:30 p.m.	See above
Family & Human Services Committee	May 22, 2017	10:30 a.m.	See above
Finance Committee	May 22, 2017 Cancelled Next meeting TBD	9:00 a.m.	See above
Hiring Outreach Oversight Committee	June 5, 2017	1:00 p.m.	See above
Internal Operations Committee	May 8, 2017	1:00 p.m.	See above
Legislation Committee	May 8, 2017	10:30 a.m.	See above
Public Protection Committee	Special Meeting May 15, 2017	10:30 a.m.	See above
Transportation, Water & Infrastructure Committee	May 8, 2017	9:00 a.m.	See above

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES

A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR

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
CCCPCD (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 (CCCPCD) 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
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: John Kopchik, Director, Conservation & Development Department
Date: May 2, 2017

Subject: Community Choice Energy

RECOMMENDATION(S):

1. CONSIDER the County's potential participation in a Community Choice Energy (CCE) program, as previously considered at the March 28, 2017 CCE Board Workshop
2. ACKNOWLEDGE that MCE approved the County's request for an extension of its Inclusion Period deadline to June 30, 2017;
3. DIRECT staff to either take steps necessary to seek membership in MCE or East Bay Community Energy, defer consideration of participating in a CCE program to a future date, or to take no further action on this subject.

FISCAL IMPACT:

The options of joining MCE or East Bay Community Energy (EBCE), or remaining with existing PG&E service all involve no direct costs to the County.

BACKGROUND:

March 28, 2017 Board Workshop

On March 28, 2017, the Board of Supervisors held a Workshop on Community Choice Energy. The Workshop included a presentation from County staff and the consulting firm MRW & Associates concerning the final version of the Technical Study of Community Choice Energy (CCE) conducted by the County in partnership with the 14 cities

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes: See Addendum

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: June McHuen, Deputy

Contact: Jason Crapo,
925-674-7722

cc:

BACKGROUND: (CONT'D)

>

within the county not currently participating in a CCE program, as well as presentations by representatives from the two existing CCE programs considered in the Technical Study: MCE and EBCE. Refer to the March 28, 2017 Board minutes, item D.1, for the staff report and attachments associated with the Workshop.

At the March 28, 2017 meeting, the Board directed the County Administrator to submit a request to MCE to extend the deadline of its current Inclusion Period from May 31, 2017 to June 30, 2017. On April 4, the County Administrator submitted such a request (Attachment A) to MCE on behalf of the County and 11 cities within the county that asked to be included in the request. On April 17, 2017, MCE responded (Attachment B) to the County Administrator's request and approved an extension of MCE's Inclusion Period deadline to June 30, 2017 for the County and the 11 cities included in the extension request.

The Board made no decisions concerning the County's participation in a CCE program at the March 28, 2017 Workshop, and directed staff to bring this subject back to the Board for further discussion on May 2, 2017.

Outreach Activities

Following the Board's CCE workshop on March 28, 2017, County staff and consultants engaged in additional community outreach on this subject, including presentations to the Brentwood City Council on March 28, 2017 and the Danville Town Council on April 11, 2017.

In addition, the Office of Supervisor Burgis sponsored two Town Hall meetings on this subject in April: one in Tassajara on April 24, 2017 and one in Knightsen on April 27, 2017.

City Updates

The following is an update on the current status of CCE in the 14 cities not currently participating in a CCE program, based on information available to County staff:

Antioch: County staff and consultants provided a presentation to the Antioch City Council on February 14, 2017. No further action has been scheduled.

Brentwood: County staff and consultants provided a presentation to the Brentwood City Council on March 28, 2017. No further action has been scheduled.

Clayton: County staff and consultants provided a presentation to the Clayton City Council on January 17, 2017. The City Council has scheduled another discussion of this topic for its meeting on May 16, 2017.

Concord: The Policy Development and Internal Operations Committee of the Concord City Council has recommended that the City Council seek to join MCE. The City Council will consider this recommendation at its meeting on May 23, 2017.

Danville: The Danville Town Council has considered this topic several times in recent months, and is scheduled to take further action at its meeting on May 2, 2017.

Hercules: The Hercules City Council has not taken action on this topic.

Martinez: The Martinez City Council will be considering this topic at its meeting on May 3, 2017.

Moraga: The Moraga City Council has considered this topic several times in recent months and at its meeting on April 26, 2017 the Council determined to join MCE.

Oakley: The Oakley City Council has considered this topic several times in recent months, and is

scheduled to take further action at its meeting on May 9, 2017.

Orinda: The Orinda City Council has not taken action on this topic.

Pinole: The Pinole City Council will be considering this topic at its meeting on May 16, 2017.

Pittsburg: The Pittsburg Power Company Subcommittee of the Pittsburg City Council has recommended that the City Council seek to join MCE. The City Council will consider this recommendation at its meeting on May 15, 2017.

Pleasant Hill: County staff and consultants provided a presentation to the Pleasant Hill City Council on February 6, 2017. No further action has been scheduled.

San Ramon: The San Ramon City Council will be considering this topic at its meeting on May 9, 2017.

Next Steps

Both MCE and EBCE are currently offering membership to the County and other jurisdictions within Contra Costa County at no charge. Both programs require those jurisdictions seeking membership to complete a number of procedural steps, which include adoption of a resolution and ordinance, no later than June 30, 2017.

County staff estimates it would take roughly six weeks to complete the required procedural steps following direction from the Board to move forward with seeking membership in either MCE or EBCE. The Board's last meeting in June 2017 is on June 20. In addition, several cities within the County have postponed their decisions concerning membership in a CCE program pending a decision by the Board of Supervisors. Therefore, should the Board decide to move forward with seeking membership in either MCE or EBCE during 2017, staff recommends the Board provide such direction to staff at its meeting on May 2, 2017 to allow sufficient time for the County and interested cities to take the required actions necessary to pursue program membership.

CLERK'S ADDENDUM

Don Kalb, Oakland City Council; Dawn Weisz, MCE; Albert Lopez, EBCE; Kevin Hafloff, MCE; David Potovsky, MCE; Justine Parmelee, MCE; Tom Butt, Mayor of City of Richmond and Vice Chair, Board of Directors, MCE; Ben Choi, MCE and City of Richmond; Dan Kalb, EBCE JPA; Darlene Jackson, resident of El Sobrante; Michael P. Cass, City of Concord; Kevin Wilk, resident of Walnut Creek; Bob Simmons, resident of Walnut Creek; Bob Herbst, resident of San Rafael; Robert J. Hayworth, resident of Martinez; Daniel Safran, resident of Pleasant Hill; Steve Larsen, resident of Byron; Harry Thurston, resident of Antioch; Fred Lucero, Richmond Build; Al Nenrub, Local Clean Energy Alliance; Howdy Goudey, resident of El Cerrito; Jim Moita, City of Clayton; Valerie Sauban, resident of Pleasant Hill; Mike Moore, resident of Oakley; Matt Renner, resident of E.Richmond Heights; Jerry F. McDaniel, resident of San Rafael; Maria Gastelumendi, resident of Lafayette; Nancy Rieser, Crockett-Rodeo United to Defend the Environment; Tom Price, resident of Berkeley; Lisa Chang, 350 East Bay; Nadine Peyrucain, CCC LC Council 57; Melissa Yu, Sierra Club; David McLaord, Sierra Club; Daniel Hilsinger, resident of Orinda; Heather Romarin, resident of Pleasant Hill; Carol Weed, Contra Costa Clean Energy Alliance; Shoshana Wechsler, Sunflower Alliance, 350 East Bay; Ann Puntch, resident of Rodeo; Don Tatzin, City of Lafayette; Catherine de Neergaard, Quaker Earthcare Witness; Dave Trotter, Town of Moraga; Alexandar McGee, MCE; Jenna Famular, MCE; Jean Tepperman, Sunflower Alliance; Charles Davidson, resident of Hercules; Shirley Helangaski, Sierra Club; Pello Wialileiz, resident of Pleasant Hill

The following did not speak but left written comments: Beverly Ann Razook, resident of Martinez; anonymous from Pleasant Hill.

***CONSIDERED** the County's potential participation in a Community Choice Energy (CCE) program, as previously considered at the March 28, 2017 CCE Board Workshop; **ACKNOWLEDGED** that MCE approved the County's request for an extension of its Inclusion Period deadline to June 30, 2017; and **DIRECTED** staff to take steps necessary to*

seek membership in MCE.

AGENDA ATTACHMENTS

Attachment A- Letter to MCE Requesting Extension

Attachment B - MCE Extension to June 30 2017

MINUTES ATTACHMENTS

Correspondence Received

County Administrator

County Administration Building
651 Pine Street, 10th Floor
Martinez, California 94553-1229
(925) 335-1080
(925) 335-1098 FAX

David J. Twa
County Administrator

Contra Costa County



Board of Supervisors

John M. Gioia
1st District

Candace Andersen
2nd District

Diane Burgis
3rd District

Karen Mitchoff
4th District

Federal D. Glover
5th District

April 4, 2017

Ms. Dawn Weisz, CEO
Marin Clean Energy
1125 Tamalpais Avenue
San Rafael, CA 94901

Dear Ms. Weisz:

Contra Costa County and cities within the County are considering whether to participate in a Community Choice Energy (CCE) program. MCE is one of the CCE program options under consideration. To ensure that jurisdictions in our County have sufficient time to pursue membership in the program of their choosing, the County requests that MCE extend the deadline of its current inclusion period to June 30, 2017. We would like the extension of time to apply to Contra Costa County as well as the following cities in Contra Costa County that have also expressed interest in having this time extension apply to their jurisdictions as well. List of cities to be included are as follows:

1. Ron Bernal, Antioch
2. Gus Vina, Brentwood
3. Gary Napper, Clayton
4. Valerie Barone, Concord
5. David Biggs, Hercules
6. Brad Kilger, Martinez
7. Bob Priebe, Moraga
8. Bryan Montgomery, Oakley
9. Michelle Fitzner, Pinole
10. Joe Sbranti, Pittsburg
11. June Catalano, Pleasant Hill

Ms. Dawn Weisz, CEO

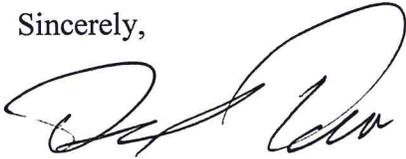
April 4, 2017

Page 2

Please reply to this request as soon as possible. The County Board of Supervisors will give further consideration to participating in a CCE Program at its meeting on May 2, 2017.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Twa". The signature is fluid and cursive, with a large loop at the end.

David J. Twa
County Administrator

cc: Contra Costa County Board of Supervisors
John Kopchik, Director, Conservation & Development
Jason Crapo, Deputy Director, Conservation & Development
Contra Costa County Board of Supervisors
Ron Bernal, City of Antioch
Gus Vina, City of Brentwood
Gary Napper, City of Clayton
Valerie Barone, City of Concord
David Biggs, City of Hercules
Brad Kilger, City of Martinez
Bob Priebe, Town of Moraga
Bryan Montgomery, City of Oakley
Michelle Fitzer, City of Pinole
Joe Sbranti, City of Pittsburg
June Catalano, City of Pleasant Hill



Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Don Tatzin
City of Lafayette

Kevin Haroff
City of Larkspur

Sashi McEntee
City of Mill Valley

Brad Wagenknecht
County and Cities of Napa

Denise Athas
City of Novato

P. Rupert Russell
Town of Ross

Ford Greene
Town of San Anselmo

Arturo Cruz
City of San Pablo

Andrew McCullough
City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

Kevin Wilk
City of Walnut Creek

MCE
1125 Tamalpais Avenue
San Rafael, CA 94901

1 (888) 632-3674
mceCleanEnergy.org

April 17, 2017

Mr. David Twa, County Administrator
Contra Costa County
651 Pine Street, 10th Floor
Martinez, CA 94553-1229

Dear Mr. Twa,

Thank you for your letter requesting an extension to the deadline of MCE's 2017 inclusion period. I am pleased to report the Executive Committee of MCE's Board of Directors approved this request at its most recent meeting on Friday, April 7. Consequently, Contra Costa County and the cities identified in your letter now have until **June 30, 2017** to complete all items necessary for MCE membership consideration. As you may recall, these items were detailed in a letter MCE provided to your staff on November 8, 2016. For your reference, this letter is attached.

MCE's staff and Board Directors are committed to ensuring jurisdictions in your County have the information and support you need to pursue membership in the community choice program of their choosing. We are happy to have been able to accommodate this request, and welcome future opportunities to help Contra Costa communities evaluate their community choice options over the coming months.

If you have any additional questions or concerns, please do not hesitate to get in touch.

Many thanks for your time and consideration,

A handwritten signature in blue ink, appearing to read "Dawn Weisz", with a long, sweeping tail extending to the right.

Dawn Weisz, CEO



Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sioan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Kevin Haroff
City of Larkspur

Brandt Andersson
City of Lafayette

Sashi McEntee
City of Mill Valley

Brad Wagenknecht
County of Napa

Denise Athas
City of Novato

Rupert Russell
Town of Ross

Ford Greene
Town of San Anselmo

Genoveva Calloway
City of San Pablo

Andrew McCullough
City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnelli
Town of Tiburon

Bob Simmons
City of Walnut Creek

1125 Tamalpais Avenue
San Rafael, CA 94901

1 (800) 537-3674
mceCleanEnergy.org

November 8, 2016

**John Kopchik, Director of Conservation and Development
Contra Costa County
30 Muir Road
Martinez, CA 94553**

Dear Mr. Kopchik:

As you may be aware, MCE is currently serving customers in many jurisdictions of Contra Costa County with clean electricity choices at competitive rates for customers. We have been in touch with staff representatives from the County and we are familiar with the technical study currently underway to consider community choice options in other parts of the county not currently served. As part of this process MCE has been asked to clarify what the cost and process would be for new jurisdictions interested in joining MCE.

To respond to this request the MCE Board recently held a Special Meeting to discuss the inclusion process and costs for new jurisdictions within the borders of Contra Costa County. We are pleased to inform you that our Board has approved a six-month "inclusion period" that would allow no-cost membership consideration if your membership application is completed between December 1, 2016 and May 31, 2017.

Membership application requirements are attached here and include the following:

- Adoption of a resolution requesting membership
- Adoption of the ordinance required by the Public Utilities Code Section 366.2(c) (10)
- Executed Memorandum of Understanding
- Signed request for load data from PG&E
- County assessor data for all building stock in jurisdiction
- Designation of a staff person from your county to serve as a liaison to MCE

If you are interested in submitting a membership application please notify Alex DiGiorgio, MCE's Community Development Manager, and he will assist you with any questions you may have as you complete the checklist. You can reach Alex by email at: adiorgio@mcecleanenergy.org or by phone at: 415-464-6031.

Please note that (1) adoption of your Ordinance to join MCE will be subject to approval by the MCE Board, and (2) MCE will conduct an economic feasibility analysis prior to approving membership. Also, if membership is approved, timing of procurement and customer enrollment would be determined by the MCE Board. We will remain in close contact with your county about the most likely target dates for each process.

To streamline communications and policy setting, participating jurisdictions may consolidate voting representation on the MCE Board. If you choose this option, the selected representative would have a weighted vote based on the combined customer load of all the jurisdictions which voted to consolidate.

We are happy to meet with you or your council to answer questions or provide additional information. We look forward to the opportunity to work with you on your membership application for MCE service. Please let me know if we can be of any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn Weisz", with a long, sweeping underline that extends to the right.

Dawn Weisz
CEO

ENERGY & SUSTAINABLE DEVELOPMENT

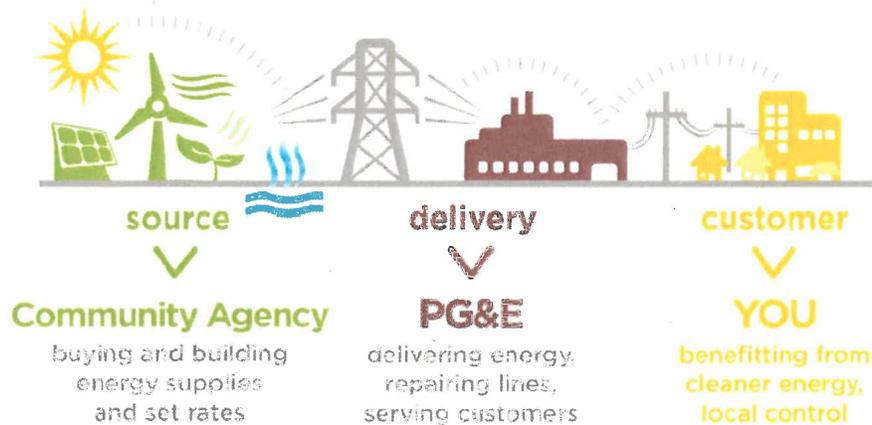
Office of Energy and Sustainable Development

Community Choice Energy (CCE)

Community Choice Energy (CCE) allows public agencies to purchase electricity on behalf of customers, as an alternative to investor owned utilities (like PG&E). The goal of a CCE (which is also called community choice aggregation or CCA) is to provide cleaner, greener, and more local electricity to customers.

Alameda County voted to create a local CCE: **East Bay Community Energy**. East Bay Community Energy (EBCE) will be a community-governed power supplier that will provide clean, renewable electricity to residents and businesses. Berkeley City Council approved joining East Bay Community Energy on Tuesday, November 1, 2016.

Under EBCE, PG&E will continue to maintain the power grid and respond to outages. Customers would also have a choice of how green of power they want to purchase or whether to continue to purchase power directly from PG&E by opting out EBCE.



Other Local CCAs

- **Marin Clean Energy** Marin Clean Energy (MCE) was launched in May 2010 as California's first Community Choice Aggregation program. It serves Marin County, unincorporated Napa County, Richmond, El Cerrito, San Pablo, and Benicia customers.
- **Sonoma Clean Power** serves Sonoma County
- **CleanPowerSF** serves San Francisco starting in 2016

Resources:

- [East Bay Clean Energy](#)
- [East Bay Clean Energy brochure](#)
- [Alameda County CCA Frequently Asked Questions](#)
- [City of Berkeley Council Meeting Worksession - Presentation from Alameda County on East Bay Community choice Aggregation Program November 1, 2016](#)
- [City of Berkeley City Council Report November 1, 2016](#)
- [Alameda County Status Update for City of Berkeley April 5, 2016](#)
- [Considerations for the City of Berkeley \(Berkeley Energy and Climate Institute\) June 22, 2016](#)
- [Community Choice Energy bilingual trifold](#) compiled by [Berkeley Climate Action Coalition's Community Choice Energy Working Group](#) and the Ecology Center

Back to [Energy and Sustainable Development homepage](#)

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Office of Energy and Sustainable Development, 1947 Center Street, 1st Floor, Berkeley, CA 94704

Questions or comments? Email: sustainability@cityofberkeley.info Phone: (510) 981-7465

(510) 981-CITY/2489 or 311 from any landline in Berkeley

TTY: (510) 981-6903

April 26, 2017

Contra Costa County Board of Supervisors
ATTN: Clerk of the Board
651 Pine St., Room 106
Martinez, CA 94553

Re: Community Choice Energy (CCE) and MCE Clean Energy (5/2 Board Meeting)

To the Contra Costa County Board of Supervisors:

As a nonprofit serving businesses directly and serving the county on the Business and Economic Development Committee of the Contra Costa Workforce Development Board, we would like to applaud your formal consideration of MCE Clean Energy (MCE) as the CCE provider.

