

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**  
**November 6, 2018**

**9:00 A.M. Convene and announce adjournment to closed session in Room 101.**

**Closed Session**

**A. CONFERENCE WITH LABOR NEGOTIATORS**

1. Agency Negotiators: David Twa and Richard Bolanos.

Employee Organizations: Public Employees Union, Local 1; AFSCME Locals 512 and 2700; California Nurses Assn.; SEIU Locals 1021 and 2015; District Attorney Investigators' Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters I.A.F.F., Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Contra Costa County Defenders Assn.; Contra Costa County Deputy District Attorneys' Assn.; Prof. & Tech. Engineers IFPTE, Local 21; and Teamsters Local 856.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

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

1. *Roger J. Canady II v. Contra Costa County*, WCAB No. ADJ10355583
2. *Nancy Rayl v. Contra Costa County*, WCAB No. ADJ10149489

**C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

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

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

Inspirational Thought- *"Thankfulness creates gratitude which generates contentment that causes peace."* ~Todd Stocker, pastor and writer

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.93 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 November 2018 as Adoption Awareness month in Contra Costa County. (Kathy Gallagher, Employment and Human Services Director)

PRESENTATION declaring November 11- 17, 2018 United Against Hate Week in Contra Costa County. (Supervisors Gioia and Glover)

PRESENTATION recognizing November 7, 2018 as the Contra Costa County Shelter-in-Place Education Day. (Tony Semenza, Executive Director of Contra Costa CAER)

PRESENTATION launching the 2018 "Contra Costa County Cares" Holiday Food Fight. (Larry Sly, Executive Director, Food Bank, Kate Sibley, Executive Assistant, LAFCO and Stacey Durocher, Human Resources Department)

**DISCUSSION ITEMS**

**D. 1** CONSIDER Consent Items previously removed.

*There were no items removed for discussion.*

**D. 2** PUBLIC COMMENT (2 Minutes/Speaker)

*Pete Bennett, homeless member of Walnut Creek area, spoke on alleged physical attacks against himself and acquaintances, and requested the Board keep these occurrences in mind, with compassion.*

**D.3** CONSIDER approving an Implementation Plan for Municipal Regional Permit 2.0, as recommended by the Transportation, Water and Infrastructure Committee, Countywide. (Tim Jensen, Contra Costa County Flood Control District)

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.4** HEARING on the Impasse with Teamsters Local 856 regarding job specification revisions for Registered Dentist Assistant, Registered Dental Assistant-Project, and Lead Registered Dental Assistant Classifications; and, CONSIDER implementing revisions to specifications. (David Twa, County Administrator)

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 adopting Resolution No. 2018/519 approving the Memorandum of Understanding between Contra Costa County and the California Nurses Association, implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of October 1, 2018 through September 30, 2021. (David Twa, County Administrator)

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 accepting the 2018 Other Post Employment Benefits Valuation Report as of January 1, 2018 and GASB 74/75 disclosures as of June 30, 2018. (Lisa Driscoll, County Finance 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. 7 CONSIDER reports of Board members.

*The Supervisors encouraged everyone to vote and expressed appreciation for the great efforts of the Clerk-Recorder Elections Division.*

#### **Closed Session**

**By unanimous vote, the Board of Supervisors gave direction to provide amicus support to two federal cases, *City of Chicago v. Sessions*, (7th Cir.) Case No. 18-2885 and *U.S. V. State of California*, (9th Cir.) Case No. 18-16496, challenging the federal government's ability to force local cooperation with immigration enforcement activities.**

ADJOURN in memory of  
***Duane Chapman, Mental Health Commissioner and homeless advocate***  
and for the  
***11 lives lost in the Pittsburgh Pennsylvania shooting***

**Tree of Life Synagogue (L'Simcha Congregation) Pittsburgh, Pennsylvania, October 27, 2018: Joyce Fienberg, Rich Gottfried, Rose Mallinger, Jerry Rabinowitz, Cecil Rosenthal, David Rosenthal, Bernice Simon, Sylvan Simon, Daniel Stein, Melvin Wax, Irving Younger**

*Adjourned today's meeting at 1:15 p.m.*

#### **CONSENT ITEMS**

##### **Road and Transportation**

**C.1** RESCIND Traffic Resolution No. 2018/4469 adopted on August 7, 2018, which prohibited parking on a portion of Trinity Avenue (Road No. 1655X), as recommended by the Public Works Director, Kensington area.

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** ADOPT the Addendum to the Mitigated Negative Declaration for the Kirker Pass Road Northbound Truck Climbing Lane Project in compliance with the California Environmental Quality Act, as recommended by the Public Works Director, Concord area. (13% Surface Transportation Improvement Program Funds, 6% One Bay Area Grant Local Streets and Roads Program Funds, 9% State Match Program Funds; 41% Local Road Funds, 29% Measure J Regional Funds, 2% Measure J Return to Source 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** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Mark Thomas & Company, Inc., effective November 6, 2018, to increase the payment limit by \$15,000 to a new payment limit of \$440,000 for professional engineering services for the Marsh Creek Road Bridge (Br. No. 28C-0141) Replacement Project, Clayton area. (89% Federal Highway Safety Improvement Program Funds and 11% 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.4** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an agreement between Contra Costa County and the City of Richmond for the construction of the Contra Costa County Local Streets and Roads Preservation Project, El Sobrante area. (75% One Bay Area Grant Program - Local Streets and Roads Preservation Program and 25% 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.5** ADOPT Resolution No. 2018/533 to approve and authorize the Chair, Board of Supervisors, to execute a quitclaim deed, to summarily vacate and quitclaim a public service easement for electrical and power transmission purposes in property owned by Alves Ranch, LLC, in connection with the State Route 4 Lowering and Widening Willow Pass Grade Project, and take related actions under the California Environmental Quality Act, as recommended by the Public Works Director, Pittsburg area. (100% Applicant 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

### **Engineering Services**

**C.6** ADOPT Resolution No. 2018/547 accepting completion of improvements for subdivision SD14-09328, for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor 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 execute a month-to-month hangar rental agreement with George Grech for a T-hangar at Buchanan Field Airport effective November 1, 2018 in the monthly amount of \$394.10. (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

**C.8** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Delmar Humbert and Denise Humbert for a T-hangar at Buchanan Field Airport effective October 24, 2018 in the monthly amount of \$394.10. (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.9** DENY claims filed by Maria Artle, CSAA Insurance on behalf of Zachary Aragon, CSAA Insurance on behalf of Vladimir Katsnelson, Timothy Farley, F. Neal Eddy, Kelly O'Connell, Lisa Severs, Jedrek and Melissa Speer, and Sandra Wilson.

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. 2018/542 launching the 2018 "Contra Costa County Cares" Holiday Food Fight, as recommended by the County Administrator.

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. 2018/544 recognizing November 2018 as Adoption Awareness 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

**C.12** Acting as the Board of Directors of the Crockett-Carquinez Fire Protection District, ADOPT Resolution No. 2018/553 recognizing Crockett-Carquinez Fire Protection District Advisory Fire Commissioner Fred Maria on the occasion of his retirement, as recommended by Director 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.13** ADOPT Resolution No. 2018/559 declaring November 11-17, 2018 United Against Hate Week in Contra Costa County, as recommended by Supervisors Gioia and 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.14** ADOPT Resolution No. 2018/558 proclaiming November 7, 2018 as the Contra Costa County Shelter-in-Place Education Day, as recommended 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

### **Hearing Dates**

**C.15** FIX a public hearing for December 11, 2018, to consider adopting Resolution No. 2018/556 to adopt a new Fines and Charges Schedule for the Contra Costa County Library effective January 1, 2019, as recommended by the County Librarian.

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.16** APPOINT Ronald Cortez to County Service Area P-2A Citizen Advisory Committee to a term expiring December 31, 2019, as recommended by Supervisor Burgis.

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** DECLARE vacant the Appointee 4 seat on the Discovery Bay P-6 Citizen Advisory Committee, as recommended by Supervisor Burgis.

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** ACCEPT the resignation of Jackelynn Campos from the Family and Children's Trust Committee, Mental Health Seat, DECLARE the vacancy 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.19** APPOINT Dayanna Macias-Carlos to the At Large 3 seat, Lanita Mims to the At Large 4 seat, and Hannah Brown to the At Large 5 seat on the Commission for Women, as recommended by the County Administrator.

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** APPOINT Joan M. D'Onofrio to the At Large 3 seat and Lanita L. Mims to the At Large 4 seat on the Arts and Culture Commission of Contra Costa County, as recommended by the Family and Human Services Committee.

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** APPOINT Olga Jones to the At Large 5 seat on the Family and Children's Trust Committee, as recommended by the Family and Human Services Committee.

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.22** APPROVE the medical staff appointments, affiliations and advancements as recommend by the Medical Staff Executive Committee and 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

**C.23** APPOINT Karen Garcia to the Unincorporated Resident Seat 4 on the North Richmond Municipal Advisory Council, as recommended by Supervisor Gioia.

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** APPOINT Cloudell Douglas to the District 1 Public Sector seat of the Economic Opportunity Council, as recommended by Supervisor Gioia.

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

### **Appropriation Adjustments**

**C.25 Sheriff's Office (0255):** APPROVE Appropriation and Revenue Adjustment No. 5018 increasing fiscal year 2018/19 revenue and appropriations in the Sheriff's Office (0255) in the amount of \$100,000 to reflect anticipated revenue and expenditures associated with the purchase of Primary Disaster and Recovery licenses. (100% CAL-ID 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.26 Facilities Maintenance (4031)/ISF Fleet Services (4284):** APPROVE Appropriation and Revenue Adjustment No.5020 and AUTHORIZE the transfer of appropriations in the amount of \$140,000 from Facilities Maintenance to ISF Fleet Services for the purchase of four vehicles, as recommended by the Public Works Director, Countywide. (100% General 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. 27 Sheriff (0255):** APPROVE Appropriation and Revenue Adjustment No. 5021 to authorize revenue in the amount of \$148,442 from accumulated depreciation and appropriate to purchase one replacement prisoner transport bus for the Office of the Sheriff, as recommended by the Public Works Director, Countywide. (100% General 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. 28 Sheriff's Office (0255):** APPROVE Appropriations and Revenue Adjustment No. 5022 authorizing new revenue in the amount of \$124,000 to provide replacement and expansion of computer hardware equipment and software licenses for Automated Regional Information Exchange System. (100% 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

### **Personnel Actions**

**C. 29** ADOPT Position Adjustment Resolution No. 22374 to add one Clerk-Senior Level position (represented) and cancel one Account Clerk - Experienced Level position (represented) in the Health Services Department. (100% HMO 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

**C. 30** ADOPT Position Adjustment Resolution No. 22375 to add one Clerk Specialist- Level position (Represented) and cancel one Secretary Journey-Level position (Represented), in the Health Services Department. (100% HMO 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

**C. 31** ADOPT Position Adjustment Resolution No. 22376 to add three Substance Abuse Counselor positions (represented) in the Health Services Department. (100% SAMHWorks, Family Dependency Court and AB 109)

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** ADOPT Position Adjustment Resolution No. 22377 to add two Community Health Worker I positions (represented) and one Community Health Worker II position (represented) in the Health Services Department (100% Driving Under the Influence, SAMHWorks, Substance Abuse Block Grant)

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. 33** ADOPT Position Adjustment Resolution No. 22348 to add one Network Technician I (represented) position and cancel one Network Administrator I (represented) position in the Department of Information Technology. (Cost savings)

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

### **Leases**

**C. 34** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment and an amended work letter with the City of Brentwood to increase funding for leasehold improvements from \$248,800 to \$709,800 and extend the term of the lease from ten years to twenty years for the Sheriff's substation to be located at 9100 Brentwood Blvd, Brentwood. (100% General 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

### **Grants & Contracts**

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

**C. 35** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture in an amount not to exceed \$65,040 to provide regulatory compliance and enforcement activities related to the Sudden Oak Death Program for the period July 1, 2018 through June 30, 2019. (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. 36** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Education, effective November 1, 2018, to increase the payment limit by \$179,943 to a new payment limit of \$3,734,214 for general childcare and development program services with no change to the term July 1, 2018 through June 30, 2019. (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. 37** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board, Small Business Development Center, to apply for and accept grant funding in an amount not to exceed \$5,000 from US Bank, for small business advising to low-to-moderate income current and aspiring business owners in the County for the period January 1, 2019 through December 31, 2019. (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. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing mutual indemnification with the County of Alameda, acting as administrator for the Ryan White HIV/AIDS Treatment Modernization Act grant, to pay Contra Costa County an amount not to exceed \$1,358,235 for coordination of essential services to Contra Costa County residents with HIV disease and their families, for the period March 1, 2018 through February 28, 2019. (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. 39** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Education, effective November 1, 2018 to increase the payment limit by \$545,953 to a new payment limit of \$10,813,253, to provide State Preschool services, with no change in the term of July 1, 2018 through June 30, 2019. (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. 40** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to apply for and accept grant funding in an amount not to exceed \$350,000 from the California Department of Transportation's Sustainable Communities Planning Grant Program for the purpose of creating a detailed roadway inventory which will identify expedited opportunities to construct new or enhanced bikeways and sidewalks, as recommended by the Transportation, Water and Infrastructure Committee. (12% Match: 44% Measure J, 44% Road 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. 41** ADOPT Resolution No. 2018/554 authorizing the Sheriff-Coroner, or designee, to apply for and accept State Homeland Security Grant Program funds in an initial amount of \$1,215,214 from the California Governor's Office of Emergency Services, make required grant assurances and authorize specified Sheriff's Office officials to act on behalf of the County to obtain funding for the period of September 1, 2018 through the end of grant fund availability. (100% 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. 42** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the City and County of San Francisco, including full indemnification of the City and County of San Francisco, to pay the County an amount not to exceed \$687,830 as part of the 2018 U.S. Department of Homeland Security, Urban Area Security Initiative Grant for homeland security related projects within the County for the period November 1, 2018 through the end of the grant funding. (100% 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. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to apply to the State of California Department of Justice for funding in an amount not to exceed \$1,186,646 to provide tobacco prevention outreach services for residents of Contra Costa County for the period November 1, 2018 through June 30, 2021. (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. 44** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Starzyk Instructional Services in an amount not to exceed \$430,000 to provide specialized instructional services for the period September 1, 2018 through December 31, 2021. (100% Law Enforcement Training Center Enterprise 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. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Semon Bader, M.D., in an amount not to exceed \$288,000 to provide orthopedic services at Contra Costa Regional Medical Center and Health Centers for the period January 1 through December 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. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Applied Remedial Services, Inc., in an amount not to exceed \$495,000 to provide removal and disposal of hazardous waste materials for the Contra Costa Regional Medical Center and Health Centers for the period January 1 through December 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. 47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Peter A. Castillo, M.D., Inc., in an amount not to exceed \$759,000 to provide urogynecology services at the Contra Costa Regional Medical Center and Health Centers for the period December 1, 2018 through November 30, 2021. (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. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Urmila Bajpai-Pillai, M.D., in an amount not to exceed \$712,000 to provide rheumatology care at the Contra Costa Regional Medical Center and Health Centers for the period November 1, 2018 through October 31, 2021. (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. 49** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Gemalto Cogent Inc., to extend the term from December 31, 2018 through December 31, 2020 with no change to the payment limit, to provide software services for the Automated Fingerprint Identification System. (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. 50** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Martinez Early Childhood Center, effective November 1, 2018 to increase the payment limit by \$30,150 to a new payment limit of \$278,150 to provide Early Head Start and Head Start program enhancement services with no changes to term July 1, 2018 through June 30, 2019. (100% 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. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Anka Behavioral Health, Inc., in an amount not to exceed \$710,797 to provide mental health outreach and support services for homeless and disabled mentally ill adults at the Don Brown Shelter in East Contra Costa County for the period July 1, 2018 through June 30, 2019, with a six-month automatic extension through December 31, 2019 in an amount not to exceed \$355,398. (80% Substance Abuse and Mental Health Services Administration; 20% Project for Assistance in Transition from Homelessness Grant)

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. 52** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount not to exceed \$167,801 to BHC Fremont Hospital, Inc., for the provision of psychiatric treatment services including diagnostic and therapeutic services and mental health treatment for the period March 15 through June 30, 2018. (100% Mental Health Realignment)

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. 53** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Robert Half International, Inc., effective November 15, 2018, to increase the payment limit by \$628,390 to a new payment limit of \$3,214,615 to provide additional temporary help for technology initiative services and additional personnel and fiscal support and extend the term from December 31, 2018 to June 30, 2019. (48% State, 42% Federal, 10% County)



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. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with LaMorinda ENT, Face & Neck Surgery, Inc., in an amount not to exceed \$600,000 to provide otolaryngology services for Contra Costa Health Plan members and county recipients for the period October 1, 2018 through September 30, 2019. (100% Contra Costa Health Plan Enterprise Fund II)

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. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Philip R. Mill, O.D. & Michael D. Sutton, O.D., Inc., A Professional Corporation in an amount not to exceed \$125,000 to provide optometry services to Contra Costa Health Plan members and county recipients for the period November 1, 2018 through October 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

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. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Parham Gharagozlou, M.D., Inc., in an amount not to exceed \$2,000,000 to provide primary care and sleep study services to Contra Costa Health Plan members and county recipients for the period November 1, 2018 through October 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

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. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective November 1, 2018 with Clarity Software Solutions, Inc., to increase the payment limit by \$218,000 to a new payment limit of \$7,718,000 to provide additional printing services for the Contra Costa Health Plan, for the period July 1, 2017 through June 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

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. 58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing modified indemnification with Verscend Technologies, Inc., in an amount not to exceed \$175,000 to provide a license to use healthcare encounter data software and consultation services for Contra Costa Health Plan for the period November 1, 2018 through October 31, 2019. (100% Contra Costa Health Plan Enterprise Fund II)

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. 59** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Milliman, Inc., effective September 30, 2018 to extend the term of the agreement from September 30, 2018 through January 30, 2019. (No additional 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. 60** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Richmond Community Foundation, a non-profit corporation of California, effective November 1, 2018, to increase the payment limit by \$54,725 to a new payment limit of \$193,620, to provide SparkPoint Career Center and Volunteer Tax Services to low-income Bay Point residents, for the period July 1, 2018 through June 30, 2019. (5% County, 21% State, 74% 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. 61** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Hyland Software, Inc., in an amount not to exceed \$161,586 for annual software maintenance of OnBase document management and image scanning software, for the period January 1 through December 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. 62** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mental Health Systems, Inc., in an amount not to exceed \$2,074,420 to provide Mental Health Services Act assisted outpatient treatment and assertive community treatment for eligible adults in Contra Costa County for the period July 1, 2018 through June 30, 2019, with a six-month automatic extension through December 31, 2019 in an amount not to exceed \$1,037,210. (35% Federal Medi-Cal and 65% State Mental Health Services Act)

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. 63** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with IPC, Inc., (dba IPC, Inc./Gritekram), to increase the payment limit by \$20,000 to a new payment limit of \$119,000 for non-latex tourniquet bands for the Clinical Laboratory at the Contra Costa Regional Medical Center, for the period November 1, 2015 through December 31, 2018. (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. 64** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with IPC Inc., (dba IPC, Inc. /Gritekram), in an amount not to exceed \$120,000 for the purchase of non-latex tourniquet bands for the Clinical Laboratory at the Contra Costa Regional Medical Center for the period January 1, 2018 through December 31, 2021. (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. 65** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Optiv Security, Inc., to increase the payment limit by \$44,739 to a new payment limit of \$304,739 for Proofpoint email protection software and support for the period November 8, 2016 through November 7, 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. 66** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Groupware Technology, Inc., in an amount not to exceed \$168,788 for maintenance and support of Rubrik appliances and software for the period January 3, 2019 through January 30, 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. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with DocuStream, Inc., in an amount not to exceed \$1,075,000 to provide claims processing services for the Contra Costa Health Plan and Behavioral Health Services Division for the period November 1, 2018 through October 31, 2019. (80% Contra Costa Health Plan Enterprise Fund II; 20% Mental Health Services Act 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. 68** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Stryker Sales Corporation in an amount not to exceed \$1,000,000 for the purchase of endoscopic supplies and products for the operating room at the Contra Costa Regional Medical Center for the period September 1, 2018 through August 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. 69** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with IG Insight Global, Inc., in an amount not to exceed \$220,000 to provide management consulting and training in areas of leadership, teamwork and organizational health for the period June 1, 2018 through May 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. 70** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective November 1, 2018 with William E. Berlingieri, M.D., to increase the payment limit by \$11,520 to a new payment limit of \$356,480 to provide additional outpatient psychiatric services to mentally ill adults in West Contra Costa County for the period January 1 through December 31, 2018. (100% Mental Health Services Act)

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. 71** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Man Kong Leung, M.D., Inc., in an amount not to exceed \$300,000 to provide neurology and sleep medicine services for Contra Costa Health Plan members and county recipients for the period November 1, 2018 through October 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

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. 72** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Martha D. Newman in an amount not to exceed \$250,000 to provide consultation and technical assistance to Contra Costa Regional Medical and Health Centers on the Public Hospital Redesign and Incentives in Medi-Cal Program for the period December 1, 2018 through November 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. 73** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Shadelands Endovascular, LLC, in an amount not to exceed \$700,000 to provide ambulatory surgery center services for Contra Costa Health Plan members and county recipients for the period November 1, 2018 through October 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

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. 74** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Arthritis & Rheumatology Medical Associates, Inc., in an amount not to exceed \$750,000 to provide rheumatology services to Contra Costa Health Plan members and county recipients for the period November 1, 2018 through October 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

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. 75** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Healogics Specialty Physicians of California, PC, in an amount not to exceed \$250,000 to provide wound care services for Contra Costa Health Plan members and county recipients for the period November 1, 2018 through October 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

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. 76** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Muir Orthopaedic Specialists, A Medical Group, Inc., in an amount not to exceed \$4,000,000 to provide orthopedic surgery and physical therapy services to Contra Costa Health Plan members for the period November 1, 2018 through October 31, 2019. (100% Contra Costa Health Plan Enterprise Fund II)

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. 77** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Nazar Aryaei (dba AA Cab Company), in an amount not to exceed \$600,000 to provide non-emergency taxicab transportation services for Contra Costa Health Plan members for the period October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

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. 78** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an End User License Agreement and Terms of Support Agreement, including modified indemnification language, with Extreme Networks, Inc.; and a purchase order with Optiv Security, Inc., in an amount not to exceed \$44,144 for renewal of Extreme hardware maintenance services for the period July 8, 2018 through July 7, 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. 79** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with The Sourcing Group, LLC, in an amount not to exceed \$800,000 for medical and other forms for the Contra Costa Regional Medical Center and Health Centers for the period November 1, 2018 through October 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. 80** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Administrator's Office, to execute (1) a Purchase Order with Skuid, Inc. in an amount not to exceed \$9,622.80 for the purchase of software application services for the AB 109 Community Programs, for the period from October 8, 2018 through October 7, 2019, and (2) a Master Subscription Agreement with Skuid, Inc., including modified indemnification language. (100% AB 109 Public Safety Realignment)

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. 81** Acting as the Board of Commissioners of the Housing Authority of Contra Costa County, APPROVE project design and specifications; AWARD, and AUTHORIZE the Housing Authority Executive Director to execute, a contract in the amount of \$749,459 to Garland/DBS, Inc., for roof, heating, ventilation and air conditioning replacement at the Section 8 Office Building, located at 2870 Howe Road in Martinez; and ADOPT related findings under the California Environmental Quality Act. (100% U.S. Department of Housing and Urban Development)

***RELISTED to November 13, 2018.***

## **Other Actions**

**C. 82** APPROVE the 2017 Annual Crop Report and AUTHORIZE the Agricultural Commissioner, or designee, to submit the publication to the California Department of Food and Agriculture, as recommended by the Agricultural Commissioner. (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. 83** ADOPT Resolution No. 2018/551 implementing Revenue and Taxation Code section 5105 in the County for all property tax refunds that are not based on an underlying application for changed assessment, as recommended by the Treasurer-Tax Collector. (100% General 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. 84** ACKNOWLEDGE receipt of notice from David R. Ruecker requesting termination of his contract, for the provision of outpatient psychiatric care for seriously emotionally disturbed children and adolescents in Central Contra Costa County, effective at the end of the workday on September 30, 2018, as recommended 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

**C. 85** RECEIVE and ACCEPT the 2017 Annual Report by the Bethel Island Municipal Advisory Council, as recommended by Supervisor Burgis.

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. 86** RECEIVE and ACCEPT the 2017 Annual Report submitted by the Byron Municipal Advisory Council, as recommended by Supervisor Burgis.

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. 87** RECEIVE and ACCEPT the 2017 Annual Report submitted by the Knightsen Town Advisory Council, as recommended by Supervisor Burgis.

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. 88** ADOPT Resolution No. 2018/543, to increase the size of the Los Medanos Health Advisory Committee to seven members, as recommended by the County Administrator. (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. 89** ACCEPT the September 2018 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

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

**C. 90** APPROVE the delegation of authority to the County Treasurer for investing and reinvesting County funds and the funds of other depositors in the County treasury, or to sell or exchange securities so purchased, pursuant to section 53607 of the State Government Code.

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. 91** ADOPT Resolution No. 2018/557 declaring a shelter crisis, pursuant to Government Code 8698.2; and AUTHORIZE the Health Services Director, or designee, to submit an application to the State of California Business, Consumer Services, and Housing Agency for the Homeless Emergency Aid Program for emergency aid funds to expand and improve the homeless crisis response system for unsheltered individuals and families across the county. (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. 92** ACCEPT the 2017/18 Animal Benefit Fund report, as recommended by the Internal Operations Committee.

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. 93** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999, and most recently approved by the Board on October 23, 2018, regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor 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](http://www.co.contra-costa.ca.us)

**STANDING COMMITTEES**

The **Airport Committee** (Supervisors Diane Burgis and Karen Mitchoff) meets on the second Wednesday of the month at 11:00 a.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

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

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

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

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

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

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

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

Airports Committee	TBD	TBD	See above
Family & Human Services Committee	November 26, 2018 Canceled Special Meeting December 3, 2018	9:00 a.m.	See above
Finance Committee	November 26, 2018 Canceled Special Meeting December 3, 2018	1:00 p.m.	Room 108
Hiring Outreach Oversight Committee	December 3, 2018	1:00 p.m.	See above
Internal Operations Committee	November 12, 2018 Canceled December 10, 2018	1:00 p.m.	See above
Legislation Committee	December 10, 2018	10:30 a.m.	See above
Public Protection Committee	Special Meeting November 13, 2018	4:00 p.m.	See above
Transportation, Water & Infrastructure Committee	November 12, 2018 Canceled Special Meeting November 8, 2018	3:00 p.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  
**CCCPCFD (ConFire)** Contra Costa County Fire Protection District  
**CCHP** Contra Costa Health Plan  
**CCTA** Contra Costa Transportation Authority  
**CCRMC** Contra Costa Regional Medical Center  
**CCWD** Contra Costa Water District  
**CDBG** Community Development Block Grant  
**CFDA** Catalog of Federal Domestic Assistance  
**CEQA** California Environmental Quality Act  
**CIO** Chief Information Officer  
**COLA** Cost of living adjustment  
**ConFire (CCCPCFD)** Contra Costa County Fire Protection District  
**CPA** Certified Public Accountant  
**CPI** Consumer Price Index  
**CSA** County Service Area  
**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**DSRIP** Delivery System Reform Incentive Program  
**EBMUD** East Bay Municipal Utility District  
**ECCPCFD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency 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: Transportation Water and Infrastructure Committee  
Date: November 6, 2018

Subject: Approve Implementaion Plan for Municipal Regional Permit 2.0, Countywide

---

**RECOMMENDATION(S):**

APPROVE Implementation Plan for Municipal Regional Permit 2.0, as recommended by the Transportation, Water and Infrastructure Committee (Committee), Countywide.

**FISCAL IMPACT:**

It has been determined there are no additional resources available from the general fund to help pay for permit compliance. The Implementation Plan includes a budget that outlines funding for permit activities commensurate with revenue available from Stormwater Utility Assessment funds, the Local Road Funds, and Flood Control Funds.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Tim Jensen  
925-313-2390

cc:

## BACKGROUND:

The Committee and Board have received extensive information on several occasions concerning the fiscal impacts of implementing the Municipal Regional Permit (MRP) 2.0. Staff estimated it will cost approximately \$5 million annually to comply with all the provisions in the permit (not including PCB load reduction costs). However, the County only receives about \$3.2 million each year in discretionary revenue for stormwater related services and projects (Stormwater Utility Assessments), and there are currently no additional resources available from the General Fund. Staff identified \$510,000 of local road funds and \$75,000 of flood control funds that could be used to help pay for program activities. It should be noted that if the gas tax is repealed, any contribution from the Local Road Fund would have to be reconsidered and likely removed.

There are insufficient funds to close the \$1.2 million gap between available revenue and estimated expenditures. As a result, staff has prepared an Implementation Plan that identifies permit tasks that will be completed as well as those tasks that will not be completed during the permit term. It should be noted that, although some tasks will not be completed within the permit timeline, there is still a commitment to complete them eventually. This report outlines the steps staff took to develop the Implementation Plan and arrive at the recommendations. The key steps in developing the Plan were identifying objectives, a business approach, potential service reductions, tier selection criteria, and task prioritization. Staff also understands the priorities of the Regional Board, meeting often with Regional Board staff to discuss implementation issues and attending their Board meetings that feature implementation items.

**Plan Objectives.** A primary objective is to maximize effectiveness of permit compliance, so our work truly improves water quality. Even though the County does not currently have sufficient funds to complete every task, we want to show the Regional Board that we are committed to improving water quality and working hard to do so. We welcome taking a leadership role in resolving difficult issues, as long as the Regional Board acknowledges that resolution to these issues may take longer than expected. Our primary focus is to identify key tasks we must complete, but also identify some amount of work that will be done on all other tasks. An important message is work will be done on all tasks but not all tasks will be completed within the permit timeline.

**Task Prioritization.** Staff identified all of the MRP 2.0 tasks and prioritized them using the following criteria:

- Maximizing pollution removal
- Realizing co-benefits and benefits to the community, and improving community value
- Maximizing program effectiveness (staff resources, program objectives, program costs)
- Matching Regional Board priorities

The prioritized list of tasks was divided into three tiers, Tier 1 being top priority and Tier 3 being low priority. Tier 1 tasks will receive full funding, Tier 2 tasks will receive substantial funding, and Tier 3 tasks will receive limited funding.

Attached is a list of the 13 tasks and their ranking (Exhibit 3). Since trash reduction is a top priority for the Regional Board, we have made trash related tasks a top priority as well, with most in the Tier 1 category. Also attached is the Implementation Plan and a supporting budget showing the costs for each

task (Exhibits 1 and 2).

**Service Reductions/Savings.** Aside from the MRP 2.0 tasks, there are other baseline tasks and services that have been part of the program for many years. Staff reviewed all of the tasks, services and programs that are funded with Stormwater Utility Assessment funds and determined which services could be reduced. In addition, staff reviewed tasks, services or programs that could be funded from other revenue sources. The service reductions and funding enhancements are shown below:

- **Street Sweeping.** Transfer street sweeping to the Road Fund. This would likely not occur if the gas tax is modified.
- < > Reduce inspections by 50%. < > Reduce the Public Information and Participation Program by 50%. < > Eliminate the annual calendar. The attached budget (Exhibit 2) includes these service reductions and funding shifts, with the savings shown in the "Difference" column.
- **Implementation Plan.** Staff recommends approval of a tiered approach to meeting MRP 2.0 requirements, with full focus and full funding on Tier 1 tasks and reduced funding and focus, but commitment to eventually complete, Tier 2 and Tier 3 tasks. Timelines for deferred completion will be developed in light of budgets, staffing, and future MRP 3.0 requirements anticipated. Once the Implementation Plan is approved, staff will meet with Regional Board staff to discuss the proposed plan and the County's approach in implementing the proposed plan.
- **Consequences of Non-Compliance.** As stated earlier in this report, there is a funding gap of approximately \$1.2 million between revenue and estimated costs of compliance. This funding gap could grow to \$1.7 million if Road Funds cannot be used to help pay for some implementation tasks. It should be noted that the estimated \$5 million cost of compliance cited above does not include the cost to reduce PCB loads through green infrastructure. Those additional costs could be tens of millions of dollars. (We are assuming that all PCB load reduction will be performed by or paid by developers or other local project funds for roads, buildings, parks, etc.) So, the \$1.2 million funding gap could be much larger depending on local funds available and project timing. Given there is a funding gap of at least \$1.2 million, permit non-compliance is likely. Non-compliance can lead to fines and third-party lawsuits.
- The Regional Board must issue the County a stormwater permit as required by and with authority from the Environmental Protection Agency and the federal Clean Water Act. The Regional Board also has authority to issue permits through State statute that is, in many cases, more stringent than the Clean Water Act. When a permittee is in non-compliance, the Regional Board can issue a Notice of Violation and levy fines of \$37,500 per violation per day through federal authority, and \$10,000 per violation per day through State authority. The County would likely be facing multiple violations. The largest exposure from non-compliance, however, is from third party lawsuits. If the Regional Board finds the County in non-compliance it is highly likely the County would lose any third party lawsuit and face a very expensive settlement agreement or court decision.
- These same risks have been in play since the County entered its first permit. The

County's Public Works Department has been working collaboratively with the Regional Board and Bay Area clean water advocacy groups to educate and inform them of the constraints on our ability to both meet the requirements of the permit and to commit proper funding to permit compliance. So far, those parties have been understanding and taken our plight into consideration. Thus, we anticipate that any concerns raised by those parties in response to our Implementation Plan will be communicated to us with an opportunity to make adjustments. Those adjustments may entail returning to the Committee and/or Board of Supervisors with a request to consider more aggressive options, such as more funding. Staff will report back to the Committee at least annually as the Implementation Plan moves forward.

CONSEQUENCE OF NEGATIVE ACTION:

The Implementation Plan will not be approved and staff will have no direction on how to implement permit requirements with inadequate funding.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Exhibit 1 - Implementation Plan for Unincorporated Communities

Exhibit 2 - Implementation Plan Budget

Exhibit 3 - Tasks in Tiered Priority

# **Contra Costa County Municipal Regional Permit 2.0 Implementation Plan For Unincorporated Communities**

## **EXHIBIT 1**

### **Background**

The Regional Water Quality Control Board issues the County a stormwater permit that requires the County to reduce pollutants in the stormwater flowing through its drainage systems and waterways. These stormwater permits are issued every five years, the first issued in 1993, and every succeeding permit has more difficult requirements that take more resources to comply with. The current permit has, among its many provisions, four focus areas: green infrastructure, trash, PCBs, and mercury. Green infrastructure includes drainage basins and swales that filter and treat stormwater through special soils and vegetation.

### **Financial Resources Available**

- The Regional Board issued the County a permit to reduce pollution in stormwater
- The estimated cost to comply with the permit is about \$5 million
- The County only has about \$3.2 million in dedicated annual revenue available for permit compliance
- There are no supplemental resources available from the County General Fund
- Some restricted funding sources have been identified (e.g. Road Fund) that can fund certain tasks

Staff estimated it would cost around \$5 million to comply with all provisions in the current stormwater permit, Municipal Regional Permit (MRP) 2.0. However, the County only receives about \$3.2 million each year in discretionary revenue for stormwater related services and projects, and there are no additional resources available from the General Fund. Staff did identify \$510,000 of Road Funds and \$75,000 of Flood Control Funds that could be used to help pay for program activities. It should be noted that if the gas tax is reduced, any contribution from the Road Fund would have to be reconsidered and likely removed. In any event, there are insufficient funds to close the gap (about \$1.2 million) between available revenue and estimated expenditures, and a plan is needed to determine how the County will implement permit requirements – an Implementation Plan.

### **Implementation Plan Objectives**

- Maximize effectiveness of permit compliance
- Use a strategic process to decide prioritization within budget limitations
- Demonstrate the County does the right thing and is always trying
- Communicate the importance of stormwater quality to communities

A primary objective of the Implementation Plan is to maximize effectiveness of permit compliance, so our work truly improves water quality. Even though the County does not have sufficient funds to

complete every task, the County wants to demonstrate to the Regional Board it is committed to improving water quality and working hard to do so. And the County doesn't mind taking a leadership role in resolving difficult issues, as long as the Regional Board acknowledges that eventual resolution may take longer than expected.

### **Approach to Implement Permit Requirements**

- Identify the most efficient and effective way to address permit compliance with available funding
  - Focus on top tier tasks and reduce resources on low tier tasks
  - Focus resources on top tier tasks, about 60% of total program expenditures
  - Reduce funding to remaining tasks, about 40% of total program expenditures
- Develop a prioritized list of permit requirements grouped into three tiers
- High-priority, Tier 1, requirements will be completed on time
- Low priority tasks, Tier 2 and Tier 3, will be completed but not on time

The approach in developing the Implementation Plan is to identify tasks that will be completed and will be a primary focus, but also identify some work that will be done on all other tasks. So work will be done on all tasks but not all tasks will be completed within the permit timeline.

### **Task Prioritization**

Staff identified key MRP 2.0 tasks and prioritized them using the following criteria:

- Maximizing pollution removal
- Realizing co-benefits and benefits to the community, and improving community value
- Maximizing program effectiveness (staff resources, program objectives, program costs)
- Matching Regional Board priorities

The prioritized list of tasks was divided into three tiers, Tier 1 being top priority and Tier 3 being low priority. Tier 1 tasks will receive full funding, Tier 2 tasks will receive substantial funding, and Tier 3 tasks will receive little funding.

Exhibit 1 is a list of 13 tasks from MRP 2.0 and their ranking. Since trash reduction is a top priority for the Regional Board, trash related tasks are a top priority in the Plan as well, with most in the Tier 1 category.

### **Service Reductions/Savings**

Aside from the MRP 2.0 tasks, there are other baseline tasks and services that have been part of the program for many years. Staff reviewed all of the services and programs that are funded with Stormwater Utility Assessment funds and determined which services could be reduced. Stormwater Utility Assessment funds are the source of dedicated revenue used to fund stormwater services, programs, and projects. In addition, staff reviewed services or programs that could be funded from other sources and would represent a savings. The following service reductions and program savings were identified:

- **Street Sweeping.** Transfer street sweeping to the Road Fund (This would likely not occur if the gas tax is modified)
- **Inspections.** Reduce inspections by 50%
- **Outreach.** Reduce the Public Information and Participation Program by 50%
- **Calendar.** Eliminate the annual calendar

The attached budget (Exhibit 2) includes these service reductions and funding shifts, with the savings shown in the "Difference" column.

## **Implementation Plan**

The Implementation Plan identifies permit tasks that will be completed during the permit term, and tasks that will not be completed during the permit term. It should be noted that, although some tasks will not be completed within the permit timeline, there is still a commitment to complete them eventually. These tasks are shown in Exhibit 2, the proposed budget for the Implementation Plan. The budget lists all of the tasks required in the stormwater permit and shows those that have been prioritized and identified as Tier 1, Tier 2, or Tier 3, and those service reductions or funding shifts that represent a savings. Budget items that are not prioritized or listed as a savings are generally baseline activities from MRP 1.0 that need to be done.

The Constrained Budget represents the estimated cost to comply with all permit provisions, with the exception of PCBs, within the permit timeline. PCB requirements are not included in the estimated budget because there is too much uncertainty around how compliance will be achieved. The County is assuming, in its planning budget scenarios, that PCBs will not be directly addressed by the County but instead through development projects or remediation of source properties. The Constrained Budget costs total about \$5 million. The Implementation Plan Budget costs total about \$3.2 million, equal to the average annual revenue dedicated for stormwater purposes. It should be noted that about \$600,000 of the Implementation Plan Budget is funded by Road Funds or Flood Control Funds. Any change in the ability to use those funds would require modification of the Implementation Plan Budget.



**Exhibit 2: MRP 2.0 Implementation Plan Budget (FY 2018/19)**

<b>Tier</b>	<b>Description</b>	<b>Constrained Budget</b>	<b>Implementation Plan Budget</b>	<b>Difference</b>
	Municipal Operations	\$32,000	\$32,000	\$0
Savings	Street Sweeping ( <i>Shift to Road Funds</i> )	\$325,000	\$0	\$325,000
	Development/LID	\$122,000	\$122,000	\$0
1	Green Infrastructure Planning	\$250,000	\$250,000	\$0
Savings	Industrial/Commercial Inspections ( <i>50%</i> )	\$225,000	\$110,000	\$115,000
Savings	Illicit Discharges ( <i>Reduce by 25%</i> )	\$148,000	\$108,000	\$40,000
	Construction Controls	\$8,000	\$8,000	\$0
Savings	Public Outreach ( <i>Reduce by 50%</i> )	\$110,000	\$55,000	\$55,000
Savings	Calendar ( <i>Eliminate calendar</i> )	\$100,000	\$0	\$100,000
	Monitoring	\$30,000	\$30,000	\$0
	Pesticide Controls	\$25,000	\$25,000	\$0
1	Trash (Misc tasks)	\$525,000	\$340,000	\$185,000
1	Trash Capture Devices	\$300,000	\$300,000	\$0
2	Trash separator facility	\$100,000	\$50,000	\$50,000
3	Trash Capture on Private Property	\$50,000	\$15,000	\$35,000
1	On-land clean up	\$740,000	\$740,000	\$0
1	Adopt-a-Spot	\$25,000	\$25,000	\$0
2	Plastic bag ban program	\$25,000	\$10,000	\$15,000
1	Polystyrene ban	\$75,000	\$75,000	\$0
1	PCB Building Materials Control	\$10,000	\$10,000	\$0
1	Direct discharge controls	\$300,000	\$300,000	\$0

**Exhibit 2: MRP 2.0 Implementation Plan Budget (FY 2018/19)**

	<b>Description</b>	<b>Constrained Budget</b>	<b>Implementation Plan Budget</b>	<b>Difference</b>
1	Creek clean-ups	\$150,000	\$150,000	\$0
	Mercury Controls	\$15,000	\$15,000	\$0
	PCB Controls	\$110,000	\$110,000	\$0
2	PCB/GI project	\$50,000	\$25,000	\$25,000
	Identify development treatment	\$60,000	\$25,000	\$35,000
3	Local Source Properties	\$25,000	\$5,000	\$20,000
3	Regional Source Properties	\$10,000	\$5,000	\$5,000
	County CIP Project	\$500,000	\$100,000	\$400,000
	Annual Report	\$100,000	\$100,000	\$0
	RWQCB Fees	\$45,000	\$45,000	\$0
	BIMID Cost Share	\$30,000	\$30,000	\$0
2	Drainage Inventory	\$50,000	\$25,000	\$25,000
	Marina Program	\$10,000	\$10,000	\$0
	Program Admin.	\$240,000	\$195,000	\$45,000
<b>Subtotal</b>		<b>\$4,920,000</b>	<b>\$3,445,000</b>	<b>\$1,475,000</b>
<b>Funding Contribution by Others</b>				
	Road Fund (other than streetsweeping) (Note 1)		\$185,000	
	Flood Control District (Note 2)		\$75,000	
<b>Total</b>		<b>\$4,920,000</b>	<b>\$3,185,000</b>	<b>\$1,735,000</b>

**Note 1:** Road Fund cost items are associated with the road system: Municipal Operations (\$20,000), Green Infrastructure Planning (\$65,000), PCB/GI Project (\$25,000), County CIP Project (\$50,000), Drainage Inventory (\$25,000).

**Note 2:** Flood Control District Fund cost items are associated with the flood protection system: Direct Discharge Controls (\$50,000), Creek Cleanups (\$25,000).

## Exhibit 3: MRP 2.0 Key Requirements in Tiered Order

Tier	Key MRP 2.0 Project
1	Direct Discharge Control Plan
1	Full Trash Capture Project
1	Polystyrene Ban
1	Green Infrastructure Program/Plan
1	80% Trash Load Reduction
1	PCB Caulk Ordinance
2	Plastic Bag Enforcement
2	Trash Separator Facility Planning
2	MS4 Inventory Map to the Public
2	Minimum PCB/Hg Load Reduction with GI
3	Full Trash Capture on Private Property
3	Cleanup PCB Source Properties
3	Evaluate IPM and Pesticide Source Control Actions



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 6, 2018

Subject: Public Hearing- Impasse with Teamsters Local 856 regarding Dental Assistant Job Specification Revisions

---

**RECOMMENDATION(S):**

1. OPEN public hearing on impasse with Teamsters Local 856 over revisions to the job specifications for Registered Dental Assistant, Registered Dental Assistant-Project, and Lead Registered Dental Assistant;
2. CLOSE public hearing; and
3. IMPLEMENT revised job specifications for Registered Dental Assistant, Registered Dental Assistant-Project, and Lead Registered Dental Assistant.

**FISCAL IMPACT:**

None.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/06/2018**  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: November 6, 2018

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

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

By: June McHuen, Deputy

cc: Dianne Dinsmore, Human Resources Director, Anna Roth, Director of Health Services

BACKGROUND:

On May 17, 2018, the County received a declaration of impasse and request for mediation from Teamsters, Local 856. On or about June 5, 2018, the parties began communicating with the mediator to schedule the mediation. The parties met with an assigned State Mediator on September 21, 2018, regarding the non-substantial revisions to the typical tasks, minimum qualifications, and knowledge, skills and abilities (KSA) sections of the Registered Dental Assistant (RDA), Registered Dental Assistant-Project, and Lead Registered Dental Assistant job specifications. The revisions included updating the license/certification section of the job specification to reflect the current requirements that are in practice for an RDA to maintain employment with Contra Costa County. Other revisions included updating KSA's to reflect industry standard language, added language to promote excellent customer service and to acknowledge and respect cultural, educational and linguistic differences of the County's diverse population.

On September 25, 2018, Teamsters, Local 856 filed a request for fact finding regarding the revised job specifications. On September 28, 2018, the County opposed the request for fact finding on the basis that the request was filed untimely. On October 2, 2018, PERB notified the County that Teamsters Local 856 had withdrawn the fact finding request.

CONSEQUENCE OF NEGATIVE ACTION:

The job specifications would not reflect updated tasks, minimum qualifications, and knowledge, skills, and abilities.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 6, 2018

Subject: Memoranda of Understanding with California Nurses Association

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/519 approving the Memorandum of Understanding between Contra Costa County and the California Nurses Association, implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of October 1, 2018 through September 30, 2021.

**FISCAL IMPACT:**

The estimated cost of the negotiated contract between the County and the California Nurses Association is \$6.2 million for FY 2018-19, \$21.4 million for FY 2019-20, \$31.0 million for FY 2020-21, and \$11.7 million for July 1, 2021 through September 30, 2021. The majority of employees represented by the California Nurses Association work in the hospital and clinics, which is an Enterprise Fund (Hospital Enterprise Fund 145000).

**BACKGROUND:**

The California Nurses Association (CNA) began bargaining with Contra Costa County on December 12, 2017. A Tentative Agreement was reached between the County and CNA on October 25, 2018 and ratified on October 30, 2018. The resulting Memorandum of Understanding, which is attached, includes modifications to wages, retirement, health care, and other benefit changes.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

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

By: June McHuen, Deputy

cc: Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director

## BACKGROUND: (CONT'D)

>

In summary, those changes are:

- Duration of Agreement - Section 64
  - The term of the agreement is from October 1, 2018 through September 30, 2021.
- Association Security - Section 2
  - Updated the Association Security language to reflect the legal changes as a result of the *Janus* decision and SB 866.
- General Wages - Section 5.1
  - Effective December 1, 2018, the base rate of pay for all classifications represented by the Association will be increased by five percent (5.0%).
  - Effective May 1, 2019, the base rate of pay for all classifications represented by the Association will be increased by five percent (5.0%).
  - Effective January 1, 2020, the base rate of pay for all classifications represented by the Association will be increased by five percent (5.0%).
  - Effective January 1, 2021, the base rate of pay for all classifications represented by the Association will be increased by five percent (5.0%).
- Longevity Pay - Section 5.2
  - Adds PHN Longevity differential of 2.5% at seven years.
- Entrance Salary or Wage (Section 5.5)
  - Allows the Association to request discussion of employees' credit given for years of RN experience (non-grievable).
- Four Week Schedules/Weekend Schedules (Section 6.2)
  - RNs and Family Nurse Practitioners hired on or after 1/1/19 with 20 years of experience may be granted every weekend off.
- Compensatory Time (Section 7.2)
  - Incorporates a previous Side Letter adding call back pay to compensatory time accrual.
- Per Diem Overtime Pay (Section 7.4)
  - Adds reference to FLSA overtime pay when applicable.
- On-Call Duty (Section 9)
  - Increases on-call time to be paid from 1 hour of straight time for every 4 hours on on-call time to 1 hour of straight time for every 2 hours on-call.
- Jury Duty and Witness Duty (Section 17)
  - Clarifies the definition of jury duty.
- Health, Life and Dental Benefits (Section 18)
  - Cleans up language to reflect current practice.
  - Adds voluntary vision plan.
- Bid Procedure (Section 21.3)
  - Allows for per diem employees to bid into permanent positions.
- Training Reimbursement (Section 30)
  - Revises language to consistently refer to calendar year and clarify benefits.

- Requires all employees in certain assignments to possess the Advanced Cardiac Life Support (ACLS) Certification in accordance with the Minimum Qualifications of the job descriptions and implements procedure to follow if employees do not maintain the required license.
- Education Leave (Section 31)
  - Cleans up the language to cite to the correct classification code.
- Mileage (Section 34)
  - Adds citation to Administrative Bulletin #204 and adds the Commuter Benefit Program.
- Professional Performance Committees (Section 38)
  - Clarifies composition of the Inpatient Subcommittee. Allows for additional nurses to participate in Outpatient Subcommittee and clarifies composition of it.
  - Adds Public Health Nurse Professional Standards and Practices Committee (PSPC) and memorializes current PSPC practice.
- Notice of Hires & Separations (Section 39)
  - Clarifies information the County is required to send monthly regarding new hires and separations from County employment.
- Provisional Appointment (Section 40)
  - This section was deleted for being obsolete.
- Length of Service Definition (Section 46)
  - Revises language to delete reference to “provisional” employees.
- Patient Care Technology Review Procedures (Section 60)
  - Deletes sunset provision.
- New Technology & Staffing Ratio Dispute Resolution (Section 62)
  - Deletes sunset provision.
- Workplace Violence Prevention & Safety (New Section - replaces previous Section 40)
  - States the County and Association’s agreement that a workplace free from violence and promotes the safety of nurses is a priority. Also memorializes the workplace violence training program.
- Attachments L
  - Creates new attachment incorporating meet and confer summary regarding public health nurse expanded roles (deletes previous attachment - Detention RN Advanced Level Pay Proposal).
- Attachment V
  - Deletes obsolete reference to classifications effective 1/1/17; re-letters existing Attachment W to Attachment V (Per Diem Nurses Call-Office Notice)

CONSEQUENCE OF NEGATIVE ACTION:

Employees would be out of contract, which may cause labor issues.

AGENDA ATTACHMENTS

Resolution No. 2018/519

CNA MOU October 1, 2018 - September 30, 2021

MINUTES ATTACHMENTS



Signed Resolution No. 2018/519

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

Adopted this Resolution on 11/06/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text"/>	
<b>ABSENT:</b>	<input type="text"/>	
<b>ABSTAIN:</b>	<input type="text"/>	
<b>RECUSE:</b>	<input type="text"/>	



**Resolution No. 2018/519**

**In The Matter Of:** Memoranda of Understanding with California Nurses Association for the period of October 1, 2018 through September 30, 2021.

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

The Memorandum of Understanding (MOU) between Contra Costa County and the California Nurses Association providing for wages, benefits and other terms and conditions of employment for the period beginning October 1, 2018 through September 30, 2021, for those classifications represented by the California Nurses Association is ADOPTED. A copy of the MOU is attached.

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

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

**ATTESTED: November 6, 2018**

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

By: June McHuen, Deputy

**cc:** Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director

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

Adopted this Resolution on 11/06/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text" value=" /"/>	
<b>ABSENT:</b>	<input type="text" value=" /"/>	
<b>ABSTAIN:</b>	<input type="text" value=" /"/>	
<b>RECUSE:</b>	<input type="text" value=" /"/>	



**Resolution No. 2018/519**

**In The Matter Of:** Memoranda of Understanding with California Nurses Association for the period of October 1, 2018 through September 30, 2021.

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

The Memorandum of Understanding (MOU) between Contra Costa County and the California Nurses Association providing for wages, benefits and other terms and conditions of employment for the period beginning October 1, 2018 through September 30, 2021, for those classifications represented by the California Nurses Association is **ADOPTED**. A copy of the MOU is attached.