We have been working with MCE for the past few years. Their commitment to engaging our full community, especially those traditionally more underserved, is to be commended. They are culturally sensitive and send teams whose language skills ensure it will be an inclusive experience. As an EDC, we appreciate seeing our businesses and residents benefit from choices of cleaner energy. No matter the election of green or deep green, our community has seen financial benefit. There is also the benefit we receive in having a choice, and being able to elect an electricity provider most aligned with whatever values are espoused.

The City of San Pablo has been happy with embracing CCE given the broad, positive community response and engagement. Thank you for your consideration to allow Contra Costa County residents with a choice of electricity providers. We are pleased at the Board of Supervisors initiative to look at feasible steps that may be taken to minimize climate change. The County would be joining many East Bay cities with this choice.

Our experience with MCE is that it offers a multi-talented staff who are respectful in their approach and thorough in the education of consumers regarding energy choice. They have partnered with our EDC multiple times to conduct education outreach and business surveys. My staff have consistently spoken to their professionalism and the positive community reaction.

We hope the Board of Supervisors will take the next important step in providing Contra Costa County residents with a choice of electricity providers.

Best regards,



Leslay Choy
General Manager, San Pablo EDC

Rebecca Milliken
1236 Norvell St
El Cerrito, CA 94530

April 27, 2017

Clerk of the Contra Costa Board of Supervisors
651 Pine St
Martinez, CA 94553

RE: May 2, 2017 Agenda Item D1: Community Choice Energy -- Recommendation for Marin Clean Energy

Dear Contra Costa Board of Supervisors,

As an El Cerrito resident who has been participating in Marin Clean Energy (MCE) since 2015, I am delighted that the County has been actively exploring Community Choice Energy (CCE). The benefits of CCE -- cleaner electricity, stable and lower rates, local representation and control, consumer choice, reduction in greenhouses gases, local development of renewables, and local jobs -- are numerous.

As you consider whether to join MCE or East Bay Community Energy (EBCE), I write to share my own personal experiences as an MCE customer. Additionally I serve on the El Cerrito Environmental Quality Committee and have had several opportunities to partner with MCE in community outreach and education programs and initiatives.

Well before enrollment began in El Cerrito, MCE engaged with city staff and community leaders to develop an thorough and inclusive outreach plan that identified community, business and religious organizations, city commissions and boards, homeowner's associations, public and private schools, senior centers, and large employers, as well as community events. MCE also identified groups that work with residents who are non-native English speakers. MCE offered to present to any group - large or small - that would host them. Due to MCE's intensive outreach and education, El Cerrito benefitted from a low opt-out rate, and a high opt-up (to 100% renewable) rate. I am aware that through El Cerrito's participation in MCE, the city has made significant gains in reaching its Climate Action Plan goals.

Personally, as a homeowner who can not afford rooftop solar at this time, I appreciate that I can choose MCE's Deep Green 100% renewable service for only a penny more per kilowatt hour (which equates to only a few dollars more per month for my household) and support my city's efforts to reduce greenhouse gases. I also value that half of the revenue from the Deep Green premium is funding the development of local renewable energy projects, using local labor. In February I was fortunate to attend the ribbon

MCE Clean Energy

My community. My choice.

Kathrin Sears, Chair
County of Marin

May 1, 2017

Tom Butt, Vice Chair
City of Richmond

Contra Costa County Board of Supervisors
651 Pine Street
Martinez, CA 94553

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Dear Supervisors:

Sloan C. Bailey
Town of Corte Madera

MCE wishes to restate its commitment and enthusiasm for bringing local well-paying jobs and clean technology to Contra Costa County through membership in MCE. We are committed to Greenhouse Gas reductions through renewable energy and local workforce benefits.

Greg Lyman
City of El Cerrito

We are committed to:

Barbara Coler
Town of Fairfax

Well-Paying Local Jobs and Union Labor

Don Tatzin
City of Lafayette

We commit to creating local well-paying jobs and supporting the building trades through prevailing wage, local, and union labor. To demonstrate this we have used union trades for projects completed and in the works, including IBEW Locals 302 and 1245, Laborers Local 324, Pipefitters and Steamfitters Local 342, and we use Contra Costa based companies like Overaa Construction (Richmond), Net Electric (Richmond), Newtron Group (Martinez), Contra Costa Electric (Martinez) and Goebel Construction (Richmond).

Kevin Haroff
City of Larkspur

Sashi McEntee
City of Mill Valley

Brad Wagenknecht
County and Cities of Napa

Denise Athas
City of Novato

We have agreed to sign the standard seven-trade Project Labor Agreement (PLA) presented to MCE by the Contra Costa Building and Construction Trades Council along with a Local Hire Agreement with the goal that all projects in Contra Costa County will hire 50% qualified Contra Costa residents.

P. Rupert Russell
Town of Ross

Ford Greene
Town of San Anselmo

Arturo Cruz
City of San Pablo

Local Development along the Northern Waterfront and Countywide

We commit to support renewable energy generation and energy storage projects in underutilized sites along the Northern Waterfront and we commit to identify locations along the Northern Waterfront where clean technology can be used to support our energy supply. With a strong financial track record, and deep energy sector relationships, we are in a healthy position to help get local renewable and energy storage projects off the ground and successfully completed. We commit to exploring the many sites available for this clean technology and see them as an excellent tool to help revitalize the Northern Waterfront and other appropriate sites around the County.

Andrew McCullough
City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

Kevin Wilk
City of Walnut Creek

MCE
1125 Tamalpais Avenue
San Rafael, CA 94901

1 (888) 632-3674
mceCleanEnergy.org

Clerk of the Board

From: Gregory Meronek
Sent: Friday, April 28, 2017 4:05 PM
To: Clerk of the Board
Cc: Koppman Norton, Julia
Subject: Selection of Marin Clean Energy

Dear Supervisors -

My name is Gregory Meronek. I am the chair of the City of Lafayette 's Environmental Task Force. It is my understanding that on May 2 the Board plans to vote on whether to choose Marin Clean Energy (MCE) as the county's community choice aggregation provider. I thought I might be able to offer some comments and observations regarding our selection of MCE for Lafayette.

As you know, after extensive research and discussion, Lafayette last year chose MCE to be it's provider. The program was rolled out last September /October and implementation has been smooth. We currently have a participation rate slightly over 89%, and our experience working with MCE to date has been very positive.

The following are some of the factors we took into consideration in choosing MCE:

- MCE was up and running, with experienced staff and a proven track record. The time frame for when other CCA options might commence operations was uncertain.
- MCE had known rates, programs, governance and timing of onboarding.
- we felt that other CCA providers that were still in the planning stages could pose problems if they tried to add new jurisdictions before they themselves were off the ground.
- we were concerned that having Contra Costa split between different providers might confuse customers and hinder service.
- we felt that MCE's governing structure was such that it would ensure Contra Costa 's interests would be properly represented.

In sum, we felt that the best fit was with MCE, especially since one of our goals was to get actively involved in a program in the most timely manner possible. Our experience with MCE to date has been very good, and we highly recommend them

Thank you for your consideration of this matter.

Sincerely,
Gregory Meronek

Clerk of the Board

From: Leslay Choy
Sent: Wednesday, April 26, 2017 2:46 PM
To: Clerk of the Board
Subject: Letter of Support for MCE
Attachments: Scanned from a Xerox Multifunction Printer.pdf

On behalf of the San Pablo EDC, I am pleased to submit this letter of support for the Board of Supervisor's review ahead of the May 2nd meeting when CCE is on the agenda.

Best regards,
Leslay

Leslay Choy, General Manager
San Pablo Economic Development Corporation
LeslayC@sanpabloedc.org
www.sanpabloedc.org
D: 510-215-3201
C: 510-928-0186
13830 San Pablo Avenue, Suite D
San Pablo, CA 94806
Office hours: Monday through Thursday, 8:00 AM to 6:30 PM.



April 26, 2017

Contra Costa County Board of Supervisors
ATTN: Clerk of the Board
651 Pine St., Room 106
Martinez, CA 94553

Re: Community Choice Energy (CCE) and MCE Clean Energy (5/2 Board Meeting)

To the Contra Costa County Board of Supervisors:

As a nonprofit serving businesses directly and serving the county on the Business and Economic Development Committee of the Contra Costa Workforce Development Board, we would like to applaud your formal consideration of MCE Clean Energy (MCE) as the CCE provider.

We have been working with MCE for the past few years. Their commitment to engaging our full community, especially those traditionally more underserved, is to be commended. They are culturally sensitive and send teams whose language skills ensure it will be an inclusive experience. As an EDC, we appreciate seeing our businesses and residents benefit from choices of cleaner energy. No matter the election of green or deep green, our community has seen financial benefit. There is also the benefit we receive in having a choice, and being able to elect an electricity provider most aligned with whatever values are espoused.

The City of San Pablo has been happy with embracing CCE given the broad, positive community response and engagement. Thank you for your consideration to allow Contra Costa County residents with a choice of electricity providers. We are pleased at the Board of Supervisors initiative to look at feasible steps that may be taken to minimize climate change. The County would be joining many East Bay cities with this choice.

Our experience with MCE is that it offers a multi-talented staff who are respectful in their approach and thorough in the education of consumers regarding energy choice. They have partnered with our EDC multiple times to conduct education outreach and business surveys. My staff have consistently spoken to their professionalism and the positive community reaction.

We hope the Board of Supervisors will take the next important step in providing Contra Costa County residents with a choice of electricity providers.

Best regards,



Leslay Choy

General Manager, San Pablo EDC

Clerk of the Board

From: Justine Blanchet
Sent: Monday, May 01, 2017 9:19 PM
To: Supervisor Candace Andersen; Supervisor_Burgis; SupervisorMitchoff; District5; John_Gioia
Cc: Clerk of the Board
Subject: 5/2 Contra Costa County Decision on Community Energy

Dear Contra Costa County Supervisors and Clerk of the Board:

I am writing to express my support for MCE and share my experience of how their work is positively impacting Bay Area cities and our planet every day. I hope you will consider this input as you make a decision tomorrow that has long term implications for the entire county.

I have had the opportunity to work directly with MCE and see how the organization pushed through obstacles, trail blazing for other CCA/CCE. Over time I have seen the organization bloom into a financially solid and community-oriented entity with an excellent track record of success in delivering renewable energy. I have also seen first hand the passion MCE staff inject in promoting renewable energy and ensuring that ALL communities are represented and benefit from their programs. For example, MCE supports multiple local nonprofits and businesses doing good work including in traditionally underserved communities.

I believe MCE's collaborative and community focused approach as well as their long term vision and financial wisdom have contributed to their success and I would hope that you would vote in favor of this proven approach.

Finally, I want to stress the importance of taking action NOW; our environment cannot wait on politics.

I thank you for your time and consideration and hope you will vote in the best interest of your constituents and our planet.

Sincerely,
Justine



City Council

Mike Anderson, Mayor
Don Tatzin, Vice Mayor
Cameron Burks, Council Member
Mark Mitchell, Council Member
Ivor Samson, Council Member

May 1, 2017

The Honorable Board of Supervisors
Contra Costa County
651 Pine Street, Room 107
Martinez, CA 94553

Dear Honorable Board of Supervisors:

The City of Lafayette went through an extensive review process before electing to join MCE Clean Energy's Joint Powers Authority (JPA).

MCE Clean Energy is an established JPA with a representative governance structure, has the capacity and willingness to expand to other communities in Contra Costa County, has a goal of maintaining competitive rates to PG&E, and is committed to increasing renewable electricity generation targets.

Throughout the duration of the selection process, the enrollment period, and continued communications with MCE, the City of Lafayette has had a very positive experience working with MCE and urges the County to move forward with greener energy through MCE Clean Energy.

Sincerely,

A handwritten signature in black ink, appearing to be "al" followed by a horizontal line.

Mike Anderson
Mayor

SEARCH:

Contra Costa County Should Unite Behind Marin Clean Energy

By Tom Butt

Email

Tweet

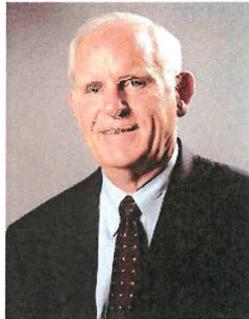
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Print

submit

On May 2, the Contra Costa Board of Supervisors has a choice to make regarding which local, clean energy agency it will join to power homes and businesses in unincorporated parts of the county.

The choice is between the well-established MCE (originally known as Marin Clean Energy) and East Bay Community Energy (EBCE), the Alameda County-based startup. It is presumed that many Contra Costa cities will quickly follow the County's lead as they decide between MCE and EBCE in the next couple of months.



Tom Butt

As mayor of Richmond, and vice-chair of MCE, California's first community choice energy (CCE) agency, I hope the Board of Supervisors will make the logical choice to select MCE. In doing so, Contra Costa would join five existing MCE members — Richmond, San Pablo, El Cerrito, Lafayette and Walnut Creek, to bring competitively-priced renewable energy to the rest of the county.

Energy is not called "power" by coincidence. Since Richmond joined MCE in 2013, ratepayers in our city have benefited from lower rates, more energy choices, local job-creating renewable energy projects, higher rebates for surplus energy generated by home solar systems and, most importantly, a seat at the energy policy table.

MCE has a proven track record of success when it comes to navigating the complexities of California's energy markets. MCE customers, including all taxpayers, have saved millions of dollars while reducing carbon emissions compared to PG&E.

Better still, MCE customers have generated or saved millions of dollars more through MCE's innovative rooftop solar policies, energy efficiency, and other customer programs. For example, MCE paid its own solar customers over a million dollars for the surplus energy they generated last year.

Meanwhile, MCE is bringing on line local renewable energy projects in Marin, Contra Costa and Napa counties while steadily building its financial reserves, currently at \$50 million. MCE's established credit profile makes possible larger and more nimble investments in local energy generation. By contrast, emerging CCE programs, like Alameda County's EBCE, will need time to develop their credit history and feasibility.

Since MCE began serving a handful of Marin customers in 2010, it has expanded to include all of Marin and Napa counties, five cities in Contra Costa County and the City of Benicia. With CCEs now forming up and down California, MCE is still considered the gold standard and the model that new CCEs emulate. MCE has used this experience to help others, having actively supported Sonoma, San Francisco, San Mateo, Alameda and many other sister CCEs.

While I'm optimistic about the prospects of new CCEs, California's energy markets are notoriously complex, and wholesale electricity rates have already dropped to historic lows. New entrants and enterprising local governments would be wise to follow MCE's "walk-before-you-run" approach. Both Sonoma and Marin were operational for at least two years before they began including new communities. These agencies mitigated risks by growing gradually and learning from experience.

LABORERS' INTERNATIONAL UNION of NORTH AMERICA, Local 324

15

RANDY Le MOINE
Business Manager/Secretary/Treasurer



April 19, 2017

Contra Costa County Board of Supervisors
651 Pine St.
1st Floor, Rm 106
Martinez, CA 94553

Re: MCE's Support for Union Labor in Contra Costa and Beyond

To the Board of Supervisors,

I am writing to express support for the work MCE is doing to support Union Labor in our community and in California. **Laborers Local 324** is a union labor organization that performs a multitude of work in connection with clean energy. **Laborers** pour concrete, hand dig trenches, lay pipe and conduit, backfill, install and assemble Photovoltaic racking systems and install and mount solar modules. **Laborers Local 324** and its affiliates have thousands of members that work on clean energy projects like the upcoming **MCE Solar One** project.

In addition to our direct work with MCE, it is important to us that MCE also has a portfolio of 22 contracts for renewable energy across California, 9 of them are within MCE's service territory. Many union jobs have been created by MCE's projects including jobs for these sister unions:

- Ironworkers Local 155
- HVAC Local 228
- IUOE Local 3
- Laborers Local 261
- IBEW Local 1245
- IBEW Local 100
- IBEW Local 125

Antioch Office

1005 Fitzuren Road
Antioch, CA 94509
(925) 522-0006 Office
(925) 522-0008 Fax

Martinez Main Office

611 Berrellesa Street
Martinez, CA 94553
(925) 228-0930 Office
(925) 370-1586 Fax

Richmond Office

101 South 12th Street
Richmond, CA 94804
(510) 234-1069 Office
(510) 234-0932 Fax

Santa Rosa Office

81 Barham Ave/PO Box 5438
Santa Rosa, CA 95402
(707) 542-1107 Office
(707) 542-6113 Fax

Fairfield Office

4727 Mangels Blvd
Fairfield, CA 94534
(707) 643-7214 Office
(707) 643-3047 Fax

Combined, MCE's renewable projects have supported more than 2,800 California jobs and created 1.2 million tracked and verified union labor hours. MCE's sustainable workforce policy outlines support for local businesses, union members, training and apprenticeship programs, and support for green and sustainable businesses. MCE has also honored member city requests for local hire requirements, ensuring that local community members have a pathway to apprenticeships and union jobs.

For all of these reasons we strongly encourage you to join MCE to become part of their strong, proven track record of success in creating more union jobs, and supporting fair wages and job pathways in our community.

Respectfully,



Randy LeMoine
Laborers Local 324
Business Manager / Secretary Treasurer



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 2, 2017

Subject: Lay off Employees and Abolish and Restore Position in the EHSD/CSB Part-Day, Part-Year Programs

RECOMMENDATION(S):

ADOPT Resolution No. 2017/149 to: A) APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to temporarily close the part-day, part-year Head Start Center Based Pre-School Program, and the Home Based Program during the low enrollment summer period effective the close of business day May 12, 2017. B) ABOLISH project positions and lay off employees in the Employment and Human Services Department, Community Services Bureau as specified in Attachment A-1, effective the close of business day May 12, 2017. C) Re-establish positions as specified in Attachment A-2, effective August 21, 2017.