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

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

**ATTESTED: November 6, 2018**

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

By: June McHuen, Deputy

**cc:** Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CONTRA COSTA COUNTY**  
**AND**  
**CALIFORNIA NURSES ASSOCIATION**



**OCTOBER 1, 2018 – SEPTEMBER 30, 2021**

# CALIFORNIA NURSES ASSOCIATION

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
CALIFORNIA NURSES ASSOCIATION**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Board of Supervisors' Resolution No. 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution No. 81/1165, Section 34-8.012.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees of said representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors as the joint recommendation of the undersigned for salary and employee benefit adjustments for the term set forth herein.

## **DEFINITIONS**

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### **DEFINITIONS**

**Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.

**Association:** California Nurses Association.

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

**Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

**County:** Contra Costa County.

**Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied, except as provided for under "Transfer," or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classifications.

**Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.

**Eligible:** Any person whose name is on an employment or reemployment or layoff list for a given classification.

**Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/her return.

**Employment List:** A list of persons who have been found qualified for employment in a specific class.

**Layoff List:** A list of persons who have occupied positions allocated to a class in the merit system and who have been involuntarily separated by layoff or displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.

**Per Diem Position:** Per Diem employment is any employment that requires the services of a person on a daily basis, and that person is paid on an hourly basis and his/her classification has "per diem" in its title.

**Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period but on an intermittent basis, as needed, paid on an hourly basis.

## **SECTION 1 – ASSOCIATION RECOGNITION**

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**Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full-time basis.

**Permanent Position:** Any position which has required or which will require the services of an incumbent without interruption for an indefinite period.

**Position:** The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.

**Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under "Transfer," or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

**Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions, or other ordinances.

**Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

**Reemployment List:** A list of persons who have occupied positions allocated to any class in the merit system and who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

**Resignation:** The voluntary termination of permanent employment with the County.

**Temporary Employment:** Any employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

**Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

## **SECTION 1 – ASSOCIATION RECOGNITION**

California Nurses Association is the formally recognized employee organization for the Registered Nurses Unit, Public Health Nurse Unit, and Staff Nurse Unit and such

## **SECTION 2 – ASSOCIATION SECURITY**

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organization has been certified as such pursuant to Chapter 34-12 of Resolution No. 81/1165.

### **SECTION 2 – ASSOCIATION SECURITY**

**2.1 Dues Deduction.** Pursuant to Chapter 34-26 of Resolution No. 81/1165, only a majority representative may have dues deduction and as such, the Association has the exclusive privilege of dues deduction for all members in its units.

The Association shall indemnify and hold harmless the County against any and all claims, actions or proceedings or other forms of liability that arise out of or by reason of this association security section, by any person or entity arising from deductions made by the County pursuant to this article.

#### **2.2 General Conditions:**

- A. The Association agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Association.
- B. All nurses covered by terms of this agreement may voluntarily become and remain members in good standing of the Association, or voluntarily pay a Contributing Non-Member Fee to the Association, pursuant to the provisions of the MMBA. No nurse shall be required to join the Association as a condition of employment with the County.

**Notification of Dues Deduction Changes.** The Association shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and the Association and set forth in a separate protocol document. The Association will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period.

Bargaining unit members who are members of the Association on or after the effective date of this Agreement who wish to withdrawal from Association membership may do so by filing a written notice with the Association in accordance with the terms of the Association form signed by the nurse. No nurse shall be dropped from Association membership upon return from any leave of absence or layoff, unless such leave or layoff constitutes a break in service. Any communications received by the County regarding Association membership shall be returned to the nurse by the County with reference to this article. The County shall direct all bargaining unit member questions regarding Association membership to the Association. The Association will receive copies of all such correspondence.

## **SECTION 2 – ASSOCIATION SECURITY**

### **CONTRIBUTING NON-MEMBER FEES:**

Upon notification to the County by the Association, nurses in the bargaining unit who do not elect to pay dues as outlined in Section 2.2 above, may voluntarily pay a Contributing Non-Member Fee in the amount established by the Association. The amount of the Contributing Non-Member Fee shall not exceed the monthly dues that are payable by members of the Association. The amount of the fee shall be deducted by the County from the wages of the employee and paid to the Association.

**2.3 Communicating With Employees.** The Association shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Association, provided the communications displayed have to do with matters within the scope of representation, and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification to and discussion with the Association.

Representatives of the Association, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Labor Relations Manager; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress.

Such placement and/or distribution shall not be performed by on-duty employees. The Association shall be allowed access to work locations in which it represents employees for the following purposes:

- A. to post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact an Association officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance, advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

**2.4 Use of County Buildings.** The Association shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:



## **SECTION 2 – ASSOCIATION SECURITY**

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- A. such space is available and its use by the Association is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the County;
- C. it does not interfere with normal County operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Association shall maintain proper order at the meeting and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.5 Advance Notice.** The Association shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

### **2.6 Written Statement for New Employees.**

- A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Association, that the employee's classification is represented by the Association, and the name of a representative of the Association.
- B. The County will provide written notice of both Employer-wide and department level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Association, at least ten (10) business days prior to the event. This notice shall include a full attendance list of all bargaining unit employees.

## **SECTION 2 – ASSOCIATION SECURITY**

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- C. The new employee orientation notice provided to the Association will include the date, time and location of the orientation.
- D. Representatives of the Association shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, at the end of the orientation.
- E. One bargaining unit member attending orientation as the Association representative shall be given paid release time sufficient to cover the Association's presentation and travel time. The Association will provide the name of any employee who they wish to be released at least 48 hours in advance to the Labor Relations Manager.
- F. The County Human Resources Department shall monthly furnish a list of all new hires to the Association.
- G. To the extent that a nurse's orientation process is individualized, and/or to the extent that a nurse for any reason does not within sixty (60) days of beginning work attend a group orientation meeting as described above, the following alternate provisions shall apply:
  - 1. CNA shall notify the nurse, the nurse's manager and the local Labor Relations office of a proposed thirty (30) minute time slot, during normal working hours, for a designated CNA representative to meet privately with (and provide materials and information to) the nurse, without management personnel or any other persons present.
  - 2. For reasons of operational necessity only, the County may notify CNA that the proposed time is unworkable and that CNA must propose an alternate time.

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

- A. Initial Determination. When a new class title is established, the Employee Relations Officer or his/her designee shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time, shall notify all recognized employee organizations of his/her determination.
- B. Final Determination. His/her determination is final unless, within ten (10) days after notification, a recognized employee organization requests in writing to meet and confer thereon.
- C. Meet and Confer and Other Steps. He/she shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after

### **SECTION 3 - NO DISCRIMINATION**

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the ten (10) day period in B. (above), unless otherwise mutually agreed.

Thereafter, the procedures in cases of agreement and disagreement, arbitration referral and expenses, and criteria for determination shall conform to those in Subsections D. through I. of Section 34-12.008 of Board of Supervisors' Resolution No. 81/1165.

### **SECTION 3 – NO DISCRIMINATION**

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

### **SECTION 4 – NURSE REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as nurse representatives of the Association shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- A. if their attendance is required by the County at a specific meeting;
- B. if their attendance is sought by a hearing body or presentation of testimony or other reasons;
- C. if their attendance is required for meetings scheduled at reasonable times agreeable to all parties required for settlement of grievances filed pursuant to Section 24 – Grievance Procedure of this Memorandum;
- D. if they are designated as a nurse representative in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance, provided the meetings are scheduled at reasonable times agreeable to all parties;
- E. if they are designated as spokesperson or representative of the Association, and as such, make representations or presentations at meetings or hearings on wages, salaries, and working conditions; provided in each case, advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required;

## **SECTION 5 – SALARIES**

- F. in order to reduce the impact to patient care, the County agrees to provide a maximum of four (4) hours per month of paid time for a designated nurse representative to attend grievance meetings scheduled outside of their regular shift. Such time will be paid at the nurses' base rate of pay and will not be considered as time worked for the purpose of calculating overtime pay. The Association may designate no more than six (6) representatives to be eligible for such payment.

**4.2 Association Representative.** Official representatives of the California Nurses Association shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Chief of Labor Relations, or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed two (2) without prior approval of the Chief of Labor Relations, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

- A. Release Time for Successor Bargaining. Release Time for Bargaining: The County shall allow up to six (6) Association members, inclusive of two (2) alternates, paid release time during periods of Successor Bargaining.

**4.3 Release Time for Training.** The County shall provide the Association a maximum of two hundred forty (240) total hours per year of release time for Association-designated representatives to attend Association-sponsored training programs. Requests for release time shall be provided in writing to the Department and County Human Resources at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

## **SECTION 5 – SALARIES**

### **5.1 General Wages.**

- A. Effective the first of the month following adoption of this MOU by the Board of Supervisors, the base rate of pay for all classifications represented by the Association will be increased by five percent (5%).
- B. Effective on May 1, 2019, the base rate of pay for all classifications represented by the Association will be increased by five percent (5%).
- C. Effective on January 1, 2020, the base rate of pay for all classifications represented by the Association will be increased by five percent (5%).
- D. Effective on January 1, 2021, the base rate of pay for all classifications represented by the Association will be increased by five percent (5%).

## **SECTION 5 – SALARIES**

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**5.2 Longevity Pay.** The following supplementary longevity payments shall be made based on the following criteria:

- A. Employees in the Registered Nurses Unit and Public Health Nurse Unit shall receive additional longevity pay in the amount of two and one-half percent (2.5%) under the following conditions:
  - 1. Completion of seven (7) years of County service; or
  - 2. Completion of twenty-four (24) months at top step of the current classification salary ranges covered by this agreement, whichever occurs first.
- B. Employees in the Registered Nurses Unit and Public Health Nurse Unit who have completed ten (10) years of employment shall receive additional pay in the amount of two and one-half percent (2.5%) for a total of five percent (5%).
- C. Employees in the Registered Nurses Unit who have completed fifteen (15) years of employment shall receive additional pay in the amount of two and one-half percent (2.5%) for a total of seven and one-half percent (7.5%).
- D. Employees in the Registered Nurses Unit who have completed twenty (20) years of employment shall receive additional pay in the amount of two and one-half percent (2.5%) for a total of ten percent (10%).

**5.3 Charge Nurse Relief.** An employee in the Registered Nurse Unit and Staff Nurses Unit who, at the County's request, relieves a Charge Nurse when he/she is physically off the unit or otherwise unavailable for purposes of performing assigned administrative duties, attending education activities, or other approved leaves of absence for a shift, shall receive an additional twenty-five dollars (\$25.00) per shift. Such assignment shall be scheduled among qualified staff on a volunteer rotational basis. Charge Nurse relief will be paid on a prorated basis to an eligible employee if he/she performs relief duties for a minimum of half a scheduled shift. Charge Nurse relief will also be paid on a prorated basis to an eligible employee in an outpatient clinic who is "assigned responsibility" for clinic operations for four (4) or more hours during a given shift.

**5.4 Deep Class Exception.** The following provisions of this section shall apply to all employees except as modified by deep class resolutions. This section shall cease to apply as of January 1, 2017.

**5.5 Entrance Salary or Wage.**

- A. New employees shall generally be appointed at the first (1) step of the salary or hourly wage range established for the particular class of position to which the appointment is made. However, the appointing authority may recommend that an appointment be made at a step above the first (1) step of the range based on education and experience, subject to authorization

by the Director of Human Resources.

- B. For employees in the Registered Nurses Unit, Public Health Nurse Unit, and Staff Nurses Unit, credit given for years of Registered Nurse experience shall be discussed at the request of the Association. This Section 5.5(B) is not subject to the grievance procedure of the MOU.

**5.6 Anniversary Dates.**

Permanent Employees: Except as may otherwise be provided for in deep class resolutions, anniversary dates for employees in permanent positions will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) month's service; provided, however, if an employee began work on the first regularly scheduled workday of the month, the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.6 A. above.
- C. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- D. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- E. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the first step of salary range for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided, however, when the appointment or transfer is effective on the employee's first regularly scheduled workday of that month, his/her anniversary is one (1) year after the first calendar day of that month.

## **SECTION 5 – SALARIES**

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Per Diem Employees: The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months of County service.

### **5.7 Increments Within Range.**

#### **A. Permanent Employees:**

1. Each employee will be reviewed annually.
2. Effective January 1, 2018, each employee, except those employees already at the maximum salary step, shall be advanced to the next higher step in their salary range on their anniversary date as set forth in Section 5.6.
3. Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time, except as otherwise provided in deep class resolutions. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.
4. Notwithstanding the provisions of this Section 5.7, between November 1, 2015, through December 31, 2017, employees will not be granted any salary step increases/advancements.

#### **B. Per Diem Employees:**

1. Each per diem employee will be reviewed annually.
2. Effective January 1, 2018, each employee, except those employees already at the maximum salary step, shall be advanced to the next higher step in their salary range on their anniversary date as set forth in Section 5.6.
3. Notwithstanding the provisions of this Section 5.7, between November 1, 2015, through December 31, 2017, per diem employees will not be granted an hourly wage rate step increases/advancements.

**5.8 Part-Time Compensation.** An employee in a permanent part-time position shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

## **SECTION 5 – SALARIES**

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If employment is permanent-intermittent, depending on departmental requirements, payment for hours worked shall be made at the hourly rate established for the step of the salary range at which an employee is appointed. The County shall determine the differential paid to permanent-intermittent employees, provided it is no less than fifteen percent (15%) of the hourly rate.

**5.9 Compensation for Portion of Month.** Any employee in a permanent position who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

**5.10 Position Reclassification.** An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.12 – Salary on Promotion.

**5.11 Salary Reallocation and Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
  
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in this Section 5.11.A, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is



## **SECTION 5 – SALARIES**

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next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.

- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as, or above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede this Section 5.11.

**5.12 Salary on Promotion.** Any employee in a permanent position who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.16, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If, however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

**5.13 Salary on Involuntary Demotion.** Any employee in a permanent position who is demoted, except as provided under Section 5.15-Transfer, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions, or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

**5.14 Salary on Voluntary Demotion.** Whenever any employee in a permanent position voluntarily demotes to a position in a class having a salary range lower than that of the class from which he/she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, the new salary shall be set at the step next below former salary.

**5.15 Transfer.** An employee in a permanent position who is transferred from one position to another as described under "Transfer" shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range. If the transfer is to a deep class, the provisions of the deep class resolution on salary of transfers, if any, shall apply in lieu of the above provisions.

**5.16 Pay for Work in Higher Classification.** When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.12 – Salary on Promotion of this Memorandum, commencing on the forty-first (41st) consecutive hour in the assignment, under the following conditions:

- A. The employee is assigned to a program, service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the departmental assignment is such that the employee in the lower classification becomes fully responsible for the duties of the position of the higher classification.
- C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this memorandum.
- E. The appropriate authorization form has been submitted by the Department Head and approved by the County Administrator.
- F. Higher pay assignments shall not exceed six (6) months except through reauthorization.

## **SECTION 5 – SALARIES**

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- G. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within thirty (30) days, no additional waiting period will be required.
- H. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and Emergency Department differential) accruing to the employee in his/her permanent position shall continue.
- I. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one (1) year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment shall remain unchanged.
- J. Allowable overtime pay, shift differential, and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

**5.17 Payment.** On the tenth (10th) day of each month, the Auditor-Controller will draw a warrant upon the Treasurer in favor of each employee in a permanent position for the amount of salary due the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor-Controller shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less, at the employee's option, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions. The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive a salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked. In the case of an election made pursuant to this section, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

For employees in per diem classifications, on the tenth (10th) and twenty-fifth (25th) day of each month, the Auditor-Controller will draw a warrant upon the Treasurer in favor of each employee for the amount of wages due the employee for the preceding pay period. The County reserves the right to change the frequency of pay dates.

## **SECTION 5 – SALARIES**

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**5.18 Nursing Certification Test Fee Reimbursement.** The County shall reimburse employees for test fees involved in taking National Certification tests upon presentation of certification.

**5.19 Pay Warrant Errors.** If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Office, it is the policy of the Auditor-Controller's Office that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays, from the time the department is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the County found in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Discovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three times (3) the length of time the overpayment occurred.

If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

**5.20 Electronic Health Records Incentive Program.** The federal Medicaid (Medi-Cal) Electronic Health Records ("EHR") Incentive Program ("EHR Incentive Program"), pursuant to the federal Health Information Technology for Economic Clinical Health (HITECH) Act provides incentive payments to an eligible professional ("EP") for meaningful use of an EHR system. The terms "EHR Incentive Program," "EHR," "EP," "meaningful use," "adopt, implement, and upgrade (AIU)," and "incentive payments," as used in this MOU, have the same meaning as those definitions in Part 495 of Title 42 the Code of Federal Regulations. In furtherance of the goals of the EHR Incentive Program, EPs who are employed in classifications represented by CNA will do the following:

- A. EPs will utilize the County's certified EHR system, ccLink, in accordance with the meaningful use requirements of the EHR Incentive Program and any Health Services Department requirements. EPs will cooperate with all requests from the County to provide information, documentation, or validation of their meaningful use of ccLink.

## **SECTION 6 – DAYS AND HOURS OF WORK**

- B. No later than February 17, 2016, for the 2015 incentive payment year, EPs who wish to obtain an EHR incentive payment for AIU to ccLink, must register and attest to meeting EHR Incentive Program requirements for AIU through the federal Centers for Medicare and Medicaid Services (CMS) EHR Incentive Program Registration and Attestation System and select the Medi-Cal EHR State Level Registry Medicaid arm of the EHR Incentive Program. An EP is solely responsible for any consequences, including but not limited to tax consequences, that result from his/her receipt of an EHR incentive payment for AIU. The Health Services Department will, upon request, assist EPs with the process to apply for the EHR incentive payment for AIU. EPs who receive or apply for an EHR incentive payment for AIU by February 17, 2016, will reassign subsequent incentive payments to the County as described in 5.20.C., below. EPs who do not receive or apply to receive an EHR incentive payment for AIU by February 17, 2016, will reassign all EHR incentive payments to the County as described in 5.20.C., below. The intent of this provision is that no EP will receive more than one (1), if any, EHR incentive payments before reassignment of the EHR incentive payments to the County after February 17, 2016.
- C. Beginning with the 2016 incentive payment year and each year thereafter, EPs employed in classifications represented by CNA will reassign their EHR incentive payments to the County. The EPs will provide the County with any requested information and complete any necessary documentation to reassign their EHR incentive payments to the County. In consideration for the reassignment of the EHR incentive payments, the County and CNA agree to the wage increases set forth in Section 5.1.A, above.
- D. This Section 5.20 is not subject to the grievance procedure of this MOU.
- E. This Section 5.20 expires upon expiration of the EHR Incentive Program in 2021.

## **SECTION 6 – DAYS AND HOURS OF WORK**

**6.1 Days and Hours of Work.** This language is intended to replace all language in the MOU's purporting to define work schedules, including flexible and alternate work schedules.

**DEFINITIONS:** The work schedules of each employee must conform with the following definitions:

- A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week. The regular workweek of County employees begins at 12:01 a.m. Monday and ends at 12:00 midnight Sunday. For twenty-four (24) hour shift employees, including employees of inpatient units on 4/10 schedules, the normal workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday.
- B. **Flexible Work Schedule:** A flexible work schedule is any work schedule where

## **SECTION 6 – DAYS AND HOURS OF WORK**

an employee is regularly scheduled to work other than eight (8) hours per day between Monday and Friday, inclusive. The 9/80 and the 4/10 schedules are two examples of flexible work schedules.

- C. Alternate Work Schedule: An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- D. Workweek For Employees on Regular, Alternate, and 4/10 Work Schedules: The 4/10 work schedule consists of four (4), ten (10) hour days that have the same start time with either a Monday or Friday off. The workweek for employees on a regular, alternate or 4/10 workweek begins at 12:01 a.m. on Monday and ends at 12:00 midnight on Sunday.
- E. Workweek for Employees on a 9/80 Work Schedule: The 9/80 work schedule consists of a two (2) calendar week period during which an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day. To ensure that the employee's regular work schedule does not result in unauthorized overtime, the employee's workweek begins one (1) minute after the midpoint of the employee's eight (8) hour workday, such that has worked four (4) hours of the eight (8) hour workday, so that four (4) of the hours of that workday are in one (1) workweek and the other four (4) hours are in the next workweek.

The parties agree to reopen the work schedule provisions of the MOU for the purpose of ensuring consistent practice among departments and applicable regulatory requirements. It is not the intent of the parties that such negotiations take away from or add to the current work schedule provisions, except to ensure that such provisions are consistently applied in accordance with the MOU, County policies and any legal requirements.

**6.2 Four (4) Week Schedules/Weekend Schedules.** For Registered Nurses assigned to areas that have twenty-four (24) hour staffing, a four (4) week work schedule will be published by Nursing Administration which provides that each Registered Nurse shall have every other weekend off. Registered Nurses may exchange days off within the four (4) week cycle but no Registered Nurse shall become eligible for overtime as the result of said exchange. Such exchange days off shall be subject to the approval of the appropriate Nursing Program Manager.

Registered Nurses and Family Nurse Practitioners with twenty (20) years of service with the County shall, upon request, be granted every weekend off. The seniority date to be used to determine eligibility for weekends off after twenty (20) years of service will be

## **SECTION 7 – OVERTIME AND COMPENSATORY TIME**

the County Service Award date as defined in Section 45 – Length of Service Definition (for service awards and vacation accruals) of the MOU.

Registered Nurses and Family Nurse Practitioners hired on or after January 1, 2019 with twenty (20) years of service with the County shall, upon request, be granted every weekend off. The service date used to determine eligibility for weekends off after twenty (20) years of service will be the employee's initial hire date into an Association bargaining unit classification.

**6.3 Time Changes: Pacific Standard Time and Daylight Savings Time.** For those nurses who work on the shift when daylight savings time begins and ends each year, their work hours will be adjusted for that shift to the number of work hours they regularly work on that shift.

**6.4 Low Census.** In the event that there is a decrease in the hospital census requiring adjusting levels of nurse staffing and/or there are insufficient nurses who volunteer to use accruals or take time off without pay in order to reduce staffing to the necessary level, the County and Association agree to meet and confer upon request regarding formal low census provisions.

## **SECTION 7 – OVERTIME AND COMPENSATORY TIME**

**7.1 Overtime.** Overtime is any authorized work performed in excess of forty (40) hours per week or (8) eight hours per day. Overtime for employees on other work schedules such as on ten (10) hour or twelve (12) hour shifts is any work performed beyond that work schedule or forty (40) hours per week. All overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials). Permanent part-time registered nurses shall be compensated at the straight time rate for those hours worked over and above the regular work schedule but less than eight (8) hours a day or forty (40) hours per week. Overtime for permanent employees is earned and credited in a maximum of one (1) minute increments and is compensated by either pay or compensatory time off.

Employees who work a double shift shall receive fifty-four dollars (\$54.00) in addition to all other compensation for each double shift worked. Registered Nurses who work from the beginning of their regularly scheduled shift to the conclusion of the next scheduled shift will be considered to have worked a double shift. If the second shift is not completed, the premium will be prorated. If the total hours worked, excluding lunch breaks, exceed sixteen (16) hours, additional prorated premium will be paid.

Employees entitled to overtime credit for holidays in positions which work around the clock (such as the County Hospital, Sheriff's Office, Jails, Juvenile Hall, and Boys' Ranch) shall be provided a choice as to whether they shall be paid at the overtime rate or shall receive compensatory time off at the rate of one and one-half (1-1/2) hours compensatory time off for each hour worked. Such compensatory time off, and the accumulation thereof, shall be in addition to the total vacation accumulation permitted

## **SECTION 7 – OVERTIME AND COMPENSATORY TIME**

under the terms of this MOU. The specific provisions of this accumulation are set forth in Section 12.5 – Accrual of Holiday Time of this MOU.

Regular overtime for twenty-four (24) hour institutional employees may be accrued as compensatory time in accordance with Section 7.2 of this MOU.

**7.2 Compensatory Time.** The following provisions shall apply:

- A. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay and call-back pay.
  - 1. Eligible employees who elect to receive compensatory time off in lieu of overtime pay must notify their Department Head or designee of their intention to accrue compensatory time off or to receive overtime pay at least thirty (30) days in advance of the change.
  - 2. Eligible employees who elect to receive compensatory time off for call-back must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify their department payroll staff in writing of any change in the election by May 31 of each year. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for call-back compensatory time after May 31 of each year will be paid for authorized time until the next notification period. For the 2016/17 partial fiscal year, election must be made by August 31 and may begin September 1, 2016. Health Services Administration will alert employees of the new compensatory time election procedures.
- B. The names of those employees electing to accrue compensatory time off in lieu of overtime pay or call-back pay shall be placed on lists maintained by the Department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines, must elect to accrue compensatory time or they will be paid for authorized overtime hours worked.
- C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked or call-back time earned by the employee. Compensatory time off may also be accrued for “plus one (1) hour” earned described in Sections 8.1 and 8.2.
- D. Employees may not accrue a compensatory time- off balance that exceeds one hundred twenty (120) hours (i.e., eighty [80] hours at time and one-half [1-1/2]). Once the maximum balance has been attained, authorized overtime hours and call-back time will be paid at the overtime and call-back rates. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked or call-back time earned until the employee's balance again reaches one hundred twenty (120) hours.
- E. Accrued compensatory time off shall be carried over for use in the next fiscal



## **SECTION 7 – OVERTIME AND COMPENSATORY TIME**

year; however, as provided in D. above, accrued compensatory time-off balances may not exceed one hundred twenty (120) hours.

- F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or designee and the employee. In cases of emergency, employees will be allowed to use compensatory time with the approval of their supervisor to supplement any unpaid hours. Such approval shall not be denied unless employee has received prior notice.

Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or designee.

- G. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time-off balance will be carried forward with the employee.
- H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in I. below.
- I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked or call-back time earned, accrued compensatory time balances will be paid off at the straight time rate (two-thirds [2/3] of the overtime rate) for the employee's current salary whenever:
1. the employee changes status and is no longer eligible for compensatory time off;
  2. the employee promotes, demotes or transfers to another department;
  3. the employee separates from County service;
  4. the employee retires.
- J. The Office of the County Auditor-Controller will establish time-keeping procedures to administer this Section.

**7.3 Continuous Shifts.** At the County's request, if an employee works two (2) continuous shifts (normally sixteen [16] continuous hours) which is outside the employee's regular work schedule and the first eight (8) hours fall on one day and the second eight (8) hours fall on the following day, the employee shall be paid a differential of one-half (1/2) the employee's base salary rate in addition to the employee's base salary rate for the second eight (8) hours. Additionally, such employees shall be provided a meal in the hospital cafeteria at no cost to the employee.

## **SECTION 8 – CALL-BACK TIME**

**7.4 Per Diem Overtime Pay.** Employees in the classifications of Staff Nurse-Per Diem (VWWA) and Staff Advice Nurse-Per Diem (VWXF) are eligible to receive overtime pay at the rate of one and one-half (1.5) times the employee's base rate of pay (not including differentials) for any authorized work performed in excess of the employee's eight (8), ten (10), or twelve (12) hour shift designation. Any differentials that are applicable to overtime hours worked will be computed on the employee's base rate of pay and not on the employee's overtime rate of pay. Overtime is earned and credited in one minute increments. No other provisions in this Section 7 apply to employees in per diem classifications, except Section 7.3 Continuous Shifts. The County will pay overtime in accordance with the Fair Labor Standards Act (FLSA) when applicable.

### **SECTION 8 – CALL-BACK TIME**

**8.1 Call-Back Pay.** Any employee who is called back to duty shall be paid at the appropriate rate for the actual time worked plus one (1) hour. Such employee called back shall be paid a minimum of two (2) hours at the appropriate rate of each call back. This provision shall apply to employees who are not in on-call status.

**8.2 Operating Room Call Back.** A Registered Nurse who is in on-call status for the Operating Room and is called back to duty shall be paid for the actual time so spent plus one (1) hour, but not less than three (3) hours total for each call back.

### **SECTION 9 – ON-CALL DUTY**

On-call duty is any time other than time when the employee is actually on duty during which an employee is not required to be on County premises but stand ready to immediately report for duty and must arrange so that the employee's superior can contact the employee on ten (10) minutes notice or less. Any employee assigned to on-call time shall be paid one (1) hour of straight time pay for every two (2) hours on such on-call time.

### **SECTION 10 –SHIFT DIFFERENTIAL**

#### **10.1 Shift Differentials.**

A. **Evening Shift.** An employee who works an evening shift in which the employee works four (4) or more hours between 5:00 p.m. and 11:00 p.m. shall receive a shift differential of twelve percent (12%) of the employee's base pay.

Split shifts with more than one and one-half (1-1/2) hours between the two (2) portions of the shift shall also qualify for the twelve percent (12%) hourly differential.

## **SECTION 10 – SHIFT DIFFERENTIAL**

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- B. **Night Shift.** An employee who works a night shift in which the employee works four (4) or more hours between 11:00 p.m. and 8:00 a.m. shall receive a shift differential of fifteen percent (15%) of the employee's base pay.
- C. **Special Provisions.**
1. An employee who works overtime shall receive shift differential in addition to overtime compensation only when the overtime hours independently satisfy the requirement for shift differential as stated above. The shift differential shall be computed on the employee's base salary.
  2. Employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. The paid leave of an employee who is on a rotating shift schedule shall include the shift differential that would have been received had the employee worked the shift for which the employee was scheduled during such period. Shift differential shall only be paid during paid sick leave and paid disability as provided above for the first thirty (30) calendar days of each absence.
  3. Employees in the Registered Nursing Unit whose regular shift is extended such that it ends twelve (12) consecutive hours or more after its beginning shall receive shift differential paid at the differential rate appropriate for those additional hours in excess of eight (8). A Registered Nurse released from duty at the request of Nursing Administration prior to the completion of twelve (12) hours work will receive the appropriate shift differential on those hours worked in excess of eight (8) hours.
  4. When a shift employee works on a recognized holiday, the employee shall be entitled to holiday pay and shift differential to be computed on the employee's base salary.

**10.2 Weekend Differential.** Registered Nurses shall receive a weekend shift bonus of sixty dollars (\$60.00) per shift for each weekend shift worked which 1) falls on weekends for which the nurse is not scheduled to work in their normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The affected Registered Nurse is to note such qualifying shifts on his/her time sheets in order to receive this compensation.

**10.3 Departmental Differentials.** Each full-time, part-time and permanent-intermittent Registered Nurse who is assigned to one of the following units/services, will receive a salary differential of eighty dollars (\$80.00) per month: Surgery, Recovery, Labor and Delivery, Nursery, Postpartum, Pediatrics, Critical Care Unit, Intermediate Care Unit, Emergency Room, 4B, 5C, 5D, Mental Health Crisis Unit, 4A, Inpatient Psychiatry 4C/4D, Martinez Detention, West County Detention, or Juvenile Hall.

## **SECTION 10 - SHIFT DIFFERENTIAL**

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Registered Nurses assigned to the following units/services and Family Nurse Practitioners are not eligible for this differential: Education and Training, Specialty Clinic; Family Practice and Adult Medicine Clinics in Concord, Brentwood, Pittsburg, Antioch, Bay Point, North Richmond, and Richmond Health Centers; Adult Mental Health Dual Diagnosis Program, Public Health Clinic staffing pool, and Public Health Nursing pool.

**10.4 Emergency Department Differential.** A five percent (5%) base pay salary differential shall be paid for those Emergency Department RNs who qualify for an Emergency Department differential.

### **10.5 Per Diem Differentials.**

A. Shift Differentials: Employees in the classification of Staff Nurse-Per Diem (VWWA) and Staff Advice Nurse-Per Diem (VWXF) who are paid on an hourly basis, are eligible for the following differentials under the stated circumstances:

1. Evening Shift: An employee will receive a shift differential of twelve percent (12%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 5:00 p.m. and 11:00 p.m.
2. Night Shift. An employee will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 11:00 p.m. and 8:00 a.m.

B. Detention Facility Assignment. An employee in a per diem classification who works in Martinez Detention (2578), West County Detention (2580), Marsh Creek Detention (2585), Juvenile Hall (3120), Byron Boys Center (3160), Martinez Detention Infirmary (5700), West County Detention Infirmary (5701), Juvenile Hall Nursing (5702), Detention Mental Health Martinez (5710) or Detention Mental Health West County (5711) will receive a ten percent (10%) differential of the employee's base hourly rate of pay for each hour worked in that assignment.

C. Emergency Department Differential. An employee in a per diem classification who works in the Emergency Department of Contra Costa Regional Medical Center will receive a five percent (5%) differential of the employee's base hourly rate of pay for each hour worked in the Emergency Department.

D. Code Gray/STAT Team Differential. An employee in a per diem classification assigned by administration to respond to emergency Code Gray calls as a member of the STAT Team will receive a ten percent (10%) differential of the employee's base hourly rate of pay for a maximum of eight (8) hours. Assignment is conditional on an employee successfully completing the required non-violence training and maintaining the required certification.

## **SECTION 11 – SENIORITY, WORKFORCE REDUCTION, LAYOFF AND REASSIGNMENT**

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- E. No other provisions of this Section 10 apply to employees in per diem classifications.

## **SECTION 11 – SENIORITY, WORKFORCE REDUCTION, LAYOFF AND REASSIGNMENT**

**11.1 Workforce Reduction.** In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the Union and take the following actions:

- A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- B. Advise employees in those classifications that position reductions may occur in their classifications.
- C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- D. Consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.
- E. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- F. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:
  - 1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
  - 2. Determine if there are other positions to which employees may be transferred.
  - 3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
  - 4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- G. When it appears to the Department Head and/or Chief of Labor Relations that the Board of Supervisors may take action which will result in the layoff of employees

## **SECTION 11 – SENIORITY, WORKFORCE REDUCTION, LAYOFF AND REASSIGNMENT**

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in a representation unit, the Chief of Labor Relations shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

### **11.2 Separation through Layoff.**

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff by Displacement.
1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies a permanent-intermittent or permanent part-time position, the least senior employee being displaced first.
  2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class of an employee having less seniority, the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. Particular Rules on Displacing.
1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
  2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class, or 2) in a class of the same or lower salary level if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.
  3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Director of Human Resources or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

## **SECTION 11 – SENIORITY, WORKFORCE REDUCTION, LAYOFF AND REASSIGNMENT**

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- E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent (5%) of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class. Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.
- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement, or who have transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff and Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.

## **SECTION 11 – SENIORITY, WORKFORCE REDUCTION, LAYOFF AND REASSIGNMENT**

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- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.
- J. Removal of Names from Reemployment and Layoff Lists. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff list for any reason listed below:
1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
  2. On evidence that the eligible cannot be located by postal authorities.
  3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
  4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.
  5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.
  6. If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed.
  7. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.
- K. Removal of Names from Reemployment and Layoff Certifications. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.



## **SECTION 12 – HOLIDAYS**

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

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) Employment Pool which will include the names of all laid-off County employees. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s).

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

**11.6 Further Study.** The County agrees to meet with the employees represented by the Labor Coalition and its member employee organizations (herein referred to as "Labor Coalition") for study of the concept of employee's waiver of displacement rights in a layoff.

## **SECTION 12 – HOLIDAYS**

**12.1 Holidays Observed.** The County will observe the following holidays:

- A. January 1st, known as New Year's Day
- Third Monday in January known as Dr. Martin Luther King, Jr. Day
- Third Monday in February, known as Presidents' Day
- The last Monday in May, known as Memorial Day
- July 4th known as Independence Day
- First Monday in September, known as Labor Day
- November 11th, known as Veterans' Day
- Fourth Thursday in November, known as Thanksgiving Day
- The Friday after Thanksgiving Day
- December 25th, known as Christmas Day

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

## **SECTION 12 – HOLIDAYS**

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- B. Employees in positions that are designated as twenty-four (24) hour positions will also observe the following additional holidays:

September 9th, known as Admission Day  
Second Monday in October, known as Columbus Day  
February 12th, known as Lincoln's Day

Family Nurse Practitioner positions are designated as twenty-four (24) hour positions.

- C. Employees who only observe the holidays listed in Subsection 12.1 A. above will accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one (1) hour, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.
- D. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday. However, for employees who are assigned to units or services that operate on a shift operational cycle that includes Saturdays and Sundays, holidays are observed on the day on which they fall regardless, if it is a Saturday or Sunday.

### **12.2 Holiday is NOT Worked and Holiday Falls on Scheduled Work Day**

- A. **Holiday Observed – Full-time Employees:** Each full-time employee is entitled to observe a holiday (8 hours off work), without a reduction in pay, whenever a holiday is observed by the County. When a full-time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay or flexible compensation time at the rate one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was scheduled to work on the holiday.
- B. **Holiday Observed in Excess of Eight (8) hours – Full time Employees:** When a holiday falls on a full-time employee's scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the workday is a twelve (12) hour day, the employee must use four (4) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

## **SECTION 12 – HOLIDAYS**

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- C. **Holiday Observed - Part Time Employees:** When a holiday is observed by the County, each part time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by 8 (hours), without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday (24/40 multiplied by 8 = 4.8). Hereafter, the number of hours produced by this calculation will be referred to as the “Part-Time employee’s holiday hours.”

When the number of hours in a part time employee’s scheduled work day that falls on a holiday (“scheduled work hours”) is less than the employee’s “Part Time employee’s holiday hours,” the employee is also entitled to receive flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between the employee’s “scheduled work hours” and the employee’s “Part-Time employee’s holiday hours.”

When the number of hours in a part time employee’s scheduled work day that falls on a holiday (“scheduled work hours”) is more than the employee’s “Part Time employee’s holiday hours,” the employee must use non-sick leave accruals for the difference between the employee’s “scheduled work hours” and the employee’s “Part Time employee’s holiday hours.” If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

### **12.3 Holiday is NOT Worked and Holiday Falls on Scheduled Day Off**

- A. **Full-Time Employee:** When a holiday is observed by the County on the scheduled day off of a full-time employee, the employee is entitled to take eight (8) hours off work, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) in recognition of his/her scheduled day off.
- B. **Part-Time Employee:** When a holiday is observed by the County on the scheduled day off of a part-time employee, the part-time employee is entitled to observe the holiday in the amount of the “Part-Time employee’s holiday hours,” without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) in the amount of the “Part-Time employee’s holiday hours” in recognition of his/her scheduled day off.

### **12.4 Holiday is WORKED and Holiday Falls on Scheduled Work Day:**

- A. **Full-Time Employee:** When a full-time employee works on a holiday that falls on the employee’s scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay or holiday compensation time at the rate of one and one half (1.5) times his/her

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base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. When a full time employee is scheduled to work more than eight (8) hours on a holiday (long shift) and the employee works more than the long shift hours, the employee is entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked beyond the long shift hours.

When a full-time employee is scheduled to work less than 8 hours on a holiday (short shift) and the employee works that short shift, the employee is also entitled to receive flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the short shift hours.

- B. **Part-Time Employee:** When a part-time employee works on a holiday that falls on the employee's scheduled work day, the part-time employee is entitled to receive his/her regular salary. The part-time employee is also entitled to receive holiday pay or holiday compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday, up to a maximum of eight hours.

When a part time employee is scheduled to work more than his/her "part time employee's holiday hours" on a holiday (long shift) and the employee works more than the long shift hours, the employee is entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked beyond the long shift hours.

### 12.5 **Holiday is Worked and Holiday Falls on Scheduled Day Off.**

- A. **Full-Time Employee:** When a full-time employee works on a holiday that falls on the employee's scheduled day off, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday. The full time employee is also entitled to receive eight (8) hours of flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) in recognition of his/her scheduled day off.
- B. **Part-Time Employee:** When a part-time employee works on a holiday that falls on the employee's scheduled day off, the employee is entitled to receive his/her regular salary. The part-time employee is also entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday. The part time employee is also entitled to receive flexible pay or flexible compensation time at the rate of one (1.0) times his/her base rate of pay (not including differentials) multiplied by the amount of the "Part-time employee's holiday hours" in recognition of his/her scheduled day off.

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### **12.6 Holiday and Compensatory Time Provisions.**

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

### **12.7 Permanent Intermittent Employee.**

**Holiday is Worked:** Permanent intermittent employees who work on a holiday are entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday.

**12.8 Christmas and New Year's Day.** Each nurse qualifying for paid holidays shall not be scheduled for work on one of the following holidays each year: Christmas or New Year's Day. Thanksgiving day holiday will be treated as any other holiday.

**12.9 Holiday Meal.** Employees represented by the Association who are employed at the County Hospital and who are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria at no cost to the employee only between the hours of 6:30 a.m. and 6:30 p.m.

**12.10 Per Diem Holiday Pay and Holiday Meal.** When an employee in the classification of Staff Nurse-Per Diem (VWWA) or Staff Advice Nurse-Per Diem (VWXF) works on a holiday set forth in Section 12.1.A, above, the employee is entitled

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to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked, up to a maximum of eight (8) hours.

Employee in per diem classifications who work at the County Hospital and who are required to work on Thanksgiving, Christmas, or New Year's Day will be given a meal in the Hospital Cafeteria at no cost to the employee only between the hours of 6:30 a.m. and 6:30 p.m. No other provisions of this Section 12 apply to employees in per diem classifications.

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**13.1 Vacation Allowance.** Permanent and provisional employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight-time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.9 of this MOU. Vacation credits may not be taken during the first six (6) calendar months of employment, not necessarily synonymous with probationary status, except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken. Vacation credits may be taken in one-tenth hour (6 minute) increments.

### **13.2 Vacation Accrual Rates.**

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 15 years	10	240
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

**13.3 Vacation Accrual During Leave Without Pay.** No employee who has been granted leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

**13.4 Professional Sabbatical Leave.** Employees who have completed five (5) years or more of employment shall annually receive three (3) days of paid sabbatical leave. Employees who have completed seven (7) or more years of employment shall receive an additional day for a total of four (4) days of paid sabbatical leave. This leave shall be granted under the same provisions for vacation leave.

**13.5 Vacation Allowance for Separated Employees.** On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

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**13.6 Permanent Part-Time and Intermittent Employees.** Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a prorated basis as provided in Resolution No. 81/1165, Section 36-2.006.

**13.7 Vacation Requests.** Vacation for employees in the Hospital and Clinic Division Hospital Nursing Service (including the Detention Facilities) and Ambulatory Care Nursing Services shall be scheduled on an annual cycle, April 1 through March 30.

Employees must submit their written vacation request by February 1 of each year. The Hospital will post a schedule of vacations by March 1 of each year. The vacation schedule will be effective on April 1 of each year.

Only one (1) employee per classification from each work site and shift may be pre-approved for vacation at the same time. In case of conflict, the employee with the greater length of service in their classification will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted.

Vacation requests submitted after February to the Nurses assigned Nursing Program Manager shall be considered on a first come basis and the County will respond to such requests within thirty (30) days from receipt. If staffing and patient care requirements do not permit all Registered Nurses requesting a certain vacation preference to take their vacations over the same period, length of service in their classification among those Registered Nurses who submit vacation requests at the same time shall be the determining factor within each work area. Arrangements for vacation replacements shall be the responsibility of Nursing Service, it being understood that denial of the vacation request may result if Nursing Service is unable to arrange for replacements.

Effective January 1, 2007, Employees may select vacations that include observed holidays set forth in this MOU, other than Christmas and New Year's Day. Christmas and New Year's Day, shall be rotated amongst staff rather than determined by seniority.

**13.8 Vacation Leave on Reemployment from a Layoff List.** Employees with six (6) months or more service in a permanent position prior to their layoff who are employed from a layoff list, shall be considered as having completed six (6) month's tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate Payroll system override actions can be taken.

**13.9 Policy for Family Nurse Practitioners.** The following policy governs the approval of vacation requests and the vacation coverage responsibilities of the Family Nurse Practitioners.

Vacation requests for Family Nurse Practitioners in the Hospital and Clinics Division which are received in the Medical Staff office thirty-five (35) days in advance will be responded to within ten (10) days of the receipt of the request and will be approved or denied based on overall FNP staffing considerations for the time requested. Vacation requests which are received less than thirty-five (35) days in advance will also be

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considered, but preference will be given to those requests submitted with more than thirty-five (35) days advance notice.

**13.10 Vacation Leave Accrual Usage.** An employee's total accrual for the purpose of granting vacation leave shall include accrued: (a) vacation credits, (b) compensatory time, (c) holiday compensatory time, (d) Flexible compensatory time, and (e) professional sabbatical leave.

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**14.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**14.2 Credits To and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hour's credit for each completed month of service, as prescribed by County Salary Regulations. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis, as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one minute increments.

Unused sick leave credits accumulate from year to year. When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if he/she is reemployed in a permanent position within the period of lay-off eligibility.

Upon the date of retirement, an employee's accumulated sick leave is converted to retirement time on the basis of one (1) day of retirement service credit for each day of accumulated sick leave credit.

**14.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

**Immediate Family:** Includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.



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Employee: Any person employed by Contra Costa County in an allocated position in the County service.

Paid Sick Leave Credits: Sick leave credits provided for by County Salary Regulations and Memoranda of Understanding.

Condition/Reason: With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
  
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  - 1. An application for retirement due to disability has been filed with the Retirement Board.
  - 2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  - 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
  
- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
  
- D. Sick Leave Utilization for Pregnancy Disability. Employees, whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:

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1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom, the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
3. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.

E. Medical and Dental Appointments. An employee may use paid sick leave credits:

1. For working time used in keeping medical and dental appointments or the employee's own care; and
2. for working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.

F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.

G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family, or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

Additional leave time may also be provided in accordance with Sections 16.1 - Leave Without Pay and 16.5 - Family Care Leave or Medical Leave of this MOU.

H. Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.

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- I. Accumulated paid sick leave credits may not be used in the following situations:
  1. Vacation: Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  2. Not in Pay Status: Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**14.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the Department Head. The following procedures apply:

A. Employee Responsibilities.

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
2. Employees in the Hospital Nursing Service are required to notify the Nursing Office at least two (2) hours prior to any shift if they are calling in sick. Employees in the Ambulatory Care Nursing Service are required to call in at least one (1) hour prior to the scheduled shift and leave a message in voice mail. Notification shall include the reason and possible duration of the absence. If, due to circumstances beyond the employee's control, the employee is unable to call within the above-mentioned time frames, he/she will call as soon thereafter as possible.
3. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
4. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
5. Employees are encouraged to keep the department advised of 1) a current telephone number to which sick leave related inquiries may be directed, and 2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

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Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The Department Head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4 A.
2. Obtaining the employee's signature on the Absence/Overtime Record or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department Heads are responsible for establishing timekeeping procedures which will ensure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Director of Human Resources or designated management staff of the Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

### **14.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes

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to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.

- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo, at County expense and on the employee's paid time, a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties, the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave exceeding two (2) weeks in duration, the appointing authority may order the employee to undergo, at County expense, a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as deemed necessary in accordance with appropriate provisions of this MOU.

**14.6 Workers' Compensation and Continuing Pay.** A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be eighty-six percent (86%), except as provided below.

Employees injured on or after the implementation date of this provision for the majority of County employees shall receive eighty percent (80%) for twelve (12) consecutive months from the date of injury. Employees injured after twelve (12) months from the initial implementation date shall receive seventy-five percent (75%) for twelve (12) consecutive months from the date of injury. Employees injured after twenty-four (24) months from the initial implementation date shall receive seventy percent (70%) for twelve (12) consecutive months from date of injury. If Workers' Compensation becomes taxable, the County agrees to restore the current benefit level (one hundred percent [100%] of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

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- A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the day of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.
- B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one year. "Compensable temporary disability absence" for the purpose of this Section is any absence due to work-connected disability which qualifies for temporary disability compensation under Workers' Compensation Law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary, or until one (1) year of continuing pay, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the Office of the County Administrator, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician or Family Nurse Practitioner to leave work for treatment during working hours, the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) business office days prior to the appointment. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled workday whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

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- C. Applicable Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one (1) year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (vacation charges to be approved by the Department and the employee). If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- D. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and whose disability is medically permanent and stationary will continue to receive applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation rehabilitation temporary disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.
- E. Health Insurance. The County contribution to the employee's group insurance plan continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.
- A. Integration Formula. An employee's sick leave and/or vacation charges shall be calculated as follows:
- C =  $8 [1 - (W \div S)]$   
C = Sick leave or vacation charge per day  
(in hours)  
W = Statutory Workers' Compensation for a month  
S = Monthly salary

**14.7 Labor-Management Committee.** On May 26, 1981, the Board of Supervisors established a labor-management committee to administer a rehabilitation program for disabled employees. It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the labor-management committee.

**14.8 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave, nor shall an employee who is absent without pay accrue sick leave credits during the absence.

**14.9 State Disability Insurance (SDI).**

- A. General Provisions. Contra Costa County participates in the State Disability Insurance (SDI) program, subject to the rules and procedures established by the State of California. The County augments the SDI program with its SDI Integration Program. Changes to the State Disability Insurance program could affect the County's SDI Integration Program. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. Employees eligible for SDI benefits are required to apply for SDI benefits and to

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have those benefits integrated with the use of their sick leave accruals on the following basis:

“Integration” means that employees are required to use their sick leave accruals to supplement the difference between the amount of the SDI payment and the employee’s base monthly salary to the extent that the total payment does not exceed the employee’s base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off work, on disability, and receiving SDI, the employee’s County Department will make appropriate integration adjustments, including retroactive adjustments, if necessary. Employees must inform their Department of a disability in a timely manner in order for the Department to make appropriate integration adjustments. SDI benefit payments will be sent directly to the employee by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee’s base monthly salary, accruals other than sick leave may be used to supplement the difference between the amount of the SDI payment and the employee’s base monthly salary. These accruals may be used only to the extent that the total payment does not exceed the employee’s base monthly salary.

- B. Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the Department will automatically use 0.1 hours of sick leave per month for the duration of their SDI benefit.

When the SDI benefit is exhausted, integration terminates. The employee then may continue to use sick leave without integration and/or other accruals.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates.

Employees whose SDI claims are denied must present a copy of their claim denial to their Department. The Department will then authorize the use of unused sick leave and/or other accruals as appropriate.

- C. Method of Integration.** For purposes of integration with the SDI program, all full-time employees’ schedules will be converted to eight (8) hour/five (5) day weekly work schedules.



## **SECTION 15 – CATASTROPHIC LEAVE BANK**

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The formula for full-time employees' sick leave integration charges is as follows:

- L =  $[(S - D) \div S] \times 8$
- S = Employee Base Monthly Salary
- H = Estimated Highest Quarter (3-mos) Earnings  
[H = S x 3]
- W = Weekly SDI Benefit from state of California SDI Weekly Benefit Table
- C = Calendar Days in Each Month
- D = Estimated Monthly SDI Benefit [D = (W ÷ 7)  
x C]
- L = Sick Leave Hours Charged per Day

Permanent part-time employees, permanent-intermittent employees, and full-time employees who are working a light/limited duty reduced schedule, will have their sick leave integration adjusted accordingly.

- D. Definition.** "Base Monthly Salary", for purposes of the SDI integration program, is defined as the salary amount of the employee's step on the salary schedule of the employee's classification at the time of integration.

**14.10 Confidentiality of Information/Records.** Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

## **SECTION 15 – CATASTROPHIC LEAVE BANK**

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

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

**15.2 Operation.** The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals will be

## **SECTION 15 – CATASTROPHIC LEAVE BANK**

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subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requestor basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time-off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status. Any recipient will be limited to a total of one thousand forty (1,040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

No employee will have any entitlement to catastrophic leave benefits. The award of catastrophic leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the Bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

## **SECTION 16 – LEAVE OF ABSENCE**

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### **SECTION 16 – LEAVE OF ABSENCE**

**16.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

**16.2 General Administration – Leave of Absence.** Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
1. Illness, disability, or serious health condition;
  2. pregnancy or pregnancy disability;
  3. family care;
  4. to take a course of study such as will increase the employee's usefulness on return to the employee's position;
  5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. Procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (Family and Medical Leave Act herein after referred to as "FMLA") shall be granted to an employee who requests it for up to eighteen (18) weeks during a rolling twelve (12) month period (measured backward from the date an employee uses any FMLA leave) in accordance with Section 16.5 – Family Care Leave or Medical Leave.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee must submit a request to the appointing authority in writing at least fifteen (15) days in advance of the

## **SECTION 16 – LEAVE OF ABSENCE**

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proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.

- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in Section 24 of this MOU.