FISCAL IMPACT:

Upon approval there will be no fiscal impact. The fiscal year funding received anticipates the closure of the part-day, part-year Center Based and the Home Based Programs during the summer months. The closure of the part day, part year Head Start Center Based Pre-School Program and the Home Based Program is scheduled in the operation of the child care program and the savings from the closure are incorporated in the Employment and Human Services Department, Community Services Bureau's fiscal year budget.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

Contact: Reni Radeva (925) 681-6321;
rradeva@ehsd.cccounty.us

By: June McHuen, Deputy

cc: Reni Radeva

BACKGROUND:

The Head Start Center Based and the Home Based Programs operate on a nine-month schedule. Teacher-Project and Early Childhood Educator-Project positions, funded through the Administration for Children and Families grant, will be eliminated by the close of business day May 12, 2017 through August 20, 2017.

In order to keep expenditures within the available funding and keep staffing at the level necessary for efficient operations, it is necessary to abolish the positions described in Attachment A-1 on the date indicated. Positions required to support Center Based and Home Based programs for the 2017-2018 program year will be re-established August 21, 2017 as indicated on Attachment A-2.

Incumbents of the positions proposed to be eliminated were hired as part-year teachers and/or have bid into these part-year slots. They are aware of the summer closures and employment opportunities are available due to the re-establishment of the positions when the new school year starts.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to close the part-day, part-year Center Based and Home Based programs during the summer months of 2017 will result in a fiscal deficit for the Employment and Human Services Department, Community Services Bureau.

CHILDREN'S IMPACT STATEMENT:

The five outcomes established by the Children's Report Card: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a Health Quality of Life for Children and Families are supported. Employment and Human Services/Community Services Bureau part-day, part-year Head Start pre-school and home based programs support all the listed outcomes.

AGENDA ATTACHMENTS

Resolution No. 2017/149

Positions to be abolished and restored

MINUTES ATTACHMENTS

Signed Resolution No. 2017/149

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

Adopted this Resolution on 05/02/2017 by the following vote:

John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

AYE: 5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2017/149

In The Matter Of: Abolishing positions, laying off and re-appointing certain County Employees in the Employment and Human Services Department, Community Services Bureau's Head Start Center Based and Home Based programs

WHEREAS, the Board has considered the financial impact on the county departments of reduced funding and increased funding requirements, and has considered the position and staff reduction/retention plans submitted by departments; and, WHEREAS, the department will temporarily close the part-day, part-year Head Start Center Based and Home Based Program, abolish positions, restart the programs and add the positions at a later date; and, WHEREAS, the Department Head has issued layoff or displacement notices, as the case may be, and has begun giving notice to the affected employees of the Board's action; and, WHEREAS to the extent that the subjects of this Resolution are within the scope of representation pursuant to the Meyers-Milias Act (Government Code Section 3500 et seq.), this Board has offered to meet with recognized employee organizations upon request concerning this resolution.

Now, Therefore, Be It Resolved: 1. The positions set forth in the attached list A-1 will be abolished and the employees laid-off. List A-1 is incorporated herein by reference, and said positions are hereby abolished, effective on the date indicated.

2. The positions set forth in the attached list A-2 will be re-established. List A-2 is incorporated herein by reference, and said positions are hereby re-established, effective on the date indicated.

3. The Employee Relations Officer shall give notice of this Resolution to all recognized employee organizations representing employees impacted by this action.

4. Recognized employee organizations may submit to the Employee Relations Officer written request to meet and confer on specific proposals with respect to this Resolution and/or resulting layoffs. This authorization and direction is given without prejudice to the Board's right to reduce or terminate the operations and services of the County and of districts governed by this Board and to eliminate classes of employees or positions, as these decisions involve the merits, necessity, or organization of services or activities of the County and districts governed by the Board and are not subject within the scope of representation.

I hereby certify that this 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: Reni Radeva (925) 681-6321;
rradeva@ehsd.cccounty.us

ATTESTED: May 2, 2017

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

By: June McHuen, Deputy

cc: Reni Radeva

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 05/02/2017 by the following vote:

John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

AYE: 5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2017/149

In The Matter Of: Abolishing positions, laying off and re-appointing certain County Employees in the Employment and Human Services Department, Community Services Bureau's Head Start Center Based and Home Based programs

WHEREAS, the Board has considered the financial impact on the county departments of reduced funding and increased funding requirements, and has considered the position and staff reduction/retention plans submitted by departments; and, WHEREAS, the department will temporarily close the part-day, part-year Head Start Center Based and Home Based Program, abolish positions, restart the programs and add the positions at a later date; and, WHEREAS, the Department Head has issued layoff or displacement notices, as the case may be, and has begun giving notice to the affected employees of the Board's action; and, WHEREAS to the extent that the subjects of this Resolution are within the scope of representation pursuant to the Meyers-Milias Act (Government Code Section 3500 et seq.), this Board has offered to meet with recognized employee organizations upon request concerning this resolution.

Now, Therefore, Be It Resolved: 1. The positions set forth in the attached list A-1 will be abolished and the employees laid-off. List A-1 is incorporated herein by reference, and said positions are hereby abolished, effective on the date indicated.

2. The positions set forth in the attached list A-2 will be re-established. List A-2 is incorporated herein by reference, and said positions are hereby re-established, effective on the date indicated.

3. The Employee Relations Officer shall give notice of this Resolution to all recognized employee organizations representing employees impacted by this action.

4. Recognized employee organizations may submit to the Employee Relations Officer written request to meet and confer on specific proposals with respect to this Resolution and/or resulting layoffs. This authorization and direction is given without prejudice to the Board's right to reduce or terminate the operations and services of the County and of districts governed by this Board and to eliminate classes of employees or positions, as these decisions involve the merits, necessity, or organization of services or activities of the County and districts governed by the Board and are not subject within the scope of representation.

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

ATTESTED: May 2, 2017

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

By: June McHuen, Deputy

Contact: Reni Radeva (925) 681-6321;
rradeva@ehsd.cccounty.us

cc: Reni Radeva

ATTACHMENT A-1

RESOLUTION NO.

CONTRA COSTA COUNTY
POSITIONS TO BE ABOLISHED
Effective: May 12th, 2017

DEPARTMENT: Employment and Human Services

<u>Pos #</u>	<u>Classification</u>	<u>Class Code</u>	<u>Org #</u>	<u>FT/PT</u>	<u>Vacant/Filled</u>
16130	Early Childhood Educator	9MW4	1419	FT	Filled
16643	Teacher	CJN1	1458	FT	Filled
16645	Teacher	CJN1	1427	FT	Filled
16646	Teacher	CJN1	1457	FT	Filled
16649	Teacher	CJN1	1438	FT	Filled
16650	Teacher	CJN1	1458	FT	Filled
16654	Teacher	CJN1	1422	FT	Filled
16656	Teacher	CJN1	1458	FT	Filled
16657	Teacher	CJN1	1438	FT	Filled
16659	Teacher	CJN1	1422	FT	Filled
6751	Teacher	CJN1	1457	FT	Filled
16663	Master Teacher	CJT1	1427	FT	Filled
16664	Master Teacher	CJT1	1417	FT	Filled
12203	Master Teacher	CJT1	1458	FT	Filled

ATTACHMENT A-2

RESOLUTION NO.

CONTRA COSTA COUNTY
POSITIONS TO BE ESTABLISHED
Effective: August 21st, 2017

DEPARTMENT: Employment and Human Services

Pos #	Classification	Class Code	Org #	FT/PT
	Early Childhood Educator	9MW4	1419	FT
	Teacher	CJN1	1458	FT
	Teacher	CJN1	1427	FT
	Teacher	CJN1	1457	FT
	Teacher	CJN1	1438	FT
	Teacher	CJN1	1458	FT
	Teacher	CJN1	1422	FT
	Teacher	CJN1	1458	FT
	Teacher	CJN1	1438	FT
	Teacher	CJN1	1422	FT
	Teacher	CJN1	1457	FT
	Master Teacher	CJT1	1427	FT
	Master Teacher	CJT1	1417	FT
	Master Teacher	CJT1	1458	FT



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: May 2, 2017

Subject: Neighborhood Transformation Partnership Agreement

RECOMMENDATION(S):

AUTHORIZE Supervisor John Gioia to execute the attached Neighborhood Transformation Partnership Agreement between the Contra Costa County, City of Richmond, West Contra Costa Unified School District, Richmond Community Foundation and the California Emerging Technology Fund which establishes a partnership between these agencies and organizations to work together to improve the lives of students attending Lovonya DeJean Middle School (in Richmond) and their families.

APPOINT Supervisor John Gioia to serve on the Leadership Team for this Neighborhood Transformation Partnership Agreement.

FISCAL IMPACT:

Participation in this Neighborhood Transformation Partnership will not add costs to the County since the partnership commits the various partners to work together in good faith to align their existing resources to be more effectively spent in improving community outcomes. The partnership will also be exploring how to attract additional resources to assist the City of Richmond, the County and the School District in providing effective services. Any recommendations to change existing resource allocations would be required to be approved by the Board of Supervisors.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: June McHuen, Deputy

Contact: James Lyons,
510-231-8692

cc:

BACKGROUND:

The California Emerging Technology Fund (CETF), in collaboration with the Richmond Community Foundation, seeks to bring together Contra Costa County, the City of Richmond, and the West Contra Costa Unified School District to form a Neighborhood Transformation Partnership (NTP) to improve the lives of the students attending Lovonya DeJean Middle School and their families and to ensure successful learning and improved academic performance by the students. The partnership agreement establishes a framework for County staff to work with the Neighborhood Transformation Partnership to develop an Action Plan and protocols for an Integrated Services Team (IST) to work with families to achieve these goals. The Partnership includes the formation of a Leadership Team that calls for a member of the Board of Supervisors to serve as a co-chair with a member of the Richmond City Council and a member of the West Contra Costa Unified School District. The Partnership will track five key indicators that represent improving the lives and futures of the residents: Education, Jobs, Crime, Poverty, and Health.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board of Supervisors' approval, this Neighborhood Transformation Partnership would not be established and the opportunity to have increased public agency cooperation to improve the lives of residents in the Lovonya DeJean School community will not occur.

CLERK'S ADDENDUM

Speakers: Larry Best, California Emerging Technology Fund.

ATTACHMENTS

CETFPartnershipAgreement



NEIGHBORHOOD TRANSFORMATION PARTNERSHIP AGREEMENT

**Contra Costa County
City of Richmond
West Contra Costa Unified School District
Richmond Community Foundation
California Emerging Technology Fund**

PURPOSE

This Neighborhood Transformation Partnership Agreement is by and between the following Partners: Contra Costa County, City of Richmond, West Contra Costa Unified School District, and the California Emerging Technology Fund. The purpose of this Partnership Agreement is to set forth the good faith commitments of the Partners individually and collectively to work together to improve the lives of the residents in the neighborhoods surrounding Lovonya DeJean Middle School in Richmond in the West Contra Costa Unified School District (the "DeJean Community"). This Partnership Agreement shall cover the period of time from May 1, 2017 to June 30, 2018 and may be extended for specified additional periods of time by mutual agreement of the Partners.

Whereas, Contra Costa County provides a range of health and human services to the residents of the priority community, including social services, public health, mental health, substance abuse prevention, workforce development, and probation; and the County of Contra Costa is committed to its work in the DeJean Community to improve the lives of residents; and

Whereas, the City of Richmond provides a range of municipal services to the residents of the priority community, including land use planning and economic development, law enforcement and other public safety support, recreation, and workforce development; and the City of Richmond is committed to its work in the DeJean Community, and

Whereas, the West Contra Costa Unified School District is committed to improving student achievement and overall academic performance in all schools and supports the use of computing and broadband technologies to achieve that objective; and Lovonya DeJean Middle School is a Full-Service School Engaging Students, Families and the Community, including dedicating resources to provide technology equipment and support with significant parent engagement to drive improvement in student achievement; and

Whereas, the Richmond Community Foundation is a respected civic leadership organization effectively engaging and mobilizing private-sector resources to address community challenges and promote economic prosperity; and is partnering with the California Emerging Technology Fund to: increase Digital Inclusion, and foster Neighborhood Transformation for Lovonya DeJean Middle School families; and

Whereas, the California Emerging Technology Fund (CETF) is a statewide non-profit organization, with the mission to close the Digital Divide in California, that recognizes that the Digital Divide is another manifestation of the Opportunity Divide and the Economic Divide and understands that the challenges of concentrated, persistent poverty need to be addressed in an effective Digital Inclusion strategy to have optimal impact and sustained success; and CETF is sponsoring and funding implementation of School2Home at Lovonya DeJean Middle School to close both the Digital Divide and the Achievement Gap; and CETF is partnering with the Richmond Community Foundation to foster Neighborhood Transformation in the DeJean Community because a child’s ability to thrive and succeed in school is affected by the health and well-being of the family and community;

Now, Therefore, the Partners hereby agree to the commitments set forth below and accept the responsibilities delineated herein and pledge to one another to work together in good faith to coordinate and align available resources to improve the lives of the residents in the DeJean Community and to ensure successful learning and improved academic performance by the students attending Lovonya DeJean Middle School.

COMMITMENTS

The Partners, in good faith, commit their time and energies to support a planning process that would assist with the following actions:

- Establish a Leadership Team co-chaired by the County Supervisor, a Richmond City Council Member, and a West Contra Costa School Board Member and including government representatives, other partners contributing funding and dedicating resources, community stakeholders, and representatives of the DeJean Community residents as determined appropriate and appointed by the co-chairs.
 - Convene regular meetings of the Leadership Team in the DeJean Community, anticipated to be approximately quarterly, with agendas posted for public information.
 - Prepare and post succinct written notes about decisions reached by the Leadership Team.
 - Report regularly to the Partners.
- Identify the major challenges and opportunities to improve the lives and futures of the residents in the DeJean Community, including determining whether processes and protocols for timely sharing of demographic and caseload data (to the extent feasible and allowed by law) for public services being provided to the DeJean Community can be developed, which would include:
 - Sharing data to determine baseline demographic for the population in the DeJean Community and the status of each household receiving public services.
 - Developing a process for tracking improvement in outcomes for each household receiving services and changes in demographic data for the population in the DeJean Community.
 - Mapping the community assets that can be engaged to support the purpose of the partnership.
- Develop an Action Plan to improve the lives and futures of the residents in the DeJean Community with School2Home as the “centerpiece” of Neighborhood Transformation:

- Commitment to the values embedded in simultaneously striving to achieve the 3 “Es” of sustainable communities: Prosperous Economy; Quality Environment; Community Equity.
 - Recognition that strategies to improve neighborhoods must embrace and build upon community assets (strengths) instead of addressing only deficits (needs) and must be: people-focused, place-based, and linked to regional economy to achieve “5 Big Outcomes” as key indicators of improving the lives and futures of the residents: Improving Education; Increasing Jobs; Decreasing Crime; Decreasing Poverty; Improving Health.
 - Promotion of Digital Inclusion by accelerating the deployment of broadband infrastructure and achieving at least 80% broadband adoption (home use of high-speed Internet access).
- Coordinate and align existing and any available new resources, to the maximum extent feasible, in implementing the Action Plan that focuses on improving the lives of the residents with specific and explicit planned outcomes and results:
 - Develop a plan for programmatic components of service integration. Study models that are efficient and effective in aligning efforts and strategy across departments, agencies and partners. Support a multi-disciplinary County-City-School-Community integrated service approach to coordinated planning and delivery of services. Integrated services could be comprised of existing personnel where feasible and include, at a minimum, the following expertise: social services, public health, mental health, alcohol and other drug abuse prevention services, housing, probation and any workforce development and/or training services from the County; law enforcement, recreation services, and any workforce development and/or training services from the City; and education support services from the School (and School District) and community services. Convene periodically key services administrators to monitor progress and identify additional opportunities for collaboration.
 - Support development and implementation of coordinated family plans for households receiving social services assistance in order to help them become more self-sufficient consistent with the 5 Big Outcomes.
 - Collaborate to seek and secure additional resources to augment public services, including philanthropic foundations, government grants; and private-sector contributions.
 - Evaluate and publish results for transparency and accountability:
 - Monitor progress on outcomes for each household for which a coordinated family plan has been developed and compile periodic reports on the aggregated data.
 - Track the collective overall results in the DeJean Community with respect to 5 Big Outcomes and publish a public report at least annually.
 - Participate in a “learning community” with leaders in other similar initiatives in the state to address common challenges, share best practices, and inform public policy.

RESPONSIBILITIES

A. Responsibilities of the California Emerging Technology Fund

The California Emerging Technology Fund shall be responsible for and agrees to provide the following support and services pursuant to this Agreement:

1. Delineate the overall Neighborhood Transformation Framework and assist the Richmond Community Foundation in convening and staffing the Leadership Team.
2. Support and assist the Richmond Community Foundation in coordinating efforts by the County, City and School District to develop a plan to compile and share data pursuant to this Agreement.
3. Participate in the development, adoption and implementation by Partners of an Action Plan with School2Home as the “centerpiece” of Neighborhood Transformation, including partnering with the West Contra Costa Unified School District to implement School2Home at Lovonya DeJean Middle School. Assist the Richmond Community Foundation and Partners in seeking additional public and private resources as needed and agreed to by all Partners.
4. Provide guidance to Partners in the formation of multi-disciplinary County-City-School-Community integrated services model and development of a template for consolidated family plans.
5. Support and assist the Richmond Community Foundation in monitoring progress, tracking results with respect to the 5 Big Outcomes, and ensuring public reports are published. Organize and facilitate a “learning community” among Leadership Teams for other communities in the state where a Neighborhood Transformation Partnership Agreement exists.

B. Responsibilities of Richmond Community Foundation

The Richmond Community Foundation shall be responsible for and agrees to provide the following support and services pursuant to this Agreement:

1. Designate a representative to serve on the Leadership Team and assign personnel to staff the meetings of the Leadership Team, including preparing and distributing to stakeholders and posting publicly available agendas, informational materials, and notes on decisions.
2. Coordinate efforts by the County, City and School District to develop a plan to identify the feasibility of compiling and sharing data pursuant to this Agreement, including facilitating any requisite legal agreements to allow and assist the sharing of such data among the Partners. Ensure data is compiled in a coherent format and presented to the Leadership Team to inform development of an Action Plan.
3. Facilitate development, adoption and implementation by Partners of an Action Plan. Facilitate discussion and exploration among Partners and support efforts to seek additional public and private resources as needed and agreed to by all Partners.
4. Foster formation of a multi-disciplinary County-City-School-Community integrated services model and ensure that coordinated family plans for each household served are developed and implemented and that the impacts are monitored and assessed to generate aggregated data that can be reported publicly to the extent feasible and allowed by law.
5. Coordinate ongoing monitoring of progress in the completion of consolidated family plans and assessment of impacts, tracking of collective overall results in the DeJean

Community with respect to the 5 Big Outcomes, and ensuring a public report is published at least annually.

C. Responsibilities of the West Contra Costa Unified School District

West Contra Costa Unified School District shall be responsible for and agrees to provide the following support and services pursuant to this Agreement:

1. Designate the School Board Member elected to represent the DeJean Community as co-chair of the Leadership Team and receive regular reports on progress.
2. Direct appropriate administrative and other personnel to compile and share data about academic performance and other indicators of learning success by the students at Lovonya DeJean Middle School including entering into any requisite legal agreements to allow and facilitate the sharing of such data among the Partners.
3. Partner with CETF to support implementation of the adopted Action Plan. Join with Partners to seek additional public and private resources as needed and agreed to by all Partners.
4. Assign appropriate West Contra Costa Unified School District education support services personnel to serve on the Integrated Services Team(s). Ensure that consolidated family plans for each household are developed and implemented and that impacts are monitored and assessed to generate aggregated data.
5. Cooperate in ongoing monitoring of progress in the completion of consolidated family plans and assessment of impacts, tracking of collective overall results in the DeJean Community with respect to the 5 Big Outcomes, and ensuring a public report is published at least annually.

D. Responsibilities of the City of Richmond

The City of Richmond shall be responsible for and agrees to provide the following support and services pursuant to this Agreement:

1. Designate the Councilmember to represent the DeJean Community as co-chair of the Leadership Team and receive regular reports on progress.
2. Direct appropriate administrative and other personnel to compile and share data about the City services provided in the DeJean Community, including entering into any requisite legal agreements to allow and facilitate the sharing of such data among the Partners.
3. Support implementation of the adopted Action Plan with appropriate dedication of available existing resources to the extent possible and join with Partners to seek additional public and private resources as needed and agreed to by all Partners.
4. Assign City personnel to serve on the Integrated Services Team(s), including at least law enforcement (to foster community policing), recreation, and any workforce development and/or training services, to help drive the 5 Big Outcomes. Ensure that consolidated family plans for each household are developed and implemented and that impacts are monitored and assessed to generate aggregated data.

5. Cooperate in ongoing monitoring of progress in the completion of consolidated family plans and assessment of impacts, tracking of collective overall results in the community with respect to the 5 Big Outcomes, and ensuring a public report is published at least annually.

E. Responsibilities of Contra Costa County

Contra Costa County shall be responsible for and agrees to provide the following support and services pursuant to this Agreement:

1. Designate the District One County Supervisor to represent the DeJean Community as co-chair of the Leadership Team and receive regular reports on progress.
2. Work with partners to identify what data is needed to support development of integrated family plans. Actively support efforts to compile and share data about the County services provided in the DeJean Community (to the maximum extent feasible and allowed by law), including health status and health trends and based on identified outcomes to be achieved. Support gathering and reporting of aggregate data to assist in monitoring impacts of the strategies and initiatives that are part of the DeJean Neighborhood Transformation Partnership.
3. Support implementation of the adopted Action Plan with appropriate dedication of available existing resources to the extent possible and join with Partners to seek additional public and private resources as needed and agreed to by all Partners.
4. In good faith and within available resources, support an integrated model of service delivery. Assign as feasible, County personnel from social services, public health, mental health, alcohol and other drug abuse prevention services, and housing, probation, and workforce development and/or training services, to help drive the 5 Big Outcomes. Under the rubric of a multi-disciplinary team, support the development of integrated family plans for each household receiving social service assistance, noting full regard for informed consent, client privacy, Health Insurance Portability and Accountability Act (HIPAA) requirements, and both legal and professional standards of service and/or care.
5. Support Institutional Review Board (IRB) vetting for any research and all publications that use county supplied data.
6. Cooperate in ongoing monitoring of progress in the completion of consolidated family plans and assessment of impacts, tracking of collective overall results in the DeJean Community with respect to the 5 Big Outcomes, and ensuring a public report is published at least annually.

IN WITNESS WHEREOF, the Partners hereto on the day and year written below have executed this Partnership Agreement.

Accepted on behalf of Contra Costa County by:

John Gioia, County Supervisor _____

Date _____

Accepted on behalf of the City of Richmond by:

City Councilmember _____

Date _____

Accepted on behalf of the West Contra Costa Unified School District by:

School Board Member _____

Date _____

Accepted on behalf of Richmond Community Foundation by:

President and CEO _____

Date _____

Accepted on behalf of the California Emerging Technology Fund by:

Sunne Wright McPeak, President and CEO _____

Date _____



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: May 2, 2017

Subject: Construction Contract for the 2017 On-Call Sweeping Services Contract(s) for Various Road Maintenance Work, Countywide.

RECOMMENDATION(S):

- (1) APPROVE the specifications for the 2017 On-Call Sweeping Services Contract(s) for Various Road Maintenance Work, Countywide. Project No. 0672-6U2301-17 (All Districts)
- (2) DETERMINE that Statewide Construction Sweeping, Inc. (Statewide), the lowest monetary bidder, has complied with the requirements of the project specifications; and FURTHER DETERMINE that Statewide has submitted the lowest responsive and responsible bid for the contract.
- (3) AWARD the on-call contract to Statewide, in a not to exceed amount (\$200,000.00) and the unit prices submitted in the bid (\$360.00 Total Unit Price).
- (4) DIRECT that the Public Works Director, or designee, shall prepare the contract.
- (5) ORDER that after the contractor has signed the contract and returned it, together with any required certificates of insurance and other required documents, and the Public Works Director has reviewed and found them to be sufficient; the Public Works Director, or designee, is authorized to sign the contract for this Board.
- (8) ORDER that, the Public Works Director, or designee, is authorized to sign any escrow agreements prepared for this

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
- Candace Andersen, District II Supervisor
- Diane Burgis, District III Supervisor
- Karen Mitchoff, District IV Supervisor
- Federal D. Glover, District V Supervisor

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

ATTESTED: May 2, 2017
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Kevin Emigh,
925.313-2233

cc:

RECOMMENDATION(S): (CONT'D)

project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contracts Code Section 22300.

(9) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.

(10) DECLARE that, should the award of the contract to Statewide be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

The contract, for a maximum amount of \$200,000, will be funded by 100% Local Road Fund.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, specifications were filed with and approved by the Board, and bids were invited by the Public Works Director. On April 11, 2017, the Public Works Department received bids from the following contractors:

BIDDER, TOTAL UNIT AMOUNT

Statewide Construction Sweeping, Inc.: \$360.00 Total Unit Price

The Public Works Director has reported that the bid submitted by Statewide complies with the requirements of the project specifications. The Public Works Director recommends that the bid submitted by Statewide is the lowest responsive and responsible bid and this Board so concurs and finds.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, with copies to be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

The Public Works Department may be unable to complete routine road maintenance work in a timely manner.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: May 2, 2017

Subject: Construction Contract for the Balfour Road Shoulder Widening Project, Brentwood area.

RECOMMENDATION(S):

(1) APPROVE plans, specifications, and design for the Balfour Road Shoulder Widening Project. Project No. 0662-6R4002

(2) DETERMINE that Granite Rock Company (“Granite”) the lowest monetary bidder, has complied with the requirements of the County’s Outreach Program for this project, as provided in the project specifications; and the Board WAIVES any irregularities in such compliance; and FURTHER DETERMINE that Granite has submitted the lowest responsive and responsible bid for the project.

(3) AWARD the construction contract for the above project to Granite in the listed amount (\$4,254,322.00) and the unit prices submitted in the bid, and DIRECT that Granite shall present two good and sufficient surety bonds, as indicated below, and that the Public Works Director, or designee, shall prepare the contract.

(4) ORDER that, after the contractor has signed the contract and returned it, together with the bonds as noted below and any required certificates of insurance or other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

(5) ORDER that,

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Kevin Emigh,
925.313-2233

cc:

RECOMMENDATION(S): (CONT'D)

in accordance with the project specifications and/or upon signature of the contract by the Public Works Director, or designee, bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(6) ORDER that, the Public Works Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

(7) DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.

(8) DELEGATE, pursuant to Labor Code Section 6705, to the Public Works Director, or to any registered civil or structural engineer employed by the County, the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.

(9) DECLARE that, should the award of the contract to Granite be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

FISCAL IMPACT:

The construction contract will be funded by 100% Discovery Bay West Mitigation Fees.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, payment to the Habitat Conservancy Plan for \$113,860 has been made, and bids were invited by the Public Works Director. On March 21, 2017, the Public Works Department received bids from the following contractors:

BIDDER, TOTAL AMOUNT, BOND AMOUNTS

Granite Rock Company: \$4,254,322.00; Payment: \$4,254,322.00; Performance: \$4,254,322.00

O.C. Jones & Sons, Inc.: \$4,447,384.5

Bay Cities Paving & Grading, Inc.: \$4,611,364.76

Goodfellow Top Grade Construction, Inc.: \$4,766,624.40

Granite Construction Company: \$4,987,558.50

A. Teichert & Son, Inc.: \$5,191,887.00

The bidder listed first above, Granite, submitted the lowest responsive and responsible bid, which is \$193,062.50 less than the next lowest bid.

The Public Works Director has reported that Granite documented an adequate good faith effort to comply with the requirements of the County's Outreach Program, as provided in the project specifications, and the Public Works Director recommends that the construction contract be awarded to Granite.

The Public Works Director recommends that the bid submitted by Granite is the lowest responsive and responsible bid, and this Board concurs and so finds.

The Board of Supervisors previously adopted the Mitigated Negative Declaration on December 15, 2015, in compliance with the California Environmental Quality Act, and a Notice of Determination was filed with the County Clerk on December 17, 2015.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, and copies will be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

Construction of the project would be delayed, and the project might not be built.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: May 2, 2017

Subject: Contract Amendment with Mark Thomas & Company, Inc. for the Kirker Pass Road Northbound Truck Climbing Lane Project, Concord area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Contract Amendment No. 1 with Mark Thomas & Company, Inc., effective May 2, 2017, to increase the payment limit by \$258,000 to a new payment limit of \$1,350,000 to provide additional professional engineering services, including construction support, and extend the termination date by one year to a new termination date of December 31, 2019, for the Kirker Pass Road Northbound Truck Climbing Lane Project, Concord area. (Project No. 0662-6R4052)

FISCAL IMPACT:

The Consulting Services Agreement will be funded by the Measure J Transportation Sales Tax (Measure J) Program. The construction of the project will be funded by federal funds from the State Transportation Improvement Program (STIP), as well as funding from Measure J and other local road funds.

BACKGROUND:

On April 1, 2014, the

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Nancy Wein, 925
313-2275

cc:

BACKGROUND: (CONT'D)

Board of Supervisors approved a Consulting Services Agreement with Mark Thomas & Company, Inc. to provide professional engineering services for the Kirker Pass Road Northbound Truck Climbing Lane Project. Professional engineering services include preparing plans, specifications, and estimates, including geological and hydraulic studies, and on-call construction support during the project's construction.

During the course of preliminary design, additional exploration, design work, and project management was identified in order to complete design of the project. In addition, an asphalt concrete overlay will be added to the scope of the project in order to improve the pavement condition of the existing roadway.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisor's approval, a delay in the design of the project will jeopardize the STIP funding programmed for construction of the Kirker Pass Road Truck Climbing Lane project, and may also result in substantial additional project costs.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: May 2, 2017

Subject: Contract with City of Orinda for various right of way services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute an agreement with the City of Orinda to provide right of way services to the City in exchange for payment of the County's actual costs, from March 16, 2017, until the agreement is terminated by either party, as recommended by the Public Works Director. (Project No. 4580-6X5890)

FISCAL IMPACT:

100% City of Orinda funding.

BACKGROUND:

The City of Orinda requires a variety of right of way services for various City projects. The City has no right of way staff and desires to contract with the County to obtain right of way services from the Public Works Department, Real Estate Services Division.

Under a real property services agreement between the County and the City, Real Estate Division staff will perform, on behalf of the City, various right-of-way services, including but not limited to appraisal and appraisal review, negotiations, relocation; land rights document preparation and right of way acquisition, supervision of independent

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

Contact: Carmen Piña-Delgado,
(925) 313-2012

By: Stacey M. Boyd, Deputy

cc:

BACKGROUND: (CONT'D)

contractors providing such services, and any related work as required. The City will reimburse the County for its actual costs to perform those services, including staff time at the current fully-loaded hourly rates, from March 16, 2017, through the date the agreement is terminated by either party on 30 days' notice to the other party. Under the agreement, each party will indemnify the other party for claims that arise from the indemnifying party's negligence or willful misconduct.

CONSEQUENCE OF NEGATIVE ACTION:

The City will not be able to contract for the County's right of way services.

AGENDA ATTACHMENTS

Real Property Service Agreement with City of Orinda for ROW Services

MINUTES ATTACHMENTS

Signed: Real Property Service Agreement with City of Orinda

REAL PROPERTY SERVICES AGREEMENT

1. **Effective Date and Parties.** Effective on _____, the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County"), and the CITY OF ORINDA, a municipal corporation ("City"), hereby mutually promise and agree as follows:
2. **Purpose.** The City has no right of way staff and desires to contract with the County for property appraisal and acquisition services.
3. **Services by County.** County will provide City the following services, as directed by City: appraisal and appraisal review; negotiations, land rights document preparation; right of way acquisition; relocation, right of way project management; title and escrow support; right of way certification and/or supervision of independent contractors providing such services, and all related work as required (all of which constitute "Services").

The County warrants that it will perform these Services in accordance with accepted professional standards and procedures.

4. **Payment for Services.** City shall reimburse County, at the hourly charge out rates in Appendix "A", attached hereto, for all time that County real property agents perform Services for City under this Agreement. City shall reimburse County for costs of experts and contractors retained by County in the performance of the Services. City shall reimburse County for all other expenses County incurs in the performance of the Services, including but not limited to all acquisition settlements and any other costs of acquisition such as title fees, recording fees, and escrow costs that the County actually incurs to perform the Services or payment is made by the City directly into escrow for the agreed upon purchase and other related costs. If additional Services are required, City and County may amend this Agreement to provide for payment for those additional Services. Payments by City shall be made within 30 days of billing by County.
5. **Indemnification.** County shall defend, indemnify, and hold harmless the City, its officers and employees for any claims, liabilities, damage, injury, or death of or to any person, or the property of any person, including attorney's and expert fees (collectively, "Liabilities") that arise out of the willful misconduct or the negligent acts, errors, or omissions of the County, its officers, employees, agents, and volunteers, in performing any of its or their obligations under this Agreement. Notwithstanding anything to the contrary, County shall not be obligated to indemnify City, its officers and employees for any portion of Liabilities that arise out of the City's, or its officers' or employees' willful misconduct or negligent acts, errors, or omissions.

City shall defend, indemnify, and hold harmless County, its officers and employees for any Liabilities that arise out of the willful misconduct or the negligent acts, errors, or omissions of the City its officers, employees, agents, and volunteers, in performing any of its or their obligations under this Agreement. Notwithstanding anything to the contrary, City shall not be obligated to indemnify County, its officers and employees for any portion of Liabilities that arise out of County's, or its officers' or employees' willful misconduct or negligent acts, errors, or omissions.

6. **Independent Status.** Nothing herein shall be construed to imply that any County employee providing Services hereunder is a City employee.
7. **Term.** The term of this agreement shall commence on the effective date hereof and shall end upon termination by either party upon 30 days written notice. The rights and obligations of Paragraph 5 "Indemnification" shall survive any such termination. Within 30 days after the termination of this Agreement, City shall pay the County for all unpaid charges and costs for Services the County provides, and for all expenses that it incurs during the performance of those Services, under this Agreement through the termination of the Agreement.
8. **Notices.** Any notice required to be given to County and City hereunder will be sufficient if delivered in writing as designated below, or to such other addresses as County and City may respectively designate by written notice to the other:

To County: Contra Costa County Public Works Department
c/o Real Estate Division
255 Glacier Drive
Martinez, CA 94553
(925) 313-2220

To City: City of Orinda
c/o City Manager
22 Orinda Way
Orinda, CA 94563
(925) 253-4222

Notice given by personal delivery shall be deemed complete upon delivery. Notice given by Overnight Carrier shall be deemed complete on the day after it is postmarked. Notice given by U.S. Mail shall be deemed complete on the third day after it is postmarked.

9. **Entire Agreement.** This Agreement contains the entire agreement between the County and the City and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the County and City. The County and City acknowledge that no representations, inducements, promises, or statements, oral or otherwise, have been made by either of them or by anyone acting on behalf of them that are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise, or statement not set forth in this Agreement shall be valid or binding.
10. **Amendments and Modifications.** This Agreement may not be modified or amended except in writing approved by the County and City.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with California law.
12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

- 13. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
- 14. **No Third-Party Beneficiaries.** Nothing in this Agreement creates, nor shall it be interpreted to create, any third-party beneficiaries.

COUNTY OF CONTRA COSTA

By _____
 Name: _____
 Chair, Board of Supervisors

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

RECOMMENDED TO THE COUNTY BOARD OF SUPERVISORS FOR APPROVAL

By _____
 Julia R. Bueren
 Public Works Director

By _____
 Karen A. Laws
 Principal Real Property Agent

APPROVED AS TO FORM:
 SHARON L. ANDERSON, COUNTY COUNSEL

By _____
 Stephen Siptroth
 Deputy County Counsel

CITY OF ORINDA

By _____
 Steve Salomon
 Interim City Manager

ATTESTED

By _____
 Sheri Marie Spediachi
 City Clerk

RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL:

By _____
 Lawrence Theis, P.E.
 Director of Public Works and Engineering Services

APPROVED AS TO FORM:
 CITY ATTORNEY

By _____
 Osa, L. Wolff

APPENDIX "A"

Pay Rate Schedule

City shall reimburse the COUNTY for labor costs as detailed below:

1. COUNTY direct labor rates shall include the base salary wages paid to personnel plus fringe benefits. Total labor rate shall include direct labor rate multiplied by County's overhead rate. The total labor rate shall not exceed the range of labor rates by classification, included as Attachment 1.
2. COUNTY's overhead rate shall be a summation of division and department overhead rates. Appropriate overhead rates for COUNTY shall be developed based on procedure previously approved as described below:

In general, the division overhead rates are determined by identifying each division's total expenditures after adjustments less any non-labor generated revenue. The division expenditures are then divided by the productive hours for the division establishing the overhead rate needed to cover the remaining net cost of division expenditures. The department overhead rates are determined similar to the division rate by dividing the total department expenditures by the total billable hours. Each year overhead rates will be evaluated and adjusted to reflect the actual costs from the previous fiscal year.