**16.3 Furlough Days Without Pay.** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay shall have their compensation for the portion of the month worked computed in accord with Section 5.10 - Compensation for Portion of Month, of the MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday and any other payroll-computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Sections 13.5 – Vacation Allowance for Separated Employee, 14.2 – Credits To and Charges Against Sick Leave, 14.8 – Accrual During Leave Without Pay, and 15.1 – Catastrophic Leave Bank, Program Design of this MOU regarding the computation of vacation, sick leave, floating holiday and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

**16.4 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service, or upon honorable discharge, the employee shall be entitled to return to the employee's position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

## **SECTION 16 – LEAVE OF ABSENCE**

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Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**16.5 Family Care Leave or Medical Leave.** Upon request to the appointing authority, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave during a rolling twelve (12) month period (measured backward from the date an employee uses any FMLA leave), less if so requested by the employee, for:

- A. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position;  
or
- B. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

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

**16.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 16.12 – Leave Without Pay – Use of Accruals. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

**16.8 Aggregate Use for Spouse.** In the situation where husband and wife are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks in a rolling twelve (12) month period (measured backward from the date an employee uses any FMLA leave). Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

**16.9 Definitions.** For medical and family care leaves of absence under this section, the following definitions apply:

- A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.

## **SECTION 16 – LEAVE OF ABSENCE**

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- B. Parent: A biological, foster, or adoptive parent, a stepparent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
- D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g., physician or surgeon) as defined by state and federal law.
- F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. an estimate of the amount of time which the employee needs to render care or supervision;
  4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
  5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- G. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. a statement that the employee is unable to perform the functions of the employee's job;

## **SECTION 16 – LEAVE OF ABSENCE**

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4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule, and its expected duration.
- H. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**16.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.D – Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**16.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 16.12 - Leave Without Pay – Use of Accruals. During the eighteen (18) weeks of an approved medical or family care leave under Section 16.5 – Family Care Leave or Medical Leave, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 16.12 - Leave Without Pay – Use of Accruals. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage either through payroll deduction or by paying the County directly.

### **16.12 Leave Without Pay – Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 – Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration under Section 14.9 – State Disability Insurance, or as provided in the sections below.
- B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 – Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under Subsection A. above.

## **SECTION 16 – LEAVE OF ABSENCE**

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- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Subsection B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under Subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 – Policies Governing the Use of Paid Sick Leave.

**16.13 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 – Seniority, Workforce Reduction, Layoff and Reassignment shall apply.

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

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

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



## **SECTION 17 - JURY DUTY AND WITNESS DUTY**

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

### **SECTION 17 - JURY DUTY AND WITNESS DUTY**

**17.1 Jury Duty.** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court for possible service on a jury. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.

Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

If summoned for jury duty in a Municipal, Superior, or Federal Court, or a Coroner's jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

When an employee is summoned for jury duty selection or is selected as a juror in a Municipal, Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment, and the following shall apply:

- A. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.
- B. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.

An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise. Participants in 9/80 or 4/10 work schedules will not receive overtime or compensatory time credit for jury duty on their scheduled days off.

## **SECTION 18 – MEDICAL, LIFE AND DENTAL CARE**

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

**17.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them, other than mileage allowance, or they may take vacation leave or leave without pay and retain all fees and expenses. Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 18 – MEDICAL, LIFE AND DENTAL CARE**

**18.1 County Plans.** The County will offer medical and dental coverage for permanent full time employees (40/40) and permanent part time employees (whose positions are designated as 16/40 or more) and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- a. Contra Costa Health Plans (CCHP)
- b. Kaiser Permanente Health Plan
- c. Health Net
- d. Delta Dental

In the event of death or disability on the job, Labor Code Sections 4700-4709 are applicable.

### **Medical Plans:**

All eligible employees will have access to the following medical plans:

- a. CCHP Plan A & Plan B
- b. Kaiser Permanente Plan A & Plan B
- c. Health Net HMO Plan A & Plan B
- d. Health Net PPO Plan A

**18.2 Rate Information.** The County Benefits Division will make medical and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

## **SECTION 18 – MEDICAL, LIFE AND DENTAL CARE**

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### **18.3 County Medical and Dental Plan Monthly Premium Subsidy**

#### **A. County Medical and Dental Plan Monthly Premium Subsidy:**

1. The County subvention for medical plan will be as follows:

CCHP Plan A & B	98%
Kaiser	80%
Health Net HMO Plan A & B	80%
Health Net PPO Plan A	53.36% - The County and C.N.A. will continue to equally share (50/50) the amount of any Health Net PPO annual premium increases.

2. The County subvention for the Dental Plan will be as follows:

Delta Dental PPO/ CCHP A/B	98%
Delta Care HMO/ CCHP A/B	98%
Delta Dental PPO	78%
Delta Care HMO	78%
Dental Only	County pays all but \$0.01

- B. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### **18.4 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical or dental plan Subscriber:

#### **A. Medical Insurance**

1. Eligible Dependents:

- a. Employee's Legal Spouse
- b. Employee's qualified domestic partner
- c. Employee's child to age 26
- d. Employee's Disabled Child who is:
  - (1) over age 26,
    - i. Unmarried; and,
    - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

## **SECTION 18 – MEDICAL, LIFE AND DENTAL CARE**

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### **B. Dental Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or
    - (2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's Disabled Child who is:
    - (1) Over age 19,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

**18.5 Partial Month.** The County's contribution to the Health Plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Employee Benefits Services Unit. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan. An employee is thus covered by the health plan for the month in which compensation is paid.

**18.6 Coverage During Absences.** An employee on approved leave shall be allowed to continue his/her health plan coverage at the County group rate for twelve (12) months provided that the employee shall pay the entire premium for the health plan during said leave.

An employee on leave in excess of twelve (12) months may continue health plan coverage by converting to an individual health plan option (if available) or continuing group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall

## **SECTION 18 – MEDICAL, LIFE AND DENTAL CARE**

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be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

An employee who terminates County employment may convert to individual health plan coverage, if available, or may continue County group health plan coverage to the extent provided under COBRA by making premium payments to the County at a time and place specified by the County.

### **18.7 Retirement Coverage.**

#### **A. Upon Retirement:**

1. Upon retirement, eligible employees and their eligible family members may remain in their County medical/dental plan, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted medical/dental plans, or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period by retaining their membership by continuing to pay their monthly premium by the deadlines established by the County, or by converting to individual conversion membership through the medical plan carrier, if available. The County will pay the medical/dental plan monthly premium subsidies set forth in Section 18.3.A. for eligible employees and their eligible family members. No County subsidy will be paid for life insurance, but eligible employees may continue to obtain life insurance from the County's carrier at the employee's sole expense.
2. For purposes of retiree health coverage eligibility, a year of service for part-time employees shall be defined as one thousand (1,000) paid hours, excluding Workers' Compensation and overtime worked within service anniversary year. For the purpose of this provision, employees shall accrue service credit while on Family and Medical Leave or in a paid status.

All employees covered by Section 18.1, who are hired after January 1, 2007, will be eligible for retiree health coverage pursuant to the terms outlined above, upon completion of fifteen (15) years of service with Contra Costa County. For the purposes of retiree health eligibility, a year of service shall be defined as one thousand (1,000) hours worked within an anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue during the term of this agreement.

3. **Public Health Nurse Unit Only:** For employees in the Public Health Nurse Unit hired on or after January 1, 2010, and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa

## **SECTION 18 – MEDICAL, LIFE AND DENTAL CARE**

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County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

- B. Any person who becomes age 65 on or after July 1, 2012 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

**18.8 Dual Coverage.** On and after January 1, 2010, each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.

On and after January 1, 2010, all dependents may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both parents are County employees, all of their eligible children may be covered as dependents of either parents, but not both.

For purposes of this Section 18.8 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

**18.9 Health Care Spending Account.** The County will offer regular full-time and part-time (20/40 or greater) County employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed the maximum amount authorized by federal law, per calendar year, before taxes, for health care expenses not reimbursed by any other health benefits plan with before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance cannot be recovered by the employee.

**18.10 Public Employees Retirement System (PERS) Long-Term Care.** The County proposes to deduct and remit monthly premium and eligible lists to the PERS Long-Term Care Administrator, at no County administrative cost, for County employees who are eligible and voluntarily elect to purchase long-term care through the PERS Long-Term Care Program.

The County further agrees that County employees interested in purchasing PERS Long-Term Care may participate in meetings scheduled by PERS Long-Term Care on County facilities during non-work hours (e.g., coffee breaks, lunch hour).

## **SECTION 18 – MEDICAL, LIFE AND DENTAL CARE**

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**18.11 Deferred Retirement.** Employees covered by Section 18.1 - County Plans, who resign and file for a deferred retirement, and their eligible family members, may continue in their County group medical and/or dental plan. The following conditions and limitations apply:

- A. Medical and dental coverage during the deferred retirement period is at the sole expense of the employee, without any County contributions.
- B. Life insurance coverage is not included.
- C. To be eligible to continue medical and dental coverage, the employee must:
  - 1. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
  - 2. be an active member of a County group medical and/or dental plan at the time of filing their deferred retirement application and elect to continue health benefits;
  - 3. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of their application for deferred retirement;
  - 4. file an election to defer retirement and to receive retiree health benefits hereunder with the County Benefits Division within thirty (30) days before their separation from county service.
- D. Deferred retirees who elect continued health benefits hereunder may maintain continuous membership in their County medical and/or dental plan group during the period of deferred retirement at their full personal expense, by paying the full premium for their medical and dental coverage on or before the tenth (10<sup>th</sup>) of each month to the Employee Benefits Services Unit. When they begin to receive retirement benefits, they will qualify for the same medical and/or dental plan coverage and County subvention to which similarly situated retirees who did not defer retirement are entitled.
- E. Deferred retirees may elect retiree health benefits hereunder but may elect not to maintain participation in their County medical and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits, they will qualify for the same health coverage pursuant to Section 18.7, subsection (A), above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
- F. Employees who elect deferred retirement will not be eligible in any event for County health plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

## **SECTION 18 – MEDICAL, LIFE AND DENTAL CARE**

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G. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health coverage as similarly situated retirees who did not defer retirement.

**18.12 Child Care.** The County will continue to support the concept of non-profit childcare facilities similar to the “Kid’s at Work” program, a private non-profit.

**18.13 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside a predetermined amount of money from their paycheck, not to exceed the maximum amount authorized by federal law (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**18.14 Life Insurance Benefit Under Health and Dental Plans:** For employees who are enrolled in the County’s program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

**18.15 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

**18.16 Premium Conversion Plan:** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**18.17 Voluntary Vision Plan:** Beginning with the 2019 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary, per diem, or permanent-intermittent employees.

**18.18 Prevailing Section:** To the extent that any provision of this Section (Section 18 - Medical, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 18 – Medical, Life & Dental Care) will prevail.



## **SECTION 19 – PROBATIONARY PERIOD**

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### **SECTION 19 – PROBATIONARY PERIOD**

**19.1 Duration.** All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period. This period shall be from six (6) months to two (2) years duration.

**19.2 Probationary Period in Excess of Six Months.** Those classes represented by the Association which have probation periods in excess of six (6) months: None.

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

**19.4 Criteria.** The probationary period shall commence from the date of appointment. It shall not include time served in provisional or temporary appointments or any period of continuous absence exceeding fifteen (15) calendar days except as otherwise provided by law. For those employees appointed to permanent-intermittent positions with a six (6) month probation period, probation will be considered completed upon serving one thousand (1,000) hours after appointment except that in no instance will this period be less than six (6) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month. For employees appointed to permanent part-time positions with a six (6) month probation period, probation will be considered completed after serving six (6) months in the permanent part-time position.

**19.5 Rejection During Probation.** An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- A. **Appeal From Rejection.** Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, or religious, or Union activities, or race, color, national origin, sex, age, disability, or sexual orientation, or as otherwise provided by law.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the

## **SECTION 19 – PROBATIONARY PERIOD**

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relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.

- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

**19.6 Regular Appointment.** The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Director of Human Resources receives from the appointing authority a statement in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing. If the appointing authority has not returned the probation report, a probationary employee may be rejected from the service within a reasonable time after the probation period for failure to pass probation. The department will make every effort to process the probation report in a timely manner, with the intent of completing it before the end of the probation period. If the appointing authority fails to submit in a timely manner the proper written documents certifying that a probationary employee has served in a satisfactory manner and later acknowledges it was his or her intention to do so, the regular appointment shall begin on the day following the end of the probationary period. Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the merit system to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the merit system to a position not included in the merit system shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final.

The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

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

## **SECTION 20 – PROMOTION**

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If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

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

## **SECTION 20 – PROMOTION**

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

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

**20.3 Promotion Via Reclassification Without Examination.** Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- B. The incumbent of the position must have performed at the higher level for one (1) year.
- C. The incumbent must meet the minimum education and experience requirements for the higher class.
- D. The action must have approval of the Director of Human Resources.
- E. The Association approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

## **SECTION 21 – TRANSFER**

**20.4 Requirements for Promotional Standing.** In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

**20.5 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one hundredths (.05) of one percent for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

**20.6 Physical Examination.** County employees who are required as part of the promotional examination process to take a physical examination shall do so on County time at County expense.

## **SECTION 21 – TRANSFER**

**21.1 Requirements.** The following conditions are required in order to qualify for transfer:

- A. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure;
- B. the employee shall have permanent status in the merit system and shall be in good standing;
- C. the appointing authority or authorities involved in the transaction shall have indicated their agreement in writing;
- D. the employee concerned shall have indicated agreement to the change in writing;
- E. the Director of Human Resources shall have approved the change.

Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

## **SECTION 21 – TRANSFER**

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**21.2 Procedure.** Any employee or appointing authority who desires to initiate a transfer may inform the Director of Human Resources in writing of such desire stating the reasons therefore. If the Director of Human Resources considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, the Director of Human Resources shall inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

**21.3 Bid Procedure.** Employees in all classifications represented by the Association may bid on open jobs throughout the Health Services Department as provided below:

A. Eligible Bidders.

1. Permanent Employees. Permanent Employees (full-time, part-time, and permanent intermittent) may bid on any open permanent position in their same classification. Employees on probation in a permanent position may not bid on any position outside of their current work unit.
2. Per Diem Employees. Per Diem employees may bid on any open position in the merit system classification that is equivalent to their per diem classification if they are on an active eligible list for the open merit system position.

B. Responsibility. Implementation of the bidding procedure is the of the Supervisor ("Supervisor") of the vacated or newly created position.

C. Job Notices Posted Five (5) Days Only. Open job notices shall be posted electronically on the County's online application website on the "Transfer Jobs" page for five (5) calendar days. All postings shall be retained for forty-five (45) days. The notice shall specify all job factors and shall be posted only once.

D. All Open Jobs Must be Posted Electronically. All job openings which may occur by creation of new jobs, separation, promotion, demotion, transfer or reassignment must be posted for permanent employee bidding.

E. The Supervisor may select from any Eligible Bidder, as defined above. Preference will be given to bidders with experience working in the unit and specialty area of the vacant position. However, when the Supervisor is unable to identify an existing eligible employee with relevant experience and expertise, the Supervisor may request to interview candidates from the merit system eligible list concurrently. Merit System eligible lists will be referred under the "Rule of the List".

F. Bidder Selection.

1. Bids from within the unit of posting. It is agreed that employees currently working in the unit that has the posted vacancy would be the most qualified pool of candidates. The bid will be awarded to unit employees

## **SECTION 22 – RESIGNATIONS**

requesting hour or shift changes in accordance with this provision. In the case of two (2) or more candidates submitting a bid from within the unit of vacancy, the position will be awarded to the candidate holding the most RN unit seniority. For purposes of this section, RN unit seniority is determined by the date the nurse is hired into the work unit.

The manager may select the next most senior bidder within the unit of vacancy in the event that the most senior bidder within the unit of vacancy has more than two (2) written counseling or disciplinary memos administered within the past one year or two (2) or more below standard annual performance evaluations in the past four (4) years.

2. Bids for outside of the unit or posting: The Supervisor shall consider each eligible employee submitting a bid and select the person to fill the position they deem most qualified by virtue of education, training, and experience. In all cases, the person selected must possess the minimum qualifications (as described in the job specification) for the skill level of the classification and position they are selected to fill (i.e., Registered Nurse, Registered Nurse – Beginning Level, Public Health Nurse, etc.). Unsuccessful bidders will be notified as soon as possible following the conclusion of the interviews.
- G. No Old Job Claim. The selected bidder shall have no claim on the job that the selected bidder left. If the decision is made by either the supervisor or the employee to seek immediate reassignment, the employee must take another open job (not bid on). The old job may not be reclaimed because the employee once held it.
- H. Minimum Job Time–Three (3) Months. Employees must have had three (3) months in their reassigned position before they may bid on another open position. Time period begins the date they begin working in the new assignment.
- I. Public Health Nurse Expanded Roles, previously known as special assignments, shall be filled in accordance with Attachment L.

**21.4 Advanced Level Transfer and Training.** The County agrees to modify the RN Advanced Level job classification to allow employees occupying such classifications to transfer to a different RN Advanced level position and maintain RN Advanced level pay, provided that the employee meets the expectations of the position specifications within six (6) months of the transfer.

## **SECTION 22 – RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the

## **SECTION 22 – RESIGNATIONS**

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employee and to the Human Resources Department and shall indicate the effective date of termination.

**22.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

**22.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

- A. an employee has been absent from duty for ten (10) consecutive working days without leave; and
- B. ten (10) more consecutive days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.

**22.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

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

### **22.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority, may be revoked within seven (7) calendar days after its expression by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 24 – Grievance Procedure.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee

## **SECTION 23 – DISMISSAL, SUSPENSION, AND DEMOTION**

returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

**22.6 Eligibility for Reemployment.** Within one (1) year of resignation in good standing from County service, a person who has had permanent status which included satisfactory completion of probation may make application by letter to the Director of Human Resources for placement on a reemployment list as follows: The class from which the person resigned, or any one class of equal or lesser rank in the occupational series and in which the person had previously attained permanent status, or for any class or deep class which has replaced the class in which the person previously had status, provided that the person meets the minimum requirements for the new class. If the appointing authority of the department from which the person resigned recommends reemployment, the Director of Human Resources shall grant reemployment privileges to the person. If the appointing authority does not recommend reemployment, the employee may appeal to the Director of Human Resources. Consideration of names from a reemployment list is mandatory if the appointing authority recommended reemployment of the individual(s) listed but is optional for other appointing authorities.

## **SECTION 23 – DISMISSAL, SUSPENSION, AND DEMOTION**

**23.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, or demote, any employee for cause. The following are sufficient causes for such action. The list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

- A. absence without leave;
- B. conviction of any criminal act involving moral turpitude;
- C. conduct tending to bring the merit system into disrepute;
- D. disorderly or immoral conduct;
- E. incompetence or inefficiency;
- F. insubordination;
- G. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs, or consuming or using liquor or drugs during work hours and/or on County premises;
- H. neglect of duty;
- I. negligent or willful damage to public property or waste of public supplies or equipment;



## **SECTION 23 – DISMISSAL, SUSPENSION, AND DEMOTION**

- J. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head;
- K. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations;
- L. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment;
- M. misappropriation of County funds or property;
- N. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU;
- O. dishonesty or theft;
- P. excessive or unexcused absenteeism and/or tardiness;
- Q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**23.2 Skelly Requirements.** Notice of Proposed Action (Skelly Notice). Before taking a disciplinary action to dismiss, suspend for more than five (5) workdays (four [4] workdays for employees on 4/10 workweek), demote or reduce in salary any employee, the appointing authority shall cause to be served personally or by certified mail on the employee a Notice of Proposed Action which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges, including the acts or omissions and grounds upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

**Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the

## **SECTION 24 – GRIEVANCE PROCEDURE**

employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or during any extension, the right to respond is lost.

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

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

**23.5 Procedure on Dismissal, Suspension, or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U. S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension or demotion either to the Merit Board or through the procedures of Section 24 – Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 24 – Grievance Procedure of this MOU.

**23.6 Employee Representation Rights.** The County recognizes an employee's right to representation during any disciplinary interview or meeting which may result in discipline. The County will not interfere with the representative's right to assist an employee to clarify the facts during the interview.

## **SECTION 24 – GRIEVANCE PROCEDURE**

**24.1 Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final. The interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

## **SECTION 24 – GRIEVANCE PROCEDURE**

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Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

**Step 1. EMPLOYEE:** The Union and any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) business days of receipt of a written request to hold such meeting.

**Step 2. DEPARTMENT:** If a grievance is not satisfactorily resolved in Step 1 above, the grievance may be submitted in writing to Health Services Personnel Department. This request shall be filed no more than ten (10) business days after the completion of Step 1. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant, and the remedy he or she seeks. Each written grievance shall be copied to the Director of Human Resources. The HSD Personnel Department shall have ten (10) business days in which to respond to the grievance in writing. If either the Union or grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

**Step 3. BOARD OF ADJUSTMENT:** Pursuant to a formal written request by the Union, as defined above, if the grievance is not satisfactorily resolved in Step 2, the Union may file, within fifteen (15) business days of the Step 2 response, a request to convene a Board of Adjustment. The Board of Adjustment shall be created to be composed of two (2) representatives of each party to this Agreement, for the purpose of passing on all claims, disputes and grievances arising between the parties during the term of this MOU. Said Board shall meet for consideration of any such matter referred to it within ten (10) business days after receipt of said written request. For cases other than those which are disciplinary in nature, the convening of the Board of Adjustment may be waived. The request of either party to extend the time limit for the convening of the Board of Adjustment due to extenuating circumstances will not be unreasonably denied. If the matter is not adjusted and is impasse, the moving party shall communicate in writing to the other party, within twenty (20) business days, following the meeting of the Board of Adjustment, their desire to proceed to arbitration. Failure of the moving party to comply with the twenty (20) business day time limit herein specified shall be deemed to be a conclusive waiver of the grievance.

**Step 4. ARBITRATION:** For grievances processed through the Board of Adjustment the following expedited procedure shall be utilized:

- A. The parties may mutually agree to the selection of an Arbitrator. Absent agreement on Arbitrator selection, the parties may request a panel from the State Mediation Service. The parties will strike from the Mediation panel list. The Arbitrator selected will provide the parties with hearing dates within thirty (30) calendar days of the request.

## **SECTION 24 – GRIEVANCE PROCEDURE**

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- B. The parties shall be allotted a minimum of twenty (20) business days from date of request to prepare the case for arbitration. Discharge cases will be heard first on the agenda followed by suspension cases based on date of occurrence unless mutually agreed otherwise.
- C. Each case will be argued orally unless either party requests to file post-hearing briefs. At the conclusion of the hearing, the arbitrator shall issue a decision within three (3) business days from the close of the hearing. A written opinion and award will be furnished within thirty (30) calendar days thereafter.
- D. **INTERPRETATION OR APPLICATION DISPUTES:** For contract interpretation disputes which proceed to arbitration, the parties will mutually select an impartial Arbitrator. If the parties are unable to agree upon the selection of an arbitrator, they shall request a panel of Arbitrators from the FMCS or the State Mediation Service and they shall select an arbitrator by utilizing the strike-off method.
- E. Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute. Nothing contained herein shall require either party to supply documents which are irrelevant.
- F. All jointly-incurred arbitration expenses shall be borne by the losing party. In the event of a dispute concerning the application of this section, the Arbitrator shall be empowered to determine the allocation of expenses.
- G. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this MOU.

In termination cases, it is agreed that if a grievant is reinstated to employment with full back pay, the County shall pay the jointly-incurred costs of the arbitration. If a grievant is not reinstated, the Union shall pay the jointly-incurred costs of the arbitration. If a grievant is reinstated with partial or no back pay, the parties shall split the jointly-incurred costs of the arbitration.

**24.2 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 4 above, the grievance will automatically move to the next step. If an employee fails to meet the time limits specified in Steps 1 through 4 above, the grievance will be deemed to have been settled and withdrawn.

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

## **SECTION 25 - COMPENSATION COMPLAINTS**

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### **SECTION 25 - COMPENSATION COMPLAINTS**

The Employer is not required to pay any wage claim or portion thereof retroactively for a period of more than six (6) months immediately prior to the date of the Employer's receipt of written notice, of such claim. No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Association.

### **SECTION 26 - MERIT BOARD**

- A. All grievances of employees in representation units represented by the Association shall be processed under Section 24 – Grievance Procedure unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Step 3, and 4, of Subsection 24.1- Grievance Procedure, Definition and Procedural Steps shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

### **SECTION 27 - NO STRIKE**

- A. During the term of this MOU, the Association, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refusal to perform customary duties.
- B. **For non CNA strikes:** In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

CNA agrees that the following are essential Registered Nurses who will be allowed by CNA to work in the event of a strike by another union during the term of this MOU:

## **SECTION 28 – BILINGUAL PAY**

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Unit	RNs/shift
CSU	3
ICU	4
IMCU	4
Nursery	2
L&D	4
Med	8
Surg	6
Post-P	2
OR	3 on days, 2 on-call PMs and Nights
PACU	2 on days, 1 on-call PMs and Nights
ED	7
Inpt Psych	6

### **SECTION 28 – BILINGUAL PAY**

A salary differential of eighty dollars (\$80.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. Effective July 1, 2008, the differential shall be increased to one hundred dollars (\$100) per month.

If during the calendar year of 2008, the County increases the Bilingual Pay for Public Employees Local One, the County will extend that increase to CNA bargaining unit members. The increase will be implemented with the same effective date as applicable for Public Employees Local One, on a prospective basis only.

### **SECTION 29 – RETIREMENT**

#### **29.1 Contribution.**

- A. Contribution for Registered Nurses Unit.** Pursuant to Government Code Section 31581.1, for employees in classifications in the Registered Nurses Unit, the County will continue to pay fifty percent (50%) of the retirement contributions normally required of employees. Such payments shall continue for the duration of this MOU, and shall terminate thereafter. Employees shall be responsible for payment of the employee's contribution for the retirement cost-of-living program as determined by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employee's share. The County will pay the remaining one-half (1/2) of the retirement cost-of-living program contribution.

## **SECTION 28 – BILINGUAL PAY**

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- B. Contribution for Public Health Nurse Unit.** Effective on January 1, 2012 employees in classifications in the Public Health Nurse Unit are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

### **29.2 Retirement Benefits for Registered Nurses Unit and Public Health Nurse Unit**

**A. Retirement Benefit for Registered Nurses Unit - Employees who become New Members of CCCERA on or after January 1, 2013.**

1. For employees who, under the California Public Employees Pension Reform Act of 2013 (PEPRA), become New Members of the Contra Costa County Employees Retirement Association (CCCERA) system on or after January 1, 2013, retirement benefits are governed by PEPRA, (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
2. For employees who, under PEPRA, become New Members of CCCERA on or after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

**B. Retirement Benefit for Public Health Nurses Unit- Employees who become New Members of CCCERA on or after January 1, 2013**

1. For employees who, under PEPRA, become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
2. For employees hired by the County after June 30, 2014, who, under PEPRA, become New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

- C.** For employees in the Registered Nurses Unit and Public Health Nurse Unit who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.

- D. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees in the Registered Nurses Unit and Public Health Nurse Unit who, under PEPRA, become New Members of CCCERA. CNA will support the passage of the legislation and upon the County's request, will call and send a letter (on CNA letterhead) in support of the bill to the state legislator sponsoring the bill. In addition, upon the County's request, CNA will testify in support of the bill before the state legislative committees considering the bill.

**29.3 Tier III.** Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:

- A. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.
- B. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.
- C. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.
- D. Employees represented by the Labor Coalition and enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one (1) time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one (1) time irrevocable election of the Tier III Retirement Plan expressed herein.
- E. 1. The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:
- a. be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by three (\$3) million dollars per year, and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and



## **SECTION 28 – BILINGUAL PAY**

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- b. in the event the County's costs attributable to the creation and operation of Tier III exceed three (\$3) million dollars per year, or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and
  - c. in the event the County's costs attributable to the Tier III Retirement Plan are less than three (\$3) million dollars per year, the difference shall be divided by twelve (12) and each twelfth (12th) shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one-twelfth (1/12th) had been invested in the first month of the past year, two-twelfths (2/12th) in the second month of the past year and so forth; and
  - d. any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and
  - e. County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.
2. Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.
3. Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.
4. Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.

## **SECTION 28 – BILINGUAL PAY**

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- F. 1. The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.
2. Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.
- G. The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.
- H. In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.
- Effective January 1, 2005, Tier II of the retirement plan for employees represented by the California Nurses Association shall be eliminated and all employees in Tier II of the retirement plan shall be placed in Tier III.
- I. Effective January 1, 2005, employees in classifications in the Registered Nurses Unit who are in Tier II with ten (10) or more years of County/District service will be eligible to participate in the County's buy-back program. Employees may replace Tier II benefits with Tier III benefits as follows:
1. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.
2. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.
3. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.
- J. The Buy Back program set forth in Section 29.3 (Tier III) subsection I, which makes certain employees eligible to replace Tier II service time with Tier III service time on specified terms terminates on July 1, 2015. The Auditor-Controller will continue to facilitate payroll deduction, if applicable.

## **SECTION 30 – TRAINING REIMBURSEMENT**

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### **SECTION 30 – TRAINING REIMBURSEMENT**

#### **30.1 Career Development.**

- A. Employees who regularly work 24 or more hours per week.** Costs for career development training shall be reimbursed up to six hundred fifty dollars (\$650.00) per calendar year for employees who regularly work twenty-four (24) or more hours per week.

All career development reimbursement may be used for professional career development with an emphasis in the following areas:

1. University or college credit coursework required of an accredited nursing curriculum;
2. Nursing/Medical textbooks, journals and on-line texts and journals that are directly related to the job;
3. Attainment or renewal of national certification in specialty of nursing including review course tuition and materials;
4. Attendance at educational meetings in areas of specialty of nursing or medicine;
5. To offset costs required to meet minimum qualifications for a new specialty area of work within the first six (6) months of transition.

Up to three hundred fifty dollars (\$350.00) per calendar year may be applied to educational courses not necessarily in the employee's current career development path or job-related software with the approval of the Manager/Division Head.

At year end, any unused reimbursement may be carried over into the next calendar year; however, the maximum reimbursement in any calendar year may not exceed seven hundred dollars (\$700.00).

- B. Employees who regularly work less than twenty-four (24) hours per week.** Costs for career development training shall be reimbursed up to two hundred dollars (\$200.00) per calendar year for employees who regularly work less than twenty-four (24) hours per week.

All career development reimbursement may be used for professional career development with an emphasis in the areas listed in 30.1(A)(1) through 30.1(A)(5) above.

Up to one hundred twenty-five dollars (\$125.00) per calendar year may be applied to educational courses not necessarily in the employee's current career

## **SECTION 30 – TRAINING REIMBURSEMENT**

development path or job-related software with the approval of the Manager/Division Head.

At year end, any unused reimbursement may be carried over into the next calendar year; however, the maximum reimbursement in any calendar year may not exceed two hundred fifty dollars (\$250.00).

### **Family Nurse Practitioner.**

Employees in the classification of Family Nurse Practitioner (VWXB) may use the entire career development training reimbursement for which they are eligible for the purchase of job-related computer hardware/software.

Reimbursement for and use of career development training costs shall be subject to department approval and proof of successful course completion and payment.

**30.2 Advanced Cardiac Life Support Certification.** All employees working in the following assignments must possess and maintain throughout the duration of employment a current Advanced Cardiac Life Support certification (ACLS) issued by the American Heart Association:

- Critical Care and Intermediate Care Unit
- Emergency Department
- Labor and Delivery Unit
- Telemetry Unit
- Medical Unit
- Surgical Unit
- Gastroenterology Unit
- Perianesthesia Unit
- Postpartum Unit

All employees working in any of the assignments listed above must possess and maintain a current ACLS certification on or before September 30, 2021 or they will be removed from the schedule, will be placed in Absent Without Pay (AWOP) status, and will not be permitted to work until current ACLS certification has been obtained and verified by the County.

Employees who fail to obtain the ACLS certification and are placed in AWOP status may be subject to discipline, up to and including termination, for no longer meeting the minimum qualifications of their assignment.

The Health Services Department will provide ACLS certification and re-certification classes to those employees who are required to be certified at a cost of no more than twenty-five dollars (\$25.00) to the employee.

**30.3 Required Certifications and Licenses.** All employees must possess and maintain throughout the duration of employment any certification or license required by the County Classification Specification for an employee's classification and assignment. The only acceptable verification of license status is the Board of Registered Nursing

## **SECTION 31 – EDUCATION LEAVE**

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website.

Any employee who does not possess or maintain a current and valid license or certification will be removed from the schedule, will be placed in Absent Without Pay (AWOP) status, and will not be permitted to work until compliance has been obtained and verified by the County.

Employees who fail to obtain, possess, and maintain a current and valid license or certification, and are placed in AWOP status, may be subject to discipline, up to and including termination, for no longer meeting the minimum qualifications of their assignment.

### **SECTION 31 – EDUCATION LEAVE**

- A. Each permanent full-time employee in the classification of Registered Nurse – Beginning (VWXC), Registered Nurse (VWXG), Advice Nurse (VWSN), Charge Nurse (VWTF), Clinical Nurse Specialist (VWTA), and Health Services Education and Training Specialist (VWSM) with one (1) or more years of permanent service shall be entitled to forty (40) hours leave with pay each calendar year to attend Board of Registered Nurses approved continuing education courses, workshops, or classes. Employees in these classifications may carryover a maximum of eighty (80) hours of education leave per calendar year.
- B. **Family Nurse Practitioners.** Employees in the classification of Family Nurse Practitioner (VWSB) with one (1) or more years of permanent County service shall be entitled to sixty-four (64) hours leave with pay each calendar year to attend BRN or CME approved continuing education courses, institutions, workshops or classes. Employees in this classification may carryover eighty (80) hours of education leave per calendar year, and may also carryover additional education leave subject to approval.
- C. **Public Health Nurse.** Employees in the classification of Public Health Nurse (XXVA) and Public Health Nurse – Project (VVXI) with one (1) or more years of permanent County service shall be entitled to twenty-four (24) hours leave with pay each calendar year to attend Board of Registered Nurses approved continuing education courses, workshops, or classes. Employees in these classifications may carry over education leave with the maximum carryover not to exceed forty-eight (48) hours per calendar year. This carryover will be granted without restriction.
- D. **Permanent Part-Time Employees.** Permanent part-time employees in the classification of Registered Nurse – Beginning (VWXC), Registered Nurse (VWXG), Advice Nurse (VWSN), Charge Nurse (VWTF), Clinical Nurse Specialist (VWTA), and Health Services Education and Training Specialist (VWSM) shall be entitled to educational leave on a prorated basis.

## **SECTION 32 – CLASSIFICATION**

- E. Written requests for such leave by all eligible classifications must be submitted in advance and may be denied only in the event such leave interferes with staffing.
- F. The leave herein above defined shall not apply to those courses or programs the employee is required by the County to attend. Mandatory class hours include, but are not limited to non-violence training, PALS, NRP, BLS, ACLS, and harassment prevention. These required courses will be taken at CCRMC.

An eligible employee assigned to the night shift, who attends a continuing education course of eight (8) hours duration outside scheduled work time, may receive educational leave pay for the actual course time and may be excused from the night shift immediately preceding or following the course attended.

An employee who attends a pre-approved course on a date for which he/she is not regularly scheduled to work or who completes a pre-approved home study course, will be granted CE time off for the number of hours equivalent to the CE units earned. Only Board of Registered Nurses and Continuing Medical Education approved courses will be approved. Such time off must be scheduled in advance by mutual agreement between the employee and the supervisor.

When an employee covered by this agreement separates from County service, any unused educational leave shall be canceled.

## **SECTION 32 – CLASSIFICATION**

Existing classes of positions may be abolished or changed and new classes may be added to the classification plan by the Director of Human Resources subject to approval by the Board of Supervisors. The County will meet and confer with the Association on the minimum qualifications and salary of new classes. If the County wishes to add duties to classes represented by the Association, the Association shall be notified and upon request of the Association, representatives of the County will meet and consult with the Association over such duties.

## **SECTION 33 – SAFETY**

The County shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

To further this goal, the Contra Costa Regional Medical Center (CCRMC) commits to maintain Patient Care Assistance Teams (Lift Teams).

## **SECTION 34 – MILEAGE & TRANSPORTATION**

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### **SECTION 34 – MILEAGE & TRANSPORTATION**

**34.1 Reimbursement for Use of Personal Vehicle.** The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later. Procedures and definitions relative to the mileage reimbursement will be in accordance with the Administrative Bulletin #204.

**34.2 Commuter Benefit Program.** The County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of Title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

### **SECTION 35 – DEFERRED COMPENSATION LOAN PROVISION**

- A. Deferred Compensation Plan – Special Benefit only for Public Health Nurses Hired after January 1, 2010: Commencing April 1, 2010 and for the duration of the Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees in the Public Health Nurse Unit who meet all of the following qualifications:
1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
  2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and
  3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and
  4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457(b).
  5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

## **SECTION 34 – MILEAGE & TRANSPORTATION**

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Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the “Base Contribution Amount” or the “Monthly Base Contribution Amount for Maintaining Program Eligibility” required for the County’s Deferred Compensation Incentive in any other provision of this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County’s contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

**B. Deferred Compensation Plan – Loan Provision:** On June 26, 2012, the Board of Supervisors adopted Resolution 2012/298 approving the California Nurses’ Association to participate in the Deferred Compensation Plan Loan Program effective June 26, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000
2. The maximum amount of the loan is the lesser of 50% of the employee’s balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.



## **SECTION 36 – DETENTION FACILITY DIFFERENTIAL**

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

The County's website provides employees with the following information:

- a. Deferred Compensation Loan Provision
- b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan
- c. Pros and Cons of borrowing from the Deferred Compensation Plan
- d. Loan Application and Agreement

## **SECTION 36 – DETENTION FACILITY DIFFERENTIAL**

Employees who work in the County Detention Facility (including Marsh Creek, West County, Byron's Boy's Ranch, the Martinez Detention Facility and Juvenile Hall) shall receive a differential per hour worked at a premium of five percent (5%) of the hourly equivalent of the base rate. Effective the first of the month following the month in which this MOU is adopted by the Board of Supervisors, a five percent (5%) detention differential will be added to the current five percent (5%) detention differential, for a total of a ten percent (10%) detention differential.

## **SECTION 37 – JOINT ASSOCIATION/MANAGEMENT MEETING**

- A. There shall be a Joint Association-Management Meeting every other month unless mutually waived or unless mutually agreed to meet more frequently. Release time or appropriate overtime or paid straight time will be provided for three (3) Association representatives: the Chief Nurse Representative, the Outpatient Nurse Representative and the FNP Nurse Representative, or their designees. Management may also have three (3) representatives: the Director of Hospital Nursing, the Director of Ambulatory Care Nursing and the Health Services Department Personnel Officer, or their designees. Both parties may

## **SECTION 38 – PROFESSIONAL PERFORMANCE COMMITTEES**

agenda items in advance of the meeting and management shall provide reasonable information which is not confidential nor legally protected with a minimum of two (2) weeks advance notice. Other people may be invited to attend such meetings if mutually agreed upon in advance. Among issues for discussion shall be items related to communication and trust.

- B. Upon request of the Association, the County agrees to schedule meetings similar in concept for the Public Health Division.

## **SECTION 38 – PROFESSIONAL PERFORMANCE COMMITTEES**

**38.1 Professional Performance Committees.** There shall be a single Health Services Registered Nurse Professional Performance Committee (PPC) which shall consist of two (2) subcommittees: one (1) for inpatient Registered Nurses and one (1) for outpatient Registered Nurses.

The Committee(s) may consider and discuss issues and subject matters of their own selection which are related to patient care and nursing practice. The Committee(s) may also formulate advisory recommendations and proposals concerning such matters. The Committee(s) shall not discuss economic matters, such as wages, hours and other economic conditions which may be subject to meet and confer.

Contra Costa County and California Nurses Association agree that it is in the best interest of the patients, employees and management to foster mature and cooperative labor-management relations. To that end, effective sixty (60) days after adoption of this agreement, the parties agree to supplement Section 38 – Professional Performance Committee with the following:

- A. The Committee may meet more often with agreement of Chief Nursing Officer.
- B. The Chair will meet with the Chief Nursing Officer prior to the quarterly meeting to set the agenda.
- C. The Committee can request attendance of the Chief Nursing Officer at any of the monthly meetings.
- D. Whenever the committee makes a written recommendation to the respective Director of Nursing and the Chief Nursing Officer, he/she will respond in writing to the committee within thirty (30) calendar days unless the Association and the County mutually agree that the time may be extended.
- E. If the meetings are scheduled during a committee member's off duty time, the employee will be paid up to two (2) hours of paid straight time. Such paid time shall not be considered hours worked for the purpose of overtime.

**OBJECTIVES:** The objectives of the Professional Performance Committee shall be:  
**Nurse Practice:**

## **SECTION 38 – PROFESSIONAL PERFORMANCE COMMITTEES**

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- A. To work constructively for the improvement of patient care and nursing practice and to recommend to the Health Services Department the ways and means to improve patient care.
- B. The County agrees that Registered Nurses should not participate in job-related activities that they do not feel competent practicing and should discuss these concerns with their respective manager. If this dialogue does not end in a satisfactory conclusion, these concerns should be taken to the Professional Performance Committee.

Safety and Health: To consider constructively the improvement of safety and health conditions that may be hazardous and provide input for correction/elimination of those conditions to the Health Services Department Safety Committee.

Appropriate Staffing Levels: To review staffing, census and acuity levels and make recommendations regarding appropriate staffing levels that comply with state law.

**38.2 Subcommittee Meetings.** The Inpatient Subcommittee may schedule one (1) regular meeting each month during working hours which shall be scheduled to conflict as little as possible with nursing services. The County will release from duty no more than six (6) Registered Nurses if operationally feasible and does not impact patient safety for a period not to exceed two (2) hours for attendance at such a meeting. The Inpatient Subcommittee shall be composed of Registered Nurses from various shifts with no more than one (1) from each of the following units: Labor & Delivery/Nursery/Post-partum, Medical/Surgical/Telemetry, Inpatient Psychiatric Unit/Psychiatrist Emergency Services, Emergency Department, Critical Care Unit/Intermediate Care Unit, and the Operating Room/Post Anesthesia Care Unit/Gastrointestinal Unit.

The Outpatient Subcommittee may schedule one (1) regular meeting each month during working hours, provided that such meetings shall be scheduled to conflict as little as possible with the clinic schedule, be operationally feasible, not impact patient safety, and shall be mutually agreeable to the County. The County will release from duty no more than five (5) Registered Nurses for a period not to exceed two (2) hours, including travel time. The Outpatient Subcommittee shall be composed of Registered Nurses from both day and PM shifts with one from each of the following clinics: Concord, Brentwood/Antioch, Pittsburg/Bay Point, West County/North Richmond, and Martinez/Miller Wellness.

The Committee(s) may decide to meet jointly in lieu of separate meetings if particular issues or subjects call for joint inpatient and outpatient consideration.

**38.3 Committee Minutes.** The Committee(s) shall maintain written minutes, shall provide copies to the Director of Hospital Nursing Services and Director of Ambulatory Care Nursing, and shall maintain copies in various locations for perusal by Registered Nurses.

## **SECTION 38 – PROFESSIONAL PERFORMANCE COMMITTEES**

**38.4 Recommendations.** Employees who are not employed at the Health Services Department may submit verbal or written advisory recommendations and proposals for improving patient care to a designated representative of the Department Head, and timely response will be provided.

**38.5 PPC Family Nurse Practitioners.** There shall be a separate Professional Performance Committee for the Family Nurse Practitioners. The Committee may consider and discuss issues and subject matters of their own selection which are related to patient care and nursing practice. The Committee may also formulate advisory recommendations and proposals concerning such matters. The Committee shall not discuss economic matters, such as wages, hours and other economic conditions which may be subject to meet and confer.

The Committee may schedule one (1) regular meeting each month during working hours which shall be scheduled to conflict as little as possible with clinic schedules or operational needs. The County will release from duty no more than three (3) Family Nurse Practitioners for a period not to exceed two (2) hours, including travel time, for attendance at such a meeting.

The Committee shall maintain written minutes and shall provide copies to the designated supervisor(s) of the Family Nurse Practitioners in the Hospital and Clinic and Public Health Divisions and shall maintain copies in various locations for perusal by the Family Nurse Practitioners.

**38.6 Quarterly Meetings with Health Services Department Managers.** The Chief Nursing Officer, Director of Hospital Nursing Services, Director of Ambulatory Care Nursing and other managers from the Health Services Department designated by the Contra Costa Regional Medical Center (CCRMC) Executive Director shall meet quarterly.

**38.7 Agenda Items for Quarterly Meeting with the Health Services Department.**

- A. Agendas will be established and distributed two (2) weeks in advance of the meetings.
- B. Subject matters appropriate for agenda items shall include objectives listed above as well as the following: Funding/budgets and organizational updates, anticipated operational changes, communication, educational development of staff, input to technology development.
- C. Items that are not appropriate for agenda items for quarterly meetings are grievances, disciplinary actions or matters subject to collective bargaining.

**38.8 Recommendations for Action.**

- A. Joint recommendations of the PPC and staff may be referred from the Quarterly meetings to the Contra Costa Regional Medical Center (CCRMC) Executive Director for consideration.

## **SECTION 38 – PROFESSIONAL PERFORMANCE COMMITTEES**

- B. Two (2) Association committee members and two (2) management representatives shall meet with the Contra Costa Regional Medical Center (CCRMC) Executive Director to discuss said recommendations.

### **38.9 Public Health Nurse Professional Standards and Practices Committee (PSPC)**

The Committee may consider and discuss issues and subject matters which are related to patient care and nursing practice. The Committee may also formulate advisory recommendations concerning such matters. The Committee shall not discuss economic matters such as wages, hours, and other economic conditions which may be subject to meet and confer.

The Committee members need to have passed probation and have no counseling or disciplinary memos within the prior two (2) years of the anticipated selection to be a Committee member. Committee members shall serve a term of two (2) years and shall not serve more than two (2) consecutive terms.

The Committee may schedule one (1) regular meeting each month during working hours. The County will release from duty no more than four (4) Public Health Nurses. One (1) from each unit and with units of 50+ PHNs there will be one (1) additional PHN for such a meeting. Each regular meeting will be scheduled for two (2) hours each month, the first hour shall consist of the regular PSPC agenda, and the last hour shall be designated as time to meet with the Director of Public Health Nursing/Designee to address and resolve outstanding issues. PSPC members shall receive travel time to attend.

- A. The Committee may meet more often with agreement of the Public Health Nursing Director.
- B. The Committee can request attendance of the Public Health Nursing Director at any of the monthly meetings.
- C. Whenever the Committee makes a written recommendation to the respective Director of Public Health Nursing, he/she will respond in writing to the Committee within sixty (60) calendar days unless the Association and the County mutually agree that the time may be extended.
- D. If a Committee meeting is scheduled on a PHN's regularly scheduled day off the PHN is not entitled to be paid for attending the meeting.

**OBJECTIVES:** The objectives of the Professional Standards and Practice Committee shall be:

**Nurse Practice:** To work collaboratively for the improvement of patient care and nursing practice and to recommend to the Health Services Department the ways and means to improve patient care.

## **SECTION 39 – NOTICE OF HIRES AND SEPARATIONS**

Safety and Health: To consider collaboratively the improvement of safety and health conditions that may be hazardous and provide input for correction/elimination of those conditions to the Public Health Nursing Director/or designee.

**38.10 Professional Standards and Practices Committee Minutes.** The Committee shall maintain written minutes, and shall provide copies to the Public Health Nursing Director.

**38.11 Professional Standards and Practices Committee Agenda Items for Quarterly Meetings with the Public Health Nursing Director.** The Public Health Nursing Director and other Health Service Department Administrators and managers may meet with the PSPC quarterly.

- A. Agendas will be established and distributed one (1) week in advance of the meetings by the PSPC Committee.
- B. Subject matters appropriate for agenda items shall include objectives listed above as well as the following: organizational updates, communication, educational development of staff, input to technology development.
- C. Items that are not appropriate for agenda items for quarterly meetings are grievances, disciplinary actions, or matters subject to collective bargaining.

## **SECTION 39 – NOTICE OF HIRES AND SEPARATIONS**

The County agrees to provide to California Nurses Association, to the extent the information is provided to the County by the employee:

- A. New hire information as required by State law, including the first and last name, classification, department, original date of hire, home address, work location, work, home, and personal cell phone number, and personal email address of employees in classifications represented by California Nurses Association.
- B. Separation information, including but not limited to termination, retirement, and voluntary separation, for employees in classifications represented by California Nurses Association.

The County will send this information electronically, in one or more reports, once per month.

## **SECTION 40 – WORKPLACE VIOLENCE PREVENTION AND SAFETY**

The County and the Association agree that creating a workplace that is free from violence and promotes the safety of nurses and patients is a shared priority.

## **SECTION 41 – PERSONNEL FILES**

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Workplace Violence training shall be made available in person or on-line at no cost to all members of this bargaining unit, and is required at least annually in accordance with the California Occupational Safety and Health Administration Workplace Violence Prevention in Healthcare regulation (8 CCR § 3342).

### **SECTION 41 – PERSONNEL FILES**

An employee and/or the employee's Union representative shall have the right to inspect and review the employee's departmental personnel file upon request at reasonable times and for reasonable periods during the regular business hours of 8:00 a.m. to 5:00 p.m. Documentation in the personnel file relating to the investigation of a possible criminal offense, and such information or letters of reference shall be specifically excluded from such inspection and review. The employee's Union representative, with written authorization by the employee, shall also have the right to inspect and review any official records(s) described above.

Counseling memos will be removed from all files after two (2) years.

### **SECTION 42 – REIMBURSEMENT FOR MEAL EXPENSES**

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

- A. When the employee is required by the Department Head to attend a meeting concerning County business or County affairs.
- B. When the employee is required to be out of the regular or normal work area during a meal hour because of a particular work assignment.
- C. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- D. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.
- E. When the employee is required to work three (3) or more hours of overtime; in this case the employee may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement.

Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions. Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Administrative Bulletin on Expense Reimbursement.

## **SECTION 43 – COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

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### **SECTION 43 – COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- B. Ordinary wear and tear of personal property used on the job is not compensated.
- C. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.
- D. The loss or damage must have occurred in the line of duty.
- E. The loss or damage was not a result of negligence or lack of proper care by the employee.
- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employees' eyeglasses, dentures or other prosthetic devices did not occur simultaneously with a job-connected injury covered by Workers' Compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

### **SECTION 44 – SERVICE AWARDS**

The County shall continue its present policy with respect to service awards including time off; provided, however, that the type of award given shall be at the sole discretion of the County.

The following procedures shall apply with respect to service awards:



## **SECTION 45 – UNFAIR LABOR PRACTICE**

- A. Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the department as to the time and date of the Board meeting.
- B. Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take a day off with pay at each five (5) years anniversary.

## **SECTION 45 – UNFAIR LABOR PRACTICE**

Either the County or the Association may file an unfair labor practice as defined in Board of Supervisors' Resolution No. 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) workdays from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

## **SECTION 46 – LENGTH OF SERVICE DEFINITION (for service awards and vacation accruals)**

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

## **SECTION 47 – PERMANENT PART-TIME EMPLOYEE BENEFITS**

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at the same rate as for full-time employees providing they work at least forty percent (40%) of full time (i.e., 16/40). If the employee works at least fifty percent (50%) of full time, County retirement participation is also included.

## **SECTION 48 – PERMANENT-INTERMITTENT EMPLOYEE BENEFITS**

- A. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits based upon regular hours worked in the pay period.

## **SECTION 48 – PERMANENT-INTERMITTENT EMPLOYEE BENEFITS**

- B. Permanent-Intermittent employees may be eligible for certain special types of pays and benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to permanent-intermittent employees is included as Attachment H. If a special pay or benefit that is described in this MOU does not specifically reference permanent-intermittent employees or the special pay or benefit is not included in Attachment H, then the special pay or benefit does not apply to permanent-intermittent employees.
- C. **Health Benefit Coverage for Permanent Intermittent Employees.** To access County health coverage, permanent intermittent employees represented by the Association must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to the County’s lowest cost, single individual health insurance plan that is available to the majority of County employees. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

## **SECTION 49 – STAFF NURSE UNIT/PER DIEM EMPLOYEES**

Per Diem employees may be eligible for certain special types of pays, benefits, and other items in addition to wages under specifically defined circumstances. A list of those special pays, benefits, and other items that are applicable to per diem employees is included as Attachment I. If a special pay, benefit, or other item that is described in this MOU does not specifically reference per diem employees or the special pay, benefit, or other items is not included in Attachment I, then the special pay, benefit, or other item does not apply to per diem employees.