3. COUNTY may adjust both labor rates and overhead rates periodically due to contracted salary increases and overhead rate changes. COUNTY shall submit any changes to rates to the City prior to invoicing.

ATTACHMENT 1

REAL PROPERTY AGENT

HOURLY CHARGE OUT RATE

Hourly Rate

Principal Real Property Agent	\$208/hr to \$227/hr
Supervising Real Property Agent	\$163/hr to \$189/hr
Senior Real Property Agent	\$153/hr to \$173/hr
Associate Real Property Agent	\$108/hr to \$159/hr
Assistant Real Property Agent	\$ 93/hr to \$130/hr
Senior Real Property Technical Assistant	\$ 87/hr to \$122/hr
Real Property Technical Assistant	\$ 75/hr to \$109/hr

REAL PROPERTY SERVICES AGREEMENT

1. **Effective Date and Parties.** Effective on March 16, 2017, the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County"), and the CITY OF ORINDA, a municipal corporation ("City"), hereby mutually promise and agree as follows:
2. **Purpose.** The City has no right of way staff and desires to contract with the County for property appraisal and acquisition services.
3. **Services by County.** County will provide City the following services, as directed by City: appraisal and appraisal review; negotiations, land rights document preparation; right of way acquisition; relocation, right of way project management; title and escrow support; right of way certification and/or supervision of independent contractors providing such services, and all related work as required (all of which constitute "Services").

The County warrants that it will perform these Services in accordance with accepted professional standards and procedures.

4. **Payment for Services.** City shall reimburse County, at the hourly charge out rates in Appendix "A", attached hereto, for all time that County real property agents perform Services for City under this Agreement. City shall reimburse County for costs of experts and contractors retained by County in the performance of the Services. City shall reimburse County for all other expenses County incurs in the performance of the Services, including but not limited to all acquisition settlements and any other costs of acquisition such as title fees, recording fees, and escrow costs that the County actually incurs to perform the Services or payment is made by the City directly into escrow for the agreed upon purchase and other related costs. If additional Services are required, City and County may amend this Agreement to provide for payment for those additional Services. Payments by City shall be made within 30 days of billing by County.
5. **Indemnification.** County shall defend, indemnify, and hold harmless the City, its officers and employees for any claims, liabilities, damage, injury, or death of or to any person, or the property of any person, including attorney's and expert fees (collectively, "Liabilities") that arise out of the willful misconduct or the negligent acts, errors, or omissions of the County, its officers, employees, agents, and volunteers, in performing any of its or their obligations under this Agreement. Notwithstanding anything to the contrary, County shall not be obligated to indemnify City, its officers and employees for any portion of Liabilities that arise out of the City's, or its officers' or employees' willful misconduct or negligent acts, errors, or omissions.

City shall defend, indemnify, and hold harmless County, its officers and employees for any Liabilities that arise out of the willful misconduct or the negligent acts, errors, or omissions of the City its officers, employees, agents, and volunteers, in performing any of its or their obligations under this Agreement. Notwithstanding anything to the contrary, City shall not be obligated to indemnify County, its officers and employees for any portion of Liabilities that arise out of County's, or its officers' or employees' willful misconduct or negligent acts, errors, or omissions.

6. **Independent Status.** Nothing herein shall be construed to imply that any County employee providing Services hereunder is a City employee.
7. **Term.** The term of this agreement shall commence on the effective date hereof and shall end upon termination by either party upon 30 days written notice. The rights and obligations of Paragraph 5 "Indemnification" shall survive any such termination. Within 30 days after the termination of this Agreement, City shall pay the County for all unpaid charges and costs for Services the County provides, and for all expenses that it incurs during the performance of those Services, under this Agreement through the termination of the Agreement.
8. **Notices.** Any notice required to be given to County and City hereunder will be sufficient if delivered in writing as designated below, or to such other addresses as County and City may respectively designate by written notice to the other:

To County: Contra Costa County Public Works Department
c/o Real Estate Division
255 Glacier Drive
Martinez, CA 94553
(925) 313-2220

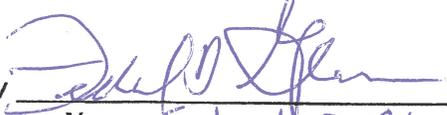
To City: City of Orinda
c/o City Manager
22 Orinda Way
Orinda, CA 94563
(925) 253-4222

Notice given by personal delivery shall be deemed complete upon delivery. Notice given by Overnight Carrier shall be deemed complete on the day after it is postmarked. Notice given by U.S. Mail shall be deemed complete on the third day after it is postmarked.

9. **Entire Agreement.** This Agreement contains the entire agreement between the County and the City and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the County and City. The County and City acknowledge that no representations, inducements, promises, or statements, oral or otherwise, have been made by either of them or by anyone acting on behalf of them that are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise, or statement not set forth in this Agreement shall be valid or binding.
10. **Amendments and Modifications.** This Agreement may not be modified or amended except in writing approved by the County and City.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with California law.
12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

- 13. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
- 14. **No Third-Party Beneficiaries.** Nothing in this Agreement creates, nor shall it be interpreted to create, any third-party beneficiaries.

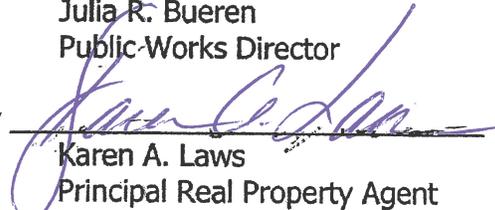
COUNTY OF CONTRA COSTA

By 
 Name: Federal D. Glover
 Chair, Board of Supervisors

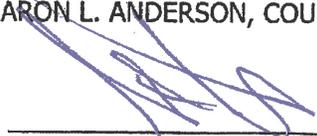
ATTEST: MAY 2, 2017
 David Twa, Clerk of the Board of Supervisors and County Administrator

RECOMMENDED TO THE COUNTY BOARD OF SUPERVISORS FOR APPROVAL

By _____
 Julia R. Bueren
 Public Works Director

By 
 Karen A. Laws
 Principal Real Property Agent

APPROVED AS TO FORM:
 SHARON L. ANDERSON, COUNTY COUNSEL

By 
 Stephen Siptroth
 Deputy County Counsel

CITY OF ORINDA

By _____
 Steve Salomon
 Interim City Manager

ATTESTED
 By _____
 Sheri Marie Spediachi
 City Clerk

RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL:

By _____
 Lawrence Theis, P.E.
 Director of Public Works and Engineering Services

APPROVED AS TO FORM:
 CITY ATTORNEY

By _____
 Osa, L. Wolff

APPENDIX "A"

Pay Rate Schedule

City shall reimburse the COUNTY for labor costs as detailed below:

1. COUNTY direct labor rates shall include the base salary wages paid to personnel plus fringe benefits. Total labor rate shall include direct labor rate multiplied by County's overhead rate. The total labor rate shall not exceed the range of labor rates by classification, included as Attachment 1.
2. COUNTY's overhead rate shall be a summation of division and department overhead rates. Appropriate overhead rates for COUNTY shall be developed based on procedure previously approved as described below:

In general, the division overhead rates are determined by identifying each division's total expenditures after adjustments less any non-labor generated revenue. The division expenditures are then divided by the productive hours for the division establishing the overhead rate needed to cover the remaining net cost of division expenditures. The department overhead rates are determined similar to the division rate by dividing the total department expenditures by the total billable hours. Each year overhead rates will be evaluated and adjusted to reflect the actual costs from the previous fiscal year.

3. COUNTY may adjust both labor rates and overhead rates periodically due to contracted salary increases and overhead rate changes. COUNTY shall submit any changes to rates to the City prior to invoicing.

ATTACHMENT 1

REAL PROPERTY AGENT

HOURLY CHARGE OUT RATE

Hourly Rate

Principal Real Property Agent	\$208/hr to \$227/hr
Supervising Real Property Agent	\$163/hr to \$189/hr
Senior Real Property Agent	\$153/hr to \$173/hr
Associate Real Property Agent	\$108/hr to \$159/hr
Assistant Real Property Agent	\$ 93/hr to \$130/hr
Senior Real Property Technical Assistant	\$ 87/hr to \$122/hr
Real Property Technical Assistant	\$ 75/hr to \$109/hr

A notary public or other officer completing this certificate verifies only the identity of the individual who signs 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 May 2, 2017, before me, Stacey M. Boyd,
Deputy Clerk of the Board of Supervisors, Contra Costa County, personally
appeared Federal D. Glover,

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 Stacey M Boyd
Deputy Clerk





Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: May 2, 2017

Subject: Establish limited timed parking on a portion of the north side of Seventh Street (Road No. 1795A), Rodeo area.

RECOMMENDATION(S):

RESCIND Traffic Resolution No. 2007/4254; and ADOPT Traffic Resolution No. 2017/4454 to establish limited timed (two hour) parking on a portion of the north side of Seventh Street (Road No. 1795A), as recommended by the Public Works Director, Rodeo area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

In 2007, a two hour parking limitation on Seventh Street (west of Parker Avenue) was established to discourage the local auto wrecking business from parking and encroaching extra vehicles on the roadway for extended periods. Recently, the Traffic Engineering Section received a request by a homeowner located across the street from the wrecking yard to remove the two hour parking restriction on their block of Seventh Street to allow parking of their own vehicles without the time limitation. Although the implications of lifting the two hour parking limitation was explained to the resident, namely that parking would be available to the general public again for extended periods, the resident remained committed to lifting

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Monish Sen,
925.313-2187

cc:

BACKGROUND: (CONT'D)

the limitation on their block. In addition, the residents neighbor was also in agreement with the removal of the parking limitation on their block. Therefore, we recommend the parking limitation on one block of the north side of Seventh Street be removed while the two hour limitation remain on the rest of Seventh Street (west of Parker Avenue) in Rodeo.

CONSEQUENCE OF NEGATIVE ACTION:

The two hour parking limitation will remain on the entirety of Seventh Street west of Parker Avenue.

AGENDA ATTACHMENTS

2017 / 4454

MINUTES ATTACHMENTS

Signed: Traffic Resolution No. 2017-4454

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on May 2, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2017/4454
Supervisory District IV

SUBJECT: Establish limited timed parking on a portion of the north side of Seventh Street (Road No. 1795A), Rodeo area.

The Contra Costa Board of Supervisors RESOLVES that:

Based on the recommendations by the Public Works Department's Transportation Engineering Division, and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established (and other action taken as indicated):

Pursuant to Section 22507 of the California Vehicle Code parking is hereby declared to be limited to two hours on the north side of Seventh Street (Road No. 1795A), beginning at a point 41 feet west of the west curb line of Parker Avenue (Road No. 0971C) and extending west a distance of 120 feet, and thence beginning at the west curb line of Rodeo Avenue South (Road No. 1795W) and extending westerly to the east curb line of Garretson Avenue (Road No. 1795T), Rodeo area.

Traffic Resolution No.2007/4254 pertaining to restricted parking on the north side of Seventh Street (Road No. 1795A) is hereby rescinded.

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

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

By _____, Deputy

MS:sr

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

cc: California Highway Patrol
Sheriff Department

G:\transeng\BOARD ORDERS\2017\SEVENTH ST\Traffic Reso No. 2017-4454 -FINALREV.doc

TRAFFIC RESOLUTION NO. 2017/4454

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on May 2, 2017 by the following vote:

AYES: John Gioia, Candace Andersen, Diane Burgis, Karen Mitchoff, Federal Glover

NOES: None

ABSENT: None

TRAFFIC RESOLUTION NO. 2017/4454
Supervisory District IV

ABSTAIN: None

SUBJECT: Establish limited timed parking on a portion of the north side of Seventh Street (Road No. 1795A), Rodeo area.

The Contra Costa Board of Supervisors RESOLVES that:

Based on the recommendations by the Public Works Department's Transportation Engineering Division, and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established (and other action taken as indicated):

Pursuant to Section 22507 of the California Vehicle Code parking is hereby declared to be limited to two hours on the north side of Seventh Street (Road No. 1795A), beginning at a point 41 feet west of the west curb line of Parker Avenue (Road No. 0971C) and extending west a distance of 120 feet, and thence beginning at the west curb line of Rodeo Avenue South (Road No. 1795W) and extending westerly to the east curb line of Garretson Avenue (Road No. 1795T), Rodeo area.

Traffic Resolution No.2007/4254 pertaining to restricted parking on the north side of Seventh Street (Road No. 1795A) is hereby rescinded.

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

ATTESTED: May 2, 2017
David Twa, Clerk of the Board of Supervisors and County Administrator

By Stacy M Boyd, Deputy

MS:sr

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

cc: California Highway Patrol
Sheriff Department



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: May 2, 2017

Subject: Prohibit parking on the east side of Garretson Avenue (Road No. 1795T), Rodeo area.

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2017/4453 to prohibit parking at all times, except for those vehicles of individuals with disabilities (blue curb), on a portion of Garretson Avenue (Road No. 1795T), as recommended by the Public Works Director, Rodeo area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Upon request from a resident for a disabled persons parking space in front of their home, Traffic Engineering Staff responded with an assessment of the requesting persons residence. It was determined that the request for restricting a parking space for persons with disabilities could be provided considering several factors. Although a usable driveway is present, entering the vehicle from the elevated curb/sidewalk in front of the disabled persons residence would allow a safer transition into the passenger seat of her non-accessible vehicle.

CONSEQUENCE OF NEGATIVE ACTION:

Parking will remain unrestricted at this location on Garretson Avenue.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Monish Sen,
925.313-2187

cc:

AGENDA ATTACHMENTS

2017/4453

MINUTES ATTACHMENTS

Signed: Traffic Resolution No.

2017-4453

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on May 2, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2017/4453
Supervisorial District V

SUBJECT: Prohibit parking at all times, except for those vehicles of individuals with disabilities (blue curb) on a portion of Garretson Avenue (Road No. 1795T), Rodeo area.

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Sections 22507 and 22511.7 of the California Vehicle Code, parking is hereby prohibited at all times, except for vehicles of individuals with disabilities (blue curb) on the east side of Garretson Avenue (Road No. 1795T), beginning at a point 305 feet south of the south curb line of Third Street (Road No. 1795G) and continuing southerly a distance of 40 feet, Rodeo area.

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

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

MS:sr

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

cc: California Highway Patrol
Sheriff Department

By _____, Deputy

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on May 2, 2017 by the following vote:

AYES: John Gioia, Candace Andersen, Diane Burgis, Karen Mitchoff, Federal Glover

NOES: None

ABSENT: None

TRAFFIC RESOLUTION NO. 2017/4453
Supervisorial District V

ABSTAIN: None

SUBJECT: Prohibit parking at all times, except for those vehicles of individuals with disabilities (blue curb) on a portion of Garretson Avenue (Road No. 1795T), Rodeo area.

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Sections 22507 and 22511.7 of the California Vehicle Code, parking is hereby prohibited at all times, except for vehicles of individuals with disabilities (blue curb) on the east side of Garretson Avenue (Road No. 1795T), beginning at a point 305 feet south of the south curb line of Third Street (Road No. 1795G) and continuing southerly a distance of 40 feet, Rodeo area.

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

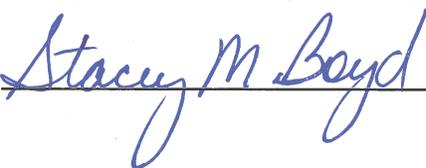
ATTESTED: May 2, 2017

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

MS:sr

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

cc: California Highway Patrol
Sheriff Department

By , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: May 2, 2017

Subject: Acquire Used Aircraft Rescue and Fire Fighting Vehicle

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to acquire one used Aircraft Rescue & Firefighting (ARFF) vehicle at a cost not to exceed \$400,000 through either a purchase or a lease/purchase agreement with a maximum term of ten years.

FISCAL IMPACT:

There is no impact on the County General Fund. The total cost will be fully funded by the Airport Enterprise Fund.

BACKGROUND:

The Federal Aviation Administration (FAA) requires each Airport in the United States that holds a Federal Aviation Regulation Part 139 commercial airport certificate have Aircraft Rescue and Fire Fighting equipment and personnel capabilities. In Contra Costa County, this requirement currently applies only to Buchanan Field Airport. The Public Works Department - Airports Division has two (2) ARFF vehicles in service

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Beth Lee, (925) 681-4200

cc:

BACKGROUND: (CONT'D)

at Buchanan Field. One has been in service for 9 years and the other for 30 years. The FAA does not have specific regulations regarding ARFF vehicle replacement but the related FAA Advisory Circular states that, on average, ARFF vehicles have a 10 -12 year service life.

Other factors that the FAA recommends while considering the replacement of ARFF vehicles are reliability and serviceability, whether parts for repair are no longer available (including in the after-market), and if annual operating costs become excessive. With these considerations, the 30-year-old ARFF vehicle at Buchanan Field is at the end of its useful service life for a commercial service airport and should be replaced. At this time the FAA does not have the grant funding available to assist with the purchase of a new ARFF vehicle. Therefore, a newer used vehicle is the most cost effective replacement option since it would be approximately half the cost.

The additional benefit of replacing the 30-year-old ARFF vehicle at Buchanan Field is that it can be reassigned to Byron Airport, allowing the County to retire Byron Airport's existing 32- year-old ARFF vehicle (vehicle #6845). This would also provide a higher level of ARFF services at Byron Airport than currently exists.

The Aviation Advisory Committee, during their April 13, 2017 meeting, voted to support this recommendation.

CONSEQUENCE OF NEGATIVE ACTION:

If this acquisition is not approved, the Airport Enterprise Fund will continue to experience inconsistent service reliability and high maintenance/repair costs associated with the older ARFF vehicles. Additionally, in the event of a major equipment failure, the Airport Enterprise Fund would likely experience significant delays in bringing online a replacement used ARFF unit. Alternatively, the purchase of a new ARFF vehicle, without FAA grant funding assistance, would significantly strain the Airport Enterprise Fund's resources given the estimated \$800,000 cost. Finally, it will likely be 5-10 years before FAA will provide grant funding to purchase a new ARFF vehicle.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: May 2, 2017

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Lisa Baranco-Smith, Enterprise Damage Recovery Unit, William Fletcher, Sean Fox, J.H., a minor, Alireza Koochakkhani and Taraneh Etemadi, Barbara Ristrem, Kamaria Sanders and Robert Thomas Insalaco and Leslie Lomas.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Lisa Baranco-Smith: Personal injury claim for a trip and fall; amount not disclosed.

Enterprise Damage Recovery Unit: Property claim for damage to vehicle in the amount of \$1,494.25.

William Fletcher: Property claim for damage to vehicle; amount not disclosed.

Sean Fox: Property claim for damage to vehicle; amount not disclosed.

J.H., a minor: Personal injury claim in the amount of \$20,000,000.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Scott Selby 925.335.1400

cc:

BACKGROUND: (CONT'D)

Kamaria Sanders: Personal injury claim in the amount of \$1,000,000.

Robert Thomas Insalaco and Leslie Lomas: Property claim for home damage in the amount of \$1,000,000.

Alireza Koochakkhani and Taraneh Etemadi: Property claim for home damage in the amount of \$1,200,000.

Barbara Ristrem: Property claim for lost glasses in the amount of \$217.



Contra
Costa
County

To: Board of Supervisors
From: Sharon Offord Hymes, Risk Manager
Date: May 2, 2017

Subject: Final Settlement of Claim, Dena Macklin-Bray vs. Contra Costa County

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Dena Macklin-Bray and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$89,106.44, less permanent disability advances.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$89,106.44, less permanent disability advances.

BACKGROUND:

Attorney Mark A Cartier, defense counsel for the County, has advised the County Administrator that within authorization an agreement as been reached settling the workers' compensation claim of Dena Macklin-Bray v. Contra Costa County. The Board's April 18, 2017 closed session vote was: Supervisors Gioia, Andersen, Burgis, Mitchoff and Glover - Yes. This action is taken so that the terms of his final settlement and the earlier April 18, 2017 closed session vote of this Board authorizing its negotiated settlement are known publicly.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Sharon Hymes-Offord
925 335-1450

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 2, 2017

Subject: Older Americans Month

RECOMMENDATION(S):
Older Americans Month

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Stephanie Mello, Deputy

Contact: Elaine Burres, 313-1717

cc:

AGENDA ATTACHMENTS

Resolution No. 2017/155

MINUTES ATTACHMENTS

Signed Resolution No.

2017/155

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2017/155

Recognizing May 2017 as Older Americans Month in Contra Costa County

WHEREAS, Contra Costa County includes older Americans who richly contribute to our community; and
WHEREAS, we acknowledge that what it means "to age" was changed--for the better; and
WHEREAS, older Americans exemplify the "Age Old Loud" concept by walking longer, trying new things, and engaging in our community; and
WHEREAS, older Americans are taking charge, striving for wellness, and advocating for themselves and others; and
WHEREAS, Contra Costa County is committed to supporting older adults as they explore new opportunities and activities, as well as focus on their health and well-being; and
WHEREAS, Contra Costa County can provide opportunities to enrich the lives of individuals of all ages by involving older adults in the redefinition of aging in our community; promoting home- and community-based services that support independent living; encouraging older adults to speak up for themselves and others; and providing opportunities for older adults to share their experiences; and
WHEREAS, older Americans expect to continue to live their lives to the fullest;

Now, Therefore, Be It Resolved that the Contra Costa County Board of Supervisors proclaims May 2017 to be Older Americans Month and urges every resident to take time during this month to acknowledge older adults and the people who serve them as influential and vital parts of our community.

FEDERAL D. GLOVER
Chair, District V Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

KAREN MITCHOFF
District IV 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: May 2, 2017

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

In the matter of recognizing May, 2017 as "Older Americans Month" in Contra Costa County

Resolution No. 2017/155

WHEREAS, Contra Costa County includes older Americans who richly contribute to our community; and

WHEREAS, we acknowledge that what it means "to age" was changed--for the better; and

WHEREAS, older Americans exemplify the "Age Old Loud" concept by walking longer, trying new things, and engaging in our community; and

WHEREAS, older Americans are taking charge, striving for wellness, and advocating for themselves and others; and

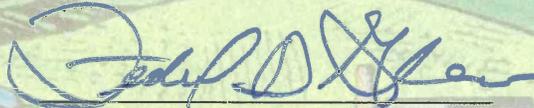
WHEREAS, Contra Costa County is committed to supporting older adults as they explore new opportunities and activities, as well as focus on their health and well-being; and

WHEREAS, Contra Costa County can provide opportunities to enrich the lives of individuals of all ages by involving older adults in the redefinition of aging in our community; promoting home- and community-based services that support independent living; encouraging older adults to speak up for themselves and others; and providing opportunities for older adults to share their experiences; and

WHEREAS, older Americans expect to continue to live their lives to the fullest.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim May, 2017 to be "Older Americans Month" and urge every resident to take time during this month to acknowledge older adults and the people who serve them as influential and vital parts of our community.

PASSED by a unanimous vote of the Board of Supervisors members present this 2nd day of May, 2017.



FEDERAL D. GLOVER
Chair,
District V Supervisor



JOHN GIOIA
District I Supervisor



CANDACE ANDERSEN
District II Supervisor



DIANE BURGIS
District III Supervisor



KAREN MITCHOFF
District IV 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: May 2, 2017

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: May 2, 2017

Subject: Proclaiming May Mental Health Month in Contra Costa County

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Stephanie Mello, Deputy

Contact: Lynn Enea 68138

cc:

AGENDA ATTACHMENTS

Resolution No. 2017/153

MINUTES ATTACHMENTS

Signed Resolution No.

2017/153

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2017/153

Proclaiming the Month of May 2017 as Mental Health Awareness Month in Contra Costa County

WHEREAS, it is increasingly important to emphasize that mental health is essential for the wellbeing and vitality of our families, businesses and communities; and
WHEREAS, recovery is possible through appropriate medical, social and culturally responsive support and services; and
WHEREAS, individuals and families living with mental health concerns share with all community members a right to fair and equitable practices and community processes in the pursuit of education, housing and employment; and
WHEREAS, all stakeholders and community members can participate in efforts to effectively address and support the delivery of culturally responsive services and supports, thereby reducing recovery times, hospitalizations, and relapses; and
WHEREAS, there is a commitment and a need to increase awareness at all levels and educate the public, replace misinformation and eliminate stigma about mental illness and promote understanding that people with mental illness can lead productive lives; and
WHEREAS, the community holds the responsibility to ensure that mental health services are available to all residents.
NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY proclaims the month of May 2017 as “Mental Health Awareness Month” in Contra Costa County and encourages all residents to promote the restoration of mental wellness in the community.

FEDERAL D. GLOVER
Chair, District V Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

KAREN MITCHOFF
District IV 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: May 2, 2017

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

In the matter of proclaiming the Month of May, 2017
as "Mental Health Awareness Month" in Contra Costa County Resolution No. 2017/153

WHEREAS, it is increasingly important to emphasize that mental health is essential for the wellbeing and vitality of our families, businesses, and communities; and

WHEREAS, recovery is possible through appropriate medically, socially, and culturally responsive support and services; and

WHEREAS, individuals and families living with mental health concerns share with all community members a right to fair and equitable practices and community processes in the pursuit of education, housing, and employment; and

WHEREAS, all stakeholders and community members can participate in efforts to effectively address and support the delivery of culturally responsive services and supports, thereby reducing recovery times, hospitalizations, and relapses; and

WHEREAS, there is a commitment and a need to increase awareness at all levels and educate the public, replace misinformation, and eliminate stigma about mental illness, and promote understanding that people with mental illness can lead productive lives; and

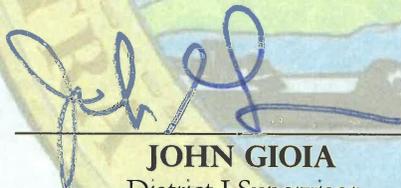
WHEREAS, the community holds the responsibility to ensure that mental health services are available to all residents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim the month of May, 2017 as "Mental Health Awareness Month" in Contra Costa County and encourage all residents to promote the restoration of mental wellness in the community.

PASSED by a unanimous vote of the Board of Supervisors members present this 2nd day of May, 2017.



FEDERAL D. GLOVER
Chair,
District V Supervisor



JOHN GIOIA
District I Supervisor



CANDACE ANDERSEN
District II Supervisor



DIANE BURGIS
District III Supervisor



KAREN MITCHOFF
District IV 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: May 2, 2017

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

By Stephanis Melis, Deputy



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: May 2, 2017

Subject: Medical Staff Appointments and Reappointments – April, 2017

RECOMMENDATION(S):

Approve the medical staff appointment and reappointments, additional privileges, advancements, voluntary resignations, changes to dental privileges, as recommend by the Medical Staff Executive Committee, at their April 17, 2017 meeting, and by the Health Services Director.

FISCAL IMPACT:

None.

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with the Joint Commission on Accreditation of Healthcare Organizations.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Anna Roth, 925-370-5101

cc: Tasha Scott, Marcy Wilhelm

ATTACHMENTS

April List

Dental Privilege
Changes

A. New Medical Staff Members

Tony Chan, MD	Psychiatry/Psychology
Joey Chang, MD	Emergency Medicine
John Ganey, MD	Internal Medicine
Matthew Hirschtritt, MD	Psychiatry/Psychology
Saurabh Sethi, MD	Internal Medicine
Leilani Sharpe, MD	Psychiatry/Psychology
Srikanth Reddy, MD	Internal Medicine
Jamal Zaka, MD	Internal Medicine

B. Application for Moonlighting Privileges

Victoria Chew, MD	Family Medicine
Mariel Lougee, MD	Family Medicine

C. Advance to Non-Provisional

Initha Elangovan, MD	Internal Medicine (Pulmonary)
James Fernandez, MD	Diagnostic Imaging (vRad)
Sefanit Mekuria, MD	Pediatrics
Arati Pratap, MD	Internal Medicine (Gasto)
Michael Stokes, DDS	Dental
Robert Streett, MD, PhD	Psychiatry/Psychology
Frank Welte, MD	Diagnostic Imaging (vRad)

D. Biennial Reappointments

Robin Asher, MD	Psychiatry/Psychology	A
Francis Barham, MD	Psychiatry/Psychology	H
Amy Buoncristiani, MD	Emergency Medicine	A
Mario Corona, MD	Internal Medicine (Nephrology)	C
Anna Fiskin, MD	Psychiatry/Psychology	C
Neil Jayasekera, MD	Emergency Medicine	A
Nerissa Ko, MD	Internal Medicine (Neurology)	C
Richard Kops, MD	Internal Medicine (Pulmonary)	C
Scott Loeliger, MD	OB/GYN	C
Richard Long, MD	Surgery (Urology)	C
David MacDonald, MD	Hospitalist	A
Joseph Macedo, MD	OB/GYN	A
Rebecca Miller, MD	Emergency Medicine	A
Aileen Murphy, DO	Surgery (General)	C
Harvey Olsen, MD	Internal Medicine (Gastroenterology)	C
Shaista Rauf, MD	Internal Medicine (Neurology)	A
Will Sheldon, MD	Family Medicine	A
Stephen Weiss, MD	Surgery (General)	A

E. Biennial Renewal of Residents

Madeline Cozad, MD
Erik Gonzalez, MD
Kari Kompaniez, MD
Tiffany Lu, MD
Adelaida Magallanes, MD
Ashley Ottman, MD
Lauren Pallis, MD
Evan Pulvers, MD
Naman Shah, MD
Marcella Torres, MD
Ariel Wagner, MD

F. Biennial Renew of Privileges

Adam Danko, NP	Psychiatry/Psychology	AFF
Brandy Singh, NP	Internal Medicine	AFF

G. Voluntary Resignations

Kenneth Brooks, MD	Family Medicine-East Division
Charles Crane, MD	Family Medicine-West Division
Patrick Nolan, MD	Psychiatry/Psychology

H. Medical Staff Membership Category Change

Requested By:	Current Category	Requested Category
Matthew White, MD	Courtesy	Active

I. Request for Secondary Department

Name:	Primary Dept.	Secondary Dept.
Daniel Lee, MD	Family Medicine	Internal Medicine-Gastro

April 5, 2017 Proposed Dental Privilege Change

DEN9

Existing Privilege:

DEN	DEN 9	Simple Endodontics (wide open chamber, patent canals).	C	DDS	OS	10
			U	DDS or DMD	3	1 case in last 4 yrs.
				Endo	N/A	N/A

Proposed Privilege Change:

DEN	DEN 9	Simple Endodontics (wide open chamber, patent canals).	C	DDS or OS	N/A	N/A
			U	DDS or DMD	3	1 case in last 4 years
				Endo	N/A	N/A



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 2, 2017

Subject: Workforce Development Board Resignation

RECOMMENDATION(S):

ACCEPT the resignation of James Araby, DECLARE a vacancy in the Workforce Development Board, Workforce Seat #5, and DIRECT the Clerk of the Board to post the vacancy as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

None.

BACKGROUND:

Mr. Araby resigned February 17, 2017. He was appointed March 29, 2016. The Seat will expire June 30, 2020.

The Workforce Development Board (WDB) is a business-led body with the mission to shape and strengthen local and regional workforce development efforts. The WDB brings together leaders from business, economic development, education, labor, community-based organizations, and public agencies to align a variety of resources and organizations to enhance the competitiveness of the local workforce and support economic vitality in Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

The Workforce Development Board may not have enough filled seats to be able to conduct routine business.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Elaine Burres, 313-1717

cc:



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: May 2, 2017

Subject: Suribachi Hill Name Change

RECOMMENDATION(S):

RECOMMEND to the Board on Geographic Names at the U.S. Geologic Survey to name the hill on which there is an Iwo Jima memorial, Rodeo area, to Suribachi Hill, as recommended by Supervisor Glover.

FISCAL IMPACT:

None.

BACKGROUND:

The U.S. Board on Geographic Names (BNG) received a request to name a currently unnamed hill in the Rodeo/Crockett Area, to Suribachi Hill. The BNG has requested an official opinion from the Contra Costa County Board of Supervisors, prior to their consideration of the request.

The proposed new name, Suribachi Hill, is for a 492-foot summit near the northwest intersection of Interstate 80 and Cummings Skyway, between Rodeo and Crockett. The name comes from Mount Suribachi on the Japanese island of Iwo Jima, where a U.S. flag was raised on February 23, 1945 during the Battle of Iwo Jima. This event has become an iconic photograph of World War II, which was used by Felix de Weldon to sculpt the Marine Corps War Memorial (Iwo Jima Memorial) in Arlington, Virginia. A Crockett resident, Vince Ramos, installed a [small concrete replica](#) of the Iwo Jima Memorial on the unnamed hill in 2006 to honor his brother Fernando who fought in the Battle of Iwo Jima. The applicant for the name change states, "Since the shape of the memorial is so strongly tied to the

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

Contact: Kristine Solseng, (925)
674-7809

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

>

picture of the flag raising, and since the raising is strongly tied to its location on Mount Suribachi, the name Suribachi Hill is suggested to recognize the presence of the statue.”

The subject property is owned by Conoco Phillips, and staff communications have indicated they do not have any objections to the naming of the hill to Suribachi Hill.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in no recommendation on behalf of the County submitted to the U.S. Board on Geographic Names.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher
Date: May 2, 2017

Subject: 2017 Community Services Block Grant (CSBG) revenue contract amendment #1

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract amendment with the California Department of Community Services and Development increasing the payment limit by \$260,939 to a new limit of \$485,589, to provide Community Services Block Grant program services with no change to term January 1, 2017 through December 31, 2017.

FISCAL IMPACT:

100% Federal funding via California Department of Community Services & Development Pass through of Federal funds / CFDA # 93.569 (no County match)

State: 17F-2007 / Amend 1
County: 39-813-44

BACKGROUND:

The Department received notification of funding from California Department of Community Services and Development on November 22, 2016. As the County's Community Action Agency, the Department's Community Services

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: CSB (925) 681-6345

cc: Nancy Sparks, Sam Mendoza, Cassandra Youngblood

BACKGROUND: (CONT'D)

Bureau regularly receives Community Services Block Grant (CSBG) funding to operate self-sufficiency programs under the advisement of the County's Economic Opportunity Council (EOC). The funding amount is based on the County's low-income population which meets federal poverty guidelines. This initial award for the 2017 program year is a partial allocation based on the partial grant award received by the State from the federal government for CSBG. This amendment is to add funds to the 2017 allocation as the funding is appropriated by congressional action.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department will be hampered in its ability to meet the needs of the community, and to establish partnerships with community based agencies and public organizations.

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Ed Woo, Department of Information Technology
Date: May 2, 2017

Subject: Contract Amendment with City of Brentwood for Radio Communication Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with the City of Brentwood, authorizing the Department of Information Technology to maintain City radio equipment and provide City-requested radio communication services at the rate of \$128 an hour for services performed, plus the cost of any materials and required equipment, for the period July 1, 2017 through June 30, 2018.

FISCAL IMPACT:

Revenue for DoIT's Telecommunications division.

BACKGROUND:

County Department of Information Technology's (DoIT) Telecommunications Division will provide the City of Brentwood with professional telecommunications and related services. Upon request, DoIT will provide maintenance on two City police base station radio repeaters, its in-band repeater, police and City mobile and portable radios as well as providing any City-requested radio communication services at the rate of \$128 an hour, for services performed between July 1, 2017 through June 30, 2018, plus the cost of any materials and required equipment. The County has provided such services to the City of Brentwood since 2013.

CONSEQUENCE OF NEGATIVE ACTION:

Reduced revenue for the radio division, which could increase labor rates.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Ed Woo, 925-383-2688

cc:

ATTACHMENTS

Original Brentwood Agreement

1st Amendment to Brentwood
Agreement

**AGREEMENT FOR RADIO COMMUNICATION SERVICES
(Contra Costa County)**

THIS Agreement for Radio Communication Services is made and entered into as of the _____ day of _____, 2013, and effective as of December 9, 2013 by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Contra Costa County, a political subdivision of the State of California ("County") (each a "Party" and collectively, the "Parties").

RECITALS

City requires the services of technicians experienced in providing radio communication services. County's Department of Information Technology has the necessary experience in providing these services, has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains County to perform, and County agrees to render, those services (the "Services") set forth on Exhibit A attached hereto and incorporated herein by this reference, in accordance with the terms and conditions set forth in this Agreement.

2. Term. Unless earlier terminated, this Agreement will be effective from December 9, 2013 to June 30, 2015.

3. Compensation. The total fee payable for the Services to be performed is a not-to-exceed amount of Twenty Thousand Dollars (\$20,000). County will invoice City once a year for the annual maintenance fee, and on a monthly basis for any City-requested Services performed by County on an hourly rate basis. City will make payment within 30 days after an invoice. No other compensation for the Services will be allowed except as this Agreement may be amended to provide therefor. City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or the Services specified in Exhibit A.

4. Status of County. County will perform the Services as an independent contractor and in pursuit of County's independent calling, and not as an employee of City. County will be under the control of City only as to the results to be accomplished.