- A. **Health Benefit Coverage for Per Diem Employees.** To access County health coverage, per diem employees represented by the Association must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to the County’s lowest cost, single individual health insurance plan that is available to the majority of County employees. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.
- B. **Family and Medical Leaves.** Eligibility of employees in per diem classifications for family or medical leaves under state or federal laws, such as the Family Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave Act, will be determined and administered in accordance with applicable state and/or federal laws

## **SECTION 49 – STAFF NURSE UNIT/PER DIEM EMPLOYEES**

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- C. **Meal Period/Rest Break.** Employees shall be entitled to a rest break of up to 15 minutes for each four (4) hours of work. Nurses shall coordinate rest breaks with the Nursing Program Manager, or designee, in accordance with patient care needs. During each shift of eight (8) hours or more, employees shall be scheduled for an unpaid meal period of at least thirty (30) minutes. Employees who work in Juvenile Hall, Detention, or the CCHP Advice Nurse Unit may be assigned a shift of eight (8) hours straight with a paid on-site meal period when the employee is not permitted to leave the facility. Employees who work a ten (10) hour shift between the hours of 9:30 pm to 9:00 am at the Contra Costa Regional Medical Center (CCRMC) may be assigned a paid on-site meal period when the employee is not permitted leave the facility.
- D. **No Discrimination.** There shall be no discrimination as prohibited by law because of age, sex, race, creed, color, national origin, religion, disability, sexual orientation or Association activities against anyone employed by the County. This provision is not subject to the Grievance Procedure.
- E. **Sick Leave.** Per diem employee sick leave benefits are set forth in Administrative Bulletin 411, Sick Leave Policy (Employees Not Subject to Labor Code § 245 et. Seq.)
- F. **State Disability Insurance (SDI) General Provisions.** Effective as soon as possible, but no later than January 1, 2014, Contra Costa County will enroll employees in the Per Diem Unit in the State Disability Insurance (SDI) program subject to the rules and procedures established by the State of California. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. SDI benefit payments will be sent directly to the employee by the State of California.
- G. **Termination of Employment.** Per diem employees serve at the pleasure of the Appointing Authority and may be terminated by the Appointing Authority or designee at any time. Termination of employment is not subject to the grievance procedure and is not subject to appeal. However, a Per Diem employee who is terminated may request a meeting with the Appointing Authority or designee and may be accompanied by a Union Representative.
- H. **Unit Information.** The County agrees to provide a list of represented employees no more than once each calendar year, upon written request by the union.
- I. **Workers' Compensation Coverage for Per Diem Employees.** Any Worker's Compensation coverage applicable to per diem nurses is determined by law. This section is not subject to the grievance procedure.

## **SECTION 50 – PROVISIONAL EMPLOYEE BENEFITS**

### **SECTION 50 – PROVISIONAL EMPLOYEE BENEFITS**

Provisional Employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits.

A provisional employee may participate in the County Group Health Plans of medical, dental and life insurance coverage wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan and reinstatement may only be effectuated during the annual open enrollment period.

### **SECTION 51 – LUNCH PERIOD / REST BREAK**

Hospital nurses scheduled to work a full eight (8) hour shift within a spread of eight and one-half (8-1/2) hours shall receive not less than one-half (1/2) hour for lunch. If such nurse is required to work during all or any portion of the lunch period, such time worked shall be paid at the rate of time and one-half (1-1/2), provided the nurse actually works a full shift.

Nurses with one-half (1/2) hour lunch at the hospital shall receive priority service over non-employees in the hospital cafeteria.

Advice Nurses assigned to work the night shift Monday through Friday (10 p.m. – 6:00 a.m.) or Saturday and Sunday (10 p.m. – 6:30 a.m.) will be provided a one-half (1/2) hour paid lunch to remain on-site for the duration of the shift. There is no change in shift hours for nurses employed at Juvenile Hall or the Detention Facility and those shifts designated in the Advice Nurse Unit; those remaining on a straight eight (8) hour shift are always in a pay status and on duty during lunch and shall remain on-site for the entire duration of the shift.

Nurses are entitled to a ten (10) minute rest break during each four (4) hour working period, and said rest break may be taken at any time during the four (4) hour period. Nurses scheduled to work twelve (12) hour shifts are entitled to a fifteen (15) minute rest break during each six (6) hour working period, and said rest break may be taken at any time during the six (6) hour period. In no event shall there be more than two (2) rest breaks during one shift. Nurses shall coordinate rest breaks with the Nursing Program Manager, or designee, in accordance with patient care needs.

## **SECTION 52 – FAMILY NURSE PRACTITIONERS (FNP)/PUBLIC HEALTH NURSES (PHN)**

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### **SECTION 52 – FAMILY NURSE PRACTITIONERS (FNP)/PUBLIC HEALTH NURSES (PHN)**

#### **52.1 FNP Administrative Time.**

- A. All Family Nurse Practitioners (FNPs) in the Hospital and Clinics Division will be granted administrative time as part of the regular schedule. Administrative time will be prorated for part-time FNPs as follows:

<u>Total Position Hours/Week</u>	<u>Average Admin Hours/Week</u>
32-40	4
24-31	3
20-23	2
<20	0

In the Public Health Division, FNP's will be granted administrative time on a pro rata basis and will be expected to continue to cover for FNP absences as needed.

- B. The regular schedule for each FNP may include one (1), four (4) hour evening clinic per week and one (1) weekend assignment every eight (8) weeks, consisting of four (4) to eight (8) hours. FNPs with twenty (20) years of service shall not be required to work weekend shifts, but may volunteer to do so. However, in the event there are insufficient FNP staff to cover weekend assignments, the provisions outlined above regarding one (1) weekend assignments in eight (8) weeks may be temporarily waived.

In lieu of overtime and shift differential, any hours worked in Hospital and Clinic Division assignments in excess of eight (8) hours per day or forty (40) hours per week will be paid at the straight-time overtime rate (1.0). All evening and weekend assignments in the Hospital and Clinics Division will be paid an additional ten dollars (\$10.00) per hour.

FNPs assigned to work on a holiday will not be paid the ten dollars (\$10.00) per hour evening/weekend differential, but instead receive time and one-half (1-1/2) holiday pay.

**52.2 FNP Meetings.** An FNP who attends a Medical Staff meeting before 8:00 a.m. or after 5:00 p.m. on a day for which he/she is otherwise scheduled to work, will be compensated at the appropriate rate of pay. The division head for mid-level practitioners will be compensated for attending noon meetings of the Medical Executive Committee. FNP's will be compensated for attendance at other noon meetings only if attendance is mandated by the appointing authority or designee.

## **SECTION 52 – FAMILY NURSE PRACTITIONERS (FNP)/PUBLIC HEALTH NURSES (PHN)**

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**52.3 FNP Staff Development Time.** Family Nurse Practitioners in the Hospital, Health Centers Division and Detention Centers, who are regularly scheduled to work sixteen (16) hours per week or more of Family Practice Clinics and/or Detention Clinics shall be eligible for staff development time. The nature of the staff development time shall be decided by the appropriate Department Head and could include such responsibilities as specialty clinic assignments, or activities which contribute to patients' health, system efficiency or quality care. Employees will be notified in writing of the decisions regarding their proposals. Employees may apply to use such time by submitting their proposal describing the goals and process of their work to the appointing authority of designee for approval. Approval of the use of staff development time shall be a specific period of time and may be discontinued at any time with a written explanation, at the discretion of the appointing authority or designee. Employees involved in such work shall be required to submit periodic reports as determined by the appointing authority or designee.

Employees will accumulate four (4) hours per month of staff development time. Such time can be used in blocks of four (4) hours per week not to exceed forty-eight (48) hours per calendar year. Unused hours do not carry over into the next year. Those employees who are scheduled to work less than full time may be assigned to these four (4) hours per month over and above their regularly scheduled hours.

**52.4 FNP Paid Personal Leave.** Effective July 1, 2006, in lieu of overtime and shift differential, permanent full-time Family Nurse Practitioners with three (3) years of service in classes covered by this MOU will be credited with five (5) days of paid personal leave. Said leave will be prorated for permanent part-time employees but will not be credited for permanent-intermittent (on-call) employees.

This leave must be used during the calendar year in which credited and may not be carried forward. This paid personal leave is separate from paid vacation and will be accounted for accordingly. Upon separation from County service, there shall be no pay off for unused personal leave credits.

### **52.5 Public Health Nurses.**

- A. The Public Health Nurse Professional Standards and Practices Committee (PSPC) shall continue for the duration of this MOU. The PSPC will be comprised of seven members.
- B. Public Health Nurses may take either a half-hour (1/2) or one-hour (1) lunch break, provided the operational needs of the department are met.
- C. If reassignments of less than eight (8) weeks duration are needed to cover for vacation relief, sick leave, temporary shifts in workload, training assignments or other short term needs, management shall solicit volunteers. If there are insufficient volunteers, assignments will be based on inverse seniority within the affected program.

## **SECTION 53 – HEALTH EXAMINATION**

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### D. Vacations.

- a. Vacations shall be scheduled on an annual cycle, April 1st through March 31st. Employees must submit their written vacation requests by February 1st of each year. Administration in each program or office will post a schedule of vacations by March 1st of each year.
- b. At least one PHN from each office or program will receive scheduled absences, including continuing education and vacation, at any given time. With supervisor's approval, additional time off requests may be granted, based on staffing and caseload. The employee with the greater length of service in the Public Health Nurse classification will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted and will be approved on a first come basis. In the event of a tie on the date of submission, seniority in the classification or series will serve as the tie breaker. Absences for sick leave, disability and regular days off will not be counted as scheduled absences.
- c. An approved vacation will not be unilaterally canceled.
- d. An employee voluntarily changing work position or assignment between programs or regional offices after March 1st must resubmit a vacation request for consideration on a first come basis.
- e. Vacations which include major holidays, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

## **SECTION 53 – HEALTH EXAMINATION**

Employees of the County who work in a Health Services Department facility will annually be required to complete a Health Questionnaire and take a Tuberculosis Skin Test. In the event that an employee had a positive reaction to a tuberculosis skin test, said employee will be requested to show proof of having had two (2) negative chest x-rays at least one (1) year apart.

Employees will also be requested to be screened for Rubella immunity. If the result of the Rubella test is negative, the appointing authority or designee will recommend that the employee become immunized. If the employee has direct patient contact and refuses to become immunized, an attempt will be made to relocate the employee to a non-patient care area if possible.

**SECTION 54 – FLOATING**

Floating of RNs shall be subject to patient care considerations and staffing needs, and shall be in compliance with the current in-patient floating policy (Attachment Q).

Nursing administration reserves the right to amend the policy to meet operational needs. Additionally, nursing administration agrees to seek input on changes in said policy from the Professional Performance Committee (PPC).

Any alleged violations to the float policy will be taken to the chair of the PPC; the committee chair will request a meeting with the Chief Nursing Officer to review and resolve the above. If there is no resolution at this step, the PPC chair may request initiation of the Nursing Review Panel as per Section 59 of the Memorandum of Understanding.

**SECTION 55 – LEAVE DENIALS**

Any properly submitted request for educational leave, vacation leave, or other leave of absence covered by this MOU shall normally not be denied without written explanation.

**SECTION 56 – CODE GREY**

A ten percent (10%) base salary differential shall be paid for those shifts on which employees in classifications represented by CNA are specifically assigned by the administration to respond to emergency Code Grey calls.

Assignment to the Code Grey team is conditional on an employee having successfully completed required non-violence training and maintaining required certification. Assignment to the Code Grey team will first be based on volunteers. If there is not an adequate number of volunteers, assignment to the team will be made by management, with no more than one (1) RN per hospital unit being assigned at any given time. It is further understood that the above-referenced salary differential is based on an employee actually being assigned to Code Grey call.

**SECTION 57 – ADOPTION**

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.



## **SECTION 58 – SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION**

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### **SECTION 58 – SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION**

**58.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall during the term of this MOU, demand any change to the terms of this MOU, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements, excluding settlement agreements, that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

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

**58.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations (PMR's), the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation and as such remain in full force and effect.

### **SECTION 59 – SAFE STAFFING**

Contra Costa Regional Medical Center acknowledges and complies with state legislation Safe Staffing (AB394). Contra Costa Regional Medical Center and California Nurses Association agree to work cooperatively to ensure the highest quality of patient care and optimal outcomes. Staff will be actively involved through the Professional Practice Committee, in development of core staffing processes as well as skill mix for patient care areas. In addition, any concerns regarding staffing issues will be addressed through the New Technology and Staffing Ratio Dispute Resolution process.

### **SECTION 60 – PATIENT CARE TECHNOLOGY REVIEW PROCEDURES**

The Employer and the Union recognize that development and deployment of clinical technologies should be used to improve quality outcomes, patient safety, and that when used in the patient care setting:

- A. Technology must be consistent with the provision of safe, therapeutic and effective patient care, which promotes patient safety.

## **SECTION 61 – CONSCIOUS SEDATION**

- B. Deployment of technology shall not limit the Registered Nurses in the performance of functions that are part of the Nursing Process, including full exercise of clinical judgment in assessment, evaluation, planning and implementation of care, nor from acting as patient advocate.
- C. Technology is intended to enhance, not degrade, nursing skills.
- D. The manner in which technology is used shall support patient confidentiality.
- E. Technology is intended to provide information and options for clinical decision-making. Clinicians will maintain accountability for actual clinical decision-making, including incorporating individualized patient needs, complications, comorbidities, as appropriate.
- F. For technology selected after the date of this agreement, the Hospital will provide opportunities for Staff Nurses to provide input regarding new technology affecting the delivery of direct patient care.

This provision shall be subject to Section 62 - NEW TECHNOLOGY AND STAFFING RATIO DISPUTE RESOLUTION.

## **SECTION 61 – CONSCIOUS SEDATION**

As Conscious Sedation is a highly skilled, highly technical procedure, CCRMC is committed to providing a safe environment for patients by requiring all nursing personnel who perform this function to complete education and demonstrate competency. Nurses on temporary assignment at CCRMC will be required to demonstrate a level of competency equivalent to CCRMC employees before being assigned to perform conscious sedation.

## **SECTION 62 – NEW TECHNOLOGY AND STAFFING RATIO DISPUTE RESOLUTION**

The County and CNA agree that the process contained herein shall be the exclusive means of resolving all disputes pertaining to new technology that impacts wages, hours, and terms and conditions of employment, and chronic staffing ratio patterns appealed by the Professional Practice Committee (PPC). The basic principles of staffing in the acute care setting should be based on the patients' care needs, the severity of condition, services needed, and the complexity surrounding those services. Disputes regarding the aforementioned will be handled as follows:

- A. Nursing Review Panel (NRP). A Nursing Review Panel (NRP) shall be convened within thirty (30) calendar days following written notification from the Professional Practice Committee (PPC) that disputes regarding chronic staffing ratio or principles of staffing as outlined above, or new technology that impacts wages,

## **SECTION 62 – NEW TECHNOLOGY AND STAFFING RATIO DISPUTE RESOLUTION**

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hours, and terms and conditions of employment, has not been resolved through the Professional Practice Committee.

1. The NRP shall be comprised of a chair appointed or assumed by the Chief Nursing Officer (CNO), two (2) RNs selected by the County, and two (2) RNs selected by the PPC with at least one taken from the affected work area.
2. Bargaining unit members on the NRP shall receive paid straight time for all time spent on the panel.
3. The Panel shall make staffing adjustment recommendations to the CNO, based on compliance with state ratios. The CNO shall, within thirty (30) days of receiving the Panel's recommendations, provide his/her response to the PPC.
4. In the event the CNO's action does not resolve the matter, the PPC may appeal the decision in writing to the CNO. Within thirty (30) calendar days of receiving the appeal, the CNO shall convene a Special Review Panel in accordance with the provisions of Section B., below.

### **B. Special Review Panel (SRP)**

1. The SRP shall consist of three (3) members, one (1) RN selected by CNA, one (1) RN selected by the CNO or his/her designee, and a third (3rd) person selected by the other two (2) panel members to serve as a neutral chairperson. The parties will make a good faith effort to select a chairperson who is experienced in the healthcare industry and with expertise in staffing in acute care hospitals. If they are unable to find such a person, they shall select an arbitrator by mutual agreement to serve as chairperson. Nothing shall preclude the CNA and County panel members from bringing another individual to assist.
2. If the SRP is unable to achieve a resolution, the neutral third party may resolve the difference and such decision shall be final and binding on the parties.
3. Any resolution of the SRP, including any decision by the neutral third party, must take into consideration work area staffing ratio standards, and any other relevant information presented by the parties, and must be consistent with state and federal legislation prescribing levels and ratios. The SRP, including the neutral third party, shall have no jurisdiction to fashion any remedy that imposes an obligation on any hospital that exceeds, or is inconsistent with state or federal regulatory requirements or legislation.

## **SECTION 63 - AMBULATORY CARE NURSES**

### **SECTION 63 - AMBULATORY CARE NURSES**

Effective July 1, 2008, Experienced Level Registered Nurses in the Ambulatory Care specialty are eligible for Advance Level pay code (VWXE). Minimum criteria as defined by the Board of Registered Nursing.

The following Ambulatory Care Clinics are eligible for Advance Level Pay:

- 1) Dysplasia Clinic (DYSP)
- 2) Anti-Coagulation Clinic
- 3) INH Clinic
- 4) Resource Nurse (RES)
- 5) Amniotic Fluid Index (AFI)
- 6) Non-Stress Testing (NST)
- 7) Hematology/Oncology Clinic (HEM/ONC)
- 8) Referral Coordination Unit

The parties agree to meet and confer before the expiration of this MOU to establish, if necessary, new criteria for Advance Level Pay for Ambulatory Care.

### **SECTION 64 – DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect from October 1, 2018, to and including September 30, 2021. Said Agreement shall automatically renew, except for sunset provisions contained within this MOU, from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify, or terminate the Agreement.

### **SECTION 65 – AUTOMATED TIMEKEEPING REOPENER**

Upon request of County and during the term of this Agreement, the Association will meet and confer with County regarding implementation of an Automated Timekeeping System for all County employees. Implementation of an Automated Timekeeping System may require changes and/or additions to this Agreement regarding the following subjects:

1. On Call/Call Back pay
2. Shift differentials
3. CNA double shifts for employees working more than 8 hours
4. Overtime
5. Days and hours of work
6. Holiday pay
7. Rounding
8. Reporting of time

**SECTION 65 - AUTOMATED TIMEKEEPING REOPENER**

This list is indicative, not inclusive, of the subjects that may need changes and/or additions for the Automated Timekeeping System.

The parties understand and agree that the County will mitigate any pecuniary loss to Association members that may result from negotiated changes/additions to this Agreement in order to implement the Automated Timekeeping System.

Date: \_\_\_\_\_

**Contra Costa County:**  
*(Signature / Printed Name)*

**California Nurses Association (CNA):**  
*(Signature / Printed Name)*

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# CALIFORNIA NURSES ASSOCIATION

## ATTACHMENTS

- A – 1 Class and Salary Listing Monthly – Effective 10/1/2018
- A – 2 Class and Salary Listing Hourly – Effective 10/1/2018
- B – 1 Class and Salary Listing Monthly – Effective 12/1/2018
- B – 2 Class and Salary Listing Hourly – Effective 12/1/2018
- C – 1 Class and Salary Listing Monthly – Effective 5/1/2019
- C – 2 Class and Salary Listing Hourly – Effective 5/1/2019
- D – 1 Class and Salary Listing Monthly – Effective 1/1/2020
- D – 2 Class and Salary Listing Hourly – Effective 1/1/2020
- E – 1 Class and Salary Listing Monthly – Effective 1/1/2021
- E – 2 Class and Salary Listing Hourly – Effective 1/1/2021
- F. *Page Intentionally Left Blank*
- G. Medical/ Dental Plan Co-Pays 2018 Plan Year
- H. Permanent Intermittent Employee Benefits
- I. Staff Nurse Unit/Per Diem Employee Special Pays, Benefits and Other Items
- J. Acuity Based Staffing (Revised 10/1/06)
- K. Permanent-Intermittent and Part-Time RN's and FNP's
- L. Public Health Nurse Expanded Roles
- M. Agreements Reached During 1995/96 Negotiations
- N. Mandatory Overtime Policy for Contra Costa Regional Medical Center In-Patient RN's
- O. Letter of Understanding – Mandatory Overtime for Contra Costa Detention Facilities
- P. Establishment of Weekend Only Schedules
- Q. Contra Costa County Regional Medical Center Floating Policy (Revised 5/11/12)
- R. Operating Room (OR) and Post Anesthesia Care Unit (PACU) On-Call Agreement

- S. Automated Time Keeping – Payroll Increments of Reporting Time
- T. Automated Time Keeping – Payroll Codes and Practices
- U. Operational Issues
- V. Per Diem Nurses Call-Off Notice

**California Nurses Association  
Class and Salary Listing  
As of October 1, 2018**

**ATTACHMENT A-1**

<b>Registered Nurses Unit (L3)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	8,659.35	8,875.83	9,097.73	9,325.17	9,558.30	9,797.26	10,042.19	10,293.24	10,550.58	10,814.34
VWTF	Charge Nurse		9,926.89	10,175.07	10,428.44	10,690.18	10,957.43	11,231.37	11,512.15	11,799.96	12,094.96	12,397.33
VWTA	Clinical Nurse Specialist		9,829.09	10,074.82	10,326.69	10,584.86	10,849.48	11,120.71	11,398.73	11,683.70	11,975.79	12,275.19
VWSB	Family Nurse Practitioner	F	9,829.09	10,074.82	10,326.69	10,584.86	10,849.48	11,120.71	11,398.73	11,683.70	11,975.79	12,275.19
VWSM	Health Svcs Educ And Trng Spec		9,829.09	10,074.82	10,326.69	10,584.86	10,849.48	11,120.71	11,398.73	11,683.70	11,975.79	12,275.19
VW7A	Nurse Practitioner Trainee	F	9,181.59									
VWXG	Registered Nurse	F, D	8,554.53	8,768.40	8,987.61	9,212.30	9,442.60	9,678.67	9,920.63	10,168.65	10,422.87	10,683.44
VWX5	Registered Nurse - Project	F, D	8,554.53	8,768.40	8,987.61	9,212.30	9,442.60	9,678.67	9,920.63	10,168.65	10,422.87	10,683.44
VWXC	Registered Nurse-Beg Level	F, D	7,745.42									
VWX2	Registered Nurse-Prj Beg Level	F, D	7,745.42									

<b>Staff Nurses Unit (L8)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		10,391.59	10,651.38	10,917.66	11,190.60	11,470.37	11,757.13	12,051.05	12,352.33	12,661.14	12,977.67
VWWA	Staff Nurse-Per Diem		10,264.70	10,521.32	10,785.35	11,053.96	11,330.31	11,613.57	11,903.91	12,201.51	12,506.54	12,819.21

<b>Public Health Nurse Unit (LT)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	8,982.40	9,206.96	9,437.13	9,673.06	9,914.89	10,162.76	10,416.83	10,677.25	10,944.18	11,217.78
VVX1	Public Hlth Nurse-Project		8,982.40	9,206.96	9,437.13	9,673.06	9,914.89	10,162.76	10,416.83	10,677.25	10,944.18	11,217.78



**California Nurses Association  
Class and Salary Listing  
As of October 1, 2018**

**ATTACHMENT A-2**

<b>Registered Nurses Unit (L3)</b>			<b>Hourly Range for Illustrative Purposes Based Upon Average Month</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	49.96	51.21	52.49	53.80	55.14	56.52	57.94	59.38	60.87	62.39
VWTF	Charge Nurse		57.27	58.70	60.16	61.67	63.22	64.80	66.42	68.08	69.78	71.52
VWTA	Clinical Nurse Specialist		56.71	58.12	59.58	61.07	62.59	64.16	65.76	67.41	69.09	70.82
VWSB	Family Nurse Practitioner	F	56.71	58.12	59.58	61.07	62.59	64.16	65.76	67.41	69.09	70.82
VWSM	Health Svcs Educ And Trng Spec		56.71	58.12	59.58	61.07	62.59	64.16	65.76	67.41	69.09	70.82
VW7A	Nurse Practitioner Trainee	F	52.97									
VWXG	Registered Nurse	F, D	49.35	50.59	51.85	53.15	54.48	55.84	57.23	58.67	60.13	61.64
VWX5	Registered Nurse - Project	F, D	49.35	50.59	51.85	53.15	54.48	55.84	57.23	58.67	60.13	61.64
VWXC	Registered Nurse-Beg Level	F, D	44.69									
VWX2	Registered Nurse-Prj Beg Level	F, D	44.69									

<b>Staff Nurses Unit (L8)</b>			<b>Hourly Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		59.95	61.45	62.99	64.56	66.18	67.83	69.53	71.26	73.05	74.87
VVWA	Staff Nurse-Per Diem		59.22	60.70	62.22	63.77	65.37	67.00	68.68	70.39	72.15	73.96

<b>Public Health Nurse Unit (LT)</b>			<b>Hourly Range for Illustrative Purposes Based Upon Average Month</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	51.82	53.12	54.44	55.81	57.20	58.63	60.10	61.60	63.14	64.72
VVX1	Public Hlth Nurse-Project		51.82	53.12	54.44	55.81	57.20	58.63	60.10	61.60	63.14	64.72

**California Nurses Association  
Class and Salary Listing  
Effective December 1, 2018**

**ATTACHMENT B-1**

<b>Registered Nurses Unit (L3)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	9,092.32	9,319.62	9,552.62	9,791.43	10,036.22	10,287.12	10,544.30	10,807.91	11,078.10	11,355.06
VWTF	Charge Nurse		10,423.24	10,683.82	10,950.92	11,224.69	11,505.31	11,792.94	12,087.76	12,389.96	12,699.71	13,017.20
VWTA	Clinical Nurse Specialist		10,320.54	10,578.56	10,843.02	11,114.10	11,391.95	11,676.75	11,968.67	12,267.88	12,574.58	12,888.95
VWSB	Family Nurse Practitioner	F	10,320.54	10,578.56	10,843.02	11,114.10	11,391.95	11,676.75	11,968.67	12,267.88	12,574.58	12,888.95
VWSM	Health Svcs Educ And Trng Spec		10,320.54	10,578.56	10,843.02	11,114.10	11,391.95	11,676.75	11,968.67	12,267.88	12,574.58	12,888.95
VW7A	Nurse Practitioner Trainee	F	9,640.67									
VWXG	Registered Nurse	F, D	8,982.26	9,206.82	9,436.99	9,672.91	9,914.73	10,162.60	10,416.67	10,677.08	10,944.01	11,217.61
VWX5	Registered Nurse - Project	F, D	8,982.26	9,206.82	9,436.99	9,672.91	9,914.73	10,162.60	10,416.67	10,677.08	10,944.01	11,217.61
VWXC	Registered Nurse-Beg Level	F, D	8,132.69									
VWX2	Registered Nurse-Prj Beg Level	F, D	8,132.69									

<b>Staff Nurses Unit (L8)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		10,911.17	11,183.95	11,463.54	11,750.13	12,043.89	12,344.98	12,653.61	12,969.95	13,294.20	13,626.55
VWWA	Staff Nurse-Per Diem		10,777.94	11,047.39	11,323.57	11,606.66	11,896.83	12,194.25	12,499.10	12,811.58	13,131.87	13,460.17

<b>Public Health Nurse Unit (LT)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	9,431.52	9,667.30	9,908.99	10,156.71	10,410.63	10,670.90	10,937.67	11,211.11	11,491.39	11,778.67
VVX1	Public Hlth Nurse-Project		9,431.52	9,667.30	9,908.99	10,156.71	10,410.63	10,670.90	10,937.67	11,211.11	11,491.39	11,778.67

**California Nurses Association  
Class and Salary Listing  
Effective December 1, 2018**

**ATTACHMENT B-2**

<b>Registered Nurses Unit (L3)</b>			<b>Hourly Range for Illustrative Purposes Based Upon Average Month</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	52.46	53.77	55.11	56.49	57.90	59.35	60.83	62.35	63.91	65.51
VWTF	Charge Nurse		60.13	61.64	63.18	64.76	66.38	68.04	69.74	71.48	73.27	75.10
VWTA	Clinical Nurse Specialist		59.54	61.03	62.56	64.12	65.72	67.37	69.05	70.78	72.55	74.36
VWSB	Family Nurse Practitioner	F	59.54	61.03	62.56	64.12	65.72	67.37	69.05	70.78	72.55	74.36
VWSM	Health Svcs Educ And Trng Spec		59.54	61.03	62.56	64.12	65.72	67.37	69.05	70.78	72.55	74.36
VW7A	Nurse Practitioner Trainee	F	55.62									
VWXG	Registered Nurse	F, D	51.82	53.12	54.44	55.81	57.20	58.63	60.10	61.60	63.14	64.72
VWX5	Registered Nurse - Project	F, D	51.82	53.12	54.44	55.81	57.20	58.63	60.10	61.60	63.14	64.72
VWXC	Registered Nurse-Beg Level	F, D	46.92									
VWX2	Registered Nurse-Prj Beg Level	F, D	46.92									

<b>Staff Nurses Unit (L8)</b>			<b>Hourly Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		62.95	64.52	66.14	67.79	69.48	71.22	73.00	74.83	76.70	78.61
VWWA	Staff Nurse-Per Diem		62.18	63.73	65.33	66.96	68.64	70.35	72.11	73.91	75.76	77.65

<b>Public Health Nurse Unit (LT)</b>			<b>Hourly Range for Illustrative Purposes Based Upon Average Month</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	54.41	55.77	57.17	58.60	60.06	61.56	63.10	64.68	66.30	67.95
VVX1	Public Hlth Nurse-Project		54.41	55.77	57.17	58.60	60.06	61.56	63.10	64.68	66.30	67.95

**California Nurses Association  
Class and Salary Listing  
Effective May 1, 2019**

**ATTACHMENT C-1**

<b>Registered Nurses Unit (L3)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	9,546.93	9,785.61	10,030.25	10,281.00	10,538.03	10,801.48	11,071.51	11,348.30	11,632.01	11,922.81
VWTF	Charge Nurse		10,944.40	11,218.01	11,498.46	11,785.92	12,080.57	12,382.59	12,692.15	13,009.45	13,334.69	13,668.06
VWTA	Clinical Nurse Specialist		10,836.57	11,107.49	11,385.17	11,669.80	11,961.55	12,260.59	12,567.10	12,881.28	13,203.31	13,533.39
VWSB	Family Nurse Practitioner	F	10,836.57	11,107.49	11,385.17	11,669.80	11,961.55	12,260.59	12,567.10	12,881.28	13,203.31	13,533.39
VWSM	Health Svcs Educ And Trng Spec		10,836.57	11,107.49	11,385.17	11,669.80	11,961.55	12,260.59	12,567.10	12,881.28	13,203.31	13,533.39
VW7A	Nurse Practitioner Trainee	F	10,122.70									
VWXG	Registered Nurse	F, D	9,431.37	9,667.16	9,908.83	10,156.56	10,410.47	10,670.73	10,937.50	11,210.94	11,491.21	11,778.49
VWX5	Registered Nurse - Project	F, D	9,431.37	9,667.16	9,908.83	10,156.56	10,410.47	10,670.73	10,937.50	11,210.94	11,491.21	11,778.49
VWXC	Registered Nurse-Beg Level	F, D	8,539.32									
VWX2	Registered Nurse-Prj Beg Level	F, D	8,539.32									

<b>Staff Nurses Unit (L8)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		11,456.72	11,743.14	12,036.72	12,337.64	12,646.08	12,962.23	13,286.29	13,618.44	13,958.91	14,307.88
VWVA	Staff Nurse-Per Diem		11,316.84	11,599.76	11,889.75	12,186.99	12,491.67	12,803.96	13,124.06	13,452.16	13,788.46	14,133.18

<b>Public Health Nurse Unit (LT)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	9,903.09	10,150.67	10,404.44	10,664.55	10,931.16	11,204.44	11,484.55	11,771.66	12,065.96	12,367.61
VVX1	Public Hlth Nurse-Project		9,903.09	10,150.67	10,404.44	10,664.55	10,931.16	11,204.44	11,484.55	11,771.66	12,065.96	12,367.61

**California Nurses Association  
Class and Salary Listing  
Effective May 1, 2019**

**ATTACHMENT C-2**

<b>Registered Nurses Unit (L3)</b>			<b>Hourly Range for Illustrative Purposes Based Upon Average Month</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	55.08	56.46	57.87	59.31	60.80	62.32	63.87	65.47	67.11	68.79
VWTF	Charge Nurse		63.14	64.72	66.34	68.00	69.70	71.44	73.22	75.05	76.93	78.85
VWTA	Clinical Nurse Specialist		62.52	64.08	65.68	67.33	69.01	70.73	72.50	74.32	76.17	78.08
VWSB	Family Nurse Practitioner	F	62.52	64.08	65.68	67.33	69.01	70.73	72.50	74.32	76.17	78.08
VWSM	Health Svcs Educ And Trng Spec		62.52	64.08	65.68	67.33	69.01	70.73	72.50	74.32	76.17	78.08
VW7A	Nurse Practitioner Trainee	F	58.40									
VWXG	Registered Nurse	F, D	54.41	55.77	57.17	58.60	60.06	61.56	63.10	64.68	66.30	67.95
VWX5	Registered Nurse - Project	F, D	54.41	55.77	57.17	58.60	60.06	61.56	63.10	64.68	66.30	67.95
VWXC	Registered Nurse-Beg Level	F, D	49.27									
VWX2	Registered Nurse-Prj Beg Level	F, D	49.27									

<b>Staff Nurses Unit (L8)</b>			<b>Hourly Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		66.10	67.75	69.44	71.18	72.96	74.78	76.65	78.57	80.53	82.55
VVWA	Staff Nurse-Per Diem		65.29	66.92	68.59	70.31	72.07	73.87	75.72	77.61	79.55	81.54

<b>Public Health Nurse Unit (LT)</b>			<b>Hourly Range for Illustrative Purposes Based Upon Average Month</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	57.13	58.56	60.03	61.53	63.06	64.64	66.26	67.91	69.61	71.35
VVX1	Public Hlth Nurse-Project		57.13	58.56	60.03	61.53	63.06	64.64	66.26	67.91	69.61	71.35

**California Nurses Association  
Class and Salary Listing  
Effective January 1, 2020**

**ATTACHMENT D-1**

<b>Registered Nurses Unit (L3)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	10,024.28	10,274.89	10,531.76	10,795.05	11,064.93	11,341.55	11,625.09	11,915.72	12,213.61	12,518.95
VWTF	Charge Nurse		11,491.62	11,778.91	12,073.38	12,375.22	12,684.60	13,001.71	13,326.76	13,659.93	14,001.42	14,351.46
VWTA	Clinical Nurse Specialist		11,378.40	11,662.86	11,954.43	12,253.29	12,559.63	12,873.62	13,195.46	13,525.34	13,863.48	14,210.06
VWSB	Family Nurse Practitioner	F	11,378.40	11,662.86	11,954.43	12,253.29	12,559.63	12,873.62	13,195.46	13,525.34	13,863.48	14,210.06
VWSM	Health Svcs Educ And Trng Spec		11,378.40	11,662.86	11,954.43	12,253.29	12,559.63	12,873.62	13,195.46	13,525.34	13,863.48	14,210.06
VW7A	Nurse Practitioner Trainee	F	10,628.84									
VWXG	Registered Nurse	F, D	9,902.94	10,150.51	10,404.28	10,664.38	10,930.99	11,204.27	11,484.37	11,771.48	12,065.77	12,367.42
VWX5	Registered Nurse - Project	F, D	9,902.94	10,150.51	10,404.28	10,664.38	10,930.99	11,204.27	11,484.37	11,771.48	12,065.77	12,367.42
VWXC	Registered Nurse-Beg Level	F, D	8,966.29									
VWX2	Registered Nurse-Prj Beg Level	F, D	8,966.29									

<b>Staff Nurses Unit (L8)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		12,029.56	12,330.30	12,638.56	12,954.52	13,278.38	13,610.34	13,950.60	14,299.37	14,656.85	15,023.27
VWVA	Staff Nurse-Per Diem		11,882.68	12,179.74	12,484.24	12,796.34	13,116.25	13,444.16	13,780.26	14,124.77	14,477.89	14,839.83

<b>Public Health Nurse Unit (LT)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	10,398.25	10,658.20	10,924.66	11,197.77	11,477.72	11,764.66	12,058.78	12,360.25	12,669.25	12,985.99
VVX1	Public Hlth Nurse-Project		10,398.25	10,658.20	10,924.66	11,197.77	11,477.72	11,764.66	12,058.78	12,360.25	12,669.25	12,985.99

**California Nurses Association  
Class and Salary Listing  
Effective January 1, 2020**

**ATTACHMENT D-2**

<b>Registered Nurses Unit (L3)</b>			<b>Hourly Range for Illustrative Purposes Based Upon Average Month</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	57.83	59.28	60.76	62.28	63.84	65.43	67.07	68.74	70.46	72.22
VWTF	Charge Nurse		66.30	67.96	69.65	71.40	73.18	75.01	76.89	78.81	80.78	82.80
VWTA	Clinical Nurse Specialist		65.64	67.29	68.97	70.69	72.46	74.27	76.13	78.03	79.98	81.98
VWSB	Family Nurse Practitioner	F	65.64	67.29	68.97	70.69	72.46	74.27	76.13	78.03	79.98	81.98
VWSM	Health Svcs Educ And Trng Spec		65.64	67.29	68.97	70.69	72.46	74.27	76.13	78.03	79.98	81.98
VW7A	Nurse Practitioner Trainee	F	61.32									
VWXG	Registered Nurse	F, D	57.13	58.56	60.02	61.53	63.06	64.64	66.26	67.91	69.61	71.35
VWX5	Registered Nurse - Project	F, D	57.13	58.56	60.02	61.53	63.06	64.64	66.26	67.91	69.61	71.35
VWXC	Registered Nurse-Beg Level	F, D	51.73									
VWX2	Registered Nurse-Prj Beg Level	F, D	51.73									

<b>Staff Nurses Unit (L8)</b>			<b>Hourly Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		69.40	71.14	72.91	74.74	76.61	78.52	80.48	82.50	84.56	86.67
VWWA	Staff Nurse-Per Diem		68.55	70.27	72.02	73.83	75.67	77.56	79.50	81.49	83.53	85.61

<b>Public Health Nurse Unit (LT)</b>			<b>Hourly Range for Illustrative Purposes Based Upon Average Month</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	59.99	61.49	63.03	64.60	66.22	67.87	69.57	71.31	73.09	74.92
VVX1	Public Hlth Nurse-Project		59.99	61.49	63.03	64.60	66.22	67.87	69.57	71.31	73.09	74.92

**California Nurses Association  
Class and Salary Listing  
Effective January 1, 2021**

**ATTACHMENT E-1**

<b>Registered Nurses Unit (L3)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	10,525.49	10,788.63	11,058.35	11,334.80	11,618.17	11,908.63	12,206.34	12,511.50	12,824.29	13,144.90
VWTF	Charge Nurse		12,066.20	12,367.86	12,677.05	12,993.98	13,318.83	13,651.80	13,993.10	14,342.92	14,701.50	15,069.03
VWTA	Clinical Nurse Specialist		11,947.32	12,246.00	12,552.15	12,865.96	13,187.61	13,517.30	13,855.23	14,201.61	14,556.65	14,920.57
VWSB	Family Nurse Practitioner	F	11,947.32	12,246.00	12,552.15	12,865.96	13,187.61	13,517.30	13,855.23	14,201.61	14,556.65	14,920.57
VWSM	Health Svcs Educ And Trng Spec		11,947.32	12,246.00	12,552.15	12,865.96	13,187.61	13,517.30	13,855.23	14,201.61	14,556.65	14,920.57
VW7A	Nurse Practitioner Trainee	F	11,160.28									
VWXG	Registered Nurse	F, D	10,398.09	10,658.04	10,924.49	11,197.60	11,477.54	11,764.48	12,058.59	12,360.06	12,669.06	12,985.79
VWX5	Registered Nurse - Project	F, D	10,398.09	10,658.04	10,924.49	11,197.60	11,477.54	11,764.48	12,058.59	12,360.06	12,669.06	12,985.79
VWXC	Registered Nurse-Beg Level	F, D	9,414.61									
VWX2	Registered Nurse-Prj Beg Level	F, D	9,414.61									

<b>Staff Nurses Unit (L8)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		12,631.04	12,946.81	13,270.48	13,602.25	13,942.30	14,290.86	14,648.13	15,014.34	15,389.69	15,774.44
VWWA	Staff Nurse-Per Diem		12,476.81	12,788.73	13,108.45	13,436.16	13,772.06	14,116.37	14,469.28	14,831.01	15,201.78	15,581.83

<b>Public Health Nurse Unit (LT)</b>			<b>Salary Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	10,918.16	11,191.11	11,470.89	11,757.66	12,051.60	12,352.90	12,661.72	12,978.26	13,302.72	13,635.28
VVX1	Public Hlth Nurse-Project		10,918.16	11,191.11	11,470.89	11,757.66	12,051.60	12,352.90	12,661.72	12,978.26	13,302.72	13,635.28



**California Nurses Association  
Class and Salary Listing  
Effective January 2021**

**ATTACHMENT E-2**

<b>Registered Nurses Unit (L3)</b>			<b>Hourly Range for Illustrative Purposes Based Upon Average Month</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWSN	Advice Nurse	F	60.72	62.24	63.80	65.39	67.03	68.70	70.42	72.18	73.99	75.84
VWTF	Charge Nurse		69.61	71.35	73.14	74.97	76.84	78.76	80.73	82.75	84.82	86.94
VWTA	Clinical Nurse Specialist		68.93	70.65	72.42	74.23	76.08	77.98	79.93	81.93	83.98	86.08
VWSB	Family Nurse Practitioner	F	68.93	70.65	72.42	74.23	76.08	77.98	79.93	81.93	83.98	86.08
VWSM	Health Svcs Educ And Trng Spec		68.93	70.65	72.42	74.23	76.08	77.98	79.93	81.93	83.98	86.08
VW7A	Nurse Practitioner Trainee	F	64.39									
VWXG	Registered Nurse	F, D	59.99	61.49	63.03	64.60	66.22	67.87	69.57	71.31	73.09	74.92
VWX5	Registered Nurse - Project	F, D	59.99	61.49	63.03	64.60	66.22	67.87	69.57	71.31	73.09	74.92
VWXC	Registered Nurse-Beg Level	F, D	54.32									
VWX2	Registered Nurse-Prj Beg Level	F, D	54.32									

<b>Staff Nurses Unit (L8)</b>			<b>Hourly Range by Step (Rounded)</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VWXF	Staff Advice Nurse-Per Diem		72.87	74.69	76.56	78.47	80.44	82.45	84.51	86.62	88.79	91.01
VWWA	Staff Nurse-Per Diem		71.98	73.78	75.63	77.52	79.45	81.44	83.48	85.56	87.70	89.90

<b>Public Health Nurse Unit (LT)</b>			<b>Hourly Range for Illustrative Purposes Based Upon Average Month</b>									
Job Code	Classification	Flex Staff (F) / Deep Class (D)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VVXA	Public Hlth Nurse	D	62.99	64.56	66.18	67.83	69.53	71.27	73.05	74.87	76.75	78.67
VVX1	Public Hlth Nurse-Project		62.99	64.56	66.18	67.83	69.53	71.27	73.05	74.87	76.75	78.67

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**MEDICAL/DENTAL PLANS 2018 Plan Year**

**Coverage Offered**

The County offers the following Plans:

Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net and Delta Dental PPO and Delta Care USA Dental HMO.

**Co-Pays and Co-Insurance**

The health plan co-pays and co-insurance are as follows:

CCHP A:	\$0 Office Visit in the RMC Network \$0 Preferred Generic RX \$0 Preferred Brand RX \$0 Non-Preferred Brand RX
CCHP B:	\$0 Office Visit in the RMC Network \$5 Office Visit in the CPN Network \$3 Preferred Generic RX \$3 Preferred Brand RX \$3 Non-Preferred Brand RX
KAISER PERMANENTE PLAN A:	\$10 Office Visit co-pay \$10 Preferred Generic RX \$20 Preferred Brand RX \$20 Non-Preferred Brand RX \$10 Emergency Room
KAISER PERMANENTE PLAN B:	\$500 Deductible Per Person \$1000 Deductible Per Family \$20 Office Visit Co-pay (not subject to deductible) \$20 Urgent Care Co-pay (not subject to deductible) \$10 Lab & X-ray Co-pay (not subject to deductible) \$10 Preferred Generic RX \$30 Preferred Brand RX \$30 Non-Preferred Brand RX 10% Co-Insurance After Deductible for Inpatient Hospital, Outpatient Surgical and Emergency Room \$3000/Person and \$6000/Family Annual Out of Pocket Maximum

HEALTH NET HMO Plan A:	<ul style="list-style-type: none"> <li>\$10 Office Visit</li> <li>\$10 Preferred Generic RX</li> <li>\$20 Preferred Brand RX</li> <li>\$35 Non-Preferred Brand or Generic RX</li> <li>\$25 Emergency Room</li> </ul>
HEALTH NET HMO Plan B:	<ul style="list-style-type: none"> <li>\$20 Office Visit</li> <li>\$50 Urgent Care Visit</li> <li>\$1000 Inpatient Hospital Co-pay</li> <li>\$500 Out-Patient Surgery Co-pay</li> <li>\$100 Emergency Room Co-pay</li> <li>\$10 Preferred Generic RX Co-pay</li> <li>\$20 Non-Preferred Brand RX Co-pay</li> <li>\$35 Non-Preferred Brand or Generic RX Co-pay</li> <li>\$2000/Person and \$6000/Family Annual Out of Pocket Maximum</li> </ul>
HEALTH NET PPO Plan A:	<ul style="list-style-type: none"> <li>\$10 Office Visit in network</li> <li>\$5 Preferred Generic RX</li> <li>\$5 Preferred Brand RX</li> <li>\$5 Non-Preferred Brand or Generic RX</li> <li>\$50 Emergency Room Co-Pay + 10% Co-Insurance</li> </ul>
DELTA DENTAL PREMIER PPO	\$1,800 Maximum Annual Benefit Amount
DELTA CARE HMO	No Out of Pocket Charges with Network Dentists and Materials

**ATTACHMENT H**  
**CALIFORNIA NURSES ASSOCIATION (CNA)**  
**Section 48 – Permanent-Intermittent Employee Benefits**

CNA- Attachment H

Special Pays for Permanent-Intermittent Employees

1) Applicable to all Permanent-Intermittent Employees

<b>Type of Pay</b>	<b>MOU Section</b>
Jury Duty-Scheduled Work Day	17.1
Military Leave	16.4
County Overtime	7.1
FLSA Overtime	N/A
Sick Leave Hours Taken	14
Vacation Hours Taken	13
CNA Weekend Shift Bonus	10.2
CNA Weekend Only Shift 1	Attachment M
CNA Weekend Only Shift 2	Attachment M
CNA Nurse Representatives	4
Sabbatical Leave	13.4
Health Services Education Hours	31
Shift Differential Pay @ 12%	10.1
Shift Differential Pay @ 15%	10.1
Code Gray @ 10%	56
Negotiations Time Off	4.2

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

<b>Type of Pay</b>	<b>MOU Section</b>	<b>Applicable Job Classification(s)</b>	<b>Applicable Assigned Org. (Org.#)</b>
FNP Weekend Differential Hospital/Clinics	52.1	VWSB	DPT: 0540
FNP Evening Differential Hospital/Clinics	52.1	VWSB	DPT: 0540
Charge Nurse Relief	5.4	VWXD, VWXE, VWSN, VWXG, VWX5	
Detention Assignment	10.3	VWXC, VWXD, VWX2, VWX3, VWXG, VWX5	5700, 5701, 5702, 5710, 5711
ER Assignment	10.4	VWXC, VWXD, VWXE, VWX2, VWX3, VWT4, VWXG, VWX5	6383
Detention Nurse Advanced Level	Att. C	VWX4, VWXE, VWXG, VWX5	5700, 5701, 5702, 5710, 5711
Double Shift Premium	7.1	VWXC, VWXD, VWX2, VWX3, VWX4, VWXG, VWX5	

# ATTACHMENT I

## STAFF NURSE UNIT/PER DIEM ATTACHMENT

Special Pays, Benefits, and Other Items that are applicable to Staff Nurse Unit/Per Diem employees:

These sections of the MOU are applicable to Per Diem Employees:

- Section 1 Association Recognition
- Section 2 Association Security
- Section 4 Nurse Representatives
- Section 5.1-5.17 Wages
- Section 7.3 Continuous Shifts
- Section 7.4 Per Diem Overtime Pay
- Section 8 Call-Back Time
- Section 9 On-Call Duty
- Section 10.5 Per Diem Differentials (Including Detention Facility Differential, Code Grey)
- Section 12.10 Per Diem Holiday Pay and Holiday Meal
- Section 24 Grievance Procedure
- Section 25 Compensation Complaints
- Section 27 No Strike
- Section 32 Classification
- Section 33 Safety
- Section 34 Mileage
- Section 35 Pay Warrant Errors
- Section 37 Joint Association/Management Meeting
- Section 39 Notice of Hires and Separations
- Section 41 Personnel Files
- Section 49 Staff Nurse Unit/Per Diem Employees
- Section 53 Health Examination
- Section 54 Floating
- Section 58 Adoption
- Section 59.1 Scope of Agreement
- Section 59.2 Separability of Provisions
- Section 62 Conscious Sedation
- Section 65 Duration of Agreement

If a special pay, benefit, or other item that is described in this MOU does not specifically reference per diem employees or the special pay, benefit, or other item is not included in this Attachment, then the special pay, benefit, or other item does not apply to per diem employees.

## ATTACHMENT J

October 1, 2005

Dan Lawson  
Labor Representative  
California Nurses Association  
2000 Franklin Street  
Oakland, CA 94612

RE: ACUITY BASED STAFFING

Dear Mr. Lawson:

This is to confirm agreement reached regarding acuity based staffing.

Contra Costa Regional Medical Center will continue its current practice of staffing based on an acuity system, in conformance with accreditation and licensure requirements of JCAHO and Title XXII.

A staffing manual describing the acuity system will be maintained on each nursing unit and in nursing administration.

A joint committee will be convened for the purpose of establishing an annual review module of the patient classification system. The committee shall be composed of equal numbers of labor and management designated representatives who have been assigned responsibility for acuity and staffing decisions. The Charge Nurse for each unit/shift or designee will serve as the expert resource to other staff on issues relating to the acuity system.

Problems or concerns about the acuity system should be referred to the Professional Performance Committee (PPC), as provided for in Section 35. The Director of Nursing or designee will meet with the PPC upon request at a mutually agreeable time to discuss issues related to patient care and nursing practice.

Hours of the charge nurses that are not available for patient care shall not be counted in the hours per patient shift.

Dan Lawson  
RE: ACUITY BASED STAFFING  
October 1, 2005  
Page 2

If this confirms to your understanding, please indicate your agreement by signing in the space provided below.

Sincerely,

Shelley Pighin  
HSD Personnel Officer

Confirmed

\_\_\_\_\_  
Dan Lawson  
Labor Representative, CNA

3/17/2006



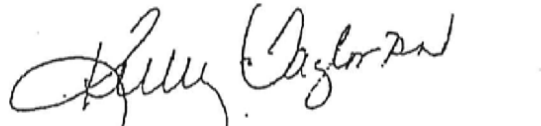

3/17/2006

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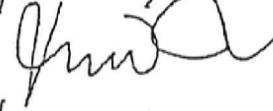


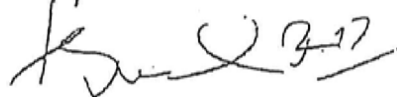
Dave Doyle

\_\_\_\_\_  
Date

Jawal Sher EMP







WILLIAM B. WALKER, M. D.  
HEALTH SERVICES DIRECTOR



PERSONNEL SERVICES

557 Center Avenue, Suite 260  
Martinez, California  
94553-4669  
Ph (925) 313-6600  
Fax (925) 313-6627

September 18, 1999

Francisco Ugarte  
California Nurses Association  
8393 Capwell Drive #200  
Oakland, CA 94621

RE: PERMENANT INTERMITTENT AND PART-TIME REGISTERED NURSES  
AND FAMILY NURSE PRACTITIONERS

Dear Mr. Ugarte

This is to confirm agreement reached regarding increase in hours for Registered Nurses  
and Family Nurse Practitioners.