5. Indemnification. County will hold harmless, defend and indemnify City and its officers, agents and employees from and against any and all claims, demands, costs or liability including reasonable attorneys' fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the County, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

City will hold harmless, defend and indemnify County and its officers, agents and employees from and against any and all claims, demands, costs or liability including reasonable attorneys' fees arising out of or in any way connected with the performance of

this Agreement, caused in whole or in part by any act or omission of the City, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of County.

6. Insurance. Each Party shall , at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

- A. Commercial General Liability Coverage. With limits of no less than Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.
- B. Automobile Liability Coverage. Covering all vehicles used in the performance of this Agreement proving One Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- C. Compliance with State Workers' Compensation Requirements. Each Party will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. and shall, at all times, upon demand of the other Party's authorized representative or his/her designee, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with California Labor Code.
- D. Other Insurance Provisions. The insurance of each Party will be in force during the life of this Agreement and will not be cancelled without thirty (30) days prior written notice to the other Party by certified mail. City or County (as applicable), its officers, agents and employees will be named as additional insureds on commercial general and automobile liability insurance on the other Party's policy.
- E. Self-Insurance. The Parties may each satisfy its insurance obligations stated above by providing satisfactory evidence that it is self-insured and has sufficient financial resources to meet the insurance obligations stated herein.

7. Compliance With Laws. The Parties will comply with all applicable local, state and federal laws and regulations including, but not limited to, those related to air pollution control and those prohibiting discrimination and harassment; and those related to the payment of prevailing wages.

8. Assignment. Neither Party may assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of the other Party.

9. Termination. City or County may terminate this Agreement at any time after a discussion, and written notice to the other Party. City will pay County's cost for Services completed up to the time of termination, if the Services have been completed in accordance with this Agreement.

10. Choice of Law. This Agreement shall be governed by the laws of the State of California.

11. Authority. The individuals executing this Agreement on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions of this Agreement.

COUNTY:

CITY:

By: _____
David Twa, County Administrator

By: _____
Paul R. Eldredge, City Manager

APPROVED AS TO FORM:
Sharon L. Anderson, County Counsel

ATTEST:

By: _____

By: _____
Margaret Wimberly, City Clerk

Name: _____
Deputy County Counsel

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

EXHIBIT A

SCOPE OF SERVICES AND FEES

The County Department of Information Technology will provide yearly maintenance on two City police department base station radio repeaters and its in-band repeater at an annual fee of \$1,800.00 as well as providing any City-requested radio communication services at the rate of \$120 an hour.

**AMENDMENT NO. 1 TO THE AGREEMENT FOR RADIO COMMUNICATION SERVICES
(Contra Costa County)**

This Amendment No. 1 is entered into and effective as of the ____ day of _____, 2017, amending the agreement dated July 2, 2015, (as amended, the "Agreement") by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Contra Costa County, a political subdivision of the State of California ("County") (each a "Party" and collectively, the "Parties").

RECITALS

A. The Parties desire to alter the Agreement's scope of work to decrease the hourly labor rates; and

B. The Parties desire to extend the Agreement to June 30, 2018; and

C. The Parties have negotiated and agreed to a new scope of work and fee schedule, which is attached to and incorporated in by this reference as Exhibit "A," Scope of Services and Fee.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Section 2 (Term) of the Agreement, is hereby amended by deleting "June 30, 2017" there-from and replacing it with "June 30, 2018".

2. Exhibit A (Scope of Services and Fees) to the Agreement, , is hereby deleted and replaced with the Exhibit A attached hereto.

3. Except as amended herein, all other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect.

4. All requisite insurance policies to be maintained by the County pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

5. The individuals executing this Amendment and the instruments referenced in it on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions of this Amendment.

COUNTY:

CITY:

By: _____
David Twa, County Administrator

By: _____
Gustavo "Gus" Vina, City Manager

APPROVED AS TO FORM:
Sharon L. Anderson, County Counsel

ATTEST:

By: _____

By: _____
Margaret Wimberly, City Clerk

Name: _____
Deputy County Counsel

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

EXHIBIT A

SCOPE OF SERVICES AND FEES

Upon City request the County Department of Information Technology will provide maintenance on two City police base station radio repeaters, its in-band repeater, police and City mobile and portable radios as well as providing any City-requested radio communication services at the rate of \$128 an hour.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 2, 2017

Subject: Corporation for National and Community Service Grant, Retired Senior Volunteer Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept grant funding in an amount not to exceed \$179,493 from Corporation of National and Community Service for the Retired Senior Volunteer Program in an amount not to exceed \$179,493 for the period September 1, 2017 through March 1, 2018.

FISCAL IMPACT:

County to receive a grant in an amount not to exceed \$179,493 from the Corporation of National and Community Service (100% Federal) (10.2% (\$20,475) in kind match).

BACKGROUND:

The Retired Senior Volunteer Program (RSVP) through the Corporation for National and Community Service (CNCS) grant supports volunteers 55 years of age and older in activities that serve community needs and respond to a wide variety of national performance areas such as: disaster, education, economic opportunity, environment, healthy futures, and veterans and military families needs. RSVP offers a diverse range of volunteer activities that serve communities to create measurable impact, benefit volunteers through the senior experience, and create community capacity

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Elaine Burres, 313-1717

cc:

BACKGROUND: (CONT'D)

and senior engagement. The Employment and Human Services Department, Area Agency on Aging, will provide outreach and recruitment of volunteers to engage with home bound and isolated populations, matching individuals with volunteers with similar interests to enhance the quality of life.

CONSEQUENCE OF NEGATIVE ACTION:

The Retired Senior Volunteer Program (RSVP) would not be adequately funded in Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: May 2, 2017

Subject: Educational Courses for the Law Enforcement Training Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the Contra Costa Community College District in an amount not to exceed \$631,125 to provide educational courses at the Law Enforcement Training Center for the period July 1, 2017 through June 30, 2018.

FISCAL IMPACT:

No County costs. \$631,125 revenue. The College District will pay the Office of the Sheriff \$3.75 per student instructional hour that is eligible for state general apportionment less guest lecturer costs and standard student enrollment fees.

BACKGROUND:

The Contra Costa Community College District provides educational courses through its various programs to meet the needs of the Office of the Sheriff's Training Program. The Contra Costa Community College District will transcript all acceptable coursework for the Office of the Sheriff's Law Enforcement Training Center students.

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff will not be able to transcript certain classes taken by students of the Law Enforcement Training Center (LETC). In addition, \$3.75 per student instructional hour will not be claimable, resulting in a budget shortfall of \$631,125 in the LETC Enterprise Fund for fiscal year 2017/18.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Sandra Brown, 335-1553

cc:

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: May 2, 2017

Subject: Grant to Library from the Sunlight Giving Foundation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$55,000 from Sunlight Giving Foundation to provide materials and supplies for an early literacy reading room at the Shields-Reid Community Center in North Richmond, for the period June 1, 2017 through June 30, 2018.

FISCAL IMPACT:

No Library Fund match.

BACKGROUND:

Sunlight Giving supports organizations that create and maintain safe spaces for children and families, and has a particular interest in ensuring that safe places are offered in all neighborhoods and communities. Their mission is to sustain healthy families and strong communities. Sunlight Giving supports local and national organizations that provide basic services to low-income families with children ages 0-5 in vulnerable communities throughout the United States. This will be the first time Contra Costa County Library has received funds from Sunlight Giving.

CONSEQUENCE OF NEGATIVE ACTION:

The Early Literacy Reading Room project will not be implemented.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Walter Beveridge
925-608-7730

cc:

CHILDREN'S IMPACT STATEMENT:

These grant funds will create a warm, inviting place for the 400 or so 0-5 aged children of North Richmond to learn early literacy skills through unstructured play and reading.



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: May 2, 2017

Subject: NASA@My Library grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$1,300 from NASA@ My Library to provide programs, training and materials at the Pittsburg and Bay Point Libraries, for the period May 1, 2017 through October 31, 2018.

FISCAL IMPACT:

No Library Fund match.

BACKGROUND:

The NASA@ My Library grant is a joint effort through the [American Library Association \(ALA\) Public Programs Office](#) and the [NASA STEM \(National Aeronautics and Space Administration, Science, Technology, Engineering and Math\) Activation program](#). Receipt of the NASA@ My Library grant will provide hands-on STEM programs to underserved and low-income Hispanic communities in Pittsburg and Bay Point. The funds and resources from this grant will be used to create high profile STEM events at the Pittsburg and Bay Point libraries, encouraging young patrons to discover and explore STEM as well as increase awareness of library resources.

CONSEQUENCE OF NEGATIVE ACTION:

NASA@ My Library programs will not be implemented.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** 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: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Walter Beveridge
925-608-7730

cc:

CHILDREN'S IMPACT STATEMENT:

By collaborating with NASA, the Pittsburg and Bay Point Libraries will support nationwide efforts to increase children's exposure to the STEM subjects, ultimately increasing their participation in STEM careers, which will help youth prepare for a productive adulthood and increase their quality of life.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: May 2, 2017

Subject: POST Emergency Vehicle Operations Course Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the California Commission on Peace Officer Standards and Training, including full indemnification of the State of California, to pay the County an initial amount of \$110,000 to provide Emergency Vehicle Operations Course instruction for the period July 1, 2017 through June 30, 2018.

FISCAL IMPACT:

No County Costs. \$110,000; 100% Revenue, State of California. Budgeted in fiscal year 2017/18.

BACKGROUND:

The Office of the Sheriff - Law Enforcement Training Center provides State Commission on Peace Officer Standards and Training (POST) approved Emergency Vehicle Operations Course (EVOC) instruction, required by P.O.S.T., for qualified law enforcement personnel. P.O.S.T. provides funding on an annual basis for agencies that present this training. The contract allows the Law Enforcement Training Center to initially train 110 students at an initial cost of \$1,000 per student.

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff will not be able to provide or be reimbursed for the services outline in the contract.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: May 2, 2017
, County Administrator and Clerk of the Board of Supervisors

By: Rolanda Hartfield, Deputy

Contact: Sandra Brown,
925-335-1553

cc:

CHILDREN'S IMPACT STATEMENT:

N/A



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: May 2, 2017

Subject: Approve a Blanket PO for JC Paper Company

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a blanket purchase order with JC Paper Company, in the amount of \$399,990, for paper products, for the period of August 1, 2017 to July 31, 2019, Countywide.

FISCAL IMPACT:

Costs are recovered through charge outs to County departments. 100% Department User Fees.

BACKGROUND:

Carbonless paper and recycled copy paper is purchased in volume and is used by the departments and the Print and Mail Services Division for printing of forms and copies. Departments also place orders for blank recycled paper through Print and Mail Services. The cost of the paper is charged back to the departments. This allows the County to purchase in bulk at lower prices.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, costs for paper may increase.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Marie Estrada 925
646-5515

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: May 2, 2017

Subject: Cancellation Agreement #76-544-1 and Contract #76-544-2 with Dayana Carcamo-Molina, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County as follows: 1. Cancellation Agreement #76-544-1 with Dayana Carcamo-Molina, M.D., an individual, effective on the close of business on April 30, 2017; and 2. Contract #76-544-2 with Dayana Carcamo, M.D., Inc., a corporation, in an amount not to exceed \$1,220,000, to provide gastroenterology services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from May 1, 2017 through July 31, 2019.

FISCAL IMPACT:

This contract is funded 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On July 12, 2016, the Board of Supervisors approved #76-544 with Dayana Carcamo-Molina, M.D., for the provision of gastroenterology services including, but not limited to: clinic coverage, consultation, on call coverage and medical procedures at CCRMC for the period from August 1, 2016 through July 31, 2019. Due to a change in the Contractor's legal status, the Department and Contractor have agreed to a mutual cancelation of Contract #76-544 in accordance with

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: May 2, 2017
David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Samir Shah, M.D.,
925-370-5525

By: Rolanda Hartfield, Deputy

BACKGROUND: (CONT'D)

General Conditions, Paragraph 5. (Termination and Cancellation).

Approval of Cancellation Agreement #76-544-1 will accomplish this termination. Approval of Contract #76-544-2 will allow the Contractor to continue to provide gastroenterology services at CCRMC through July 31, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring gastroenterology services at CCRMC will not have access to Contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: May 2, 2017

Subject: Change Order to Blanket Purchase Order with Cardinal Health 200, LLC

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a change order to Purchase Order #F2595 with Cardinal Health 200, LLC., to add \$150,000 for a new total of \$249,000 for the purchase of medical supplies for the Clinical Laboratory, Operating Room, Storeroom and Radiology Units of the Contra Costa Regional Medical Center (CCRMC) with no change in the term of January 1, 2015 through December 31, 2017.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I Budget.

BACKGROUND:

The CCRMC Clinical Laboratory purchases reagents, blood culture bottles, pregnancy test kits and many other products from this vendor for the purposes of patient testing. The Operating Room, Storeroom, and Radiology Unit also use this Purchase Order to purchase medical supplies for patient care. This Change Order will allow several other Cardinal Blanket Purchase Orders to be cancelled and consolidated into one.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Anna Roth, 925-370-5101

cc: Tasha Scott, Marcy Wilhelm, Margaret Harris

CONSEQUENCE OF NEGATIVE ACTION:

If this Change Order is not approved the Clinical Laboratory, Operating Room, Storeroom and Radiology Units of the Contra Costa Regional Medical Center (CCRMC) will be unable to purchase necessary supplies for patient testing.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: May 2, 2017

Subject: Contract Amendment Agreement #22-219-59 with Compass Group USA, Inc. (dba Compass Group Foodservice)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #22-219-59 with Compass Group USA, Inc. (dba Compass Group Foodservice), a non-profit corporation, effective June 1, 2017, to amend Novation Contract #22-219-58, to increase the payment limit by \$30,945 from \$2,704,537 to a new payment limit of \$2,735,482, with no change in the original term of July 1, 2016 through June 30, 2017.

FISCAL IMPACT:

This contract is 100% federally funded, through the State, under Title III C-1 and Title III C-2 of the Federal Older Americans Act of 1965. (No rate increase)

BACKGROUND:

On August 2, 2016, the Board of Supervisors approved Novation Contract #22-219-58 with Compass Group USA, Inc. (dba Compass Group Foodservice) for the provision of home delivered meals to the Contra Costa County Senior Nutrition Program, for the period from July 1, 2016 through June 30, 2017. Approval of Contract Amendment Agreement #22-219-59 will allow the Contractor to provide additional home delivered meal services through June 30, 2017.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE:
- John Gioia, District I Supervisor
 - Candace Andersen, District II Supervisor
 - Diane Burgis, District III Supervisor
 - Karen Mitchoff, District IV Supervisor
 - Federal D. Glover, District V Supervisor

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

ATTESTED: May 2, 2017
David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Daniel Peddycord,
925-313-6712

By: Rolanda Hartfield, Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the elderly, disabled, and AIDS/HIV diagnosed citizens of Contra Costa County participating in the Senior Nutrition Program may not receive the appropriate meals or nutrition.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 2, 2017

Subject: Contract with Social Service Staffing & Recruiting, Inc. for Temporary Social Workers

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Social Service Staffing & Recruiting, Inc. in an amount not to exceed \$640,000 to assist with the projected department need for qualified temporary social workers for clients of Children and Family Services Program, for the period of July 1, 2017 through June 30, 2018. (10% County; 45% State; 45% Federal)

FISCAL IMPACT:

\$640,000.00: 10% County; 45% State; 45% Federal (Administrative Overhead)

BACKGROUND:

Children and Family Services Bureau (CFS) continues to experience difficulties in recruiting and retaining qualified social workers. Currently there are 30 vacancies, resulting in higher than optimal caseloads. Recruitment efforts through Human Resources have produced candidates but not adequate numbers to fill all vacancies. Even when new Social Workers are recruited, they require extensive training to be ready to assume a caseload. Social Service Staffing & Recruiting, Inc. ensures a ready source of temporary fully qualified social workers to immediately

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Gina Chenoweth 3-1648

cc:

BACKGROUND: (CONT'D)

address the situation to ensure child safety. Additionally, Social Workers obtained through this contractor may become interested in permanent County positions and apply for current vacancies, which would support the Department's efforts to fill permanent positions with qualified and well trained applicants familiar with CFS programs, clients, and procedures.

CONSEQUENCE OF NEGATIVE ACTION:

Clients in CFS programs may not be served efficiently by qualified social workers when Contra Costa County does not immediately have qualified social workers.

CHILDREN'S IMPACT STATEMENT:

The services provided under this contract support all five of Contra Costa County's community outcomes: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by ensuring children and families in CFS programs are working with qualified staff on a consistent basis.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: May 2, 2017

Subject: Contract #26-769-4 with Bryan Ristow, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-769-4 with Bryan Ristow, M.D., an individual, in an amount not to exceed \$1,656,000, to provide cardiology services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from June 1, 2017 through May 31, 2020.

FISCAL IMPACT:

This contract is funded 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On June 3, 2014, the Board of Supervisors approved Contract #26-769 (as amended by Amendment Agreements #26-769-1 through #26-769-3) with Bryan Ristow, M.D., for the provision of cardiology services including, but not limited to: clinic coverage, consultation, inpatient sessions, training, on-call coverage, and reading cardiology studies at CCRMC, for the period from June 1, 2014 through May 31, 2017. Approval of Contract #26-769-4 will allow the Contractor to continue to provide cardiology services at CCRMC through May 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring cardiology services at CCRMC will not have access to Contractor's services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: May 2, 2017
David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Samir Shah, M.D.,
925-370-5525

By: Rolanda Hartfield, Deputy



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: May 2, 2017

Subject: Contract #27-264-10 with East Bay Nephrology Medical Group, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee to execute on behalf of the County, Contract #27-264-10 with East Bay Nephrology Medical Group, Inc., a corporation, in an amount not to exceed \$700,000, to provide nephrology and internal medicine services for Contra Costa Health Plan members and County recipients for the period from May 1, 2017 through April 30, 2019.

FISCAL IMPACT:

This contract is funded 100% by Contra Costa Health Plan Enterprise Fund III. Costs depend upon utilization. (No rate increase)

BACKGROUND:

On April 21, 2015 the Board of Supervisors approved Contract #27-264-9 with East Bay Nephrology Medical Group, Inc., for the period May 1, 2015 through April 30, 2017 for the provision of nephrology and internal medicine services to Contra Costa Health Plan members and County recipients.

Approval of Contract #27-264-10 will allow the Contractor to continue to provide nephrology/internal medicine services to Contra Costa Health Plan members through April 30, 2019.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: May 2, 2017

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

Contact: Patricia Tanquary,
925-313-6004

By: Rolanda Hartfield, Deputy

cc: Alaina Floyd, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for Contra Costa Health Plan members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: May 2, 2017

Subject: Purchase of cable television production vehicle

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of CCTV, to execute a purchase order with TV Pro Gear, not to exceed \$115,000, for the purchase of a cable television production vehicle.

FISCAL IMPACT:

100% funded by Public, Education and Government fees paid by cable television providers.

BACKGROUND:

Contra Costa Television (CCTV) produces government and community television programming throughout Contra Costa County. This content is shown on one or more of the five PEG (Public, Education, and Government) channels that CCTV manages. Many of these productions are done with a single camera or a single operator, in rooms pre-wired with multiple remote-control cameras. Conversely, many productions require multiple cameras and a crew of more than one to be deployed in the field. Currently, CCTV performs these duties by either hauling gear in staff-owned vehicles or rented utility-type vehicles. The latter option is used when there is no onsite place for a mobile "control room" and one is configured in the cargo area of the vehicle.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Betsy Burkhart, (925)
313-1180

cc:

BACKGROUND: (CONT'D)

An intermediate level of preparation for these types of productions involves the use of "fly-packs" or prewired and configured equipment racks, often on wheels. CCTV and the City of Pittsburg, one of CCTV's partners in the management of DeltaTV, each own fly-packs. CCTV is also collaborating with the Cities of Pittsburg and Antioch, educational institutions and community radio (KLSN) in the area to develop a sports production internship program.

The demand for multi-camera productions has been steadily increasing. To better serve PEG TV needs, CCTV has been researching the capability of a mobile production vehicle that would address our unique transportation plus broadcasting needs. A California-based vendor was located that specializes in the outfitting of mobile production vehicles that utilize fly-packs, rather than permanently installed equipment. Costs for their vehicles can vary, depending on the level of customization and new equipment needs of the customer. Turnaround time for their units can take 6 months or more.

At recent trade conference, CCTV learned of the opportunity to purchase the vendor's year-old demonstration vehicle at a significant discount. This vehicle meets the needs we identified: use of fly-packs, ability to hold a production crew and interns, use of shore power, no requirement for a commercial driver's license, ramps, branding opportunities, etc. It includes a year of extended warranty. CCTV could take delivery after its final use at the National Association of Broadcasters Expo and Convention in April 2017.

CONSEQUENCE OF NEGATIVE ACTION:

CCTV's purchase of a mobile production unit will be delayed and costs will increase. Collaborations with local partners and educational institutions will be delayed or underserved.

CHILDREN'S IMPACT STATEMENT:

CCTV's production management and support services include production services for the educational and children's services community. The creation of new, local content that serves these communities will be enhanced. CCTV's increased production capacity is only one factor in the development of the local media ecosystem, of which, existing school-based media programs are a part. CCTV will continue to build its infrastructure and media systems to support these programs.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: May 2, 2017

Subject: Purchase Order and Software and Maintenance Agreement with Panoramic Software, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent on behalf of the Health Services Department, to execute (1) a Purchase Order with Panoramic Software Inc., (PanoSoft), and (2) a Software License Agreement and Software Maintenance Agreement, in an amount not to exceed \$108,000 for hosted public guardian software for the period from July 1, 2016 through June 30, 2019.

FISCAL IMPACT:

100% Funding is included in the Hospital Enterprise Fund I Budget.

BACKGROUND:

The Health Services Department uses Panoramic pre-customized software to meet the needs of Public/Guardian/Conservatorship Program (PGPC) in Conservatorship, case, and money management. PanoSoft Enterprise software tracks client fiduciary funds, investigations, clients, addresses, case notes, visits, relatives, public benefits and more through web-based applications.

Approval will allow the vendor to provide services through June 30, 2019. The Software License Agreement obligates the County to indemnify the vendor for any third party losses arising out of County's breach of the agreement.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** 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: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: David Runt,
925-313-6228

CONSEQUENCE OF NEGATIVE ACTION:

Failure to renew this product would result in loss of the ability for implementation of the Conservatorship, case, and money management of the PGPC program.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: May 2, 2017

Subject: Purchase Order with Roche Diagnostics Corp.

RECOMMENDATION(S):

Approve and Authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a Purchase Order with Roche Diagnostics Corp., in an amount not to exceed \$790,148 for purchase of reagents and supplies for the Contra Costa Regional Medical Center (CCRMC) for the period of May 1, 2017 through April 30, 2022.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprises Fund I budget.

BACKGROUND:

CCRMC uses the Surepath Pap Smear for its patients. Roche Diagnostics Corp. has the only Food and Drug Administration approved Human papillomavirus (HPV) test on Surepath medium. One single specimen vial can perform both HPV and pap-test. The HPV test is able to detect a total of 14 HPV high risk types.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, the Pathology department will not be able to efficiently and effectively detect cervical cancer in women since the HPV test with the pap together is the only screening test for this cancer.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Anna Roth, 925-370-5101

cc: Tasha Scott, Marcy Wilhelm, Margaret Harris



Contra
Costa
County

To: Board of Supervisors
From: Ed Woo, Chief Information Officer
Date: May 2, 2017

Subject: RATIFY Execution of the AT&T Master Agreement

RECOMMENDATION(S):

RATIFY the County Chief Information Officer's execution of (1) AT&T Master Agreement, dated August 19, 2009, between County and AT&T, (2) AT&T Statement of Work Addendum to Master Agreement, dated July 24, 2014, and (3) Change Order GBS194737-3 to the Master Agreement, dated July 23, 2015, for AT&T Unified Communications Services, and authorize payment under the Master Agreement and supplements in an amount not to exceed \$1,740,000 for the deployment of an AT&T hosted telephone solution, countywide, effective until terminated by either party on not less than thirty (30) days' prior written notice to the other party.

FISCAL IMPACT:

The cost of the new system and service will be charged back to the owning departments via DoIT's billing system. The new hosted telephone system is expected to result in long-term cost savings due to the use of combined network and phone services. One-time supplemental costs are anticipated related to the changeover and publication of new phone numbers and office stationary.

BACKGROUND:

The County is moving away from a premise-based phone system. The move to a hosted system will allow DoIT to react and provide services to new or remodeled buildings in a timely manner. The AT&T Hosted Unified Communication Service is a Cisco based platform allowing for enhanced features (unified communication), functions (remote worker) and deployment of a 911 (EMS location specific information) service countywide. These services would provide the County with enhanced disaster recovery ability, multi-source access to phone

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Supervisor

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ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Ed Woo, (925) 608-4071

cc:

BACKGROUND: (CONT'D)

service (smartphone application), voicemail, call center application and emergency services.

As DoIT rolls out the new phone system numbers will change. To minimize disruption, a number range will be provided to each department before the phone cutover begins, enabling new numbers to be published online and in email auto-signatures. Departments will also be able to forward a new phone number to an old phone number, enabling a department to advertise the new numbers even before the new phone system is installed.

On July 27, 2009, the Chief Information Officer (CIO) executed a Master Agreement with AT&T for all services and equipment bought from AT&T, from that point going forward, that are provided under Pricing Schedules attached to or referencing the Master Agreement ("Services"). As per the Master Agreement, other services may be provided by signing additional Pricing Schedules at any time.

The CIO subsequently executed an AT&T Statement of Work Addendum to Master Agreement (GBS194737), dated July 24, 2014, and Change Order GBS194737-3 to the Master Agreement, dated July 23, 2015, for AT&T Unified Communications (GBS194737-3). These agreements allow for the Department of Information Technology to deploy AT&T Hosted Unified Communication service at new sites for the Health Service Department, Agriculture Department, County Library Administration, and Employment and Human Services Department.

In accordance with Administrative Bulletin No 616.0, the purchase of hardware, software and computer-related services (including any related maintenance, licensing and support services) require Board of Supervisors approval. The County Administrator's Office has reviewed this request and recommends approval.

CONSEQUENCE OF NEGATIVE ACTION:

If this is not approved, DoIT will be unable to procure the necessary services and equipment needed to deploy telephone systems at new and existing buildings around the County.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: May 2, 2017

Subject: Amendments to FY 2016/17 Keller Canyon Mitigation Fund Allocation Plan

RECOMMENDATION(S):

APPROVE and AUTHORIZE two changes to the FY 2016/17 Keller Canyon Mitigation Fund Allocation Plan.

1. Redirect \$23,000 from line item #77, District V Seminars/Summits, to line item #57, Ambrose Park Aquatic Center Project; and
2. Amend the program scope of line item #70 from "Bay Point Municipal Advisory Committee Operations" to "Bay Point Municipal Advisory Committee Operations and Community Projects".

FISCAL IMPACT:

Recommended amendments are re-allocations of Keller Canyon Mitigation Funds and therefore have no impact on the County's General Fund.

BACKGROUND:

This is a revision of the Keller Canyon Mitigation Fund Allocation Plan approved on Board Order C.112 at the July 19, 2016 Board of Supervisors meeting.

Ambrose Park Aquatics Complex Project

At its May 10, 2016 meeting, the Board of Supervisors approved funding for the Ambrose Park Aquatics Project (the "Project") in the amounts of \$150,000 in FY 2015/16 and \$100,000 in FY 2016/17 for a total allocation of \$250,000.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: May 2, 2017
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stephanie Mello, Deputy

Contact: Kristen Lackey (925)
674-7888

cc:

BACKGROUND: (CONT'D)

>

When developing the FY 2016/17 allocation plan, the FY 2016/17 allocation for the Project was reduced from \$100,000 to \$77,000 to be consistent with the level of funding referenced in the Ambrose Recreation and Park District's March 10, 2016 meeting minutes. The Project is now in progress and has experienced increased costs due to change orders, and the District is requesting the additional \$23,000 originally approved. The \$23,000 can be re-programmed from the \$50,000 allocation to District V Initiatives for Seminars/Summits (line item #77) since the annual Youth Summit will not take place during FY 2016/17.

Bay Point Municipal Advisory Council

At its April 4, 2017 meeting, the Bay Point Municipal Advisory Council voted to re-program \$1,800 of their \$2,500 operations allocation (line item #76) to the Sheriff's Department for the following: \$1,000 for the Bay Point Bike Rodeo; \$400 to tow two motor homes from Bay Point; and \$400 for fees associated with disposing of garbage in the Bay Point community. This revision can be accomplished by broadening the program scope from "Municipal Advisory Committee Operations" to "Municipal Advisory Committee Operations and Community Projects".

CONSEQUENCE OF NEGATIVE ACTION:

The Ambrose Park Aquatics Complex will not be completed and the Bay Point Municipal Advisory Council will be unable to contribute to desired projects in the Bay Point community.



Contra
Costa
County

To: Board of Supervisors
From: FINANCE COMMITTEE
Date: May 2, 2017

Subject: POLICY FOR REVIEWING MASTER COMPENSATION AGREEMENTS SUBMITTED BY SUCCESSOR AGENCIES TO FORMER RDAS

RECOMMENDATION(S):

1. ADOPT a policy for the review of compensation agreements submitted to the County, including affected taxing entities governed by the Board of Supervisors, by various cities taking ownership of real property from redevelopment successor agencies throughout the County; and
2. DIRECT the County Administrator, or designee, to negotiate compensation agreements with cities upon receipt by the County and return to the Board of Supervisors for approval.

FISCAL IMPACT:

The policy as proposed would result in the estimated deferral of up to \$6.7 million in one-time revenue due to the County, including taxing entities governed by the Board of Supervisors (i.e. Contra Costa Fire Protection District, Library, Flood Control and Water Conservation District, etc.), from the cities of Oakley, Richmond and Concord. This figure represents the pro-rata share of sale proceeds due at the transfer of ownership from Redevelopment Successor Agencies to the cities. Should additional cities request a compensation agreement from the County, then this figure will increase.

In the case

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: May 2, 2017
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stephanie Mello, Deputy

Contact: Timothy Ewell,
925-335-1036

cc:

FISCAL IMPACT: (CONT'D)

that the County and each City does not successfully negotiate a compensation agreement, the one-time revenue would be due from the cities immediately pursuant to Health and Safety Code section 34180(f)(2).

BACKGROUND:

As part of the 2011 Budget Act, and in order to protect funding for core public services at the local level, the Legislature approved the dissolution of the state's 400 plus Redevelopment Agencies (RDAs). After a period of litigation, RDAs were officially dissolved as of February 1, 2012. As a result of the elimination of the RDAs, property tax revenues are now being used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are now being allocated to cities, counties, special districts, and school and community college districts, thereby providing critical resources to preserve core public services.

To help facilitate the wind-down process at the local level, successor agencies were established to manage redevelopment projects currently underway, make payments on enforceable obligations, and dispose of redevelopment assets and properties. Each Successor Agency has an Oversight Board that supervises its work. The Oversight Board is comprised of representatives of the local agencies that serve the redevelopment project area: the city, county, special districts, and K-14 educational agencies. Oversight Board members have a fiduciary responsibility to holders of enforceable obligations, as well as to the local agencies that would benefit from property tax distributions from the former redevelopment project area.

FINDING OF COMPLETION

Pursuant to Health and Safety Code (HSC) Section 34179.7, the California Department of Finance (DOF) was authorized to issue a finding of completion to a Successor Agency, once the following conditions had been met and verified by December 31, 2015:

- The Successor Agency had paid the full amount as determined during the Due Diligence Reviews and the County Auditor-Controller has reported those payments to DOF, and
- The Successor Agency had paid the full amount as determined during the July True-Up process, or
- The Successor Agency had paid the full amount upon a final judicial determination of the amounts due and confirmation that those amounts have been paid by the County Auditor-Controller, or
- The Successor Agency had entered into a written installment payment plan with DOF for the payments owed from above.

Upon receiving the finding of completion, a Successor Agency is allowed to do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the Recognized Obligation Payment Schedule (ROPS), as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC Section 34191.4 (b) (1) Loan repayments will be governed by criteria in HSC section 34191.4 9 (a) (2).
- Utilize proceeds derived from bonds issued prior to Jan. 1, 2011 in a manner consistent with the original bond covenants per HSC Section 34191.4 (c)
- However, if on a payment plan, and a Successor Agency fails to fully make one or more payments agreed to in the written installment plan, the benefits above may be revoked.

LONG RANGE PROPERTY MANAGEMENT PLAN

Pursuant to Health and Safety Code section 34191.5, within six months after receiving a Finding of Completion from DOF, a Successor Agency is required to submit for approval to its Oversight Board and DOF a Long-Range Property Management Plan (LRPMP) that addresses the disposition and use of the real properties of the former redevelopment agency. If DOF had not approved a plan by January 1, 2016, then the Successor Agency was to have disposed of their property pursuant to 34177 (e).

COMPENSATION AGREEMENTS

Some LRPMPs prepared by successor agencies include a provision providing that certain real property of the former redevelopment agency would be retained and used for future development purposes pursuant to HSC 34179.5(c)(5)(C). As part of that, LRPMPs submitted by successor agencies have contemplated the use of “compensation agreements” between an individual successor agency and affected taxing entities (ATEs), the terms of which are not subject to approval by DOF, pursuant to HSC 34180(f)(1).

Specifically, HSC 34180(f)(1) states that:

If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

On March 28, 2017 the Board of Supervisors referred the issue of establishing a policy for the review of compensation agreements submitted by cities related to redevelopment dissolution to the Finance Committee for evaluation. The Finance Committee met on April 24, 2017 to discuss the issue and has forwarded a policy recommendation to the full Board of review and approval. Today's action requests the Board to adopt the attached policy and direct the County Administrator to commence negotiating with cities as compensation agreements are requesting using the Board's adopted policy.

CONSEQUENCE OF NEGATIVE ACTION:

There will be no formal policy direction from the Board of Supervisors as to how to negotiate compensation agreements requested by cities.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Policy for Evaluating Compensation Agreements Proposed pursuant to HSC 34180 et. seq.



BOARD OF SUPERVISORS

POLICY FOR EVALUATING COMPENSATION AGREEMENTS PROPOSED PURSUANT TO HEALTH AND SAFETY CODE § 34180 *et seq.*

"The County, including all affected taxing entities governed by the Board of Supervisors, will agree to defer payment of the current gross market value of real property transferred from a redevelopment successor agency to a city at the time of the transfer, pursuant to Health and Safety Code (HSC) 34180(f)(1), until such time that the city enters into sale agreement with a developer or other private party, through a negotiated compensation agreement, under the following conditions:

- 1. The deferral of a payment of gross market value will not exceed five years beginning on the date that the compensation agreement is executed by the County and the City.*
- 2. The gross market value paid to the County will be the highest fair market value of the real property, beginning on the date that the compensation agreement is executed until the property is sold. For purposes of determining which year had the highest fair market value, the parties will agree to use the fair market value on the date that the compensation agreement is executed and July 1st of each subsequent year.*
- 3. The County and City will agree to record the executed compensation agreement against all properties identified in the compensation agreement.*
- 4. The City will record an updated Grant Deed against all properties identified in the compensation agreement, subject to final review and approval of the County, which will not be unreasonably withheld, restricting the property's use to representations made in the Successor Agency's Long Range Property Management Plan approved by the California Department of Finance.*
- 5. Should the parties not reach agreement on a compensation agreement, then the City shall compensate the County pursuant to HSC § 34180(f)(2).*



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: May 2, 2017

Subject: Termination of the Davi Trust Fund

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to terminate the Davi Trust and distribute the principal and any accrued interest to the County Library fund for use in purchasing materials and equipment for the Pittsburg Library.

FISCAL IMPACT:

The principal and any accrued interest is to be distributed to the County Library fund for use in purchasing materials and equipment for the Pittsburg Library.

BACKGROUND:

The Davi Trust was created with a donation of \$10,000 in 1968, and \$5,000 in 1970 from Bert Davi, a Pittsburg resident. The interest generated by the \$15,000 fund each year is to be used to purchase materials on food preparation and preservation for the Pittsburg Library. Since that time, the Pittsburg Library has been purchasing cookbooks, videos, books on canning, etc. They are now concerned that other areas of the collection are deficient while the collection on these materials is disproportionate.

Mr. and Mrs. Davi are now deceased and unable to amend the trust. The trust can be terminated in accordance with Prob. Code §15408(b).

Any such purchases after termination will be marked as donations in Memory of Vincent Davi.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/02/2017** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Karen Mitchoff, District IV Supervisor
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ATTESTED: May 2, 2017

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

By: Rolanda Hartfield, Deputy

Contact: Alison McKee,
925-608-7790

cc: Auditor-Controller

CONSEQUENCE OF NEGATIVE ACTION:

The trust will continue to exist and the collection of these materials will continue to be disproportionate compared to the entire collection.