Permanent intermittent and permanent part-time employees of the Hospital and Clinics  
Division who wish to have the hours of their positions increased up to a maximum of  
full-time must so request in writing during a thirty (30) day period beginning as follows:  
December 1, 1999, April 1, 2000, October 1, 2000, April 1, 2001, October 1, 2001 and  
April 1, 2002.

Hospital and Clinic Administration will evaluate those requests within thirty (30) days of  
the application deadline by considering the actual work hours of the employee over the  
past six months and the anticipated need for their assignment on an increased basis.  
Those which are approved will be submitted for consideration by the County as a P-300  
request within an additional sixty (60) days.

If this conforms to your understanding, please indicate your agreement by signing in the  
space provided below.

Sincerely,

Lee Ann Adams  
Health Services Department Personnel Services Officer

Confirmed

9/19/99

Francisco Ugarte  
Labor Representative, CNA



### PUBLIC HEALTH NURSE EXPANDED ROLES

Positions previously described as “special assignments” that are more than twenty (20) hours per week shall be treated as positions that shall be bid as defined in the MOU and will have a written job assignment. The process of bidding these positions will go into effect when the current nurses in those roles leave their position(s).

The Expanded Role is an additional duty within a specific Public Health Nurse (PHN) pool that is not performed by all PHNs in that pool, and is less than twenty (20) hours per week. The current Expanded Roles at the time of this agreement are:

- Concord Health Center Building 2 – primary care mental health focus (CHC2)
- Lead program
- George Miller Wellness liaison
- Willow Pass Wellness liaison
- Crossroads High School PHN
- Richmond High School PHN

Expanded Roles for PHNs will be filled using the following process:

1. Management (the Public Health Nurse Program Manager for the specific PHN pool) shall email all PHNs within said PHN pool notifying them of the Expanded Roles. Said email shall include a written description of the anticipated Expanded Role tasks and expectations of the role.
2. PHNs shall notify management via email of their interest.
3. The timeline for responding and expressing interest in an Expanded Role shall be five (5) business days from the date of the email.
4. PHNs, who can demonstrate they were not working during the entirety of the notification and application process, shall be able to apply for up to five (5) business days after the application deadline.
5. Management (the PHN Program Manager from the specific PHN Pool) shall interview all volunteers, and may select a candidate.
6. If no PHN volunteers, a PHN who has completed their probationary period may be assigned according to inverse seniority. The County may also choose to not fill the Expanded Role.
7. Management (Public Health Nurse Program Manager) shall not solicit, encourage, or otherwise recruit PHNs to apply. This includes implications of negative impact for not volunteering.

**PUBLIC HEALTH NURSE EXPANDED ROLES**

- a. Public Health Nurses, who feel Management is engaging in these prohibited activities, may report this to the assigned personnel analyst for Public Health Nursing in Health Services Personnel (HSP).
  - b. Health Services Personnel (Personnel) will suspend the process for filling an Expanded Role, if such an allegation is made, and conduct an investigation. Personnel shall notify PHNs and the CNA representative in writing that the process has been suspended. Personnel shall notify PHN's in writing of the outcome of the investigation, and the resumption of the process to fill said Expanded Role.
8. If a PHN wishes to exit from an Expanded Role, the PHN will email the PHN Program Manager supervising that Expanded Role. The parties agree that an exit date shall not exceed sixty (60) calendar days.

All other PHNs, who are currently in Expanded Roles, shall remain performing these duties.

# ATTACHMENT M



## Health Services Department

### Personnel Services OFFICE OF THE DIRECTOR

Administrative Offices  
897 Center Avenue, Suite 200  
Martinez, California 94553-2638  
(910) 313-6600

August 21, 1996

Joe Lindsey, Labor Representative  
California Nurses Association  
393 Capwell Drive #200  
Oakland, CA 94621

#### RE: AGREEMENTS REACHED DURING 1995/96 NEGOTIATIONS

This letter will confirm our agreement reached during 1995/1996 Negotiations regarding CNA Proposal 19 - Patient Care:

#### Part 2: Assignment Despite Objection (TA July 1, 1996)

- A. The PPC committee will be provided a copy of the draft ADO response form in order to submit any suggested additions/changes to the Director of Nursing.
- B. The department will respond to an employee within 14 days of filing an ADO.
- C. A copy of the response shall be provided to the PPC chair.

#### Part 1: Orientation (TA July 30, 1996)

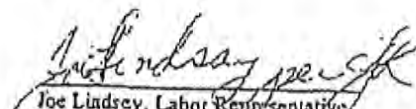
There will be a minimum of two (2) full shifts of orientation with a designated preceptor when a nurse is assigned to a new unit on a permanent basis. A nurse who is being oriented will not be included in core staffing for the unit.

If this conforms to your understanding, please indicate your agreement by signing in the space provided below.

Sincerely,

  
\_\_\_\_\_  
Roger L. Wong,  
Health Services Personnel Officer

Confirmed:

  
\_\_\_\_\_  
Joe Lindsey, Labor Representative  
California Nurses Association

## ATTACHMENT N

November 11, 1999

Mr. Francisco Ugarte, Labor Representative  
California Nurses' Association  
2000 Franklin Street  
Oakland, CA 94621

**RE: LETTER OF UNDERSTANDING - MANDATORY OVERTIME POLICY FOR  
CONTRA COSTA REGIONAL MEDICAL CENTER IN-PATIENT RN'S**

Dear Mr. Ugarte:

This is to confirm that the use of mandatory overtime will be limited to those emergency staffing situations that involve local, state, or federally designated disasters/emergencies or emergency high census and/or high acuity. Emergency high census and/or high acuity means those situations where patients need to be diverted and/or transferred to another facility.

In the event emergency high census and/or high acuity exists necessitating mandatory overtime beyond a continuous twenty-four (24) hour period, CNA will be notified prior to implementation of a second twenty-four (24) hour period.

Before using mandatory overtime, the County will do the following:

- Seek volunteers from among the qualified nurses at the work site.
- Seek volunteers from among the qualified nurses who are not scheduled to work the shift in question.
- Contact nurses on the "Per Diem" list.
- Seek volunteers from among the qualified nurses who are working on other units.
- Contact the Nursing Registry for available, qualified nurses.

When mandatory overtime is implemented, it will be assigned on a rotated basis beginning with the least senior qualified nurse on duty. No nurse who is off duty and who has left the work site shall be required to work mandatory overtime. No nurse will be required to work mandatory overtime on a unit other than his/her normally assigned unit. Mandatory overtime will be limited to four (4) hours in a twenty-four (24) hour period. Nurses who

work mandatory overtime will be paid at the rate set forth in Section 7, Overtime, of the Memorandum of Understanding (MOU); however, the fifty-four dollars (\$54.00) will not be prorated under these circumstances.

The County will document the use of mandatory overtime.

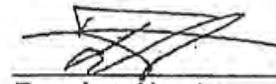
This side letter shall be in effect only for the duration of this MOU.

Sincerely,



Lee Ann Adams  
Health Services Personnel Officer

Confirmed:



Francisco Ugarte  
CNA Labor Representative

Nov 11, 97

**ATTACHMENT N**

**COUNTY PROPOSAL**  
**2005 County -C N A Negotiations**  
**Presented: March 17, 2006**

---

The County agrees to reissue Attachment N Mandatory Overtime with current titles and dates.

Date: 3/17/06

FOR THE COUNTY:

Francis Stewart  
[Signature]  
Justin Hellmuth  
[Signature]  
\_\_\_\_\_

FOR THE C N A:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Revised Side letter on Overtime at the Detention Facility  
2005 County-C N A Negotiations  
February 17, 2006

February 17, 2006

Dan Lawson, Labor Representative  
California Nurses' Association  
200 Franklin Street  
Oakland, CA 94621

RE: LETTER OF UNDERSTANDING -MANDATORY OVERTIME POLICY  
FOR CONTRA COSTA COUNTY DETENTION FACILITIES

Dear Mr. Lawson:

This is to confirm that Contra Costa Health Services agrees that the use of mandatory overtime should be limited. We recognize the impact of the overtime on staff and agree to attempt to reduce the amount of overtime incurred at the Detention facilities. To that end, we will attempt to establish a larger Per Diem pool, and will include Detention in the on-call study for the feasibility of a PM or Day shift call schedule. A Per Diem pool will be established and cleared to work in Detention within the next six to nine months. Detention Facilities Management or designee will be responsible for staffing at the Detention Facilities.

Before mandatory overtime is implemented, the County will do the following:

- Seek volunteers from among the qualified nurses at the work site
- Seek volunteers from among the qualified nurses who are not scheduled to work the shift in question
- Contact nurses on the "Per Diem" list
- Contact the Nursing Registry for available, qualified nurses.

When mandatory overtime is implemented it will be assigned on a rotated basis. No nurse who is off duty and who has left the work site shall be required to work mandatory overtime. No nurse will be required to work mandatory overtime at a Detention facility other than his/her regularly assigned facility. Mandatory overtime will be limited to 8 hours in a 24-hour period. Nurses who work mandatory overtime will be paid at the rate set forth in Section 7, Overtime, of the Memorandum of Understanding (MOU).



**ATTACHMENT O**

Revised Side letter on Overtime at the Detention Facility  
2005 County-C N A Negotiations  
February 17, 2006

Representatives from the Health Services Department and the California Nurses Association agree to schedule meetings within 60 days of the ratification of this MOU to discuss the establishment of 12 hour and 12 hour weekend only positions. Establishment of such positions will be subject to agreement of the parties.

Sincerely,

Confirmed:

\_\_\_\_\_  
Shelley Pighin  
Health Services Personnel Officer

\_\_\_\_\_  
Dan Lawson  
C N A Labor Representative

Date: 3-17-06

FOR THE COUNTY:

[Signature]  
[Signature]  
Synthia Hellmuth  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR C N A:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TIA

1-18-06

COUNTY COUNTER PROPOSAL to C N A NO. 10

2005 County -C N A Negotiations

Presented: January 18, 2006

Attachment, x Side letter re: Weekends Only Schedules

Contra Costa Regional Medical Center agrees to establish weekend only nurse shifts consisting of two (2) twelve-hour shifts at straight time working between 7 a.m. Saturday and 7:30 a.m. Monday. The first shift will begin at 7:00 a.m. and end at 7:30 p.m. The second shift will begin at 7:00 p.m. and end at 7:30 a.m.

- All hours worked during the first shift shall be paid at straight time plus an eight percent (8%) differential, inclusive of shift differential;
- All hours worked during the second shift shall be paid at straight time plus a twenty percent (20%) differential, inclusive of shift differential;
- All benefits will be based on the number of position hours;
- Employees assigned to this schedule are required to work forty-six (46) out of fifty-two (52) weekends;
- Employees who work in excess of twelve (12) hours in a twenty-four (24) hour day or in excess of forty (40) hours in a week shall be paid at a rate of one and one-half of their straight-time hourly pay.

In addition, Representatives from Health Services and the California Nurses Association agree to schedule meetings within sixty (60) days of the ratification of the MOU to discuss establishment of other weekend only arrangements and compensation.

This agreement is subject to review six (6) months prior to expiration of this MOU to determine if it should be continued, modified or eliminated. Notwithstanding this agreement, the employee reserves the right to eliminate one or both twelve-hour shifts based on adverse impact on finances or operations. Employer reserves the right to determine the number and location of weekend shifts, and the necessity of twenty-four (24) hour coverage without staffing overlap.

Date: 1/18/06

FOR THE COUNTY:

Livita Bates  
[Signature]  
Trance Hunt  
Guthrie Hellmuth  
Biana Dogler  
[Signature]

FOR THE C N A:

[Signature]  
Howard Hunt  
Kenny [Signature]  
[Signature]  
[Signature]

CONTRA COSTA REGIONAL MEDICAL CENTER  
CONTRA COSTA HEALTH CENTERS

*OK*  
*R*

FK  
ED  
AD  
Policy #3.08

*Accepted 5/11/12*

**FLOATING**

*Deborah Kal 5/11/12*  
*Dorothy McCallum 5/11/12*

**I. PURPOSE**

Nursing management at Contra Costa Regional Medical Center is committed to providing safe, quality, and cost efficient care to our clients. We are committed to providing our staff with opportunities for growth and job satisfaction. Demonstrated competence within clinical cluster units and the definition of basic nursing care are mechanisms to provide safe, quality, and cost efficient care to our patients.

**II. REFERENCES**

- Nursing Administration Policy, 3.05 Assignment of Nursing Staff to Patient Care
- Nursing Administration Policy, 3.11 Patient Centered Classification System
- Title 16, Business and Professions Code
- Nurse Practice Act, Section 2725 (<http://www.m.ca.gov/pdfs/regulations/npr-b-21.pdf>)
- California Code of Regulations, Section 1443.5

**III. POLICY**

Nursing staff (Registered Nurses, Licensed Vocational Nurses, Licensed Psychiatric Technicians, and Certified Nursing Assistants are required to float in order to provide safe patient care.

**IV. PROCEDURE**

Note: Patient care needs will come first regardless of float order upon the discretion of the Nurse Program Manager and/or the Nursing Shift Coordinator.

1. Registered Nurses, Licensed Vocational Nurses, Licensed Psychiatric Technicians, and Certified Nursing Assistants are required to float. Charge Nurses and/or Relief Charge Nurses are exempt from floating. In an unanticipated emergency situation which threatens safe patient care delivery, the Charge Nurse and/or Relief Charge Nurse may be floated upon the discretion of the Nurse Program Manager (NPM) and/or Nursing Shift Coordinator (NSC).
2. The NPM will provide the Staffing Services with documentation of staff who have received orientation and/or competency training, if required, in a specific unit. This information will be entered into the Staffing and Scheduling System.
3. The NPM and/or NSC, and the Charge Nurse will collaboratively assess the needs of the unit in determination of staff to float. The Charge Nurse will assign the staff for float. The Staffing Services will indicate the following information on the staffing sheet:
  - Unit from which the nurse will float
  - Unit to which the nurse will float to, and
  - Classification of staff member to be floated.

4. Floating will be determined in the following order:
  - a. Volunteers (also outside their clinical clusters)
  - b. Registry/Travelers  
Note: Day registries are booked specifically for a unit & shift thus usually do not float.
  - c. Per Diem
  - d. Beginning Level RN/new grad per diem to remain in hired unit for first 6 months of hire after which they will float on rotational basis. Experienced or Advanced Level RN to remain in hired unit for first 90 days of hire after which they will float on a rotational basis.
  - e. 10 years (and under) seniority, as a permanent employee in the bargaining unit, on a rotating basis
  - f. Over 10 years seniority, but less than 20 years, as a permanent employee in the bargaining unit, on a rotating basis.
  - g. More than 20 years seniority, as a permanent employee in the bargaining unit, on a rotating basis



5. Clinical Clusters:

UNITS	STAFFED TO CORE/RATIO	"FLOAT CLUSTERS"
Float to.....		Hospital
GASTRO INTESTINAL SERVICES (GI)	CORE	PACU SPECIAL PROCEDURE
POST ANESTHESIA CARE UNIT (PACU)	CORE	OR GI SPECIAL PROCEDURE
OPERATING ROOM (OR)	CORE	L&D assist with C-SECTIONS
EMERGENCY DEPT. (ED)	CORE	CCU
3E – Intermediate Care Unit (IMCU)	RATIO 1:3	CCU PACU ED GI 4A BASIC ASSIGNMENT
3D – Critical Care Unit (CCU)	RATIO 1:2	IMCU PACU ED GI 4A BASIC ASSIGNMENT
PSYCHIATRIC EMERGENCY SERVICE (PES)	CORE	4C – IN PATIENT PSYCHIATRIC UNIT
4A – TELEMETRY	RATIO 1:4	4B 5D IMCU PRE-OP
4B – MEDICAL	RATIO 1:5	5D 5C 4A IMCU
4C – IN PATIENT PSYCHIATRIC UNIT	RATIO 1:6	PES
LABOR & DELIVERY (L&D)	CORE	NURSERY 5C
NURSERY	RATIO	5C L&D
5C – POSPARTUM	RATIO 1:4 MB	L&D NURSERY
5D – 5DP SURGICAL	RATIO 1:5	4B 5C PACU 4A IMCU
DETENTION JUVENILE SVCS		JUVENILE HALL ORIN ALLEN YOUTH REHAB FACILITY
DETENTION ADULT SVCS		Mtz Det. Fac. W.County Det. Fac. Marsh Creek Det. Fac.
OTHER STAFF		
PER-DIEM/PART TIME TEMPS RN'S	N/A	PER UNITS FLOAT CLUSTER RN IS ASSIGNED TO AND/OR VOLUNTARY BASIS AFTER COMPETENCY/ORIENTATION MET
REGISTRY/AGENCY/ TRAVELER RN'S	N/A	PER UNITS FLOAT CLUSTER RN IS ASSIGNED TO AND/OR VOLUNTARY BASIS AFTER COMPETENCY/ORIENTATION MET

Nursing staff may float out of their unit (except into 4C & PES) for the 1:1/2:1 close observation assignment.

- **Sister Units** are defined as units in which staff are oriented on hire and are indicated in the shaded areas above. Staff floating to a sister unit will be given an assignment, with consideration of the skill set needed for safe patient care.
- **Cluster Unit** indicate where staff are oriented and will be given a team (or shared) assignment in collaboration with a regular nurse from that unit. To give full assignment, the staff must have completed competency training.
- **Basic Assignments** are given in the event when the staff has not been oriented to that specific unit. Their assignments will be given in collaboration with a regular nurse from that unit. (See unit specific basic assignment – Attachment A)

The Charge Nurse and/or Relief Charge Nurse is responsible for assigning a regular nurse from that unit as a resource to the staff floating in order to assist, support safe patient care.

The Charge nurse may request the information of competency and or orientation of the float staff member from the NPM and or the NSC.

6. Hospital nursing staff will not be cancelled if needed in another area in which there are basic nursing care assignments to be carried out.
7. A staff member floated for a 1:1 or 2:1 close observation assignment will receive orientation checklist. (See attachment B)
8. Staff with orientation who have not floated within six months and staff with competency training who have not floated within one year will complete same shift unit specific orientation. The checklist will be given to the NPM and/or NSC. (See attachment C – Unit Specific Checklist)
9. Float orientation checklist must be completed and given to the NPM of the unit and/or the NSC for that shift. (See attachment D)
10. Float competency checklist must be completed and given to the NPM of the unit and/or the NSC for that shift. (See attachment E)

#### **V. AUTHORITY/RESPONSIBILITY**

Nursing Program Managers, Nursing Shift Coordinators, Directors of Nursing Operations, Chief Nursing Officer

#### **VI. FORMS USED**

Unit Specific Orientation Checklist  
Close Observation Orientation Checklist  
Float Log  
Unit Specific Orientation Checklist

#### **VII. RESPONSIBLE STAFF PERSON**

NPM, NSC

Professional Practice Committee Review:  
6/08

REVISED: 4/92; 4/95; 1/98; 2/01; 5/01; 7/03; 2/04; 4/04; 2/05; 1/06; 6/06; 6/08; 4/10; 5/9/12



SIDE LETTER

Operating Room (OR) and  
Post Anesthesia Care Unit (PACU)  
On-Call Agreement

5/11/12

This side letter is by and between California Nurses Association (“CNA”) and the County of Contra Costa (“County”) and will be effective only after it is approved by the Board of Supervisors.

1. County will offer on-call assignments in the Operating Room (“OR”) Unit and in Post Anesthesia Care Unit (PACU) to all permanent CNA nurses in these units based on unit seniority.
2. Starting with the nurse with the most unit seniority, each nurse will select his/her preferred two (2) shifts on the first rotation, two (2) shifts on the second rotation, one (1) shift on the third rotation, and one (1) shift on each rotation thereafter, until all shifts are covered.
3. During each rotation, each nurse may select only one weekend shift at a time.
4. If all shifts are not filled, and an involuntary assignment is necessary, the involuntary assignments will be made from the unit on a reverse seniority basis.
5. Unless authorized by the Nurse Program Manager (“NPM”), no nurse may be scheduled to work two consecutive on-call shifts (e.g., no 16 hours of on-call shifts during weekends and/or holidays).
6. When a nurse needs to cancel a previously scheduled on-call shift, the nurse must contact the NPM at least 72 hours in advance. The NPM will make every effort attempt to find the nurse another on-call shift to replace for the cancelled on-call shift, but a replacement on-call shift is not guaranteed. When the new scheduling system is automated, the replacement shift will be scheduled by seniority.
7. For unplanned absences between 5:00 p.m. and 8:00 a.m. Monday through Friday and anytime on weekends and holidays, the nurse must call the Staffing Services Office at least two hours prior to the start of the on-call shift. It is the Nursing Shift Coordinator’s (“NSC”) responsibility to find coverage for the on-call shift.

8. The nurse is only responsible for his/her on-call assignment. The NPM and the NSC are responsible for finding replacements for the uncovered shifts.

9. The staff will sign up for their rotation shifts by the due date assigned.

Date: 5/11/12

Contra Costa County:

California Nurses Association (CNA):

(Signature / Printed Name)

(Signature / Printed Name)

Diana Douglas / Diana Douglas     [Signature] / [Signature]

[Signature] / Ted Curick     Kathleen Avila / Kathleen Avila

Deborah Kal / Deborah Kal     Anthony Pizzo / Anthony Pizzo

K Powell / Kevin Powell     E Hoffe / ERIKA HOFFE

Jaspreet Benaal / JASPREET BENAAL     Jerry Fillingim / Jerry Fillingim

Dorette McCallum / Dorette McCallum     F Khan / Farina Khan

/

/

/

/

/

/



Contra  
Costa  
County



**ATTACHMENT S**  
**Human Resources  
Department**

Administration Building  
651 Pine Street, Third Floor  
Martinez, CA 94553-1292  
(925) 335-1770

**Ted J. Cwiek**  
Assistant County Administrator  
Director of Human Resources

May 11, 2012

Jerry Fillingim  
CNA Labor Representative  
2000 Franklin Street  
Oakland, CA 94612

RE: Automated Time Keeping – Payroll Increments of Reporting Time

Dear Jerry:

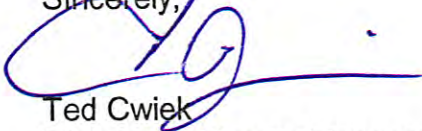
The parties commenced bargaining on or about March 9, 2012. On March 29, 2012, Contra Costa County (County) and the California Nurses Association (CNA) signed a tentative agreement stating that the Association will meet and confer with the County regarding implementation of an Automated Timekeeping System for all County employees. Over at least twelve meetings, the parties have engaged in numerous discussions about issues related to the implementation of an Automated Timekeeping System, including some issues that may require changes and/or additions to the Reporting of Time.

Both the County and CNA have acknowledged that there are payroll code practices that have not been consistent with the language of the MOU. This letter is to memorialize the discussions about this issue and the mutual acknowledgement of the County and CNA that the County plans to comply with the current MOU language and record overtime that is worked in six (6) minute increments beginning on June 1, 2012. CNA has asked for clarification of what this would mean with regard to various time sequences. In response, please see the enclosed document for that clarifying information.

*[Handwritten signatures and notes]*  
Tentative Agreement  
5/11/12  
OK  
KA  
E J A

If you have any questions, you may contact me at (925) 335-1770.

Sincerely,



Ted Cwiek  
Director of Human Resources

Attachment

cc: Robert Campbell, Auditor-Controller  
Elizabeth Verigin, Auditor-Controller  
Dorette McCollum, Heath Services  
Deborah Kal, Human Resources



Contra  
Costa  
County



#7

10:59 am

**ATTACHMENT T**  
**Human Resources  
Department**

Administration Building  
651 Pine Street, Third Floor  
Martinez, CA 94553-1292  
(925) 335-1770

**Ted J. Cwiek**  
Assistant County Administrator  
Director of Human Resources

May 11, 2012

Jerry Fillingim  
CNA Labor Representative  
2000 Franklin Street  
Oakland, CA 94612

RE: Automated Time Keeping – Payroll Codes and Practices

Dear Jerry:

The parties commenced bargaining for a successor MOU on or about March 9, 2012. The parties have met and conferred over wages, hours, and other terms and conditions of employment in at least twelve meetings and have engaged in numerous discussions about several issues related to the implementation of an Automated Timekeeping System. Two issues related to the Automated Timekeeping System that have been discussed are the issues of On Call/Call Back pay and Overtime pay.

As you know, Section 8.1 of the MOU states, in part, that call-back pay applies to an "employee who is *called back* to duty". However, it was recently discovered that there have been instances where employees who had not yet left the facility but were held over to work overtime had their overtime coded as "Call Back Pay". This is to confirm that the parties have acknowledged that this coding is not a proper application of Section 8.1 and that beginning on June 1, 2012, such overtime will be coded as "overtime" and not as "Call Back Pay."

In addition, Section 7 of the MOU states that "Overtime is any authorized work performed in excess of forty (40) hours per week or eight (8) hours per day." In the process of collecting information for the implementation of the Automated Timekeeping System, it was discovered that some employees had received overtime pay when they had not actually "performed" work for eight (8) hours in a given day or forty (40) hours in a work week, because leave accruals used by those employees had been counted towards the 8 hour day and/or the 40 hour work week prerequisites. This is to confirm that the parties have acknowledged that Section 7 of the MOU specifies that overtime is based on hours worked and that beginning on June 1, 2012, only time actually worked,



not including leave accruals, will be counted to determine employee eligibility for overtime pay.

If you have any questions, you may contact me at (925) 335-1770.

Sincerely,



Ted Cwiek  
Director of Human Resources

cc: Robert Campbell, Auditor-Controller  
Elizabeth Verigin, Auditor-Controller  
Dorette McCollum, Heath Services  
Deborah Kal, Human Resources

#3

County Handout  
4:47 pm

**ATTACHMENT U**

WILLIAM B. WALKER, M.D.  
HEALTH SERVICES DIRECTOR  
ANNA M. ROTH  
CHIEF EXECUTIVE OFFICER  
CONTRA COSTA REGIONAL MEDICAL CENTER



CONTRA COSTA REGIONAL  
MEDICAL CENTER  
2500 Alhambra Avenue  
Martinez, California 94553-3191  
Ph (925) 370-5000

May 2, 2012

Jerry Fillingim, Business Representative  
California Nurses Association  
20000 Franklin Street, Suite 300  
Oakland, CA 94612

Dear Mr. Fillingim:

This letter confirms certain understandings reached during negotiations between Contra Costa County (County) and the California Nurses Association (CNA) relating to various operational issues.

**Infectious Disease Control and Pandemic Plan**

Upon request of the Professional Performance Committee (PPC), the Chief Nursing Officer along with appropriate staff will attend a meeting with the PPC to discuss the Contra Costa Health Services plan for Communicable Illness and Disease Training. After such meeting, the Chief Nursing Officer, at the request of CNA, will meet with CNA to discuss recommendations from CNA for improvements to the plan.

**Safety Training for Clinic Staff**

Upon request of the CNA, or nursing staff, the Safety Officer or designee for the Contra Costa Regional Medical Center will meet with nursing staff to review safety concerns for individual work sites. Nursing Staff will be notified of available training for development of skills in de-escalation of potentially hostile or difficult interaction with patients or the public.

**Parking for On-Call Nurses**

Employees represented by CNA who serve in On-Call capacity and who return to work after the main reception is closed, will receive a notice instructing them where these employees may find available parking spaces closer to the building.

Sincerely,

Jaspreet Benepal  
Chief Nursing Officer

Cc: Ted Cwiek, Assistant County Administrator/  
Director of Human Resources



William B. Walker, M.D.  
Health Services Director  
Dorette McCollum  
Personnel Officer



**ATTACHMENT V**  
**PERSONNEL**  
**SERVICES**

1320 Arnold Drive Ste. 261  
Martinez, California  
94553-4359  
Ph (925) 957-5240  
Fax (925) 957-5260

*JG*  
*JS*  
*md*  
*RP*

May 8, 2013

Jerry Fillingim  
Labor Representative  
California Nurses Association  
2000 Franklin Street  
Oakland, CA 94612

Subject: Per Diem Nurses Call-Off Notice

Dear Mr. Fillingim:

Per diem nurses shall receive call-off notice as soon as possible after it is known that their services are not needed, with a good faith effort to call-off prior to one hour.

When per diem nurses confirm that they are needed and arrive, good faith effort will be made to have them work in another area of need commiserate with their skills and competencies.

Sincerely,

Jaspreet Bencal, RN  
Chief Nursing Officer

cc:

*TA 5/10/13*

# **CALIFORNIA NURSES ASSOCIATION**

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Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 6, 2018

Subject: Other Post Employment Benefits (OPEB) - Actuarial Valuation as of January 1, 2018 and GASB 74 75 Disclosures as of June 30, 2018

**RECOMMENDATION(S):**

ACCEPT the 2018 Other Post Employment Benefits Valuation Report as of January 1, 2018 and GASB 74/75 disclosures as of June 30, 2018.

**FISCAL IMPACT:**

The attached 2018 Other Post Employment Benefit (OPEB) Valuation Report is required per Governmental Accounting Standards Board (GASB) Statements 74 and 75 to be completed, by a County the size of Contra Costa, every two years. The report presents a calculation of liability and has no specific fiscal impact on its own. The County's actions to reduce the liability have had a significant positive impact on the County's overall fiscal stability and ability to deliver services. As of June 30, 2018, the County's fiduciary net position as a percentage of total other post employment benefit liability was 28.9%. The total liability for benefits was \$932.2 million, and the actuarial value of assets was \$269.7 million, resulting in a net OPEB liability of \$662.5 million.

**BACKGROUND:**

In 2004, due to growing concern over the potential magnitude of government employer obligations for post-employment benefits, the Governmental Accounting Standards Board enacted Statement 45 (GASB 45). The main reason for the Statement was to establish uniform accrual accounting and reporting of these

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/06/2018**  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: November 6, 2018

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

Contact: Lisa Driscoll, County  
Finance Director

By: June McHuen, Deputy

## BACKGROUND: (CONT'D)

>  
governmental liabilities much like under the Financial Accounting Standards Board (FASB) rules that already applied to the private sector for OPEBs (and GASB 25 and 27 statements that already applied to governmental pension liabilities). Accrual accounting was needed to report the cost of providing government services over the working lifetime of employees providing the services rather than just the "pay-as-you-go" (paygo) cost that was not realized until after those employees retired.

Pursuant to GASB 45 requirements, Contra Costa County ordered its initial actuarial report in 2006. The 2006 report valued the County's unfunded liability for retiree medical costs at \$2.6 billion based upon a cash discount rate. This outstanding liability, if fully amortized over the following 30 years, would have necessitated an Annual Required Contribution (ARC) of \$216 million. At that point in time, \$216 million would have been six times the amount that the County was paying toward retiree health care costs on a paygo basis.

In June, 2007, the County established a funding target of 100% of the potential liability for the retiree population. At that time, retirees accounted for approximately 40% of the liability population. That figure is now 43% and expected to continue to grow. Partial pre-funding began in 2008 with an annual County allocation of \$20 million. Although the County has made great strides towards reducing and funding the liability, the liability is still far from funded at 28.9%. Pursuant to County Ordinance No. 2014-04, the annual resources of \$20 million will be increased by \$47 million to \$67 million in FY 2022/23 when the County retires its current Pension Obligation Bond.

As is described in the previous reports and in the table below, the County has taken significant actions to address and to reduce its OPEB liability since the initial report of 2006. Interim valuation results have been presented to the Board of Supervisors, pursuant to California Government Code 7507, since the 2008 report. For comparison purposes, the table below compares bi-annual GASB 45 valuation results at fiscal year-end (FYE).

	FYE 2006	FYE 2008	FYE 2010	FYE 2012	FYE 2014	FYE 2016
Total Accrued Actuarial Liability	2,571,650,000	2,367,023,000	1,046,113,000	1,033,801,000	923,848,000	939,053,000
Assets	0	0	25,048,000	65,491,000	129,426,000	174,724,000
Unfunded Accrued Actuarial Liability (UAAL)	2,571,650,000	2,367,023,000	1,021,065,000	968,310,000	794,422,000	764,329,000
Normal Cost	130,604,000	116,079,000	29,754,000	27,493,000	28,666,000	29,032,000
Amortization of UAAL	85,721,000	139,058,000	74,000,000	72,242,000	59,872,000	60,138,000
Annual Required Contribution (ARC)	216,325,000	255,137,000	103,754,000	99,735,000	88,538,000	89,170,000
Actives	8,428	8,563	8,013	7,720	8,089	8,645
Retirees and Survivors	4,856	5,813	5,251	5,941	6,206	6,396
Total Counts	13,284	14,376	13,264	13,661	14,295	15,041
Discount Rate	4.5%	4.5%	6.32%	6.32%	5.70%	5.70%

In June 2015, the Governmental Accounting Standards Board (GASB) released new accounting standards for public sector postretirement benefit programs and the employers that sponsor them.

GASB Statements 74 and 75 overhaul the standards for accounting and financial reporting for postemployment benefits other than pensions (OPEB). They replace the current statements, GASB 43 and 45 and are intended to improve the decision-usefulness of information in employer and governmental nonemployer contributing entity financial reports and enhance its value for assess accountability and interperiod equity by requiring recognition of the entire OPEB liability in the county's financial statements and a more comprehensive measure of OPEB expense. The new GASB statements require a liability for OPEB obligations, known as the net OPEB liability, to be recognized

on the balance sheet of the plan and the participating employers. In addition, an OPEB expense is recognized in the income statement of the participating employers

As of June 30, 2018, the County's position is as follows:

Total OPEB Liability	\$932,187,000
Fiduciary Net Position	269,670,000
Net OPEB Liability	662,517,000
Active	9,041
Retirees and Survivors	6,735
Total Counts	15,776
Discount Rate	6.15%

### Summary

Over the last ten years, the County has reduced its OPEB liability by 74%. Although the County's annual trust deposit of \$20 million combined with the annual paygo cost shows great progress, it does not meet the GASB definition of paying the total Annual Required Contribution for pre-funding (\$89.2 million). Additionally, a 28.9% funded level is still far from the targeted level of 43%. The Board of Supervisors, through the County Administrator's Office will continue to work towards a financial balance between the provision of necessary services to the public and provision of competitive health care benefits for employees and retirees. These efforts will not only help to ensure the County's overall fiscal stability and ability to deliver services, but will also increase the likelihood that health care benefits will be available to our employees and retirees in the future.

None of these reductions could have been achieved without the support and cooperation of our employees. Continued negotiations toward Countywide health care cost containment strategies and the redirection of designated future resources remain key to reducing the OPEB liability. The Board of Supervisors continues to make significant progress toward a solution for one of the biggest fiscal challenges the County has faced to date.

The results contained in this report are our best estimate; however, variation from these or any other estimates of future retiree medical costs is possible. Actual future costs may vary from the estimates in this report. Detailed information on the Board's actions, including all of the County's OPEB reports, is available on the County's web-site at [www.cccounty.us/1318/Other-Post-Employment-Benefits](http://www.cccounty.us/1318/Other-Post-Employment-Benefits).

### CONSEQUENCE OF NEGATIVE ACTION:

The County will be out of compliance with Governmental Accounting Standards Board Statements 74 and 75.

### ATTACHMENTS

OPEB Actuarial Valuation Report as of January 1, 2018

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## **Contra Costa County Other Post Employment Benefits Plan**

Actuarial Valuation as of January 1, 2018 and GASB 74 / 75 Disclosures as of  
June 30, 2018

Prepared by:

**John R. Botsford**  
FSA, MAAA

**Milliman, Inc.**  
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October 19, 2018

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October 19, 2018

Contra Costa County  
651 Pine Street  
Martinez, CA 94553

**Contra Costa County Other Post Employment Benefits Plan  
Actuarial Valuation as of January 1, 2018 and GASB 74 / 75 Disclosures as of June 30, 2018**

At the request of the Contra Costa County, we have prepared an actuarial valuation for the County's Other Post Employment Benefits Plan as of January 1, 2018, and GASB 74 / 75 disclosures for the fiscal year ending June 30, 2018, to comply with Statements No. 74 and 75 of the Governmental Accounting Standards Board (GASB).

In preparing this report, we relied, without audit, on information supplied by the Contra Costa County's staff. This information includes but is not limited to employee census data, financial information and plan provisions. While Milliman has not audited the financial and census data, they have been reviewed for reasonableness and are, in our opinion, sufficient and reliable for the purposes of our calculations. If any of this information as summarized in this report is inaccurate or incomplete, the results shown could be materially affected and this report may need to be revised.

All costs, liabilities, rates of interest, and other factors for the County have been determined on the basis of actuarial assumptions and methods which are individually reasonable (taking into account the experience of the County and reasonable expectations); and which, in combination, offer our best estimate of anticipated experience affecting the County. Further, in our opinion, each actuarial assumption used is reasonably related to the experience of the Plan and to reasonable expectations which, in combination, represent our best estimate of anticipated experience for the County.

This valuation report is only an estimate of the Plan's financial condition as of a single date. It can neither predict the Plan's future condition nor guarantee future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of County's contributions. While the valuation is based on an array of individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. No one set of assumptions is uniquely correct. Determining results using alternative assumptions is outside the scope of our engagement.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of future measurements. The County has the final decision regarding the appropriateness of the assumptions and actuarial cost methods.

Actuarial computations presented in this report under GASB Statements No. 74 and 75 are for purposes of assisting the County in fulfilling its financial accounting requirements. The computations prepared for this purpose may differ as disclosed in our report. The calculations in the enclosed report have been made on a basis consistent with our understanding of the County's funding policy and goals. The calculations in this report have been made on a basis consistent with our understanding of the OPEB plan provisions described in Appendix A of this report, and of GASB Statements No. 74 and 75. Determinations for purposes other than meeting these requirements may be significantly different from the results contained in this report. Accordingly, additional determinations may be needed for other purposes.

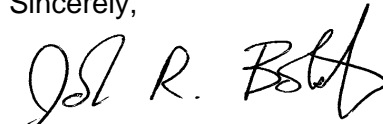
Milliman's work is prepared solely for the internal business use of the Contra Costa County. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit or create a legal duty to any third party recipient of its work product. Milliman's consent to release its work product to any third party may be conditioned on the third party signing a Release, subject to the following exceptions:

- a) Contra Costa County may provide a copy of Milliman's work, in its entirety, to County's professional service advisors who are subject to a duty of confidentiality and who agree to not use Milliman's work for any purpose other than to benefit the Contra Costa County.
- b) Contra Costa County may provide a copy of Milliman's work, in its entirety, to other governmental entities, as required by law.

No third party recipient of Milliman's work product should rely upon Milliman's work product. Such recipients should engage qualified professionals for advice appropriate to their own specific needs. The consultants who worked on this assignment are actuaries. Milliman's advice is not intended to be a substitute for qualified legal or accounting counsel. The signing actuary is independent of the plan sponsor. We are not aware of any relationship that would impair the objectivity of our work.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, the report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the applicable Actuarial Standards of Practice of the American Academy of Actuaries. The undersigned is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Sincerely,



John R. Botsford, FSA, MAAA  
Principal and Consulting Actuary



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## Introduction

Milliman, Inc. (Milliman) has been retained by Contra Costa County (the "County") to provide an actuarial valuation of Other Post Employment Benefit Liabilities as of January 1, 2018, and disclosures required by GASB Statements No. 74 and 75 for the Contra Costa County OPEB Plan for the fiscal year ending June 30, 2018.

GASB 74 applies to financial reporting for public OPEB plans. Even if the plan does not issue standalone financial statements, but rather is considered a trust fund of a government, it is subject to GASB 74.

GASB 75 governs the specifics of accounting for public OPEB plan obligations for employers. GASB 75 requires a liability for OPEB obligations, known as the Net OPEB Liability, to be recognized on the balance sheets of employers. Changes in the Net OPEB Liability will be immediately recognized as OPEB Expense on the income statement or reported as deferred inflows/outflows of resources depending on the nature of the change.

The results contained in this report represent our best estimates based on the assumptions used in the valuation. However, variation from these or any other estimates of future benefits is not only possible but probable. To the extent that actual experience differs from the anticipated experience, actual plan costs will vary as well.

## Background

Currently, employees who retire directly from the County may receive certain retiree health benefits if they meet certain eligibility requirements. The County may contribute an amount toward the cost of retiree health benefits for some retirees consistent with the bargaining agreement between the County and various bargaining units. Appendix A provides a detailed summary of benefits.

## Key Results

The following table summarizes key results. Exhibits 1 – 7 contain the information needed for the preparation of accounting disclosures under GASB 74 and 75.

	June 30, 2018	June 30, 2017
<b>Net OPEB Liability</b>		
Total OPEB Liability	\$ 932,187,000	\$ 928,782,000
Fiduciary Net Position	<u>269,670,000</u>	<u>235,216,000</u>
Net OPEB Liability	\$ 662,517,000	\$ 693,566,000
Fiduciary Net Position as % of Total OPEB Liability	28.9%	25.3%
<b>Annual OPEB Expense</b>	\$ 65,105,000	\$ 68,444,000
<b>Deferred (Inflows)/Outflows of Resources</b>	(23,824,000)	(1,165,000)

## Plan Changes since the Last Fiscal Year Ending June 30, 2017

There were no plan changes since the last fiscal year ending June 30, 2017.

### Assumption Changes since the Last Fiscal Year Ending June 30, 2017

The discount rate, health cost trends, and demographic rates were changed since the last fiscal year ending June 30, 2017. The following table shows a summary of the impacts to the Total OPEB Liability (TOL) of these changes.

Assumption Changes since FYE June 30, 2017	Changes in TOL
Health cost trends updated	\$ (14,619,000)
Demographic rates updated to align with demographic assumptions used in the December 31, 2017 CCCERA Pension Actuarial Valuation Report	23,980,000
Discount rate changed from 6.25% to 6.15%	<u>9,244,000</u>
Total	\$ 18,605,000

### Change in TOL since the Last Fiscal Year Ending June 30, 2017 Due to Plan Experience

The following table shows a summary of the change in TOL due to plan experience that was different than assumed.

Other Changes since FYE June 30, 2017	Changes in TOL
Difference between actual and expected experience - health costs	\$ (26,933,000)
Difference between actual and expected experience - demographic factors	<u>(18,273,000)</u>
Total	\$ (45,206,000)

Exhibit 3 contains a reconciliation of the TOL from June 30, 2017, to June 30, 2018.

### Rationale for Significant Assumptions

With any valuation of future benefits, assumptions of anticipated future events are required. If actual events differ from the assumptions made, the actual cost of the plan will vary as well. A complete list and description of the actuarial assumptions is presented in Appendix B.

**Investment Rate of Return.** We have assumed an investment rate of return of 6.15%, net of investment expenses. This is based on the investment policy set by the County for its OPEB trust where the County invests its assets in the Public Agency Retirement Services (PARS) Trust to fund its OPEB liabilities.

**Discount Rate.** Under GASB 74 & 75, the discount rate should be the single rate that reflects the long-term rate of return on OPEB plan investments that are expected to be used to finance the payment of benefits. To the extent that OPEB plan assets are insufficient to finance all OPEB benefits, the discount rate should be based on 20-year tax-exempt AA or higher Municipal Bonds as of the Measurement Date. The County's OPEB Irrevocable Trust assets are invested in the Public Agency Retirement Services' Highmark Diversified Portfolio. Based on the Trust's asset allocation, we have assumed an expected average annual rate of return of 6.15%. See Appendix B for additional detail.

The County's current funding policy is to fund the pay-as-you-go costs for retirees, plus \$20 million into the OPEB Trust each year until year 2022. Beginning in 2022 the County will continue to fund the pay-as-you-go costs for retirees, plus \$73 million until the OPEB fund's Fiduciary Net Position as a %

of Total OPEB Liability is 60%. Thereafter, the County will contribute an amount each year to maintain the 60% funded status.

GASB 74 and 75 require that a projection regarding future solvency of the OPEB plan be run each year. The projections assume that plan assets earn the assumed rate of return and there are no future changes in the plan provisions or actuarial methods and assumptions. We have run a solvency projection as prescribed in GASB 74 and 75 based on the County's current funding policy, and the Fiduciary Net Position is always projected to be sufficient to cover benefit payments and administrative expenses. Therefore, we have used 6.15% as the discount rate.

Health Cost Trend. We have assumed overall health costs of the medical benefits will increase according to the health cost inflation trend derived by using the "Getzen" model developed by the Society of Actuaries. A margin to reflect the impact of excise tax in future years is reflected in the assumed trend.

Demographic Rates. The assumptions for turnover, retirement, and mortality used in this valuation are the same as the assumptions used in the December 31, 2017, pension actuarial report from the Contra Costa County Employees' Retirement Association (CCCERA).

A complete summary of the actuarial assumptions is presented in Appendix B.

**Exhibit 1. Net OPEB Liabilities**

The Valuation Date is January 1, 2018. This is the date as of which the actuarial valuation is performed. The Measurement Date is June 30, 2018, which is also the GASB 74 and 75 Reporting Date, for the fiscal year ending June 30, 2018. The Total OPEB Liability is projected to June 30, 2018, using standard actuarial techniques as permitted by GASB 74 and 75. The Fiduciary Net Position is the market value of assets as of the fiscal year ending June 30, 2018.

	For the Fiscal Year Ending	
	June 30, 2018	June 30, 2017
Total OPEB Liability	\$ 932,187,000	\$ 928,782,000
Fiduciary Net Position	<u>269,670,000</u>	<u>235,216,000</u>
Net OPEB Liability	\$ 662,517,000	\$ 693,566,000
Fiduciary Net Position as a % of Total OPEB Liability	28.9%	25.3%
Valuation Date	1/1/2018	01/01/2016
Measurement date	6/30/2018	06/30/2017
GASB 74/75 Reporting date	6/30/2018	06/30/2017
Discount Rate	6.15%	6.25%
Money Weighted Rate of Return	5.49%	9.18%

**Exhibit 2. Sensitivity of Net OPEB Liabilities**

GASB 74/75 requires disclosure of the sensitivity of the Net OPEB Liability (NOL) to changes in the discount rate and health care cost trend rates. The liabilities shown below are based on a measurement date of June 30, 2018, and are applicable for the fiscal year ending June 30, 2018.

*Sensitivity of the Net OPEB Liability to changes in the discount rate*

The following table shows what the County’s Net OPEB Liability (NOL) would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current discount rate.

Sensitivity Analysis	1% Decrease in Discount Rate 5.15%	Current Discount Rate 6.15%	1% Increase in Discount Rate 7.15%
Net OPEB Liability as of June 30, 2018	\$ 764,503,000	\$ 662,517,000	\$ 576,743,000

*Sensitivity of the Net OPEB Liability to changes in the Healthcare Cost Trend Rates*

The following table shows what the County’s Net OPEB Liability (NOL) would be if it were calculated using a Healthcare cost trend that is 1 percentage point lower or 1 percentage point higher than the current Healthcare cost trend rates.

Sensitivity Analysis	1% Decrease in Healthcare Costs Trend Rate	Current Healthcare Costs Trend Rate	1% Increase in Healthcare Costs Trend Rate
Net OPEB Liability as of June 30, 2018	\$ 608,327,000	\$ 662,517,000	\$ 728,786,000

**Exhibit 3. Changes in Net OPEB Liability**

The following exhibit shows a reconciliation of the Net OPEB Liability from the measurement date June 30, 2017, to June 30, 2018, to be reported for the fiscal year ending June 30, 2018.

	Total OPEB Liability	Increase / (Decrease) Plan Fiduciary Net Position	Net OPEB Liability
<b>Balance as of June 30, 2017</b>	\$ 928,782,000	\$ 235,216,000	\$ 693,566,000
Service cost	\$ 27,828,000	\$ 0	\$ 27,828,000
Interest on the total OPEB liability	58,068,000	0	58,068,000
Changes of benefit terms	0	0	0
Differences between actual and expected experience with regard to economic or demographic factors	(45,206,000)	0	(45,206,000)
Changes of assumptions	18,605,000	0	18,605,000
Benefit payments <sup>1</sup>	(55,890,000)	(55,890,000)	0
Contributions from employer	0	76,990,000 <sup>2</sup>	(76,990,000)
Net investment income	0	13,354,000	(13,354,000)
Administrative expense	0	0	0
Other changes	0	0	0
<b>Total changes</b>	\$ 3,405,000	\$ 34,454,000	\$ (31,049,000)
<b>Balance as of June 30, 2018</b>	\$ 932,187,000	\$ 269,670,000	\$ 662,517,000

1. The benefit payment shown is equal to the annual pay-as-you-go cost of \$46,677,000 reported by the County for the fiscal year ending June 30, 2018, increased by \$9,213,000 to reflect the estimated implicit subsidy.
2. The County contributed \$21.1 million to the trust fund in FY 2017-18. The amount shown above includes both the contributions made to the trust and the pay-as-you-go benefit payment cost.

**Exhibit 4. Money Weighted Investment Return**

GASB 74 requires the disclosure of the money-weighted rate of return on plan investments. The money-weighted rate of return considers the changing amounts actually invested during a period and weights the amount of OPEB Trust investments by the proportion of time they are available to earn a return during that period. External cash flows are determined on a monthly basis and are assumed to occur at the beginning of each month. The Net External Cash Flows shown below represent employer contribution to the Trust. There were no cash outflows from the Trust during fiscal year. The money-weighted rate of return is calculated net of investment expenses.

	Net External Cash Flows	Periods Invested	Period Weight	Net External Cash Flows with Interest
<b>Beginning Balance – July 1, 2017</b>	\$ 235,216,000	12	1.00	\$ 248,135,000
<b>Monthly Net External Cash Flows:</b>				
July	0	12	1.00	0
August	0	11	0.92	0
September	0	10	0.83	0
October	5,040,000	9	0.75	5,247,000
November	0	8	0.67	0
December	0	7	0.58	0
January	5,000,000	6	0.50	5,135,000
February	0	5	0.42	0
March	0	4	0.33	0
April	5,000,000	3	0.25	5,067,000
May	0	2	0.17	0
June	6,060,000	1	0.08	6,086,000
<b>Ending Value – June 30, 2018</b>	\$ 256,316,000			\$ 269,670,000

Year Ending June 30	Money Weighted Investment Return
2018	5.49%
2017	9.18%



**Exhibit 5. Calculation of OPEB Expense and Deferred Inflows/Outflows**

The following tables shows the development of the OPEB expense and deferred inflows/outflows of resources.

OPEB Expense	For the Fiscal Year Ending	
	June 30, 2018	June 30, 2017
Service cost	\$ 27,828,000	\$ 26,191,000
Interest on the total OPEB liability	58,068,000	56,298,000
Effect of plan changes	0	0
Administrative expense	0	0
Member contributions	0	0
Expected investment return, net of investment expenses	(15,350,000)	(12,880,000)
Recognition of Deferred (Inflows)/Outflows of Resources		
Economic/demographic (gains) or losses	(7,945,000)	0
Assumption changes or inputs	3,270,000	0
Investment (gains) or losses	<u>(766,000)</u>	<u>(1,165,000)</u>
Total Recognition	(5,441,000)	(1,165,000)
OPEB expense	\$ 65,105,000	\$ 68,444,000

Deferred (Inflows) / Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$ (37,261,000)	\$ 0
Changes of assumptions	0	15,335,000
Net difference between projected and actual earnings	(3,495,000)	1,597,000
Contributions made subsequent to measurement date	<u>0</u>	<u>0</u>
Total	\$ (40,756,000)	\$ 16,932,000

Amounts currently reported as deferred inflows of resources and outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending June 30	Recognized Deferred (Inflows) and Outflows of Resources
2019	\$ (5,441,000)
2020	(5,441,000)
2021	(5,441,000)
2022	(4,275,000)
2023	(3,226,000)
Thereafter	0

**Exhibit 6. Schedule of Deferred Inflows and Outflows of Resources**

Investment (gains)/losses are recognized in OPEB expense over a period of five years. Economic/demographic (gains)/losses and assumption changes or inputs are recognized over the average remaining service life for all active and inactive members. Since there is no expected future service for inactives, their remaining service is equal to zero for purposes of computing the average remaining service life.

Date Established	Original Amount	Original Recognition Period	Balance of Deferred (Inflows)/Outflows 06/30/2018	Remaining Recognition Period	Amount Recognized in Expense 06/30/2018
<b>Investment (gains) or losses</b>					
06/30/2018	\$ 1,996,000	5.00	\$ 1,597,000	5.00	\$ 399,000
06/30/2017	(5,825,000)	5.00	<u>(3,495,000)</u>	4.00	<u>(1,165,000)</u>
Total			\$ (1,898,000)		\$ (766,000)
<b>Economic/demographic (gains) or losses</b>					
06/30/2018	\$ (45,206,000)	5.69	\$ (37,261,000)	5.69	\$ (7,945,000)
06/30/2017	0	5.52	<u>0</u>	4.52	<u>0</u>
Total			\$ (37,261,000)		\$ (7,945,000)
<b>Assumption changes</b>					
06/30/2018	\$ 18,605,000	5.69	\$ 15,335,000	5.69	\$ 3,270,000
06/30/2017	0	5.52	<u>0</u>	4.52	<u>0</u>
Total			\$ 15,335,000		\$ 3,270,000

**Exhibit 7. Total OPEB Liabilities by Entity**

The following table shows a breakdown of the County’s GASB 75 Total OPEB Liability by each entity shown below.

Entity	As of June 30, 2018 Total OPEB Liability
Safety Non-Fire	\$ 240,594,000
CCC Fire	109,952,000
Hospital	179,044,000
CCHP	9,530,000
Airport	1,802,000
CCC Retirement System (Retired before January 1, 2015)	1,717,000
All Other CCC Departments	389,548,000
<b>Total</b>	<b>\$ 932,187,000</b>

**Appendix A. Summary of Plan Benefits**

The following description of retiree health benefits is intended to be only a brief summary and is not complete information.

**Eligibility**

Currently, employees may receive retiree health benefits if they retire from the County, are receiving a pension from CCCERA, and meet certain eligibility requirements as follows:

General employees - age 50 with 10 years of pension service or age 70 with a vested pension, or after 30 years of pension service with no age requirement.

Safety employees - age 50 with 10 years of pension service or age 70 with a vested pension, or after 20 years of pension service with no age requirement.

Employees hired after December 31, 2006 and represented by the following bargaining groups (AFSCME, California Nurses Association, Deputy District Attorneys’ Association, Public Defenders Association, IFPTE, Western Council of Engineers, SEIU, PEU, Probation Peace Officers Association, and Unrepresented) also must have 15 years of County service.

Employees hired on or after October 1, 2005, and represented by the Physicians’ and Dentists’ Organization also must have 15 years of County service.

**Health Benefits**

Currently, eligible retirees and their dependents are covered either under the Contra Costa Health Plans, Health Net plans, Kaiser plans, or health plans sponsored by CalPERS (PEMHCA). Coverage may be provided for a retiree and surviving spouse as long as retiree and surviving spouse monthly premium contributions are paid. The County may pay a subsidy toward eligible retirees’ monthly medical and dental premiums. This subsidy may vary by bargaining unit and date of hire as described in this appendix. Employees hired on or after dates described in the table below and represented by the following bargaining groups must pay the entire cost of premiums to maintain coverage.

Bargaining Unit Name	Hire Date on or after which eligible retirees must pay entire cost of premiums
IFPTE, Unrepresented	January 1, 2009
AFSCME, Western Council of Engineers, SEIU, and PEU	January 1, 2010
Deputy District Attorneys Association	December 14, 2010
Probation Peace Officers Association of CCC	January 1, 2011
CCC Public Defenders Association	March 1, 2011

All surviving spouses must pay the entire cost of premiums to maintain coverage, with the exception of the following bargaining groups for whom the surviving spouse receives the same County subsidy as the retiree (covered by CalPERS health plans): Sheriff (A8), Fire Chief (BD), Sworn Exec. Mgmt. (BS), Fire Management (HA), Deputy Sheriffs (V#, VH, VN), Fire Suppression and Prevention (4N), Fire District Safety Management (BF), and D.A. Investigators (XJ).

Bargaining Units V#, VH, VN, F8, FW and Elected (Safety) Officials / Sworn Management Employees in (A8, B8, BS)

Currently, for eligible retirees from the bargaining units listed in the table below, the County will contribute toward the cost of monthly premiums (medical and dental) an amount equal to the actual dollar monthly premium amount paid by the County as of November 30, 2013, at each coverage level, plus 50% of the actual premium increase for 2014 and all future years.

Retirees who elected dental coverage without health coverage will pay one cent (\$0.01) per month for 2013, plus 50% of the actual premium increase for 2014 and all future years.

Bargaining Unit Code	Bargaining Unit Name	General / Safety
F8	Unrep Classified & Exempt-Othr	General
FW	Unrep CI & Ex-Sworn Peace Offc	Safety
V#	Sheriff's Sworn Mgmt Unit	Safety
VH	Deputy Sheriff's Unit-Sworn	Safety
VN	Deputy Sheriff's Unit-NonSworn	General
BS	Sworn Management Employees	Safety
A8	Elected Officials (DSA)	Safety
B8	Elected Officials (DSA)	Safety

For employees hired between January 2, 2007, and September 30, 2011, and represented by the Deputy Sheriffs' Association, the County subsidy is subject to a vesting schedule as shown in the table below.

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

*Bargaining Unit HA – Fire Management*

Currently, for eligible Fire Management retirees represented by United Chief Officers Association (UCOA) with bargaining unit code HA, the County will subsidize an amount equal to 80% of the CalPERS Kaiser Bay Area premium at each coverage level (employee only, employee + one, employee + two or more) for any region in which the retiree resides, but the County's subsidy will not exceed the total premium of a lower cost plan.

*Health Premium Subsidy on or after December 1, 2016:* For the plan year that begins on January 1, 2017 and each calendar year thereafter, the maximum monthly premium subsidy the District will pay for each health plan is equal to the actual dollar monthly premium subsidy that is paid by the District for that plan as of November 30, 2016. In addition, if there is an increase in the monthly premium charged by a health plan for 2017, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, and for each plan, the District and the employee will each pay fifty (50%) of the monthly premium increase above the 2016 plan premiums.

*Dental Subsidy for Retirees with Medical Coverage:* For eligible retirees from bargaining unit HA enrolled in both a medical and dental plan, for the plan year that begins on January 1, 2016, the District will pay a monthly premium subsidy for each dental plan that is equal to the actual dollar monthly premium subsidy that is paid by the District as of November 30, 2015. In addition, if there is an increase in the monthly premium charged by a dental plan for 2016, the District and the employee will each pay fifty percent (50%) of that increase. For each plan year thereafter, the District and the employee will each pay fifty percent (50%) of the monthly premium increase above the 2015 plan premium.

*Dental Subsidy for Retirees without Medical Coverage:* For eligible retirees from bargaining unit HA enrolled in a dental plan only without health coverage, beginning on January 1, 2016, the District will pay a monthly dental premium subsidy for each dental plan that is equal to the actual dollar monthly premium subsidy that is paid by the District for 2015. If there is an increase in the premium charged by a dental plan for 2016, the District and the employee will each pay fifty percent (50%) of the increase. For each plan year thereafter, the District and the employee will each pay fifty percent (50%) of the premium increase that is above the 2015 plan premium.

Bargaining Unit XJ – D.A. Investigators

*Health Premium Subsidy:* For the plan year that begins on January 1, 2015, the County will pay the following monthly medical premium subsidy:

Coverage	Monthly Premium Subsidy
Employee/Retiree/Survivor Only	\$ 608.87
Employee/Retiree/Survivor & One Dependent	1,217.74
Employee/Retiree/Survivor & Two or more Dependents	1,583.07

In addition, if there is an increase in the monthly premium charged by a health plan for 2015 that exceeds the above stated amounts, the County and the retiree will each pay fifty percent (50%) of that increase. For 2016, the County premium subsidy varies by plan depending on the actual premium increase that occurred for each plan. For each calendar year thereafter, the County and the retiree will each pay fifty percent (50%) of any premium increase for each health plan.

*Dental Premium Subsidy:* For the plan year that begins on January 1, 2015, the County will pay the following monthly dental premium subsidy:

Coverage	With Health		Without Health	
	Delta Dental	DeltaCare (PMI)	Delta Dental	DeltaCare (PMI)
Single	\$ 32.69	\$ 22.30	\$ 42.44	\$ 28.91
Family	73.64	48.19	95.62	61.49

In addition, if there is an increase in the monthly premium charged by a health plan for 2015 that exceeds the above stated amounts, the County and the retiree will each pay fifty percent (50%) of that increase. For each calendar year thereafter, the County and the retiree will each pay fifty percent (50%) of any premium increase for each dental plan.

Bargaining Unit 4N - Fire Suppression and Prevention

*Health Premium Subsidy:* For 2016 and each calendar year thereafter, the prior year’s District subsidy for each medical plan and rate tier will increase by 50% of the actual premium increase in the medical plan and rate tier in which the member is enrolled.

*Dental Premium Subsidy:* For eligible retirees from bargaining unit 4N enrolled in both a medical and dental plan, the District will pay a subsidy equal to 50% of the cost of monthly dental premiums in 2016 and later. For retirees enrolled only in a dental plan, retirees are required to pay \$0.01 per month for dental coverage. For 2016 and later, the required monthly contribution from retirees would increase each year by 50% of the dental premium increase.

Bargaining Units 1P (plus formerly 1R and 1X) – Physicians & Dentists

Beginning on January 1, 2015, and for each calendar year thereafter, the County will pay a monthly dollar premium subsidy for each health and dental plan (County Premium Subsidy) as defined for each plan in the table below.

Health Plan	Frozen Subsidy Amount
<u>Contra Costa Health Plan A</u>	
Retiree on Basic Plan	\$ 600.51
Retiree & 1 or more dependents on Basic Plan	1,430.76
Retiree on Medicare COB Plan	279.22
Retiree & Spouse on Medicare COB Plan	558.44
Family, 1 on Medicare COB Plan, and 1 or more on Basic Plan	1,234.35
<u>Contra Costa Health Plan B</u>	
Retiree on Basic Plan	\$ 611.34
Retiree & 1 or more dependents on Basic Plan	1,452.65
Retiree on Medicare COB Plan	287.59
Retiree & Spouse on Medicare COB Plan	575.18
Family, 1 on Medicare COB Plan, and 1 or more on Basic Plan	1,271.37
<u>Kaiser Permanente</u>	
Retiree on Basic Plan	\$ 614.78
Retiree & 1 or more dependents on Basic Plan	1,432.42
Retiree on Medicare Senior Advantage Plan	295.00
Retiree & 1 dependent on Medicare Senior Advantage Plan	796.70
Retiree on Medicare Sr. Adv. Plan, and 1 or more dependents on Basic Plan	1,158.55
<u>Health Net HMO</u>	
Retiree on Basic Plan	\$ 853.92
Retiree & 1 or more dependents on Basic Plan	2,094.74
Retiree on Medicare Seniority Plus Plan	514.27
Retiree & 1 dependent on Medicare Seniority Plus Plan	1,028.55
Retiree on Medicare Sr. Plus Plan, and 1 or more dependents on Basic Plan	1,370.24
<u>Health Net Medicare COB</u>	
Retiree only	\$ 563.32
Retiree & spouse	1,126.65
<u>Health Net CA &amp; Nat'l PPO – Basic Plan A</u>	
Retiree on PPO	\$ 753.81
Retiree & 1 or more dependents on PPO Basic Plan	1,790.70
Retiree on PPO Medicare Plan with Medicare Part A & B	618.43
Retiree & 1 or more dependents on PPO Medicare Plan with Medicare Part A & B	1,236.73

The amount of the County subsidy that is paid for employees and eligible family members for these plans will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health or dental plan. Retirees must pay for 100% of any premium increases after 2015.





All other Bargaining Units - County Subsidy Frozen at the 2011 Level

Currently, eligible retirees from the following bargaining units listed may receive County subsidies towards medical and dental premiums. The subsidies are frozen at the 2011 levels shown in the tables on pages 19-20. There are no future increases to these subsidy amounts except as defined on page 19 for certain retirees who retired before January 1, 2016.

Bargaining Unit Code	Bargaining Unit Name	General / Safety	Bargaining Unit Code	Bargaining Unit Name	General / Safety
25	Social Services Unit	General	KL	Engineering Technician Unit	General
51	Professional Engineers Unit	General	KM	Sheriff's Non-Sworn Mgmt Unit	General
999	DEFAULT BARGAINING UNIT	General	KU	Probation Supervisors Unit	General
2I	Service Line Supervisors Unit	General	KZ	Social Svcs Staff Special Unit	General
2R	Superior Court Reporters-Ex	General	MA	District Attorneys' Unit	General
2S	Safety Classifications	General	N2	Property Appraisers Unit	General
3A	Superior Court Clerical Unit	General	PK	Probation Supervisors Unit	Safety
3B	Superior Court Barg Unit-Loc1	General	PP	Probation Unit of CCC	Safety
3G	Deputy Clerks Unit	General	Q3	Safety Health Services Unit	General
3R	General Clerical Unit	General	QA	Agriculture & Animal Ctrl Unit	General
8P	Special Co Class Codes-Payroll	General	QB	LVN/Aide Unit	General
A8	Elected Officials (Non-DSA)	General	QC	Fam/Chld Svs Site Supv Unit	General
AJ	Elected Superior Court Judges	General	QE	Building Trades Unit	General
AM	Elected Municipal Court Judges	General	QF	Deputy Public Defender Unit/At	General
AS	Elected Board of Supvs Members	General	QG	Deputy Public Defender Unit-In	General
B1	Safety Unrep District Attorney	General	QH	Family and Childrens Services	General
B2	Safety Unrep Probation Classes	General	QM	Engineering Unit	General
B3	Safety Unrep Misc Classes	General	QS	General Services & Mtce Unit	General
B8	Mgmt (Non-Safety)	General	QT	Health Services Unit	General
BC	Superior Court Exempt Mgmt Gen	General	QV	Investigative Unit	General
BD	Mgmt Classified & Ex Dept Head	General	QW	Legal & Court Clerk Unit	General
BJ	Sup Ct Judicial Ofcrs Ex-Mgmt	General	QX	Library Unit	General
C8	Management Project-Other	General	QY	Probation Unit	General
CH	CS Head Start Mgmt-Project	General	TA	LVN/Aide Unit	General
D8	Unrepresented Proj Class-Other	General	TB	General Services & Mtce Unit	General
F2	Unrep Property Appraisers	General	TC	Health Services Unit	General
FC	Unrep Superior Ct Clerical Ex	General	VK	Probation Supervisors Unit	Safety
FD	Unrep Superior Ct Other Exempt	General	VP	Probation Unit of CCC	Safety
FM	Unrep Muni Ct Reporter-Exempt	General	Z1	Supervisory Project	General
FR	Unrep Superior Ct Reprts-Exemp	General	Z2	Non-Supervisory Project	General
JD	CCC Defenders/Attorneys	General	ZA	Supervisory Management	General
JF	CCC Defenders/Investigators	General	ZB	Non-Supervisory Management	General
K2	Property Appraisers Unit	General	ZL	Supervisory Nurse	General
K5	Court Professional Svcs Unit	General	ZM	Local 21 - Unit C	General
K6	Supervisory Clerical Unit	General	ZN	Non-Supervisory Nurse	General
KK	Income Maintenance Program Unit	General			

**Health Insurance Premium Rates (non-PEMHCA)**

The following table shows monthly retiree health insurance premiums for the 2018 calendar year for coverage under various health plans sponsored by Contra Costa County, and the County's subsidies. The County's maximum frozen subsidies and subsidies in effect for 2018 are shown.

Effective January 1, 2021 for certain retirees who retired before January 1, 2016, the amount of the County monthly medical plan premium maximum subsidy will increase by \$25 for the Medicare retiree only tier, the retiree plus one dependent on Medicare tier, and the retiree plus two or more dependents on Medicare tier.

Medical Plan	County's Maximum Subsidy (Frozen)	2018 Premium Rate	County's Subsidy for 2018	Retiree's Share for 2018
<b>Contra Costa Health Plan A</b>				
Retiree on Basic Plan	\$ 509.92	\$ 744.86	\$ 509.92	\$ 234.94
Retiree & 1 dependent on Basic Plan	1,214.90	1,489.72	1,214.90	274.82
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,364.90	2,234.58	1,364.90	869.67
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,214.90	2,234.58	1,214.90	1,019.68
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare Coordination of Benefits (COB) Plan	420.27	369.69	369.68	0.01
Retiree & 1 or more dependents on Medicare COB Plan	1,035.60	739.39	739.38	0.01
<b>Contra Costa Health Plan B</b>				
Retiree on Basic Plan	528.50	825.69	528.50	297.19
Retiree & 1 dependent on Basic Plan	1,255.79	1,651.38	1,255.79	395.59
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,405.79	2,477.07	1,405.79	1,071.28
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,255.79	2,477.07	1,255.79	1,221.28
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare COB Plan	444.63	380.78	380.77	0.01
Retiree & 1 or more dependents on Medicare COB Plan	1,088.06	761.56	761.55	0.01

Health Insurance Premium Rates (Non-PEMHCA continued)

Medical Plan	County's Maximum Subsidy (Frozen)	2018 Premium Rate	County's Subsidy for 2018	Retiree's Share for 2018
<b><u>Kaiser Permanente – Plan A</u></b>				
Retiree on Basic Plan	\$ 478.91	\$ 783.86	\$ 478.91	\$ 304.95
Retiree & 1 dependent on Basic Plan	1,115.84	1,567.71	1,115.84	451.87
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,265.84	2,351.57	1,265.84	1,085.73
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,115.84	2,351.57	1,115.84	1,235.73
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare COB Plan	263.94	351.15	263.94	\$87.21
Retiree & 1 dependent on Medicare COB Plan	712.79	948.34	712.79	235.55
Retiree & 2 dependents on Medicare COB Plan	1,161.65	948.34	948.33	0.01
<b><u>Kaiser Permanente – Plan B</u></b>				
Retiree on Basic Plan	478.91	623.05	478.91	144.14
Retiree & 1 dependent on Basic Plan	1,115.84	1,246.10	1,115.84	130.26
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,265.84	1,869.15	1,265.84	603.30
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,115.84	1,869.15	1,115.84	753.31
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare COB Plan	263.94	266.25	263.94	\$2.31
Retiree & 1 dependent on Medicare COB Plan	712.79	718.89	712.79	6.10
Retiree & 2 dependents on Medicare COB Plan	1,161.65	718.89	718.88	0.01
<b><u>Kaiser Permanente – High Deductible</u></b>				
Retiree on Basic Plan	478.91	499.94	478.91	21.03
Retiree & 1 dependent on Basic Plan	999.87	999.88	999.87	0.01
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,265.84	1,499.82	1,265.84	233.98
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,115.84	1,499.82	1,115.84	383.98
<b><u>Teamsters 856 Trust Fund KP Health Plan</u></b>				
Retiree on Basic Plan	478.91	655.00	478.91	176.09
Retiree & 1 dependent on Basic Plan	1,115.84	1,245.00	1,115.84	129.16
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,265.84	1,736.00	1,265.84	470.16
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,115.84	1,736.00	1,115.84	620.16

Health Insurance Premium Rates (Non-PEMHCA continued)

Medical Plan	County's Maximum Subsidy (Frozen)	2018 Premium Rate	County's Subsidy for 2018	Retiree's Share for 2018
<b><u>Health Net HMO – Plan A</u></b>				
Retiree on Basic Plan	627.79	1,512.68	627.79	884.89
Retiree & 1 dependent on Basic Plan	1,540.02	3,025.36	1,540.02	1,485.34
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,690.02	4,538.04	1,690.02	2,848.02
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,540.02	4,538.04	1,540.02	2,998.02
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare Seniority Plus Plan	409.69	567.59	409.69	157.90
Retiree & 1 dependent on Medicare Seniority Plus Plan	819.38	1,135.18	819.38	315.80
Retiree & 2 dependents on Medicare Seniority Plus Plan	1,229.07	1,702.77	1,229.07	473.70
<b><u>Health Net HMO – Plan B</u></b>				
Retiree on Basic Plan	627.79	1,051.89	627.79	424.10
Retiree & 1 dependent on Basic Plan	1,540.02	2,103.78	1,540.02	563.76
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,690.02	3,155.67	1,690.02	1,465.65
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,540.02	3,155.67	1,540.02	1,615.65
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on Medicare Seniority Plus Plan	409.69	476.49	409.69	66.80
Retiree & 1 dependent on Medicare Seniority Plus Plan	819.38	952.98	819.38	133.60
Retiree & 2 dependents on Medicare Seniority Plus Plan	1,229.07	1,429.47	1,229.07	200.40
<b><u>Health Net Medicare COB Plan A</u></b>				
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree only	467.13	772.06	467.13	304.93
Retiree & 1 dependent on Medicare COB	934.29	1,544.12	934.29	609.83
Retiree & 2 dependents on Medicare COB	934.29	2,316.18	934.29	1,381.89
<b><u>Health Net Medicare COB Plan B</u></b>				
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree only	467.13	717.81	467.13	250.68
Retiree & 1 dependent on Medicare COB	934.29	1,435.62	934.29	501.33

Health Insurance Premium Rates (Non-PEMHCA continued).

Medical Plan	County's Subsidy (Frozen in 2011)	2018 Premium Rate	County's Subsidy for 2018	Retiree's Share for 2018
<b><u>Health Net CA &amp; Nat'l PPO – Basic Plan A</u></b>				
Retiree on Basic Plan	604.60	2,039.71	604.60	1,435.11
Retiree & 1 dependent on Basic Plan	1,436.25	4,079.42	1,436.25	2,643.17
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,586.28	6,119.13	1,586.25	4,532.88
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,436.25	6,119.13	1,436.25	4,682.88
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on PPO Medicare Plan B	563.17	1,113.11	563.17	549.94
Retiree & 1 dependent on PPO Medicare Plan	1,126.24	2,226.22	1,126.24	1,099.98
Retiree & 2 dependents on PPO Medicare Plan	1,126.24	3,339.33	1,126.24	2,213.09
<b><u>Health Net CA &amp; Nat'l PPO – Basic Plan B</u></b>				
Retiree on Basic Plan	604.60	1,836.24	604.60	1,231.64
Retiree & 1 dependent on Basic Plan	1,436.25	3,672.48	1,436.25	2,236.23
Retiree & 2 or more dependents on Basic Plan (pre 2016 ret)	1,586.28	5,508.72	1,586.28	3,922.47
Retiree & 2 or more dependents on Basic Plan (post 2015 ret)	1,436.25	5,508.72	1,436.25	4,072.47
<i>Pre 2016 and Post 2015 Retirees</i>				
Retiree on PPO Medicare Plan	563.17	924.45	563.17	361.28
Retiree & 1 dependent on PPO Medicare Plan	1,126.24	1,848.90	1,126.24	722.66
Retiree & 2 dependents on PPO Medicare Plan	1,126.24	2,773.35	1,126.24	1,647.11

PEMHCA Health Plan Premium Rates

Eligible retirees from the bargaining units 4N, A8, B8, BD, BF, BS, F8, FW, HA, V#, VH, VN, and XJ can choose to enroll in health plans sponsored by CalPERS based on their residence region (Bay Area, Sacramento, Los Angeles, Northern California, Southern California and Out of State of California). The following table shows the monthly Bay Area retiree health insurance premiums for the 2018 calendar year:

	Monthly Premium Rates – Effective January 1, 2018					
	Single		2-Party		Family	
	Under 65	Over 65	Under 65	Over 65	Under 65	Over 65
Anthem HMO Select	\$ 856.41		\$ 1,712.82		\$ 2,226.67	
Anthem HMO Traditional	925.47	\$370.34	1,850.94	\$740.68	2,406.22	\$1,111.02
Blue Shield Access+	889.02		1,778.04		2,311.45	
Health Net SmartCare	863.48		1,726.96		2,245.05	
Kaiser	779.86	316.34	1,559.72	632.68	2,027.64	949.02
PERS Choice	800.27	345.97	1,600.54	691.94	2,080.70	1,037.91
PERS Select	717.50	345.97	1,435.00	691.94	1,865.50	1,037.91
PERSCare	882.45	382.30	1,764.90	764.60	2,294.37	1,146.90
United Healthcare	1,371.84	330.76	2,743.68	661.52	3,566.78	992.28
Western Health Advantage	792.56		1,585.12		2,060.66	
PORAC	734.00	487.00	1,540.00	970.00	1,970.00	1,551.00
Contra Costa Health Plan*	949.26	815.26	1,898.52	1,630.52	2,468.08	2,066.08

\* Offered by the Contra Costa County Health Plan to Contra Costa County employees only. Not available through PEMHCA

Dental Plan Premiums

The following table shows monthly retiree dental insurance premiums for the 2018 calendar year. County subsidies vary based on retiree’s medical plan enrollment election and bargaining unit upon retirement.

Plan	Monthly Premiums
<b>Delta Dental - \$1,800 Annual Maximum</b>	
Retiree	\$ 45.16
Family	102.00
<b>Delta Dental - \$1,600 Annual Maximum</b>	
Retiree	\$ 43.30
Family	97.54
<b>Delta Care (PMI)</b>	
Retiree	\$ 29.06
Family	62.81

**Appendix B. Actuarial Cost Method and Assumptions**

**Actuarial Cost Method**

The actuarial cost method used for determining the benefit obligations is the individual Entry Age Normal Cost Method. Under the principles of this method, the actuarial present value of the projected benefits of each individual included in the valuation is allocated as a level percentage of expected salary for each year of employment between entry age (defined as age at hire) and assumed exit.

The portion of this actuarial present value allocated to a valuation year is called the normal cost. The portion of this actuarial present value not provided for at a valuation date by the sum of (a) the actuarial value of the assets, and (b) the actuarial present value of future normal costs is called the Unfunded Actuarial Accrued Liability (UAAL).

The Actuarial Value of Assets is equal to the market value of assets as of the measurement date. The actuarial assumptions are summarized below.

**Economic Assumptions**

<i>Discount Rate (Liabilities)</i>	6.15%
<i>General Inflation</i>	2.75%

We have used a discount rate of 6.15% in this valuation to reflect the County's current policy of partially funding its OPEB liabilities. This rate is derived based on the fund's investment policy, level of partial funding, and includes a 2.75% long-term inflation assumption. County OPEB Irrevocable Trust assets are invested in the Public Agency Retirement Services' Highmark Portfolio. Based on the portfolio's target allocation (shown below), the average return of Trust assets over the next 50 years is expected to be 6.12%.

Asset Class	Expected 1-Year Nominal Return	Targeted Asset Allocation
Domestic Equity Large Cap	7.10%	17.0%
Domestic Equity Mid Cap	7.70%	6.0%
Domestic Equity Small Cap	8.42%	8.0%
U.S. Fixed Income	4.98%	38.0%
International	8.43%	9.0%
Global Equity (Developed)	7.83%	7.0%
Real Estate	7.79%	4.0%
Cash	3.08%	1.0%
Alternatives	6.69%	10.0%
Expected Arithmetic Mean Annual Return (50 years)		6.55%
Expected Geometric Median Annual Return (50 years)		6.12%



*Assumed Salary Increases (Applied to Individual Entry Age Normal Cost Method)*

The assumed annual rates of compensation increases used for the EAN actuarial cost method are the same as the assumption used in the December 31, 2016 CCCERA Actuarial Valuation.

Years of Service	General	Safety
Less than 1	13.59%	14.11%
1	10.75%	10.75%
2	8.69%	9.20%
3	7.14%	7.91%
4	6.10%	6.36%
5	5.59%	5.07%
6	5.07%	4.55%
7	4.81%	4.50%
8	4.55%	4.45%
9	4.50%	4.40%
10	4.45%	4.35%
11	4.40%	4.30%
12	4.30%	4.24%
13	4.19%	4.14%
14	4.09%	4.09%
15+	4.04%	4.04%

**Demographic Assumptions**

Below is a summary of the assumed rates for mortality, retirement, disability and withdrawal, which are consistent with assumptions used in the December 31, 2016 CCCERA Actuarial Valuation.

*Post Retirement Mortality*

**Healthy:** For General Members: Headcount-Weighted RP-2014 Healthy Annuitant Mortality Table, projected generationally with the two-dimensional MP-2015 projection scale.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Mortality Table set back three years, projected generationally with the two-dimensional MP-2015 projection scale.

**Disabled:** For General Members: Headcount-Weighted RP-2014 Healthy Annuitant Mortality Table set forward eight years, projected generationally with the two-dimensional MP-2015 projection scale.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Mortality Table set forward three years, projected generationally with the two-dimensional MP-2015 projection scale.

**Beneficiaries:** Beneficiaries are assumed to have the same mortality as a General Member of the opposite sex who had taken a service (non-disability) retirement.

*Pre Retirement Mortality*

Headcount-Weighted RP-2014 Healthy Annuitant Mortality Table times 75%, projected generationally with the two-dimensional MP-2015 projection scale.

*Disability*

Age	General Tier 3 / PEPRA	Safety (All Tiers)
20	0.01%	0.02%
25	0.02%	0.22%
30	0.03%	0.42%
35	0.05%	0.56%
40	0.08%	0.66%
45	0.13%	1.00%
50	0.16%	2.88%

*Retirement* – For this valuation, we have applied the Tier 3 rates for all General employees and Tier A rates for all Safety employees since nearly all current employees are in these two pension tiers, with the exception of those who were hired after January 1, 2013 as the PEPRA tiers.

Age	General Tier 3	General PEPRA	Safety Tier A	Safety PEPRA
45	0%	0%	4%	0%
46	0%	0%	3%	0%
47	0%	0%	10%	0%
48	0%	0%	10%	0%
49	0%	0%	25%	0%
50	4%	0%	30%	5%
51	3%	0%	30%	4%
52	3%	2%	25%	4%
53	5%	3%	25%	5%
54	6%	3%	25%	6%
55	10%	5%	28%	10%
56	10%	5%	25%	10%
57	10%	6%	25%	18%
58	12%	8%	35%	18%
59	13%	9%	35%	18%
60	15%	10%	35%	18%
61	20%	14%	35%	20%
62	25%	20%	35%	20%
63	25%	20%	35%	20%
64	30%	20%	50%	30%
65	35%	25%	100%	30%
66 – 69	35%	30%	100%	100%
70 – 74	40%	50%	100%	100%
75	100%	100%	100%	100%

*Withdrawal* – Sample probabilities of terminating employment with the County are shown below for selected years of County service.

Years of Service	General	Safety
Less than 1	13.50%	13.00%
1	9.25%	8.00%
2	9.00%	7.00%
3	6.00%	5.50%
4	4.50%	3.75%
5	4.25%	3.25%
10	2.75%	2.00%
15	2.10%	1.50%
20 or more	1.50%	1.00%

**Coverage Election Assumptions**

*Retiree Coverage* – We have assumed 90% of new retirees hired before the exclusion date stated in Appendix A will elect medical and dental coverage at retirement. For employees hired after the exclusion date stated in Appendix A, we assumed 50% will elect to enroll in the health plans without any County subsidy.

*Spouse Coverage* – We have assumed 50% of new General retirees and 60% of new Safety retirees electing coverage will elect spouse medical and dental coverage at retirement.

*Spouse Age* – Female spouses are assumed to be three years younger than male spouses.

*Dependent Coverage* – We have assumed 30% of retirees with no spouse coverage will elect coverage for a dependent child until age 65 and 50% of retirees with spouse coverage will elect coverage for a dependent child until age 65.

*Health Plan Election* – We have assumed that new retirees will remain enrolled in the same plan they were enrolled in as actives. For actives who waived coverage, we have assumed that they will elect Kaiser plan coverage. For retirees enrolled in either the CalPERS Anthem or Blue Shield plans, we assumed they will transfer to the United Health Care Medicare Supplement plan upon reaching age 65, as the CalPERS health plan no longer offers Anthem or Blue Shield coverage for Medicare eligible retirees.

**Valuation of Retiree Premium Subsidy Due to Active Health Costs**

Currently, the County and California PERS (PEMHCA) health plans charge the same premiums for retirees who are not yet eligible for Medicare as for active employees. Therefore, the retiree premium rates are being subsidized by the inclusion of active lives in setting rates. (Premiums calculated only based on retiree health claims experience would have resulted in higher retiree premiums.) GASB 74/75 requires that the value of this subsidy be recognized as a liability in valuations of OPEB costs.

To account for the fact that per member health costs vary depending on age (higher health costs at older ages), we calculated equivalent per member per month (PMPM) costs that vary by age based on the age distribution of covered members, and based on relative cost factors by age. The relative cost factors were developed from the Milliman Health Cost Guidelines<sup>TM</sup>. Based on the carrier premium rates and relative age cost factors assumptions, we developed age adjusted monthly PMPM health costs for 2018 to be used in valuing the implicit rate subsidy.

The following tables show the age adjusted expected monthly claims cost for a male participant at age 64 for each health plan and relative age factors compared to a male age 64.

Plan	Monthly Age Adjusted Claims Cost for Age 64 Male	Dependent Child Cost Load
CCHP A	\$ 1,389	\$ 328
CCHP B	1,645	201
Kaiser A	1,383	314
Kaiser B	1,302	232
Health Net HMO A	2,146	847
Health Net HMO B	1,944	442
Health Net PPO	2,183	789
California PERS Plans (average) – PEMHCA Plans	1,465	0

**Relative Claims Cost Factor Compared to Male age 64**

Age	County Plans		PEMHCA Plans	
	Male	Female	Male	Female
50	0.467	0.587	0.516	0.640
55	0.614	0.684	0.633	0.697
60	0.792	0.802	0.797	0.800
64	1.000	0.921	1.000	0.917

Since retirees eligible for Medicare (age 65 and beyond) are enrolled in Medicare supplemental plans, the premiums for retirees with Medicare are determined without regard to active employee claims experience and no such subsidy exists for this group for medical cost.

**Medical Cost Inflation Assumption**

We assumed future increases to the health costs and premiums are based on the “Getzen” model published by the Society of Actuaries for purposes of evaluating long term medical trend. A margin to reflect the impact of the excise tax in future years is reflected in the assumed trend. The following table shows the assumed rate increases in future years for Medical premiums. The CPI used in developing the following health cost increases is 2.75%.

Calendar Year	County Plans Pre 65	Calendar Year	County Plans Post 65	Calendar Year	PEMHCA Plans Pre 65	Calendar Year	PEMHCA Plans Post 65
2018	3.50%	2018	2.25%	2018	2.25%	2018	1.25%
2019	8.50%	2019	7.75%	2019	8.50%	2019	7.75%
2020	5.00%	2020	5.00%	2020	5.00%	2020	5.00%
2021 – 2028	5.25%	2021 – 2030	5.25%	2021 – 2023	5.50%	2021 – 2030	5.25%
2029 – 2030	5.50%	2031 – 2043	5.50%	2024	5.75%	2031 – 2043	5.50%
2031 – 2042	6.25%	2044 – 2045	5.25%	2025 – 2042	6.25%	2044 – 2051	5.25%
2043 – 2048	6.00%	2046 – 2052	5.75%	2043 – 2044	6.00%	2052	5.50%
2049 – 2057	5.75%	2053 – 2060	6.00%	2045 – 2051	5.75%	2053 – 2057	5.75%
2058 – 2064	5.50%	2061 – 2064	5.75%	2052 – 2063	5.50%	2058 – 2063	5.50%
2065 – 2067	5.25%	2065 – 2067	5.50%	2064 – 2066	5.25%	2064 – 2066	5.75%
2068 – 2070	5.00%	2068 – 2069	5.25%	2067 – 2069	5.00%	2067 – 2068	5.50%
2071 – 2073	4.75%	2070 – 2072	5.00%	2070 – 2072	4.75%	2069 – 2071	5.25%
2074 +	4.50%	2073 – 2091	4.75%	2073 +	4.50%	2072 – 2073	5.00%
		2092 +	4.50%			2074 +	4.75%

**Dental Cost** We assumed Dental costs will increase 4.0% annually.

### Appendix C. Changes in Actuarial Assumptions

The following is a list of assumptions changes from the prior actuarial valuation.

#### ***Discount Rate***

The discount rate used to determining the benefit obligations was changed from 6.25% to 6.15%.

#### ***Health Cost Inflation Assumption***

The medical cost trend was updated to reflect recent legislative changes on Health Insurer Fees.

#### ***Assumed Annual Rates of Salary Increases***

The assumed annual rates of compensation increases used for the EAN actuarial cost method have been changed to be consistent with assumptions used in the December 31, 2017 CCCERA Actuarial Valuation. See Appendix B for details.

#### ***Demographic Rates***

The assumed rates for mortality, retirement, disability and withdrawal have been changed to be consistent with assumptions used in the December 31, 2017 CCCERA Actuarial Valuation. See Appendix B for details.

### Appendix D. Summary of Participant Data

The following census of participants was used in the actuarial valuation and provided by Contra Costa County as of January 1, 2018.

#### Active Employees

Age	General	Safety	Total
Under 25	94	35	129
25 – 29	499	185	684
30 – 34	885	181	1,066
35 – 39	1,005	186	1,191
40 – 44	985	221	1,206
45 – 49	1,043	222	1,265
50 – 54	1,157	122	1,279
55 – 59	1,037	45	1,082
60 – 64	757	23	780
65 & Over	<u>352</u>	<u>7</u>	<u>359</u>
Total	7,814	1,227	9,041
Average Age on Valuation Date:		45.9	
Average Service on Valuation Date:		9.9	

#### Current Retirees

Age	General	Safety	Total
Under 50	21	59	80
50 – 54	80	158	238
55 – 59	298	189	487
60 – 64	731	209	940
65 – 69	1,196	220	1,416
70 – 74	1,152	237	1,389
75 – 79	734	122	856
80 – 84	530	67	597
85 & Over	<u>649</u>	<u>83</u>	<u>732</u>
Total	5,391	1,344	6,735
Average Age on Valuation Date:		71.4	

## Appendix E. Glossary of Key Terms

**Actuarially Determined Contribution.** A target or recommended contribution to an OPEB plan for the reporting period, determined based on the funding policy and most recent measurement available when the contribution for the reporting period was adopted. The County's current funding policy is to fund the pay-as-you-go costs for retirees, plus \$20 million into the OPEB Trust each year until year 2022. Beginning in 2022 the County will contribute \$20 million plus additional \$53 million until the OPEB fund's FNP as a % of TOL is 60%. After that, the County will contribute an amount to maintain the 60% funded status.

**Deferred Inflows/Outflows of Resources.** Portion of changes in net OPEB liability that is not immediately recognized in OPEB Expense. These changes include differences between expected and actual experience, changes in assumptions, and differences between expected and actual earnings on plan investments.

**Discount Rate.** Single rate of return that, when applied to all projected benefit payments, results in an actuarial present value of projected benefit payments equal to the sum of:

- 1) The actuarial present value of benefit payments projected to be made in future periods where the plan assets are projected to be sufficient to meet benefit payments, calculated using the Long-Term Expected Rate of Return.
- 2) The actuarial present value of projected benefit payments not included in (1), calculated using the Municipal Bond Rate.

**Long-Term Expected Rate of Return.** Long-term expected rate of return on OPEB plan investments expected to be used to finance the payment of benefits, net of investment expenses.

**Money-Weighted Rate of Return.** The internal rate of return on OPEB plan investments, net of investment expenses.

**Municipal Bond Rate.** Yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

**Total OPEB Liability.** The portion of actuarial present value of projected benefit payments that is attributable to past periods of member service using the Entry Age Normal cost method based on the requirements of GASB 74 and 75 (formerly Actuarial Accrued Liability).

**Fiduciary Net Position.** Equal to market value of assets.

**Net OPEB Liability.** Total OPEB Liability minus the Plan's Fiduciary Net Position (formerly unfunded accrued liability).

**Service Cost.** The portion of the actuarial present value of projected benefit payments that is attributed to a valuation year.





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 6, 2018

Subject: RESCIND Traffic Resolution No. 4469 for Trinity Avenue (Road No. 1655X), Kensington area.

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**RECOMMENDATION(S):**

RESCIND Traffic Resolution No. 2018/4469 adopted on August 7, 2018, which prohibited parking except for vehicles of individuals with disabilities on a portion of Trinity Avenue (Road No. 1655X), as recommended by the Public Works Director, Kensington area.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

We understand that the parking space previously designated for only disabled persons at this location is no longer needed. Public Works Traffic Engineering staff was contacted by our Maintenance Division, who had been informed that the resident who requested it had recently passed away. Therefore, Public Works Traffic Engineering recommends rescinding the Traffic Resolution which previously restricted parking at this location, based on established policy.

**CONSEQUENCE OF NEGATIVE ACTION:**

Parking will remain restricted at this location.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/06/2018  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Monish Sen,  
925.313.2187

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 6, 2018

Subject: Change to Kirker Pass Road Northbound Truck Climbing Lane Project, Concord and Pittsburg areas

---

**RECOMMENDATION(S):**

CONSIDER (1) the approved Mitigated Negative Declaration (MND) for the Kirker Pass Road Northbound Truck Climbing Lane Project (Project) and (2) the Addendum to the MND prepare for the following changes to the Project: an additional approximately 4,300 feet of open-grade asphalt overlay on the northbound and southbound lanes of Kirker Pass Road between North Hess Road and east of 6141 Kirker Pass Road; and the addition of roadway conforms at the intersection of Kirker Pass Road and Hess Road (together, the "Project Changes").

DETERMINE that there is no substantial evidence that the Project Changes require the preparation of a subsequent environmental impact report or subsequent negative declaration under CEQA Guidelines section 15162.

APPROVE the Addendum to the MND prepared for the Project Changes, and the Project Changes, in accordance with CEQA Guidelines section 15164.

SPECIFY that the Contra Costa County Public Works Director is the custodian of the documents and other material that constitute the record of proceedings upon which the Board's decision is based, and that the record of proceedings is located at 255 Glacier Drive, Martinez, CA.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018  
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Claudia Gemberling  
925-313-2192

**FISCAL IMPACT:**

Federal total: 18.8%

12.5% Surface Transportation Improvement Program (STIP)

6.3% One Bay Area Grant (OBAG2)-FAS Local Streets and Roads

State total: 9.4%

9.4% State Match Program Funds

Local total: 71.8%

### FISCAL IMPACT: (CONT'D)

40.9% Gas Tax (SB1/RMRA)

29% Measure J Regional

2.0% Measure J Return to Source

### BACKGROUND:

The Contra Costa County Public Works Department will construct the Kirker Pass Road Northbound Truck Climbing Lane Project, which includes a northbound truck climbing lane and paved shoulders for future Class II bike lanes (“Project”). The Project is intended to improve circulation for motorists and bicyclists along this stretch of road. The road is frequently used by commuters and has heavy truck traffic. With sustained grades steeper than 10 percent, trucks are unable to match the speed of other vehicles on the roadway, causing significant congestion and impacting traffic flow. Project elements will include roadway widening for the truck climbing lane, paved shoulders for future Class II bike lanes, relocation of drainage features, retaining wall construction; installation of signage and striping; construction of two bioretention areas; roadway conforms due to change in grade; and relocation of other existing roadside features. An open grade asphalt concrete overlay will be placed along the southbound and northbound lanes within the project limits. Construction is scheduled for 2019.

On October 18, 2016, the Contra Costa County Board of Supervisors approved the Project and adopted the Project-related Mitigated Negative Declaration. The Notice of Determination was filed with the Contra Costa County Clerk on October 20, 2016.

Since the Project and MND were approved, the Project has changed to include approximately 4,300 feet of additional open grade asphalt overlay on the northbound and southbound lanes of Kirker Pass Road between the North Hess Road intersection and approximately 140 feet east of 6141 Kirker Pass Road, in the Pittsburg area of unincorporated Contra Costa County. The total revised length for placement of the open grade asphalt overlay is about 10,500 feet. The Project also includes a conform at Hess Road due to changes in grade of about 300 feet. Public Works Department environmental staff reviewed these Project changes under the Air Quality, Greenhouse Gas Emissions, and Transportation/Traffic sections of the MND to determine if the Project changes resulted in a substantial change to the project that would require a subsequent environmental impact report or subsequent negative declaration under CEQA Guidelines section 15162.. Public Works Department environmental staff have determined that the changes do not result in a substantial change to the Project that would require a subsequent environmental document. Public Works Department staff also have determined that there are no substantial changes to the circumstances under which the Project will be constructed, and no new information, that would require a subsequent environmental document. For these reasons, Public Works Department staff recommend approving both (1) the additional Project features, and (2) the CEQA Addendum pertaining to these additional Project features, in accordance with CEQA Guidelines section 15164.

### CONSEQUENCE OF NEGATIVE ACTION:

The Project Changes will not be approved.

### ATTACHMENTS

Addendum

CEQA Document



September 24, 2018

**ADDENDUM**  
TO THE  
**MITIGATED NEGATIVE DECLARATION**  
PREPARED FOR THE  
**KIRKER PASS ROAD NORTHBOUND TRUCK CLIMBING LANE PROJECT**

**COUNTY PROJECT #: 15-04**  
SCH# 2016082079

Contra Costa County Public Works Department Project # 0662-6R4052

**A. BACKGROUND INFORMATION**

The Contra Costa County (County) Public Works Department (PWD) proposes to provide a truck climbing lane along a 1.2-mile section of Kirker Pass Road between Clearbrook Drive in the City of Concord and the northernmost Hess Road intersection. Kirker Pass Road is a four-lane principal arterial and route of regional significance between Central and East Contra Costa County. The roadway connects the City of Concord on the southwest end, through the Meridian Hills, to the City of Pittsburg on the northeast end.

The purpose of the project is to provide a northbound truck climbing lane and paved shoulders for future Class II bike lanes. The project is intended to improve circulation for motorists and bicyclists along this stretch of road. The road is frequently used by commuters and has heavy truck traffic. With sustained grades steeper than 10 percent, trucks are unable to match the speed of other vehicles on the roadway, causing significant congestion and impacting traffic flow. Project elements will include roadway widening for the truck climbing lane, paved shoulders for future Class II bike lanes, relocation of drainage features, retaining wall construction; installation of signage and striping; construction of two bioretention areas; roadway conforms due to change in grade; and relocation of other existing roadside features. An open grade asphalt concrete overlay will be placed along the southbound and northbound lanes.

Construction is expected to begin in 2019 and may require two construction seasons. Standard construction equipment will be used, including but not limited to: excavators,

graders, scrapers, loaders, sweepers/scrubbers, plate compactors, rollers, backhoes, cranes, drill rigs, and pavers. Construction activities will generally be limited to the hours between 7:00 a.m. to 5:00 p.m. with noise-generating activities focused between 8:00 a.m. to 5:00 p.m.; however, there will be limited night work as necessary. Disturbed areas will be stabilized following construction to ensure appropriate erosion and sediment control.

Pursuant to the requirements of the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15071) the County prepared a Mitigated Negative Declaration (MND) in August 2016 which includes a list of mitigations designed specifically for this project and it was determined that the project would not cause a significant impact to the environment. The County Department of Conservation and Development, the Lead Agency, approved the MND on August 23, 2016. The County Board of Supervisors approved the project and adopted the MND on October 18, 2016. The Notice of Determination was filed with the County Clerk and the Office of Planning and Research on October 20, 2016.

## **B. CEQA ADDENDUM GUIDELINES**

The CEQA stipulates that an Addendum (CEQA Guidelines Section 15164) to a previously adopted MND may be prepared if only minor technical changes are necessary and none of the conditions described in CEQA Guidelines Section 15162 have occurred:

- (a) *When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*
- (1) *Substantial changes are proposed in the project which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
  - (2) *Substantial changes occur with respect to the circumstances under which the project is undertaken which require major revisions of previous MND due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects; or*
  - (3) *New information of substantial importance which was not known and could not have been known with the exercise of reasonable due diligence at the time the previous MND was adopted shows any of the following:*
    - (A) *The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
    - (B) *Significant effects previously examined will be substantially more severe than shown in the previous EIR or negative declaration;*

- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*
- (b) If changes to a project or its circumstances occur or new information becomes available after the adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if requires under section (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.*
- (c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditioned described in subsection (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.*
- (d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall sate where the previous document is available and can be reviewed.*

In accordance with CEQA Guidelines Section 15164(d), the County Board of Supervisors shall consider this Addendum along with the MND prior to making a decision on the project. According to CEQA Guidelines Section 15164(c) an Addendum does not require circulation for public review but can be included in or attached to the MND.

### **C. CHANGES TO THE MITIGATED NEGATIVE DECLARATION**

Information reported in the Project Description of the MND has changed with regards to the project description to also include approximately 4,300 feet open grade asphalt overlay on the northbound and southbound lanes of Kirker Pass Road from the North Hess Road intersection in the Concord area to approximately 140 feet east of the driveway at 6141 Kirker Pass Road in the Pittsburg area **of unincorporated Contra Costa County**. The initial length of the overlay was 1.2 miles and total revised length for placement of the open grade asphalt overlay is about 10,500 feet. The project also includes a conform at Hess Road due to changes in grade of about 300 feet (Figure1). There will be no changes to traffic control.

In addition, construction for the project was scheduled to begin in 2018 and is now scheduled to begin in 2019 and still may require two construction seasons (April through October) for a total duration of approximately 12 months.



The project changes do not change the environmental impacts and associated avoidance, minimization, and mitigation measures reported in the IS/MND.

These changes were re-evaluated under the Air Quality, Greenhouse Gas Emissions, and Transportation/Traffic impact discussion sections of Appendix G of the CEQA Guidelines to determine if the changes resulted in a substantial change that would require major revisions of the previous MND as described below.

## **D. IMPACT ANALYSIS**

### **III. Air Quality**

*a) Would the project conflict with or obstruct implementation of the applicable air quality plan?*

The air quality plan applicable to the project area is the Contra Costa County Climate Action Plan, adopted on December 15, 2015 which is consistent with the BAAQMD Bay Area 2010 Clean Air Plan (Clean Air Plan) adopted on September 15, 2010 (CCCD 2015b, BAAQMD 2010a). Both plans identify strategies to improve air quality and protect public health through implementation of control measures. The BAAQMD Clean Air Plan identifies a number of control measures for stationary, mobile, transportation, land use and local impact, and energy and climate sources. The County Climate Action Plan identifies implementation measures for energy efficiency and conservation, renewable energy, land use and transportation, solid waste, water conservation, and government operations. While most of the measures are not applicable to the project as the completed project will not create air pollutant sources beyond what already exists from existing traffic use of the road, the project will not conflict with or obstruct implementation of the applicable air quality plans as the project will improve the performance and efficiency of traffic movement. The additional truck climbing lane will alleviate congestion caused by passenger cars being trapped behind slow-moving trucks climbing Kirker Pass Road and would be expected to reduce congestion-related tailpipe emissions. Therefore, project impacts will be **less than significant**.

*b) Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

Both the state and federal governments have established health-based Ambient Air Quality Standards for six criteria air pollutants: carbon monoxide (CO), ozone (O<sub>3</sub>), nitrogen dioxide (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), lead (Pb), and suspended particulate matter (PM). These standards are designed to protect the health and welfare of the populace with a reasonable margin of safety. The Bay Area is under nonattainment status for State 1-hour and 8-hour ozone standards. In addition, the Bay Area was designated as a nonattainment area for the federal 8-hour ozone standard. The Bay

Area is also considered a nonattainment area for PM<sub>2.5</sub> at the state level and an attainment area at the federal level.

To meet these standards the BAAQMD has established project level thresholds for reactive organic gases (ROG), nitrogen oxides (NO<sub>x</sub>), and particulate matter 2.5 (PM<sub>2.5</sub>). ROG is formed from combustion of fuels and evaporation of organic solvents. ROG is an ozone precursor and a prime component of the photo-chemical reaction that forms ozone. NO<sub>x</sub> refers to the compounds of NO<sub>2</sub>, a reddish-brown gas, and nitric oxide (NO), a colorless, odorless gas, that are formed from fuel combustion under high temperature or pressure. NO<sub>x</sub> is a primary component of the photo-chemical smog reaction. PM<sub>2.5</sub> refers to fine suspended particulate matter with an aerodynamic diameter of 2.5 microns or less, and particulate matter 10 (PM<sub>10</sub>) refers to coarse particles that are larger than 2.5 microns but smaller than 10 microns.

According to the BAAQMD's *CEQA Air Quality Guidelines* (~~2012~~2017), to meet air quality standards for construction-related and operational-related criteria air pollutant and air precursor impacts, the project must not:

1. Generate construction emissions of ROG, NO<sub>x</sub> or PM<sub>2.5</sub> greater than 54 pounds per day or PM<sub>10</sub> exhaust emissions greater than 82 pounds per day;
2. Contribute to CO concentrations exceeding the state ambient air quality standards (for operational-related); or
3. Generate operation emissions of ROG, NO<sub>x</sub> or PM<sub>2.5</sub> of greater than 10 tons per year or 54 pounds per day or PM<sub>10</sub> emissions greater than 15 tons per year or 82 pounds per day.

During construction, short-term degradation of air quality may occur due to the release of particulate emissions generated by excavation, grading, hauling, and other activities. Emissions from construction equipment are also anticipated and would include CO, NO<sub>x</sub>, ROG, directly-emitted particulate matter (PM<sub>2.5</sub> and PM<sub>10</sub>), and toxic air contaminants (TACs) such as diesel exhaust particulate matter. Site preparation and project construction would involve grading and paving activities. Construction-related effects on air quality from the proposed project would be greatest during the site preparation phase because most engine emissions are associated with the excavation, handling, and transport of soils on the site. Sources of fugitive dust would include disturbed soils at the construction site. PM<sub>10</sub> emissions would depend on soil moisture, silt content of soil, wind speed, and the number of equipment pieces operating on-site. Larger dust particles would settle near the source, while fine particles would be dispersed over greater distances from the construction site. Water or other soil stabilizers can be used to control dust, resulting in emission reductions of 50 percent or more. The BAAQMD has established standard measures for reducing fugitive dust emissions (PM<sub>10</sub>). With the

implementation of standard construction measures such as frequent watering (e.g., two times per day at a minimum), fugitive dust emissions from construction activities would not result in adverse air quality impacts.

In addition to dust-related PM<sub>10</sub> emissions, construction equipment powered by gasoline and diesel engines would generate CO, SO<sub>2</sub>, NO<sub>x</sub>, VOCs and some soot particulate (PM<sub>2.5</sub> and PM<sub>10</sub>) in exhaust emissions. These emissions would be temporary and limited to the immediate area surrounding the construction sites. Construction emissions for the project were calculated using the Road Construction Emissions Model v. 7.1.5.1, developed by the Sacramento Metropolitan Air Quality Management District. Construction will likely occur over two construction seasons, during the months of April through October, in ~~2018 2019~~ and ~~2019 2020~~, for a total duration of approximately 12 months. Construction-related emissions for the project are shown in Table 1.

**Table 1: Project Construction Emissions in Pounds Per Day**

<b>Project Construction</b>	<b>ROG</b>	<b>NO<sub>x</sub></b>	<b>CO</b>	<b>Exhaust PM<sub>2.5</sub></b>	<b>Exhaust PM<sub>10</sub></b>
Average Daily Emissions	5.5	52.6	26.8	2.7	2.7
BAAQMD Thresholds	54.0	54.0	NA	54.0	82.0
<b>Exceed Threshold?</b>	<b>No</b>	<b>No</b>	<b>NA</b>	<b>No</b>	<b>No</b>

Source: LSA Associates, Inc., 2015.

As shown in Table 1, average daily construction emissions would not exceed the BAAQMD’s numeric threshold for ROG, NO<sub>x</sub> or particulate matter exhaust emissions. However, in order to reduce fugitive dust emissions to a less-than-significant level, the following BAAQMD Construction Mitigation Measures (~~20122017~~) would be implemented.

**MITIGATION MEASURE AIR-1:**

Consistent with the Construction Mitigation Measures required by the BAAQMD, the following actions shall be incorporated into construction contracts and specifications for the project:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

3. All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
8. A publicly visible sign shall be posted with the telephone number and contact information for the designated on-site construction manager available to receive and respond to dust complaints. This person shall report all complaints to Contra Costa County and take immediate corrective action as soon as practical but not more than 48 hours after the complaint is received. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

The paving associated with the modified project would be performed consistent with the schedule identified for the previous project. The air quality analysis conducted for the previous project assumed a 1.35 month paving duration. Paving activities associated with the modified project would be conducted within the same timeframe using the same equipment previously assumed in the air quality analysis. Therefore, the modified project would not result in new or worsening air quality impacts.

### **Localized CO Impacts**

The BAAQMD has established a screening methodology that provides a conservative indication of whether implementation of a proposed project would result in significant CO emissions. According to the BAAQMD's *CEQA Air Quality Guidelines*, a proposed project would result in a less-than-significant impact to localized CO concentrations if the following screening criteria are met:

1. The project is consistent with an applicable congestion management program established by the county congestion management agency for designated roads or highways, and the regional transportation plan and local congestion management agency plans.

2. The proposed project would be expected to alleviate congestion on roadways and not increase traffic volumes. Therefore, the project would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour, nor would it increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, or below-grade roadway).

The proposed project would not conflict with the Contra Costa County Transportation Authority's Congestion Management Program for designated roads or highways, a regional transportation plan, or other agency plans (CCTA [20132017](#)). Therefore, the proposed project would not result in localized CO concentrations that exceed state or federal standards. Further, the proposed project would consist of a dedicated truck climbing lane. The roadway project would help alleviate congestion caused by passenger cars being trapped behind slow-moving trucks climbing Kirker Pass Road and would be expected to reduce congestion-related tailpipe emissions. Therefore, project impacts will be **less than significant with mitigation incorporated**.

- c) *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*

CEQA defines a cumulative impact as two or more individual effects, which when considered together, are considerable or which compound or increase other environmental impacts. According to the BAAQMD, air pollution is largely a cumulative impact and no single project is sufficient in size itself to result in nonattainment of ambient air quality standards. In developing the thresholds of significance for air pollutants used in the analysis above, the BAAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. The BAAQMD *CEQA Air Quality Guidelines* ([20122017](#)) indicate that if a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. Therefore, if a project's daily average or annual emissions of operational-related criteria air pollutants exceed any applicable threshold established by the BAAQMD, the proposed project would result in a cumulatively significant impact. Because the project would likely reduce operational emissions with improved traffic flow (less congestion resulting from slower moving trucks), the proposed project would not exceed established thresholds for regional emissions or make a cumulatively considerable contribution to regional air quality impacts. The addition of the overlay would not result in cumulative impacts as it is a road surface treatment. Construction-related impacts from the project and additional

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overlay would not result in cumulative impacts as it will be of temporary duration. Therefore, project impacts will be **less than significant**.

*d) Would the project expose sensitive receptors to substantial pollutant concentrations?*

Sensitive receptors are defined as residential uses, schools, daycare centers, nursing homes, and medical centers, and other high-risk receptors. Individuals particularly vulnerable to diesel particulate matter (DPM) are children, with lung tissue that is still developing, and the elderly, who may have serious health problems that can be aggravated by exposure to DPM. Health risks from toxic air contaminants (TACs) such as construction diesel emissions are a function of both concentration and duration of exposure. Construction diesel emissions are temporary, affecting an area for a period of days or perhaps weeks throughout the construction period. Additionally, construction-related sources are mobile and transient in nature and the emissions occur with the project site with concentration dispersing rapidly with distance. Implementation of Mitigation Measure AIR-1 would help to reduce construction pollutant concentrations.

The closest sensitive receptor in the project vicinity is a residence located approximately 200 feet east of Kirker Pass Road on Hess Road ~~on the northern end of the project boundary~~. Residents could be temporarily exposed to diesel engine exhaust during the construction period due to the operation of construction equipment. The BAAQMD CEQA significance threshold for potential effects of DPM applies to the hypothetical exposure of a person continuously for 70 years. The duration of the construction period is expected to be a total of 12 months spread over two construction seasons which is relatively short when compared to the 70-year risk exposure period. Additionally, the 12 month duration would cover the entire ~~1.2~~ mile length of the project, which includes the additional pavement overlay in that timeframe, therefore emission concentrations at any one receptor location would have a much shorter duration. Therefore, due to the short duration of the construction period and the dispersion of project construction emissions, health risk impacts associated with project construction would be less than significant. Additionally, with implementation of Mitigation Measure AIR-1, which is consistent with BAAQMD guidelines, health risks from construction emissions of DPM would be less than significant. Therefore, project impacts will be **less than significant with mitigation**.

*e) Would the project create objectionable odors affecting a substantial number of people?*

The proposed project would include the addition of a truck climbing lane on Kirker Pass Road and additional pavement overlay. There may be odors associated with project construction, but these will be limited and temporary in nature therefore, project impacts will be **less than significant**.

## Greenhouse Gas Emissions

- a) *Would the project generate greenhouse gas emissions either directly or indirectly, that may have a significant impact on the environment?*

Construction activities, such as site preparation, site grading, on-site heavy-duty construction vehicles, equipment hauling materials to and from the site, and motor vehicles transporting the construction crew would produce combustion emissions from various sources. During construction of the project, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically uses fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O. Furthermore, CH<sub>4</sub> is emitted during the fueling of heavy equipment. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

Using the Road Construction Emissions Model, it is estimated that the project would generate approximately 876 metric tons of CO<sub>2</sub>e during construction of the project. Although the BAAQMD does not have a threshold for construction-related greenhouse gas emissions, implementation of the BAAQMD's construction mitigation measures would reduce greenhouse gas emissions by requiring that all engines are properly maintained and by reducing the idling times of construction equipment. Implementation of Mitigation Measure AIR-1 (see Air Quality section) would ensure that construction emissions impacts due to the project are **less than significant with mitigation incorporated**.

- b) *Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

As discussed above and in the Air Quality section, implementation of the air pollution control measures will minimize air quality impacts which are consistent with the BAAQMD air quality plans on achieving GHG emission reductions. Therefore, project impacts will still be **less than significant**.



## Transportation/Traffic

a) *Would the project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including by not limited to intersection, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit?*

The constructed project, including the additional overlay, will not conflict with applicable plans, ordinances or policies establishing measures of effectiveness for the performance of the circulation system since the purpose of the project is to create a truck lane that will allow for better traffic flow and will not lead to adverse changes in truck routing.

After reviewing the 2009-2018 Contra Costa Countywide Bicycle and Pedestrian Plan, County Public Works Staff has determined that the project, including the additional overlay, will not interfere with the County bicycle plan as Kirker Pass Road within the project segment is not designated as a bicycle facility but designated as a proposed Class II facility (CCTA 20092018). Once the project is completed the new paved shoulders ~~could include~~ would accommodate a future class II bike lane ~~in the future~~.

While the constructed project will improve traffic circulation and will not interfere with other modes of motorized and non-motorized transportation, construction of the project will temporarily disrupt traffic circulation as it will result in traffic congestion and delays from one-way road closures. The additional overlay will not result in added traffic impacts as the overlay will be conducted in the same timeframe. Construction activities will be generally limited to the hours between 7:00 a.m. to 5:00 p.m. Monday through Friday. Traffic control will be in place to accommodate morning and evening commute traffic.

In order to ensure traffic impacts are minimized during construction activities, the project contract specifications will require the contractor to implement the following avoidance measures:

### **AVOIDANCE MEASURE TRA-1:**

1. No full lane closures allowed during commute hours; at off-peak hours one lane of Kirker Pass Road may be temporarily closed during active construction; reopening of lanes at the end of each working day.
2. Temporary lane closures may be scheduled at times of minimal traffic volumes such as nights, weekends, and off-commute hours where low traffic volumes are expected.



3. Traffic control including flaggers will be used as warranted to adjust flow as vehicle volume increases in either direction.
4. Placement of construction zone speed limits.
5. Advance letter notification to local emergency response services to allow them to plan for alternate routes.
6. Emergency vehicle access at all times.
7. Letter notification to local residents seven calendar days in advance of construction and road closure start date(s).
8. Publish press release in local newspapers seven days before construction start date.
9. Placement of portable changeable message signs at various locations in project vicinity with construction start and road closure dates and period at least seven calendar days in advance of start dates.
10. Provide accessibility to driveways to properties outside the project area throughout the project.

In addition, County Design and Construction Division staff will coordinate with the City of Concord and the Concord Pavilion as early as possible to minimize disruption to any scheduled events. Project impacts will be less than significant with these avoidance measures in place.

- b) *Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?*

The constructed project, including the additional overlay, will not conflict with a congestion management program as the purpose of the project is to improve the existing traffic flow along the roadway for trucks and cars. While there will be additional traffic generated during project construction from construction-related vehicles, the traffic increases are short-term. Therefore, project impacts will be **less than significant**.

- c) *Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*

The project, including the additional overlay, will not result in a change in air traffic patterns as there will be no increase in traffic levels or change in location that would pose a substantial safety risk. Therefore, the project will have **no impact**.

d) *Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

The constructed project, including the additional overlay, will not substantially increase hazards due to a design feature as the purpose of the project is to improve traffic flow along the roadway. During construction the project contract specifications will require the contractor to implement the avoidance measures above to minimize potential construction impacts; therefore project impacts will be **less than significant**.

e) *Would the project result in inadequate emergency access?*

The constructed project, including the additional overlay, would not result in inadequate emergency access. However, project construction could interfere with emergency access. The project contract specifications will include the measures listed in Avoidance Measure TRA-1 above to minimize potential impacts. Therefore, project impacts will be **less than significant**.

f) *Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?*

As discussed above, the project, including the additional overlay, will not disrupt any current or planned public transit, bicycle, or pedestrian facilities planned along Kirker Pass Road within the project segment. While Kirker Pass Road willis not be designated as a current bicycle facility, the 2018 Countywide Bicycle and Pedestrian Plan Update identifies Kirker Pass Road from the City of Concord to the City of Pittsburg as a Class II bicycle facility. The completed project will provide widened paved shoulders forthat will accommodate future Class II bike lanes which is consistent with County transportation policies (Contra Costa County 2005I, CCTA 2009, 20142018). Therefore, the project will have **no impact**.

**CONTRA COSTA COUNTY ADDENDUM FINDINGS for the  
MITIGATED NEGATIVE DECLARATION for the  
KIRKER PASS ROAD NORTHBOUND TRUCK CLIMBING LANE PROJECT**

The following information is added to the previous MND and is presented to comply with Section 15091 of the CEQA Guidelines for the MND:

1. **Environmental Effect:** Modifications to the Air Quality, Greenhouse Gas Emissions, and Transportation/Traffic sections as described in this Addendum are minor technical changes or additions to the project and will not result in any additional environmental effects not previously discussed.

**Findings:** There are no significant environmental impacts associated with the minor technical changes or additions for the proposed activity for which this **Addendum** was prepared.

**Statement of Facts:**

- a. The project to be developed pursuant to this **Addendum** to the MND for the Kirker Pass Road Northbound Truck Climbing Lane Project is substantially similar to the project analyzed in the MND.
- b. The MND for the Kirker Pass Road Northbound Truck Climbing Lane Project consists of the MND, comments received, responses to the comments raised, and this **Addendum**. The MND was completed in compliance with CEQA.
- c. There are no substantial changes in the project, pursuant to CEQA Guidelines Section 15162 (a)(1), that require major revisions of the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The project is substantially similar to the project analyzed in the MND.
- d. There are no substantial changes with respect to the circumstances, pursuant to CEQA Guidelines Section 15162 (a)(2), under which the project is undertaken which require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Those circumstances remain substantially similar to the circumstances analyzed in the MND.
- e. There is no new information of substantial importance, pursuant to CEQA Guidelines Section 15162 (a)(3), which shows that the project will have one or

more significant effects not previously discussed in the MND.

- f. None of the conditions calling for the preparation of a subsequent or supplemental EIR have occurred (see items 1c - e above). Therefore, it is appropriate to adopt this **Addendum** to the MND to make the minor technical changes and additions discussed in this document (CEQA Guidelines 15164). This **Addendum** shall be considered along with the MND prior to the Board of Supervisors making a decision on the minor technical changes or additions to the project, and in considering these changes or additions, the Board is considering the identical or substantially similar underlying project.

The findings are supported by substantial evidence in the administrative record and are based on the MND for the Kirker Pass Road Northbound Truck Climbing Lane Project, which was subject to public review.

In accordance with CEQA Guidelines Section 15164(d), the County Board of Supervisors shall consider this **Addendum** along with the MND prior to making a decision on the project. According to CEQA Guidelines Section 15164(c) an Addendum does not require circulation for public review but can be included in or attached to the MND. This **Addendum** is attached to the MND for the Kirker Pass Road Northbound Truck Climbing Lane Project (CP# 15-04; SCH# 2016082079).

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Enclosures

c:

# CALIFORNIA ENVIRONMENTAL QUALITY ACT

## NOTICE OF DETERMINATION

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

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

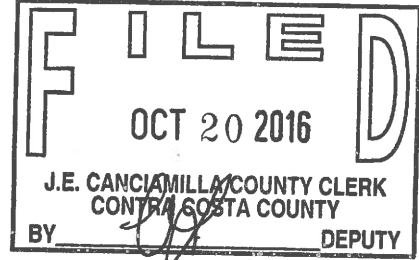
County Clerk  
 County of: Contra Costa

**State Clearinghouse Number:** SCH# 2016082079

**Project Title:** Kirker Pass Northbound Truck Climbing Lane  
Project No. 0662-6R4052, CP# 15-04

**Project Applicant:** Contra Costa County Public Works Department

**Project Location:** Kirker Pass Road between Clearbrook Drive in the City of Concord and the northern Hess Road intersection in central-eastern Contra Costa County.



**Project Description:** The Contra Costa County Public Works Department (PWD) proposes to provide a truck climbing lane along Kirker Pass Road between Clearbrook Drive in the City of Concord and the northernmost Hess Road intersection. Kirker Pass Road is a four-lane principal arterial and route of regional significance between Central and East Contra Costa County. The roadway connects the City of Concord on the southwest end, through the Meridian Hills, to the City of Pittsburg on the northeast end. The purpose of the project is to provide a northbound truck climbing lane and paved shoulders for future Class II bike lanes. The project is needed to improve safety for motorists and bicyclists along this stretch of road. The road is frequently used by commuters and has heavy truck traffic. With sustained grades steeper than 8 percent, trucks are unable to match the speed of other vehicles on the roadway, causing significant congestion and creating a safety hazard. Project elements will include roadway widening for the truck climbing lane, paved shoulders for future Class II bike lanes, relocation of drainage features, retaining wall construction; installation of signage and striping; construction of two bioretention areas; roadway conforms due to change in grade; and relocation of other existing roadside features. An open grade asphalt concrete (OG AC) overlay will be placed on the southbound and northbound lanes as part of the project, within the project limits. Standard construction equipment will be used, including but not limited to: excavators, graders, scrapers, loaders, sweepers/scrubbers, plate compactors, rollers, backhoes, cranes, drill rigs, and pavers. Disturbed areas will be stabilized following construction to ensure appropriate erosion and sediment control. Construction activities will generally be limited to the hours between 7:00 a.m. to 5:00 p.m. with noise-generating activities focused between 8:00 a.m. to 5:00 p.m.; however, there will be limited night work as necessary. Construction is expected to begin in 2018 and may require two construction seasons. Real Property transactions, including right-of-way acquisition may be necessary in support of this project. General Plan Conformance may be necessary from the City of Concord.

The project was approved on:

1. The project  will  will not] have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures  were  were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan  was  was not] adopted for this project.
5. A statement of Overriding Considerations  was  was not] adopted for this project.
6. Findings  were  were not] made pursuant to the provisions of CEQA.

Notice of Determination sent to Office of Planning and Research.\*

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at:

Contra Costa County Public Works Department 925-313-2000  
255 Glacier Drive, Martinez, CA 94553

Signature (Contra Costa County): [Signature] Title: Principal Planner

Date: Aug. 23, 2016 Date Received for filing at OPR: \_\_\_\_\_

### AFFIDAVIT OF FILING AND POSTING

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

Signature \_\_\_\_\_ Title: \_\_\_\_\_

<p><b>Applicant:</b>                  Public Works Department                  255 Glacier Drive                  Martinez, CA 94553                  Attn: Leigh Chavez  <b>Environmental Services Division</b>                  Phone: (925) 313-2366</p>	<p><b>Department of Fish and Game Fees Due</b></p> <p><input type="checkbox"/> EIR - \$3,070.00  <input checked="" type="checkbox"/> Neg. Dec. - \$2,210.25  <input type="checkbox"/> DeMinimis Findings - \$0  <input checked="" type="checkbox"/> County Clerk - \$50  <input checked="" type="checkbox"/> Conservation &amp; Development - \$25</p>	<p><b>Total Due:</b> \$ _____  <b>Total Paid:</b> \$ _____                  Receipt #: _____</p>
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\*Notice of Determination may be sent by fax to (916) 323-3018, if followed up with a duplicate mailed copy.



State of California - Department of Fish and Wildlife  
**2016 ENVIRONMENTAL FILING FEE CASH RECEIPT**  
 DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER:  
 07 — 10202016 — 338  
 STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY Contra Costa County Public Works Department	LEAD AGENCY EMAIL	DATE 10/20/2016
COUNTY/STATE AGENCY OF FILING Contra Costa	DOCUMENT NUMBER 2016-0000428	

PROJECT TITLE  
 Kirker Pass Northbound Truck Climbing Lane Project No. 0662-6R4052 , CP # 15-04

PROJECT APPLICANT NAME Contra Costa County Public Works Department	PROJECT APPLICANT EMAIL	PHONE NUMBER (925) 313-2000
PROJECT APPLICANT ADDRESS 255 Glacier Drive	CITY Martinez	STATE CA
		ZIP CODE 94553

PROJECT APPLICANT (Check appropriate box)

Local Public Agency     School District     Other Special District     State Agency     Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,070.00	\$	0.00
<input checked="" type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,210.25	\$	2,210.25
<input type="checkbox"/> Certified Regulatory Program document (CRP)	\$1,043.75	\$	0.00
<input type="checkbox"/> Exempt from fee			
<input type="checkbox"/> Notice of Exemption (attach)			
<input type="checkbox"/> CDFW No Effect Determination (attach)			
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)			
<hr/>			
<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$	0.00
<input checked="" type="checkbox"/> County documentary handling fee		\$	50.00
<input type="checkbox"/> Other		\$	

PAYMENT METHOD:

Cash     Credit     Check     Other    **TOTAL RECEIVED** \$ 2,260.25

SIGNATURE 	AGENCY OF FILING PRINTED NAME AND TITLE V. Loredo, Deputy Clerk
---------------	--

County Receipt Number 2741216



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 18, 2016

Subject: APPROVE the Kirker Pass Northbound Truck Climbing Lane Project and related actions under the California Environmental Quality Act, Concord area.

---

**RECOMMENDATION(S):**

1. APPROVE the Kirker Pass Northbound Truck Climbing Lane Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Concord area. [Project No. 0662-6R4052] DCD-CP# 15-04 (Districts IV, V), and
2. FIND, on the basis of the whole record, including the proposed Initial Study/Mitigated Negative Declaration and any comments received and staff responses thereto, that there is no substantial evidence the Project may have significant effect on the environment, and that the Mitigated Negative Declaration reflects the independent judgment and analysis of the lead agency, Contra Costa County (County).
3. ADOPT the Mitigated Negative Declaration and Mitigation and Monitoring Reporting Program for the Project.
4. SPECIFY that the Contra Costa County Public Works Director is the custodian of the documents and other material that constitute the record of proceedings upon which the Board's decision is based, and that the record of proceedings is located at 255 Glacier Drive, Martinez, CA.
5. DIRECT the Director of Conservation and Development to file a Notice of Determination with the County Clerk, and

- 
- |  |  |
|--|--|
| <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: **10/18/2016**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: October 18, 2016

Contact: Leigh Chavez,  
925-313-2366

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

By: , Deputy

cc: Liza Mangabay, Nancy Wein, Leigh Chavez

RECOMMENDATION(S): (CONT'D)

5. AUTHORIZE the Public Works Director to arrange for payment of \$2,210 for California Department of Fish and Wildlife filing fee, a \$50 fee to the County Clerk for filing the Notice of Determination, and a \$25 fee to Department of Conservation and Development for processing.

FISCAL IMPACT:

This Project is funded by 40% Local Funds, 34% Measure J Funds, 15% Surface Transportation Improvement Program, 11% State Match.

BACKGROUND:

The purpose of the Project is to provide a northbound truck climbing lane and paved shoulders for future Class II bike lanes. The Project is intended to improve circulation for motorists and bicyclists along this stretch of road. The road is frequently used by commuters and has heavy truck traffic. With sustained grades steeper than 8 percent, trucks are unable to match the speed of other vehicles on the roadway, causing significant congestion and impacting traffic flow. Project elements will include roadway widening for the truck climbing lane, paved shoulders for future Class II bike lanes, relocation of drainage features, retaining wall construction; installation of signage and striping; construction of two bioretention areas; roadway conforms due to change in grade; and relocation of other existing roadside features. An open grade asphalt concrete overlay will be placed along the southbound and northbound lanes.

Construction is expected to begin in 2018 and may require two construction seasons. Area residents will be notified in advanced of start of construction. Standard construction equipment will be used, including but not limited to: excavators, graders, scrapers, loaders, sweepers/scrubbers, plate compactors, rollers, backhoes, cranes, drill rigs, and pavers. Construction activities will generally be limited to the hours between 7:00 a.m. to 5:00 p.m. with noise-generating activities focused between 8:00 a.m. to 5:00 p.m.; however, there will be limited night work as necessary. Disturbed areas will be stabilized following construction to ensure appropriate erosion and sediment control.

Real Property transactions, including right-of-way acquisition and temporary construction easements for access and staging areas and permanent easements for access and maintenance may be necessary in support of this project.

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

CEQA-NOD

Initial Study.Mitigated Negative Declaration

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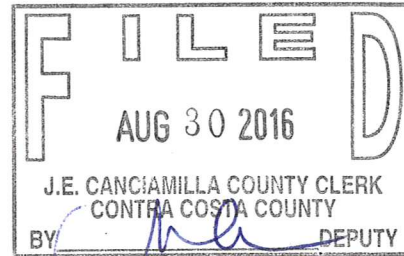


**Department of  
Conservation and  
Development**

30 Muir Road  
Martinez, CA 94553

Phone: 1-855-323-2626

**Contra  
Costa  
County**



**John Kopchik**  
Director

**Aruna Bhat**  
Deputy Director

**Jason Crapo**  
Deputy Director

**Maureen Toms**  
Deputy Director

**Kara Douglas**  
Assistant Deputy Director

**Victoria Mejia**  
Business Operations Manager

**August 31, 2016**

**NOTICE OF PUBLIC REVIEW AND INTENT  
TO ADOPT A PROPOSED MITIGATED NEGATIVE DECLARATION**

**County File No. CP <sup>1</sup>05-04**

Pursuant to the State of California Public Resources Code and the "Guidelines for Implementation of the California Environmental Quality Act of 1970" as amended to date, this is to advise you that the Department of Conservation and Development of Contra Costa County has prepared an Initial Study for the following project:

**PROJECT NAME:** Kirker Pass Northbound Truck Climbing Lane

**LEAD AGENCY:** Contra Costa County Department of Conservation and Development

**APPLICANT:** Contra Costa County Public Works Department

**LOCATION:** Kirker Pass Road between Clearbrook Drive in the City of Concord and the northern Hess Road intersection in central-eastern Contra Costa County

**ZONING:** A-4 (Agricultural Preserve), A-2 (General Agriculture)

**DESCRIPTION:** Kirker Pass Road is a four-lane principal arterial and route of regional significance between Central and East Contra Costa County. The roadway connects the City of Concord on the southwest end, through the Meridian Hills, to the City of Pittsburg on the northeast end.

The purpose of the project is to provide a northbound truck climbing lane and paved shoulders for future Class II bike lanes. The project is intended to improve circulation for motorists and bicyclists along this stretch of road. The road is frequently used by commuters and has heavy truck traffic. With sustained grades steeper than 8 percent, trucks are unable to match the speed of other vehicles on the roadway, causing significant congestion and impacting traffic flow. Project elements will include roadway widening for the truck climbing lane, paved shoulders for future Class II bike lanes, relocation of drainage features, retaining wall construction; installation of signage and striping; construction of two bioretention areas; roadway conforms due to change in grade; and relocation of other existing roadside features. An open grade asphalt concrete overlay will be placed along the southbound and northbound lanes.

Construction is expected to begin in 2018 and may require two construction seasons. Standard construction equipment will be used, including but not limited to: excavators, graders, scrapers, loaders,

sweepers/scrubbers, plate compactors, rollers, backhoes, cranes, drill rigs, and pavers. Construction activities will generally be limited to the hours between 7:00 a.m. to 5:00 p.m. with noise-generating activities focused between 8:00 a.m. to 5:00 p.m.; however, there will be limited night work as necessary. Disturbed areas will be stabilized following construction to ensure appropriate erosion and sediment control.

Real Property transactions, including right-of-way acquisition and temporary construction easements for access and staging areas and permanent easements for access and maintenance may be necessary in support of this project.

**ENVIRONMENTAL EFFECTS:** The Initial Study (IS) for the proposed project identified potentially significant impacts in the environmental area of Air Quality, Biological Resources, Cultural Resources, Greenhouse Gas, Hazards and Hazardous Materials, Noise, and Transportation/Traffic sections. Environmental analysis determined that measures were available to avoid and mitigate potential adverse impacts to insignificant levels. As a result, a Mitigated Negative Declaration (MND) has been prepared pursuant to Public Resources Code Section 21080(c), 21063.5, and Article 6 of the California Environmental Quality Act (CEQA) Guidelines.

Pursuant to the requirements of CEQA (CEQA Guidelines Section 15071) the Initial Study/Mitigated Negative Declaration (IS/MND) describes the proposed project; identifies, analyzes, and evaluates the potential significant environmental impacts, which may result from the proposed project; and identifies measures to mitigate adverse environmental impacts. Mitigations identified in this document designed for the proposed project will ensure that the project will not cause a significant impact on the environment.

A copy of the IS/MND may be reviewed at the Contra Costa County Public Works Department, 255 Glacier Drive, Martinez, during normal business hours. You may also view the IS/MND on the County's webpage: <http://www.co.contra-costa.ca.us/4629/Public-Notices>. All documents referenced in the IS/MND are available on request.

**PUBLIC COMMENT PERIOD:** The 30-day public comment period for accepting comments on the adequacy of the environmental document is from **August 31, 2016 to September 29, 2016**. Any comments should be in writing and submitted to the following address and/or email address:

Claudia Gemberling, Environmental Analyst II  
Contra Costa County Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
[Claudia.Gemberling@pw.cccounty.us](mailto:Claudia.Gemberling@pw.cccounty.us)

It is anticipated that the proposed IS/MND will be considered for adoption at the County Board of Supervisors meeting on **October 18, 2016**. To confirm the Board date, please contact Claudia Gemberling at (925) 313-2192.

  
\_\_\_\_\_  
Lead Agency Representative  
Contra Costa County Department of Conservation and Development

8-26-16  
Date



**PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE**

Project # **0662-6R4052**  
CP# **15-04**

PROJECT NAME: **Kirker Pass Road Northbound Truck Climbing Lane Project**

PREPARED BY: Leigh Chavez *JLB*

DATE: **August 16, 2016**

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECOMMENDATIONS:

Categorical Exemption

Negative Declaration

Environmental Impact Report Required

Conditional Negative Declaration

**The project will not have a significant effect on the environment. The recommendation is based on the following:** There is no substantial evidence that the project or any of its aspects may cause a significant effect on the environment pursuant to Section 15063 (b) (2) of the CEQA Guidelines.

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

USGS Quad Sheet: <b>Clayton</b>	Base Map Sheet #: <b>J-18</b>	Parcel #: <b>N/A</b>
------------------------------------	----------------------------------	-------------------------

**GENERAL CONSIDERATIONS:**

**1. Location:** The project is located in East Contra Costa County, along Kirker Pass Road from Clearbrook Drive in the City of Concord to the northern Hess Road intersection. (*Figs. 1-3*)

**2. Project Description:**

The Contra Costa County Public Works Department (PWD) proposes to provide a truck climbing lane along Kirker Pass Road between Clearbrook Drive in the City of Concord and the northernmost Hess Road intersection. Kirker Pass Road is a four-lane principal arterial and route of regional significance between Central and East Contra Costa County. The roadway connects the City of Concord on the southwest end, through the Meridian Hills, to the City of Pittsburg on the northeast end. The purpose of the project is to provide a northbound truck climbing lane and paved shoulders for future Class II bike lanes. The project is needed to improve safety for motorists and bicyclists along this stretch of road. The road is frequently used by commuters and has heavy truck traffic. With sustained grades steeper than 8 percent, trucks are unable to match the speed of other vehicles on the roadway, causing significant congestion and creating a safety hazard. Project elements will include roadway widening for the truck climbing lane, paved shoulders for future Class II bike lanes, relocation of drainage features, retaining wall construction; installation of signage and striping; construction of two bioretention areas; roadway conforms due to change in grade; and relocation of other existing roadside features. An open grade asphalt concrete (OG AC) overlay will be placed on the southbound and northbound lanes as part of the project, within the project limits. Standard construction equipment will be used, including but not limited to: excavators, graders, scrapers, loaders, sweepers/scrubbers, plate compactors, rollers, backhoes, cranes, drill rigs, and pavers. Disturbed areas will be stabilized following construction to ensure appropriate erosion and sediment control. Construction activities will generally be limited to the hours between 7:00 a.m. to 5:00 p.m. with noise-generating activities focused between 8:00 a.m. to 5:00 p.m.; however, there will be limited night work as necessary and as approved by the Resident Engineer. Construction is expected to begin in 2018 and may require two construction seasons. Both temporary and permanent construction

easements and property rights may be necessary to construct the project, and other real property transactions and utility relocations may also be necessary in support of this project. At least one lane of traffic along Kirker Pass Road will be open at all times during construction activities.

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

yes  no  maybe (Nature of concern): \_\_\_\_\_

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

yes  no U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, U.S Fish and Wildlife Service, HCP/NCCP Conservancy

**5. Is the project within the Sphere of Influence of any city? Yes, the City of Concord**

# Kirker Pass Road North Bound Truck Climbing Lane Project

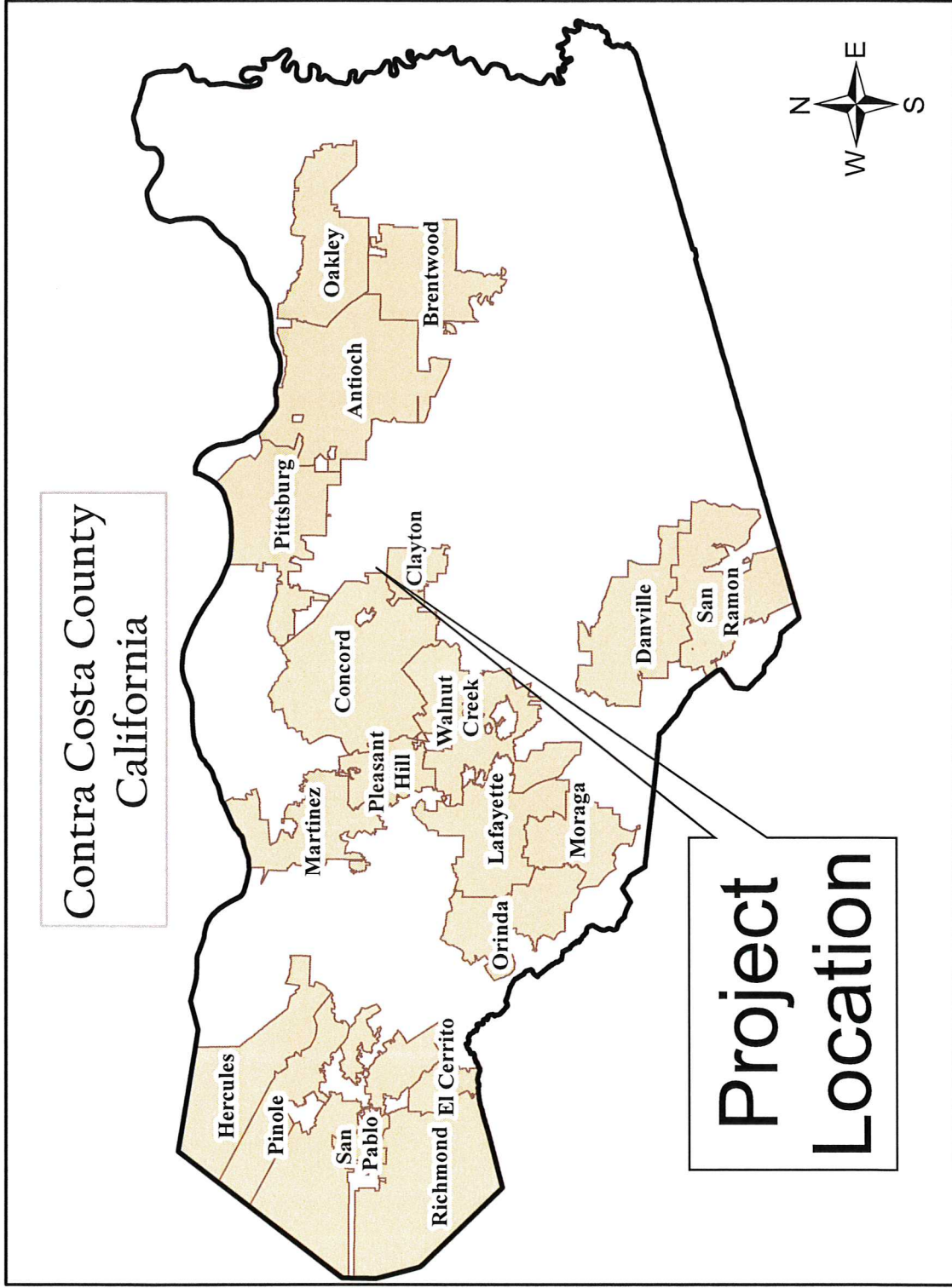


Figure 1



# Kirker Pass Road North Bound Truck Climbing Lane Project

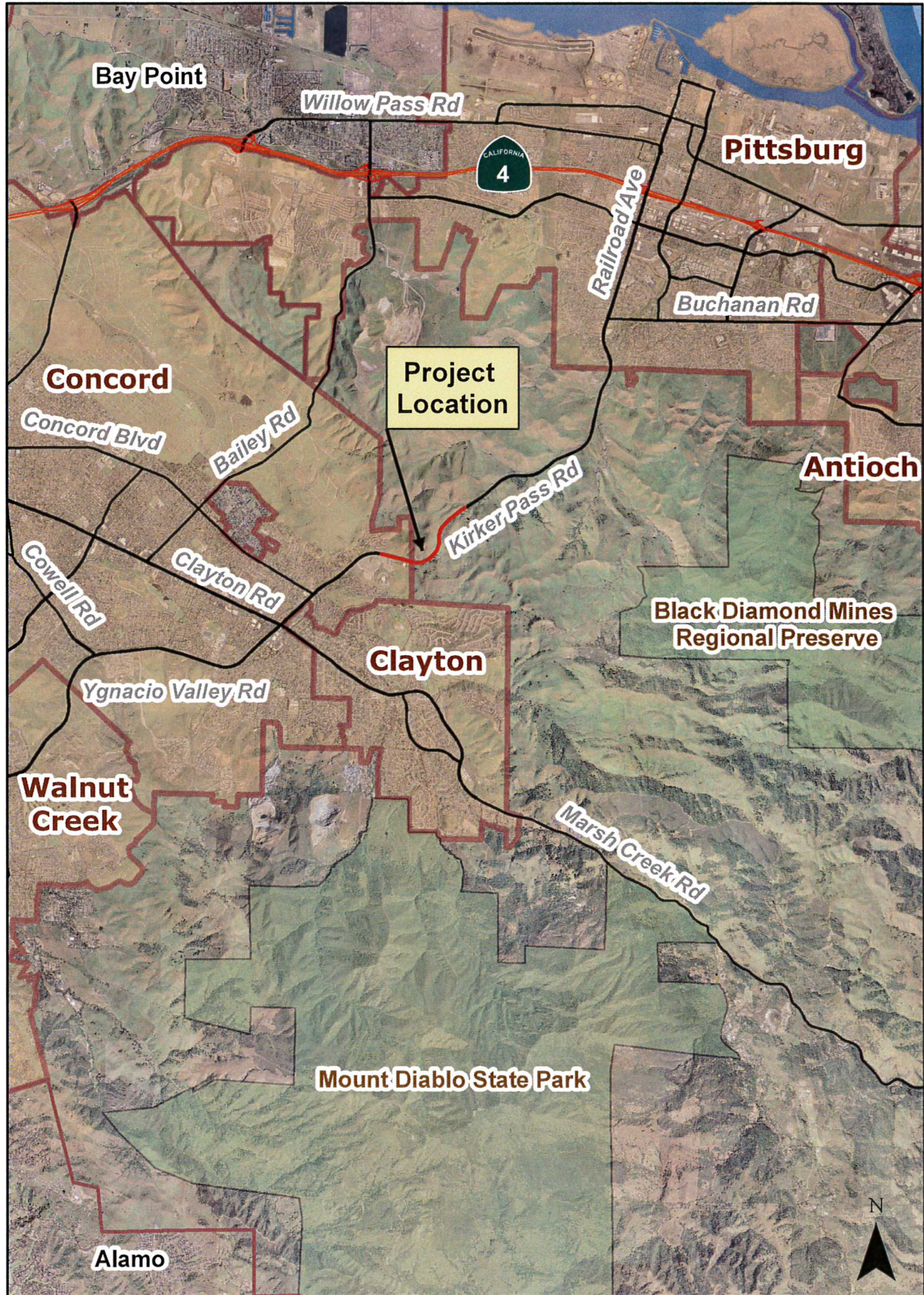


Figure 2



# Kirker Pass Road North Bound Truck Climbing Lane Project

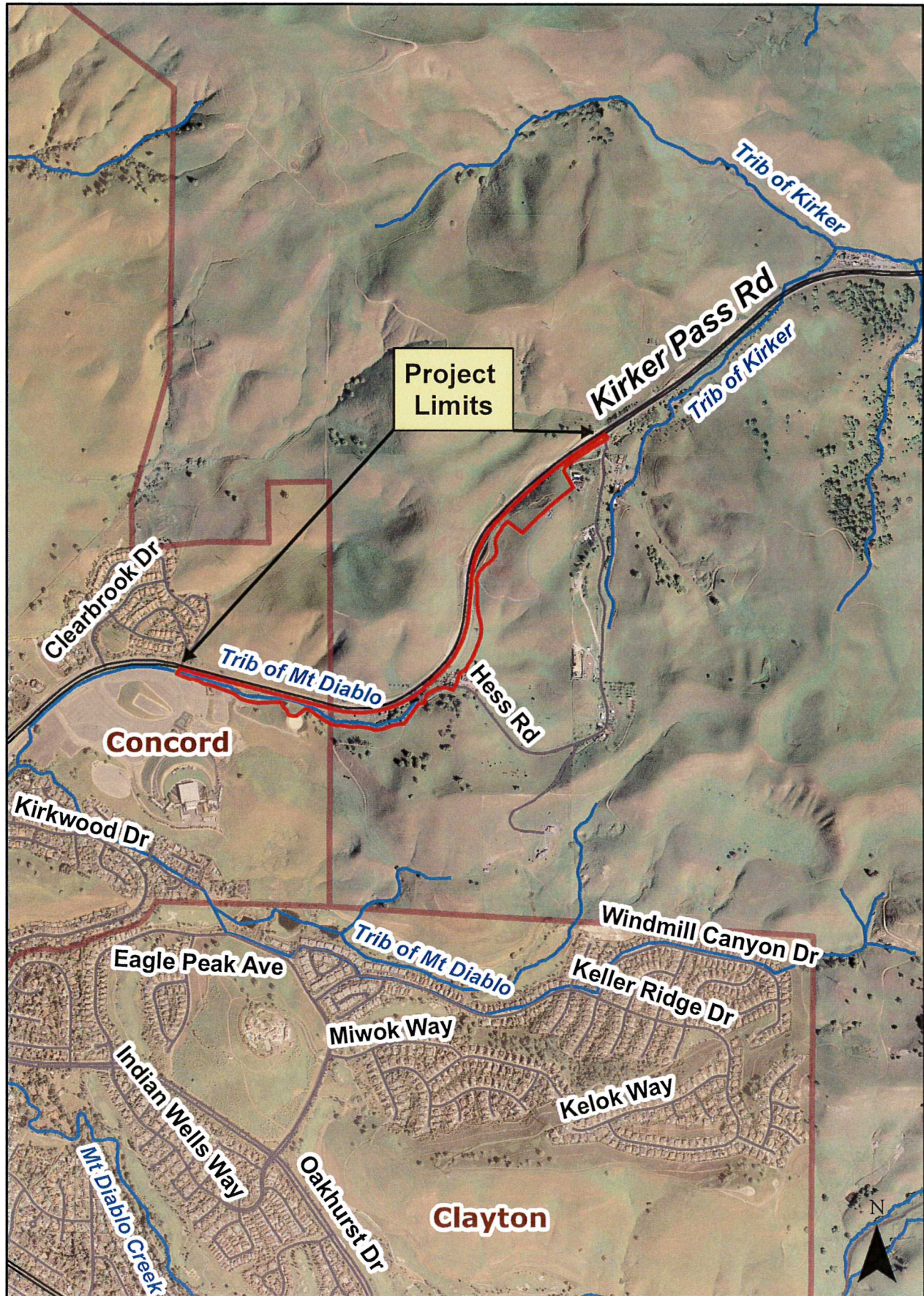


Figure 3



## Environmental Checklist Form

1. **Project Title:**  
Kirker Pass Road Northbound Truck Climbing Lane Project
2. **Lead Agency Name and Address:**  
Contra Costa County Department of Conservation and Development  
30 Muir Road, Martinez, CA 94553
3. **Contact Person and Phone Number:**  
Claudia Gemberling, Environmental Analyst, (925) 313-2192  
Contra Costa County Public Works Department
4. **Project Location:**  
The project is located along a 1.2 mile stretch of Kirker Pass Road, between Clearbrook Drive in the City of Concord to the northern Hess Road intersection in central-eastern Contra Costa County (Figures 1- 3).
5. **Project Sponsor's Name and Address:**  
Contra Costa County Public Works Department  
255 Glacier Drive, Martinez CA 94553
6. **General Plan Designation:**  
AL (Agricultural Lands)
7. **Zoning:**  
A-4 (Agricultural Preserve), A-2 (General Agriculture)
8. **Project Description:**  
The Contra Costa County Public Works Department (PWD) proposes to provide a truck climbing lane along a 1.2-mile section of Kirker Pass Road between Clearbrook Drive in the City of Concord and the northernmost Hess Road intersection. Kirker Pass Road is a four-lane principal arterial and route of regional significance between Central and East Contra Costa County. The roadway connects the City of Concord on the southwest end, through the Meridian Hills, to the City of Pittsburg on the northeast end.

The purpose of the project is to provide a northbound truck climbing lane and paved shoulders for future Class II bike lanes. The project is intended to improve circulation for motorists and bicyclists along this stretch of road. The road is frequently used by commuters and has heavy truck traffic. With sustained grades steeper than 8 percent, trucks are unable to match the speed of other vehicles on the roadway, causing significant congestion and impacting traffic flow. Project elements will include roadway widening for the truck climbing lane, paved shoulders for future Class II bike lanes, relocation of drainage features, retaining wall construction; installation of signage and striping; construction of two bioretention areas; roadway conforms due to change in grade; and relocation of other existing roadside features. An open grade asphalt concrete overlay will be placed along the southbound and northbound lanes.



Construction is expected to begin in 2018 and may require two construction seasons. Standard construction equipment will be used, including but not limited to: excavators, graders, scrapers, loaders, sweepers/scrubbers, plate compactors, rollers, backhoes, cranes, drill rigs, and pavers. Construction activities will generally be limited to the hours between 7:00 a.m. to 5:00 p.m. with noise-generating activities focused between 8:00 a.m. to 5:00 p.m.; however, there will be limited night work as necessary. Disturbed areas will be stabilized following construction to ensure appropriate erosion and sediment control.

9. **Surrounding Land Uses and Setting:**

The project is located within the northern foothills of Mount Diablo near Kirker Pass. In this location, Kirker Pass Road climbs steeply from the low-lying Clayton Valley, summits near Kirker Pass at an elevation of 965 feet, and descends toward the City of Pittsburg. The project area includes the paved northbound travel lanes of the existing road right-of-way, compacted gravel road shoulders, and steep canyon slopes and grade cuts that are located to the south of the road. The surrounding area is characterized by hilly grassland, undeveloped terrain north of the road and sparse rural development south of the road, with the Concord Pavilion located further south at the western end of the project.

10. **Other public agencies whose approval is required** (e.g. permits, financing, approval, or participation agreement):

Federal Highway Administration (FHWA), California Department of Transportation (Caltrans) Contra Costa Transportation Authority (CCTA), Regional Water Quality Control Board (RWQCB)-San Francisco Bay, California Department of Fish and Wildlife (CDFW)-Region 3, U.S. Army Corps of Engineers (USACE)-San Francisco District, U.S. Fish and Wildlife Service (USFWS), East Contra Costa County Habitat Conservancy (Habitat Conservancy).

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture and Forestry Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology/Soils
<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Hydrology/Water Quality
<input type="checkbox"/> Land Use/Planning	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise
<input type="checkbox"/> Population/Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation/Traffic	<input type="checkbox"/> Utilities/Service Systems	<input type="checkbox"/> Mandatory Findings of Significance

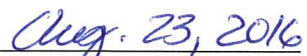
**DETERMINATION: (To be completed by the Lead Agency)**

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigations measures that are imposed upon the proposed project, nothing further is required.

  
 \_\_\_\_\_  
 Signature

Contra Costa County Department of Conservation and Development

  
 \_\_\_\_\_  
 Date

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EVALUATION OF ENVIRONMENTAL IMPACTS:

**I. AESTHETICS**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Contra Costa County has two main scenic resources in addition to many localized scenic features: (1) scenic ridges, hillsides, and rock outcroppings; and (2) the San Francisco Bay/Delta estuary system. Throughout much of the County, there are significant topographic variations in the landscape. The largest and most prominent of these are the hills that form the backdrop for much of the developed portions of the area. Views of these major ridgelines help to reinforce the rural feeling of the County’s rapidly growing communities (Contra Costa County 2005a).

a) *Would the project have a substantial adverse effect on a scenic vista?*

The project area generally consists of steep to moderately steep rolling, hilly topography dominated by ruderal and annual (non-native) grassland vegetation. The project area’s viewshed is primarily made up of cattle-grazed pastureland and hillsides. Following construction these will remain the primary views. The retaining walls will receive an architectural treatment such as exposed rock, textural wave, or vertical ribbing to provide textural interest to the otherwise plain concrete surface. The walls will be installed at the edges of existing stands of trees, many of which will be intentionally retained where possible. Based on the textural finish, retained trees, and remaining views of adjacent hillsides, the project will not substantially change the overall visual character of the area. Therefore, project impacts will be **less than significant**.

b) *Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

The project site is not located within a state scenic highway; however, Kirker Pass Road is designated as a Scenic Route (Caltrans 2015a; County General Plan 20051). The project is consistent with the Scenic Routes Implementation Measure 5-bh (County General Plan 20051) as the visual qualities and character of the roadway were considered during plan design and the design will remain consistent with the rural character of the area, despite the new retaining walls. Further, the purpose of the project is constructing a truck lane which will improve traffic flow on Kirker Pass Road, a benefit to the traveling public. Therefore, project impacts will be **less than significant**.

- c) *Would the project substantially degrade the existing visual character or quality of the site and its surroundings?*

The project will not substantially degrade the existing visual character or quality of the site and its surroundings as the project will be limited to areas immediately around the existing roadway and based on the textural retaining wall finish, retained trees, and persisting views of adjacent hillsides, the project will not substantially change the overall visual character of the area. Construction activities may degrade the visual character of this area but this impact will be limited and temporary. Therefore, project impacts will be **less than significant**.

- d) *Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?*

The constructed project will not introduce a new source of light or glare. The majority of construction will take place during the daylight hours; however, some night work will occur and must be approved by the County Resident Engineer who will be available to address any concerns. Therefore, project impacts will be **less than significant**.

## II. AGRICULTURE AND FOREST RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Would the project:

- |  |                          |                          |                                     |                                     |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d) Result in the loss of forest land or conversion of forest land to non-forest use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e) Involve other changes in the existing environment, which due to their location or nature, could result in conversion of farmland, to non-agricultural use <u>or</u> conversion of forest land to non-forest use?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

### ***Regulatory Background***

The Farmland Mapping and Monitoring Program (FMMP) was established in 1982 in response to a critical need for assessing the location, quality, and quantity of agricultural lands and conversion of these lands over time. FMMP is a non-regulatory program that provides a consistent and impartial analysis of agricultural land use and land use changes throughout California (California Department of Conservation [DOC] 2015).

In order to be shown on FMMP's Important Farmland Maps as Prime Farmland and Farmland of Statewide Importance the land must have been used for irrigated agricultural production at some time during the four years prior to the Important Farmland Map date and must meet physical and chemical soil criteria as determined by the Natural Resource Conservation Service. Prime Farmland has the best combination of physical and chemical features able to sustain long term agricultural production. This land has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Farmland of Statewide Importance is similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Unique Farmland consists of lesser quality soils used for the production of the state's leading agricultural crops; this land is usually irrigated, but may include non-irrigated orchards or vineyards as found in some climatic zones in California (California Department of Conservation [DOC] 2015).

In addition, land may be enrolled under the 'Prime Agricultural Land' designation under the state's Williamson Act if it meets certain economic or production criteria. The California Land Conservation Act of 1965, commonly known as the Williamson Act, created a program to help counties preserve agricultural land

and open space by offering a tax incentive to property owners. The Williamson Act provides an arrangement where private landowners voluntarily restrict their land to agricultural and compatible open space uses under a contract with the County (Contra Costa County Department of Conservation and Development [CCCDCD] 2015).

- a) *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

County staff completed a Farmland Conversion Impact Rating analysis and received concurrence from USDA Natural Resources Conservation Service (NRCS) staff that the project location lacks the specific soil and site characteristics to meet the Prime, Unique, or Farmland of Statewide Importance designation (USDA NRCS 2015). Therefore, the project will have **no impact**.

- b) *Would the project conflict with existing zoning for agricultural use, or a Williamson Act Contract?*

A portion of the project is located adjacent to two Williamson Act contracted parcels (094-130-017 and 118-050-009). The project will not require any rights of way from these two parcels or convert their existing agriculture zoning but may require temporary and/or permanent easements from parcel 118-050-009. California Government Code Section 51292 allows for public improvements if no other land outside the agricultural preserve is reasonably feasible to locate the public improvement with notification and explanation to the California Department of Conservation (DOC) and local governing body responsible for administration of the Williamson Act program (DOC 2015a, b). No other non-Williamson Act contracted lands can be considered as the easement is needed at this specific location adjacent to the road. Further, the easement will not ultimately convert the agricultural land use as the land will be returned to pre-project conditions. Nevertheless, CCCPWD will notify DOC and the CCCDCD in accordance with California Government Code Section 51292. Therefore, project impacts will be **less than significant**.

- c) *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

The project will not conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)) as no forest land or timberland is present within or adjacent to the project area. Therefore, the project will have **no impact**.

- d) *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

The project will not result in the loss of forest land or conversion of forest land to non-forest use because forest land is not present within or adjacent to the project area. Therefore, the project will have **no impact**.

- e) *Would the project involve other changes in the existing environment, which due to their location or nature, could result in conversion of farmland, to non-agricultural use or conversion of forest land to non-forest use?*

The project will not result in other changes that would result in conversion of farmland or forest land. Therefore, project impacts will be **no impact**.

### III. AIR QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### **Regulatory Background**

The federal Clean Air Act (CAA) requires the U. S. Environmental Protection Agency (USEPA) to set National Ambient Air Quality Standards (NAAQS) for six common criteria air pollutants: particulate matter, ground-level ozone, carbon monoxide, sulfur oxides, nitrogen oxides, and lead. Of the six pollutants, particle pollution and ground-level ozone are the most widespread health threats. The CAA requires the USEPA to designate areas as meeting (attainment) or not meeting (nonattainment) the standards (USEPA 2015). In addition, the California Health and Safety Code requires the California Air Resources Board (CARB), a division of the California EPA, to establish and periodically review area designation criteria for state standards, which are more stringent than federal standards. The project is located within the San Francisco Bay Area Air Basin which is currently designated as nonattainment for national and state ozone and particulate matter standards (Bay Area Air Quality Management District [BAAQMD] 2015a).

The CAA also requires states to develop a general plan to attain and maintain the NAAQS and a specific plan to attain the standards for each nonattainment area. The CARB and the BAAQMD periodically prepare and update these plans in cooperation with regional agency partners. These plans usually define control strategies to reduce air pollutant emissions from industrial facilities, commercial processes, motor vehicles, and other sources which are typically implemented through a combination of regulations enforced by the BAAQMD, grant and incentive programs, public education and outreach, and partnerships with other agencies and stakeholders. The current air quality plan is the 2010 Clean Air Plan which includes the most recent ozone attainment plan and focuses on reduction of ozone, particulate matter, and greenhouse gases (GHGs) (BAAQMD 2010a).

In order to address GHGs, which include criteria air pollutants (regional pollutants) and toxic air contaminants (local pollutants), the BAAQMD adopted CEQA thresholds of significance and updated its 1999 CEQA Air Quality Guidelines in 2010 to assist lead agencies in evaluating air quality impacts to



determine if a project's individual emissions would be cumulatively considerable. Various modeling tools are used to estimate emissions based on the type of project (i.e., land use developments, linear transportation and utility projects) (BAAQMD 2010b). However, the BAAQMD's 2010 adopted thresholds were challenged in a lawsuit and in March 2012 the Alameda County Superior Court issued a judgment finding that the BAAQMD had failed to comply with CEQA when it adopted the 2010 thresholds of significance. As such, the 2010 thresholds are not formally in place pending CEQA review and have been pulled from the 2011 CEQA Guidelines which were updated in 2012 to omit the thresholds to reflect this ruling (BAAQMD 2012). In the interim, while the BAAQMD has indicated that Lead Agencies may rely on BAAQMD's updated CEQA Guidelines for assistance in calculating air pollution emissions, obtaining information regarding health impacts of air pollutants, and identifying potential mitigation measures, the BAAQMD suggests that Lead Agencies determine appropriate thresholds for each project, and consider the 1999 thresholds along with the evidence in record for the project to determine air quality impacts. The deferral of the 2010 thresholds was based on a procedural action and not on the scientific merits of the thresholds. For this reason, and in this case, the 2010 thresholds were used to determine the project impacts. The 1999 and 2012 CEQA Guidelines were also consulted (BAAQMD 1999, 2010b, 2012).

In addition to criteria air pollutants, naturally-occurring asbestos (NOA), a toxic air contaminant, is also an air pollutant of concern. It can cause lung cancer and mesothelioma which is dependent upon the type of asbestos fibers inhaled and exposure levels. NOA is typically associated with serpentinite and ultramafic rocks formed in high-temperature environments below the surface of the earth when metamorphic conditions are right for the formation of asbestos. The BAAQMD requires that projects implement the best available dust control measures where NOA is likely to be found in order to reduce dust emissions as well as notification to the BAAQMD (BAAQMD 2015b, CARB 2015, Office of Planning and Research [OPR] 2008a). The project area is not located within an area identified as having rocks associated with NOA (DOC 2000).

a) *Would the project conflict with or obstruct implementation of the applicable air quality plan?*

The air quality plan applicable to the project area is the Contra Costa County Climate Action Plan, adopted on December 15, 2015 which is consistent with the BAAQMD Bay Area 2010 Clean Air Plan (Clean Air Plan) adopted on September 15, 2010 (CCDCD 2015b, BAAQMD 2010a). Both plans identify strategies to improve air quality and protect public health through implementation of control measures. The BAAQMD Clean Air Plan identifies a number of control measures for stationary, mobile, transportation, land use and local impact, and energy and climate sources. The County Climate Action Plan identifies implementation measures for energy efficiency and conservation, renewable energy, land use and transportation, solid waste, water conservation, and government operations. While most of the measures are not applicable to the project as the completed project will not create air pollutant sources beyond what already exists from existing traffic use of the road, the project will not conflict with or obstruct implementation of the applicable air quality plans as the project will improve the performance and efficiency of traffic movement. The additional truck climbing lane will alleviate congestion caused by passenger cars being trapped behind slow-moving trucks climbing Kirker Pass Road and would be expected to reduce congestion-related tailpipe emissions. Therefore, project impacts will be **less than significant**.

b) *Would the project violate any air quality standard or contribute to an existing or projected air quality violation?*

Both the state and federal governments have established health-based Ambient Air Quality Standards for six criteria air pollutants: carbon monoxide (CO), ozone (O<sub>3</sub>), nitrogen dioxide (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), lead (Pb), and suspended particulate matter (PM). These standards are designed to protect the health and welfare of the populace with a reasonable margin of safety. The Bay Area is under nonattainment status for State 1-hour and 8-hour ozone standards. In addition, the Bay Area was designated as a nonattainment area for the federal 8-hour ozone standard. The Bay Area is also considered a nonattainment area for PM<sub>2.5</sub> at the state level and an attainment area at the federal level.

To meet these standards the BAAQMD has established project level thresholds for reactive organic gases (ROG), nitrogen oxides (NO<sub>x</sub>), and particulate matter 2.5 (PM<sub>2.5</sub>). ROG is formed from combustion of fuels and evaporation of organic solvents. ROG is an ozone precursor and a prime component of the photochemical reaction that forms ozone. NO<sub>x</sub> refers to the compounds of NO<sub>2</sub>, a reddish-brown gas, and nitric oxide (NO), a colorless, odorless gas, that are formed from fuel combustion under high temperature or pressure. NO<sub>x</sub> is a primary component of the photochemical smog reaction. PM<sub>2.5</sub> refers to fine suspended particulate matter with an aerodynamic diameter of 2.5 microns or less, and particulate matter 10 (PM<sub>10</sub>) refers to coarse particles that are larger than 2.5 microns but smaller than 10 microns.

According to the BAAQMD's *CEQA Air Quality Guidelines* (2012), to meet air quality standards for operational-related criteria air pollutant and air precursor impacts, the project must not:

1. Generate construction emissions of ROG, NO<sub>x</sub> or PM<sub>2.5</sub> greater than 54 pounds per day or PM<sub>10</sub> exhaust emissions greater than 82 pounds per day;
2. Contribute to CO concentrations exceeding the state ambient air quality standards; or
3. Generate operation emissions of ROG, NO<sub>x</sub> or PM<sub>2.5</sub> of greater than 10 tons per year or 54 pounds per day or PM<sub>10</sub> emissions greater than 15 tons per year or 82 pounds per day.

During construction, short-term degradation of air quality may occur due to the release of particulate emissions generated by excavation, grading, hauling, and other activities. Emissions from construction equipment are also anticipated and would include CO, NO<sub>x</sub>, ROG, directly-emitted particulate matter (PM<sub>2.5</sub> and PM<sub>10</sub>), and toxic air contaminants (TACs) such as diesel exhaust particulate matter. Site preparation and project construction would involve grading and paving activities. Construction-related effects on air quality from the proposed project would be greatest during the site preparation phase because most engine emissions are associated with the excavation, handling, and transport of soils on the site. Sources of fugitive dust would include disturbed soils at the construction site. PM<sub>10</sub> emissions would depend on soil moisture, silt content of soil, wind speed, and the number of equipment pieces operating on-site. Larger dust particles would settle near the source, while fine particles would be dispersed over greater distances from the construction site. Water or other soil stabilizers can be used to control dust, resulting in emission reductions of 50 percent or more. The BAAQMD has established standard measures for reducing fugitive dust emissions (PM<sub>10</sub>). With the implementation of standard construction measures such as frequent watering (e.g., two times per day at a minimum), fugitive dust emissions from construction activities would not result in adverse air quality impacts. In addition to dust-related PM<sub>10</sub> emissions, construction equipment powered by gasoline and diesel engines would generate CO, SO<sub>2</sub>, NO<sub>x</sub>, VOCs and some soot particulate (PM<sub>2.5</sub> and PM<sub>10</sub>) in exhaust emissions. These emissions would be temporary and limited to the immediate area surrounding the construction sites. Construction emissions for the project were calculated using the Road Construction Emissions Model v. 7.1.5.1, developed by the Sacramento Metropolitan Air Quality Management District. Construction will likely occur over two

construction seasons, during the months of April through October, in 2018 and 2019, for a total duration of approximately 12 months. Construction-related emissions for the project are shown in Table 1.

**Table 1: Project Construction Emissions in Pounds Per Day**

<b>Project Construction</b>	<b>ROG</b>	<b>NO<sub>x</sub></b>	<b>CO</b>	<b>Exhaust PM<sub>2.5</sub></b>	<b>Exhaust PM<sub>10</sub></b>
Average Daily Emissions	5.5	52.6	26.8	2.7	2.7
BAAQMD Thresholds	54.0	54.0	NA	54.0	82.0
<b>Exceed Threshold?</b>	<b>No</b>	<b>No</b>	<b>NA</b>	<b>No</b>	<b>No</b>

Source: LSA Associates, Inc., 2015.

As shown in Table 1, average daily construction emissions would not exceed the BAAQMD’s numeric threshold for ROG, NO<sub>x</sub> or particulate matter exhaust emissions. However, in order to reduce fugitive dust emissions to a less than significant level, the following BAAQMD Construction Mitigation Measures (2012) would be implemented.

**MITIGATION MEASURE AIR-1:**

Consistent with the Construction Mitigation Measures required by the BAAQMD, the following actions shall be incorporated into construction contracts and specifications for the project:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
3. All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
8. A publicly visible sign shall be posted with the telephone number and contact information for the designated on-site construction manager available to receive and respond to dust complaints. This person shall report all complaints to Contra Costa County and take immediate corrective action as soon as practical but not more than 48 hours after the complaint is received. The BAAQMD’s phone number shall also be visible to ensure compliance with applicable regulations.

**Localized CO Impacts**The BAAQMD has established a screening methodology that provides a conservative indication of whether implementation of a proposed project would result in significant CO emissions. According to the BAAQMD’s *CEQA Air Quality Guidelines*, a proposed project would result in a less-than-significant impact to localized CO concentrations if the following screening criteria are met:

1. The project is consistent with an applicable congestion management program established by the

county congestion management agency for designated roads or highways, and the regional transportation plan and local congestion management agency plans.

2. The proposed project would be expected to alleviate congestion on roadways and not increase traffic volumes. Therefore, the project would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour, nor would it increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, or below-grade roadway).

The proposed project would not conflict with the Contra Costa County Transportation Authority's Congestion Management Program for designated roads or highways, a regional transportation plan, or other agency plans (CCTA 2013). Therefore, the proposed project would not result in localized CO concentrations that exceed state or federal standards. Further, the proposed project would consist of a dedicated truck climbing lane. The roadway project would help alleviate congestion caused by passenger cars being trapped behind slow-moving trucks climbing Kirker Pass Road and would be expected to reduce congestion-related tailpipe emissions. Therefore, project impacts will be **less than significant with mitigation incorporated**.

- c) *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*

CEQA defines a cumulative impact as two or more individual effects, which when considered together, are considerable or which compound or increase other environmental impacts. According to the BAAQMD, air pollution is largely a cumulative impact and no single project is sufficient in size itself to result in nonattainment of ambient air quality standards. In developing the thresholds of significance for air pollutants used in the analysis above, the BAAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. The BAAQMD *CEQA Air Quality Guidelines* (2012) indicate that if a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. Therefore, if a project's daily average or annual emissions of operational-related criteria air pollutants exceed any applicable threshold established by the BAAQMD, the proposed project would result in a cumulatively significant impact. Because the project would likely reduce operational emissions with improved traffic flow (less congestion resulting from slower moving trucks), the proposed project would not exceed established thresholds for regional emissions or make a cumulatively considerable contribution to regional air quality impacts. Therefore, project impacts will be **less than significant**.

- d) *Would the project expose sensitive receptors to substantial pollutant concentrations?*

Sensitive receptors are defined as residential uses, schools, daycare centers, nursing homes, and medical centers, and other high-risk receptors. Individuals particularly vulnerable to diesel particulate matter (DPM) are children, with lung tissue that is still developing, and the elderly, who may have serious health problems that can be aggravated by exposure to DPM. Health risks from toxic air contaminants (TACs) such as construction diesel emissions are a function of both concentration and duration of exposure. Construction diesel emissions are temporary, affecting an area for a period of days or perhaps weeks throughout the construction period. Additionally, construction-related sources are mobile and transient in nature and the emissions occur with the project site with concentration dispersing rapidly with distance.

Implementation of Mitigation Measure AIR-1 would help to reduce construction pollutant concentrations. The closest sensitive receptor in the project vicinity is a residence located approximately 200 feet east of Kirker Pass Road on Hess Road on the northern end of the project boundary. Residents could be temporarily exposed to diesel engine exhaust during the construction period due to the operation of construction equipment. The BAAQMD CEQA significance threshold for potential effects of DPM applies to the hypothetical exposure of a person continuously for 70 years. The duration of the construction period is expected to be a total of 12 months spread over two construction seasons which is relatively short when compared to the 70-year risk exposure period. Additionally, the 12 month duration would cover the entire 1.2 mile length of the project, therefore emission concentrations at any one receptor location would have a much shorter duration. Therefore, due to the short duration of the construction period and the dispersion of project construction emissions, health risk impacts associated with project construction would be less than significant. Additionally, with implementation of Mitigation Measure AIR-1, which is consistent with BAAQMD guidelines, health risks from construction emissions of DPM would be less than significant. Therefore, project impacts will be **less than significant with mitigation**.

e) *Would the project create objectionable odors affecting a substantial number of people?*

The proposed project would include the addition of a truck climbing lane on Kirker Pass Road. There may be odors associated with project construction, but these will be limited and temporary in nature therefore, project impacts will be **less than significant**.

#### IV. BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### **Regulatory Background**

In 1973, the federal Endangered Species Act (ESA) was passed by Congress to protect ecosystems supporting special-status species to be administered by the U. S. Fish and Wildlife Service (USFWS). The California Endangered Species Act was passed as a parallel act to be administered by the California Department of Fish and Wildlife (CDFW). Special-status plant and wildlife species are defined as those species listed as Endangered, Threatened, or Proposed for listing or are designated as Fully Protected species under one or more of the following regulatory status:

- Federal Endangered Species Act, as amended (Code of Federal Regulations, Title 50, Section 17);
- California Endangered Species Act (California Code of Regulations Title 14, Section 670.5);
- California Fish and Game Code (Section 1901, 2062, 2067, 3511, 4700, 5050, and 5515);
- Species considered to be rare or endangered under the conditions of Section 15380 of the CEQA Guidelines such as those identified in the *Inventory of Rare and Endangered Vascular Plants of California* by the California Native Plant Society (CNPS) (Native Plant Protection Act of 1977); and
- Other species that are considered sensitive or of special concern due to limited distribution or lack of adequate information to permit listing, or rejection for state or federal status such as Species of Special Concern (SSC) designated by the CDFW as well as locally rare species defined by CEQA Guidelines 15125(c) and 15380, which may include species that are designated as sensitive, declining, rare, locally endemic or as having limited or restricted distribution by various federal, state, and local agencies, organizations, and watchlists such as those identified in the CDFW California Natural Diversity Database; as well as birds and raptors protected under the Federal Migratory Bird Treaty Act (16 U.S.C. 703-711) (Executive Order 13186).

### **East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan**

The East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP or Plan) is intended to provide an effective framework to protect natural resources and special-status species recovery in eastern Contra Costa County while improving and streamlining the environmental permitting process for impacts on these species and associated habitats. The HCP/NCCP complies with Section 10(a)(1)(B) of the federal ESA and California Natural Community Conservation Planning Act of 2003 and as such covered activities are authorized to have incidental take of HCP/NCCP-covered special-status species subject to mitigation fees for both permanent and temporary impacts to species habitats and implementation of specific conditions and conservation measures to avoid or minimize potential effects to species and/or their habitats (Jones & Stokes 2006).

The project is a covered activity under the HCP/NCCP; however, approximately one third of the project's alignment falls outside the Plan Service Area (the portion of the project that lies within the Concord City Limits). The portion of the project that falls within the Plan Service Area will comply with all avoidance and minimization measures and mitigation fee payment required by the Plan and will receive incidental take coverage for HCP/NCCP-covered species via the Plan. However, the HCP/NCCP cannot provide take coverage for HCP/NCCP-covered species outside the Plan area, so for the portion of the project outside the Plan Service Area, the Public Works Department will obtain a separate Section 2081 Incidental Take Permit from the CDFW and a separate Section 7 Biological Opinion from the USFWS. Nevertheless, in an effort to provide for reasonable streamlining, staff from the Public Works Department worked with staff from the Habitat Conservancy who in turn coordinated with staff from the signatory Wildlife Agencies (USFWS and CDFW) to provide a framework for consistent, project-wide avoidance and minimization measures based on the measures in the HCP/NCCP and to allow the project to be mitigated through a mitigation fee payment to the Habitat Conservancy. The Habitat Conservancy will use the mitigation fees paid for the project's impacts to create beneficial mitigation that is consistent with the overall conservation strategy of the HCP/NCCP. This will allow the project to have a consistent mitigation approach for the full project alignment but it will ensure that the impacts due to the portion of the project that falls outside the Plan Service Area do not count against the Plan's take limits, nor will they count toward the Plan's overall conservation requirements (East Contra Costa County Habitat Conservancy 2016).

**Environmental Setting**

The project vicinity can be characterized as steep rolling hills, grazing land, riparian woodland, and oak woodland that support several native tree and shrub species, including valley oak, California walnut, cottonwood, and arroyo willow. Riparian woodland is the predominant tree canopy found within the project boundary. The riparian woodland is concentrated in two areas of the project boundary; the western and eastern limits. Both riparian woodland concentrations follow a ravine that runs along the south side of Kirker Pass Road; the ravine experiences above ground water flow due to the presence of an unnamed intermittent stream. Single family residences are located at the western and eastern ends of the project boundary. Suburban homes are located north of Clearbrook Road on the northern side of Kirker Pass Road. A salvage yard is present below the intersection of Kirker Pass Road and Hess Road; this yard contains a mobile home and permanent structures that may house residents. Qualified biologists conducted habitat assessments to identify habitats within and around the project area to determine if sensitive habitats, natural communities, and wetlands and waters of the U.S. occur. Habitat assessments were conducted from May 23<sup>rd</sup> to July 18<sup>th</sup> 2014 and updated in October of 2015 (LSA Associates 2015a,b).

The majority of the area surrounding the project limits is grazing land. A number of plant and wildlife species from the region were considered and either determined to have the potential to occur within the project vicinity or not; based on the level of suitable habitat within or adjacent to the project area. No special-status fish species have the potential to occur within the project area. The animal and plant species in Table 1 below were determined to have the potential to occur in the project vicinity.

**Table 1: Special-Status Species that may be impacted by the Project**

SPECIES	LISTING STATUS*	HCP/NCCP STATUS	POTENTIAL PROJECT IMPACT
<b><i>Amphibians</i></b>			
California red-legged frog	Fed: FT CA: SSC	Covered	Upland Aestivation non-breeding habitat
California tiger salamander	Fed: FT CA: SSC	Covered	Upland Aestivation non-breeding habitat
<b><i>Birds</i></b>			
Golden eagle	Fed: BGPA CA: CAFWC	Covered	Nesting and Foraging Habitat
Burrowing owl	Fed: None CA: SSC	Covered	Nesting and Foraging Habitat
White tailed kite	Fed: MBTA CA: Fully protected	Not Covered	Nesting and Foraging Habitat
<b><i>Bats</i></b>			
Townsend’s big-eared bat	Fed: None CA: Candidate	Covered	Possible day or night roosting
Pallid bat	Fed: None CA: SSC	Not Covered	Possible day or night roosting
<b><i>Mammals</i></b>			
San Joaquin kit fox	Fed: FE CA: ST	Covered	Denning and Foraging Habitat



<b>Plants</b>			
Diablo helianthella	Fed: None CA: 1B	Covered	identified in the BSA but outside project limits

(FE) Federally Endangered; (T) Threatened; (SSC) Special Species of Concern; (BGPA) Bald, Golden Eagle Protection Act; (FP) Fully Protected; (1B) California Rare Plant Rank, (MBTA) Migratory Bird Treaty Act, (CAFWC) California Fish and Wildlife Code.

- a) *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

The project will result in permanent impacts to approximately 3.828 acres (0.893 acre of these impacts will occur outside of the Plan Service Area) and temporary impacts to approximately 2.723 acre (0.576 acre of these impacts will occur outside of the Plan Service Area) (East Contra Costa County Habitat Conservancy 2016a,b). However; the project will not have a substantial adverse effect on any species identified as a candidate, sensitive or special status species in local or regional plans, because project-related impacts will be avoided, minimized, or appropriately mitigated. Measures to avoid, minimize and/or mitigate project impacts are described below:

**California red-legged frog**

Suitable aestivation, foraging, and/or dispersal habitat occurs in the project area. However, because the project does not contain suitable California red-legged frog breeding habitat, no species-specific avoidance and minimization measures are required under the HCP/NCCP. Further, early consultation with CDFW, USFWS and the Conservancy has led to a tentative agreement to allow the Public Works Department to follow the HCP/NCCP avoidance and minimization measures project-wide, including the area outside the Plan Service Area. This avoidance strategy has been approved by the Habitat Conservancy Board as a component of a larger strategy to provide streamlined permitting for this project even though it falls both outside of and within the Plan Service Area (East Contra Costa County Habitat Conservancy 2016a,b).

**California Tiger Salamander**

Suitable aestivation, foraging, and/or dispersal habitat occurs in the project area. However, because the project does not contain suitable California tiger salamander breeding habitat, no species-specific avoidance and minimization measures are required under the HCP/NCCP. Further, early consultation with CDFW, USFWS and the Conservancy has led to a tentative agreement to allow the Public Works Department to follow the HCP/NCCP avoidance and minimization measures project-wide, including the area outside the Plan Service Area. This avoidance strategy has been approved by the Habitat Conservancy Board as a component of a larger strategy to provide streamlined permitting for this project even though it falls both outside of and within the Plan Service Area (East Contra Costa County Habitat Conservancy 2016a,b).

**Golden eagle**

The limited large trees in the vicinity of the project vicinity are unlikely to provide suitable nesting habitat due to human activity along Kirker Pass Road; however, the possibility of nesting cannot be completely ruled out. Therefore, the following avoidance measure will be implemented prior to start of construction.

### AVOIDANCE MEASURE BIO-1:

Prior to ground disturbance, a qualified biologist will conduct a preconstruction survey to establish whether golden eagle nests within 0.5 mile of the proposed project site are occupied. The survey will be conducted no more than one month in advance of construction. Occupancy of nests will be determined by observations from the project site and public roads or by observations of golden eagle activity (e.g., foraging) near the project site. Covered activities will be prohibited within 0.5 mile of active nests. Nests can be built and active at almost any time of the year, although mating and egg incubation occurs late January through August, with peak activity in March through July. If site-specific conditions or the nature of the covered activity (e.g., steep topography, dense vegetation, limited activities) indicate that a smaller buffer could be appropriate or that a larger buffer should be implemented, the Habitat Conservancy will coordinate with CDFW/USFWS to determine the appropriate buffer size. During construction, biological monitoring will focus on ensuring that no covered activities occur within the buffer zone established around an active nest.

### **Burrowing owl**

Burrowing owl is known to occur in the project vicinity and the habitat assessments identified appropriately sized ground-squirrel burrows, although no burrowing owl, or signs of burrowing owl occupation were observed. However, the possibility of occupancy cannot be completely ruled out. Therefore, the following avoidance measure will be implemented prior to start of construction.

### AVOIDANCE MEASURE BIO-2:

Prior to any ground disturbance related to covered activities, a USFWS/CDFW approved biologist will conduct a preconstruction survey in areas identified in the habitat assessments as having potential burrowing owl habitat. Surveys will establish the presence or absence of burrowing owl and/or habitat features and evaluate use by owls in accordance with CDFW survey guidelines (CDFG 1995). On the parcel where the activity is proposed, the biologist will survey the proposed disturbance footprint and a 500-foot radius from the perimeter of the proposed footprint to identify burrows and owls. Adjacent parcels under different land ownership will not be surveyed. Surveys should take place near sunrise or sunset in accordance with CDFW guidelines. All burrows or burrowing owls will be identified and mapped. Surveys will take place no more than 30 days prior to construction. During the breeding season (February 1 – August 31), surveys will document whether burrowing owls are nesting in or directly adjacent to disturbance areas. During the nonbreeding season (September 1 – January 31), surveys will document whether burrowing owls are using habitat in or directly adjacent to any disturbance area. Survey results will be valid only for the season (breeding or nonbreeding) during which the survey is conducted. If burrowing owls are found during the breeding season (February 1– August 31), the project proponent will avoid all nest sites that could be disturbed by project construction during the remainder of the breeding season or while the nest is occupied by adults or young. Avoidance will include establishment of a non-disturbance buffer zone. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the nonbreeding season (September 1 – January 31), the project proponent should avoid the owls and the burrows they are using, if possible. Avoidance will include the establishment of a buffer zone. If occupied burrows for burrowing owls are not avoided, passive relocation will be implemented. Owls should be excluded from burrows in the immediate impact zone and within a 160-foot buffer zone by installing one-way doors in burrow entrances. These doors should be in place for 48 hours prior to excavation. The project area should be monitored daily for 1 week to confirm that the owl has abandoned the burrow. Whenever possible, burrows should be excavated using hand tools and

refilled to prevent reoccupation (CDFG 1995). Plastic tubing or a similar structure should be inserted in the tunnels during excavation to maintain an escape route for any owls inside the burrow. The applicant may conduct burrow management (i.e., regular surveys to find and proactively collapse unoccupied yet suitable burrows) in advance of and during construction to lower the likelihood of owls occupying burrows within the project area.

### **White-tailed kites**

Although the large trees near the project site are unlikely to provide suitable nesting habitat due to human activity along Kirker Pass Road, nesting cannot be completely ruled out as the adjacent grassland and ruderal habitat provide suitable foraging for this species. Therefore, the following avoidance measure will be implemented prior to start of construction.

#### AVOIDANCE MEASURE BIO-3:

To the extent feasible, vegetation removal activities will not occur during the breeding season of February 15 through August 31. If vegetation removal must occur during the breeding season, all sites will be surveyed by a qualified biologist to verify the presence or absence of nesting birds. Preconstruction surveys will be conducted no more than two weeks prior to the start of work from February 15 through August 31. If the survey indicates the potential presence of nesting birds, a buffer will be placed around the nest in which no work will be allowed until the young have successfully fledged or the nest has failed. The size of the nest buffer will be determined by a qualified biologist in consultation with CDFW/USFWS. In general, buffer sizes of 250 feet for raptors and 50 feet for passerines should prevent disturbance to birds nesting in a moderately urban environment, but these buffers may be increased or decreased, as appropriate, depending on the bird species, the level of disturbance anticipated near the nest and other factors such as topography and vegetation shielding.

### **Townsend's big-eared bat**

Suitable foraging and movement habitat occurs on the project site, although no evidence of possible roosting sites was observed and the potential for the species to occur is low.

#### AVOIDANCE MEASURE BIO-4:

A preconstruction survey is required to determine whether project area trees are occupied or whether they show signs of recent previous occupation. If the species is observed or if evidence of recent occupation is established, construction activities must be scheduled to minimize impacts on Townsend's big-eared bat. The establishment of maternity or hibernation roosts is highly unlikely due to a lack of appropriate habitat, however, if such sites are discovered they will be sealed in accordance with HCP/NCCP requirements as follows: hibernation site with evidence of prior occupation will be sealed before the hibernation season (November to March), and nursery sites will be sealed before the nursery season (April to August). If the site is occupied, then the action will occur either prior to or after the hibernation season and after August 15 for nursery colonies.

### **Pallid bat**

Suitable foraging habitat occurs in the grassland and ruderal habitats in the project vicinity, and the larger trees on the project site could provide suitable day or night roosting habitat, although no evidence of such roost occurrence has been observed. Suitable maternity roost habitat is absent from the project site.

#### AVOIDANCE MEASURE BIO-5:

All potential roost trees within the BSA will be surveyed for the presence of bat roosts by a qualified biologist no more than two weeks prior to the initiation of tree removal or ground disturbing activities. If no roosting sites are present, the trees will be removed within two weeks following the survey. If roosting habitat is present and occupied, then a qualified biologist will determine the species of bats present. If it is determined that the bats are not a special-status species and the roost is not being used as a maternity roost, then the bats may be evicted using methods developed by a biologist experienced in developing bat mitigation and exclusion plans. If the bats are found to be pallid bats of the roost is being used as a maternity roost by any bat species, then a biologist experience in bat mitigation and exclusion plans must prepare an eviction plan detailing the methods of excluding bats and the method to secure the roost site to prevent its reuse prior to removal. Removal of the roost may only occur after the eviction plan has been approved by CDFW. Tree removal surrounding roost trees will be conducted without damaging roost trees. All trees will be cut and left on the ground overnight prior to onsite chipping or removal of trees to allow bats to escape from the downed trees. No diesel or gas-powered equipment will be stored or operated directly beneath a roost site and all construction activity in the vicinity of an active roost will be limited to daylight hours.

#### **San Joaquin kit fox**

Surveys identified suitable foraging, movement, and denning habitat in the project area however the potential for occurrence is low due to the absence of observations in Contra Costa County since 1993.

#### AVOIDANCE MEASURE BIO-6:

Prior to any ground disturbance related to covered activities, a USFWS/CDFW–approved biologist will conduct a preconstruction survey in areas identified in the surveys as supporting suitable breeding or denning habitat for San Joaquin kit fox. The surveys will establish the presence or absence of San Joaquin kit foxes and/or suitable dens and evaluate use by kit foxes in accordance with USFWS survey guidelines (U.S. Fish and Wildlife Service 1999). Preconstruction surveys will be conducted within 30 days of ground disturbance. On the parcel where the activity is proposed, the biologist will survey the proposed disturbance footprint and a 250-foot radius from the perimeter of the proposed footprint to identify San Joaquin kit foxes and/or suitable dens. Adjacent parcels under different land ownership will not be surveyed. The status of all dens will be determined and mapped. Written results of preconstruction surveys will be submitted to USFWS within 5 working days after survey completion and before the start of ground disturbance. Concurrence is not required prior to initiation of covered activities. If San Joaquin kit foxes and/or suitable dens are identified in the survey area, the measures described below will be implemented. If a San Joaquin kit fox den is discovered in the proposed development footprint, the den will be monitored for 3 days by a USFWS/CDFW-approved biologist using a tracking medium or an infrared beam camera to determine if the den is currently being used. Unoccupied dens should be destroyed immediately to prevent subsequent use. If a natal or pupping den is found, USFWS and CDFW will be notified immediately. The den will not be destroyed until the pups and adults have vacated and then only after further consultation with USFWS and CDFW. If kit fox activity is observed at the den during the initial monitoring period, the den will be monitored for an additional 5 consecutive days from the time of the first observation to allow any resident animals to move to another den while den use is actively discouraged. For dens other than natal or pupping dens, use of the den can be discouraged by partially plugging the entrance with soil such that any resident animal can easily escape. Once the den is determined to be unoccupied it may be excavated under the direction of the biologist. Alternatively, if the animal is still present after 5 or more consecutive days of plugging and monitoring, the den may have to be excavated when, in the judgment of a biologist, it

is temporarily vacant (i.e., during the animal's normal foraging activities). If dens are identified in the survey area outside the proposed disturbance footprint, exclusion zones around each den entrance or cluster of entrances will be demarcated. The configuration of exclusion zones should be circular, with a radius measured outward from the den entrance(s). No covered activities will occur within the exclusion zones. Exclusion zone radii for potential dens will be at least 50 feet and will be demarcated with four to five flagged stakes. Exclusion zone radii for known dens will be at least 100 feet and will be demarcated with staking and flagging that encircles each den or cluster of dens but does not prevent access to the den by kit fox.

### **Diablo helianthella**

Diablo helianthella were observed within the study area along the HCP/NCCP covered portion of the project but south and outside of the project impact footprint. The plants are outside of the project boundaries; therefore, the project is not expected to have any impact on these individuals. A subsequent blooming period survey may be conducted in summer 2017 (the year prior to construction) to rule out the possibility of Diablo helianthella occurring in the impact area. If subsequent blooming period surveys are not conducted, preconstruction surveys will be conducted prior to project implementation to verify that the population has not moved into the impact area.

### **Other Nesting Birds and Raptors**

#### AVOIDANCE MEASURE BIO-7:

Additional passerine and raptor bird species also have the potential to breed and forage within the project vicinity due to the presence of riparian and oak woodlands, native grassland, and seasonal wetlands in the project area or vicinity. Most passerine and raptor species are protected by the Migratory Bird Treaty Act (MBTA) and Fish and Game Code. Construction of the project will require removal of trees and shrubs along Kirker Pass Road. The general avian nesting season is February 1 – August 31. Therefore, the project may directly or indirectly impact listed and/or MBTA-protected nesting birds and/or raptors if present. The project is not anticipated to impact these species with implementation of the following avoidance measures:

1. If tree removal, pruning, or grubbing activities are necessary, such activities will be conducted between October and February – outside of the breeding season – and preferably during the fall, prior to the onset of the rainy season, to avoid impacts to nesting migratory birds.
2. If project construction begins during the breeding season (February 1 to August 31), preconstruction surveys will be conducted within the project footprint and a 250-foot buffer for raptors and a 50-foot buffer for all other nesting birds, by a qualified biologist no more than two weeks prior to staging, pruning/grubbing or surface-disturbing activities. If no active nests are found within the project footprint and a 250-foot buffer, no further measures need to be implemented.
3. If active nests (i.e. nests in the egg laying, incubating, nestling or fledgling stages) are found within 250 feet of the project footprint, non-disturbance buffers will be established at a distance sufficient to minimize disturbance based on the nest location, topography, cover, the nesting pair's tolerance to disturbance and the type/duration of potential disturbance. Sufficient buffers are generally 250 feet for raptors and 50 feet for passerines. No work will occur within the non-disturbance buffers until the young have fledged, as determined by a qualified biologist. Buffer size will be determined in cooperation with the CDFW and the USFWS Migratory Bird Permit Office. If buffers are established and it is determined that project activities are resulting in nest

disturbance, work will cease immediately and the CDFW and the USFWS Migratory Bird Permit Office should be contacted for further guidance.

### **General Avoidance and Minimization**

The project has been designed to be consistent with the HCP/NCCP Conservation Measure 1.14 Design Requirements for Covered Roads Outside the Urban Development Area. In compliance with that measure, the following additional avoidance measures will be implemented for protection of the biological resources within the project area and vicinity:

#### **AVOIDANCE MEASURE BIO-8:**

1. Equipment storage, fueling, and staging areas will be sited on disturbed areas or on ruderal or non-sensitive, non-native grassland land cover types, when these sites are available to minimize risk of direct discharge into sensitive land cover types
2. No erodible materials will be deposited into watercourses. Brush, loose soils, or other debris will not be stockpiled within stream channels or on adjacent banks
3. All no-take species will be avoided
4. Construction activities will comply with the MBTA and will consider seasonal requirements for birds and migratory non-resident species, including HCP/NCCP covered species
5. Temporary stream diversions, if required, will use sand bags or other approved methods that minimize in-stream impacts and effects on wildlife
6. Silt fencing or other sediment trapping methods will be installed down-gradient from construction activities to minimize the transport of sediment off site
7. Barriers will be constructed to keep wildlife out of construction sites, as appropriate
8. On-site monitoring will be conducted throughout the construction period to ensure that disturbance limits, BMPs and HCP/NCCP restrictions are being implemented properly
9. Active construction areas will be watered regularly to minimize the impact of dust on adjacent vegetation and wildlife habitats, if warranted
10. Vegetation and other debris will be managed in and near culverts and under and near bridges to ensure that entryways remain open and visible to wildlife and the passage through the culvert or under the bridge remains clear.
11. Cut and fill slopes will be revegetated with native, non-invasive non-native, or non-reproductive (i.e., sterile hybrids) plants suitable for the altered soil conditions.

#### **MITIGATION MEASURE BIO-1: COMPENSATORY MITIGATION (SPECIES/HABITAT)**

Compensatory mitigation for impacts to sensitive species and habitat will take the following two forms:

##### **1. HCP/NCCP Development and Wetland Mitigation Fees:**

For impacts within the HCP/NCCP Service Area, the project will mitigate permanent and temporary impacts by fee payment to the Habitat Conservancy. Mitigation fees are based on the project's impact acreages and are calculated based on two fee types (the project-wide development fee and the wetland mitigation fee). These fees are currently estimated to be \$137,056.47. The fees may adjust as project plans are further refined. In addition, the HCP/NCCP fees adjust annually (in March). Final project fees based on final project impacts will be paid at construction contract award.

## 2. Supplemental mitigation funds:

For impacts outside the Plan Service Area, an additional mitigation fee will be paid. The additional mitigation fee will consist of a base fee (i.e., the fee that would be paid if this portion of the project fell within the Plan Service Area), plus a “contribution to recovery fee” to ensure there is funding for an endowment and management in perpetuity for the mitigation. In addition, a nominal processing fee will be provided to the Habitat Conservancy for implementation of conservation goals beyond those required by the HCP/NCCP in accordance with Sections 8.6.2 and 9.3.2 of the HCP/NCCP. Mitigation achieved with this supplemental funding will consist of additional land acquisition and preservation; habitat enhancement, restoration, and creation; and species-specific management actions. With payment of these supplemental mitigation funds, the Public Works Department will transfer the mitigation obligation to the Conservancy. The Conservancy will track the supplemental mitigation funds separately from covered projects; however, the conservation performed by the funds would be subsumed into the Preserve System and the lands managed in perpetuity consistent with the HCP/NCCP and appropriate Regional Preserve Management Plan. These fees are currently estimated to be \$117,900.37. The fees may adjust as project plans are further refined. In addition, the HCP/NCCP fees adjust annually (in March). Final project fees based on final project impacts will be paid at construction contract award.

The project is not anticipated to substantially impact any special-status species with implementation of the mitigation and avoidance measures described above. Therefore, project impacts will be **less than significant with mitigation incorporated**.

- b) *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

The project alignment has been carefully designed to minimize impacts to an unnamed tributary to Mt. Diablo Creek; however the project will result in limited temporary and permanent impacts to the tributary.

In order to protect those portions of the tributary that will not be temporarily or permanently impacted, the following avoidance and minimization measures will be implemented:

### AVOIDANCE MEASURE BIO-9:

1. Provision C.3 of the Contra Costa County Clean Water Program’s National Pollutant Discharge Elimination System (NPDES) permit will be followed to minimize the effects of urban development on downstream hydrology, streams, and wetlands
2. All wetlands, ponds, streams, and riparian woodland/scrub to be avoided will be temporarily staked in the field by a qualified biologist
3. Personnel conducting ground-disturbing activities within or adjacent to the buffer zone of wetlands, ponds, streams, or riparian woodland/scrub will be trained by a qualified biologist in these avoidance and minimization measures and the permit obligations
4. Vehicles and equipment will be parked on pavement, existing roads, and previously disturbed areas
5. Trash will be promptly and properly removed from the site
6. No construction or maintenance vehicles will be refueled within 200 feet of wetlands, ponds,



- streams, or riparian woodland/scrub unless a bermed and lined refueling area is constructed and hazardous material absorbent pads are available in the event of a spill
7. Appropriate erosion control measures will be used on-site to reduce siltation and runoff of contaminants into the wetlands, ponds, streams, or riparian woodland/scrub. Filter fences and mesh will be of material that will not entrap reptiles and amphibians. Erosion control blankets will be used as a last resort because of their tendency to biodegrade slowly and to trap reptiles and amphibians. Erosion control measures will be placed between the outer edge of the buffer and the project site.
  8. Fiber rolls used for erosion control will be certified as free of noxious weed seed
  9. Seed mixtures applied for erosion control will not contain invasive non-native species and will be composed of native species or sterile non-native species

### **MITIGATION MEASURE BIO-2: COMPENSATORY MITIGATION (WETLANDS AND WATERS)**

In order to mitigate for unavoidable temporary and permanent impacts to the unnamed tributary, the temporary and permanent wetland impact fees will be paid to the Habitat Conservancy as described in BIO-1 above.

The project is not anticipated to substantially impact the stream and riparian woodland habitat with implementation of the mitigation and avoidance measures described above. Therefore, project impacts will be **less than significant with mitigation incorporated**.

- c) *Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

There are no known federally protected wetlands within the project boundaries. Further, the completed field surveys concluded that there are no wetlands within the study area (LSA 2015a). Therefore, the project will have **no impact**.

- d) *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

The project consists of adding a northbound truck climbing lane to an existing heavily-traveled roadway with an existing median that is a pre-existing barrier to wildlife movement. The project will not result in any additional permanent disruption to movement of any wildlife species. Activities associated with construction of the project may temporarily inhibit dispersal, migration, and daily movement in the immediate vicinity of the work area; however, this disruption is limited and short term in nature. Further, temporary impacts will be mitigated through payment of HCP/NCCP temporary impact fees as discussed in Mitigation Measure BIO-1. Therefore, project impacts will be **less than significant with mitigation incorporated**.



e) *Would the project conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?*

The project will not conflict with any local policies or ordinances protecting biological resources as potential impacts and anticipated impacts will be avoided where feasible and where not feasible will be mitigated through the HCP/NCCP or the Habitat Conservancy (for the area that falls within the Concord City Limits). This is consistent with the policies for protection of biological resources included in the Conservation Element section of the County General Plan (Contra Costa County 2005d). The project is not subject to the County Tree Ordinance as tree trimming and clearing will occur within the County right-of-way. Therefore, the project will have **no impact**.

f) *Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?*

The project is consistent with the HCP/NCCP as mitigation fees will be paid to offset impacts and the required surveys and required avoidance and minimization measures will be implemented as described above. Therefore, the project will have **no impact**.

**V. CULTURAL RESOURCES**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in §21074?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Regulatory Background**

CEQA requires lead agencies to determine if a project will have an adverse impact on a significant cultural resource (includes historical and archaeological) (Public Resources Code Sections 21084, 21084.1, 21083.2). A resource is considered significant if it 1) is listed in or has been determined eligible for listing in the California Register of Historic Resources (CRHR); 2) is included in a local register of historical resources, as defined in Public Resources Code 5020.1(k); 3) has been identified as significant in an historical resources survey, as defined in Public Resources Code 5024.1(g); or 4) is determined to be historically significant by the CEQA lead agency [CCR Title 14, Section 15064.5(a)]. The following CRHR eligibility criteria need to be considered when making a significance determination.

1. Associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
2. Associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction or represents the work of an important creative individual, or possesses high artistic values; or
1. Has yielded, or may be likely to yield, information important in prehistory or history.

If a significant resource will be impacted, the Lead Agency must determine whether there is "substantial evidence" in the administrative record to support a finding of significant effect (Section 21080(e)). CEQA requires examination of mitigation measures or feasible project alternatives that would avoid or minimize any impacts or potential impacts.

### ***Tribal Cultural Resources***

Effective July 1, 2015, Assembly Bill 52 (AB 52) amended CEQA to mandate consultation with California Native American tribes during the CEQA process to determine whether or not the proposed project may have a significant impact on a Tribal Cultural Resource, and that this consideration be made separately from cultural and paleontological resources.

Section 21073 of the Public Resources Code defines California Native American tribes as “a Native American tribe located in California that is on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004.” This includes both federally and non-federally recognized tribes.

Section 21074(a) of the Public Resource Code defines Tribal Cultural Resources for the purpose of CEQA as:

- 1) Sites, features, places, cultural landscapes (geographically defined in terms of the size and scope), sacred places, and objects with cultural value to a California Native American tribe that are any of the following:
  - A. included or determined to be eligible for inclusion in the California Register of Historical Resources; and/or
  - B. included in a local register of historical resources as defined in subdivision (k) of Section 5020.1; and/or
  - C. a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.

Because criteria A and B also meet the definition of a Historical Resource under CEQA, a Tribal Cultural Resource may also require additional consideration as a Historical Resource. Tribal Cultural Resources may or may not exhibit archaeological, cultural, or physical indicators.

Recognizing that California tribes are experts in their tribal cultural resources and heritage, AB 52 requires that CEQA lead agencies carry out consultation with tribes at the commencement of the CEQA process to identify Tribal Cultural Resources. Furthermore, because a significant effect on a Tribal Cultural Resource is considered a significant impact on the environment under CEQA, consultation is required to develop appropriate avoidance, impact minimization, and mitigation measures. Consultation is concluded when either the lead agency and tribes agree to appropriate mitigation measures to mitigate or avoid a significant effect, if a significant effect exists, or when a party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached (21080.3.2[b]), whereby the lead agency uses its best judgement in requiring mitigation measures that avoid or minimize impact to the greatest extent feasible.

The Public Works Department has received only one letter to date requesting formal notification under AB52. On August 24, 2015, the County received a notification letter from the Wilton Rancheria requesting formal notification of proposed projects within their geographic area of traditional and cultural affiliation.

### ***Cultural and Historical Resource Assessment***

In order to determine if the project area contains potential significant cultural and/or historical resources, a qualified cultural resource specialist conducted research of recorded sites and surveys within one mile of the project area and also reviewed historic maps and literature at the Northwest Information Center at California State University, Sonoma, and various libraries. In addition, the Native American Heritage Commission (NAHC) was contacted for a Sacred Lands File search to determine if any recorded Native American sites occur within the project area. The NAHC provided a list of Native American tribal representatives provided that may have knowledge of unrecorded sites who were also contacted. A field survey was also conducted of the study area to determine if any cultural resources are present (Condor Country 2015).

### ***Environmental Setting***

The project site lies on the fringe of suburban sections of Concord and rural sections of unincorporated Contra Costa County. The project area consists of the paved road, the shoulder (which includes a mixture of asphalt and compacted rocks), and a fairly narrow band of adjacent grassy hillsides along the existing roadway. A tributary of Mount Diablo Creek lies along the southern side of Kirker Pass Road. Approximately 75 percent of the Area of Potential Effect (APE) includes open grasslands and patches of riparian vegetation along the tributary to Mount Diablo Creek that have remained largely unchanged over time.

- a) *Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?*

The records search and field survey did not identify historic resources in the project area. The records search revealed that there are seven historic-era built environment structures located within a one-mile radius of the project site. Five of these are located northwest of the project site, one is located to the north, and two are located southwest of the project area. The field survey did not identify the presence of recorded or unrecorded historical resources within the project area. Condor Country Consulting archaeologists estimate that the probability for encountering unexpected subsurface cultural resources is low to moderate. Nevertheless, the potential for subsurface resources cannot be completely ruled out and the project may unearth unanticipated historic or pre-historic Native American period resources; therefore, the following avoidance measures will be followed in the event subsurface resources are discovered during project construction. Therefore, project impacts will be **less than significant**.

#### **AVOIDANCE MEASURE CUL-1:**

- Contractor will be notified of the possibility of encountering archaeological materials during ground-disturbing activities and will be educated on the types of historic and pre-historic Native American period archaeological materials that may be encountered.
- If an inadvertent discovery is made, the Contractor will cease all ground-disturbing activities in the area of discovery.
- The Contractor will immediately notify the County Public Works Department Resident Engineer who will then request a qualified archaeologist to evaluate the finding(s).
- If the finding(s) is determined to be potentially significant, the archaeologist in consultation with the appropriate Native American tribal representative or historical society will develop a research design and treatment plan outlining management of the resource, analysis, and reporting of the find.

- b) *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

The records search and field survey did not identify archaeological resources within the project area. Although there is a documented historical site (P-07-000104) located 0.50 mile southwest of the project area, there are no physical indicators that the site's boundaries extend into the project footprint and Condor County Consulting concluded it is unlikely that the site extends to the southwest border of Kirker Pass Road. In addition, the NAHC and the Native American tribal representatives contacted did not identify native lands, plant gathering areas, archaeological deposits, or traditional cultural properties within the project area. Further, an intensive reconnaissance archaeological survey conducted for construction of the Concord Pavilion found no evidence of archaeological or historical materials. Nevertheless, the potential for subsurface resources cannot be completely ruled out and the project may unearth unanticipated historic or pre-historic Native American period resources; therefore, Avoidance Measure CUL-1 will be followed in the event subsurface resources are discovered during project construction. Therefore, project impacts will be **less than significant**.

- c) *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?*

The site is primarily underlain by Markley Sandstone Member of the Kreyenhagen Formation within an area of alluvial deposit within the narrow valley in the western portion of the project (Mark Thomas & Co., Inc. 2016). The Markley Sandstone unit is a marine deposit and contains bony fish (Osteichthyes) fossils as well as gastropods and microfossils whereas alluvial deposits are younger units that do not contain significant fossils. The University of California Museum of Paleontology database indicates there are four records in Contra Costa County. Fossils commonly found in the Markley Formation are not highly sensitive because of their abundance but there is potential for significant resources (Solano Transportation Authority 2010). While no evidence of paleontological resources was observed during the field survey, the potential for subsurface resources cannot be completely ruled out and the project may unearth unanticipated paleontological resources; therefore, Avoidance Measure CUL-1 will be followed in the event subsurface resources are discovered during project construction. Therefore, project impacts will be **less than significant**.

- d) *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

The project will not impact any formal or informal cemeteries because none are present within or adjacent to the project area. In order to determine if there are any unrecorded burial grounds and/or sacred land sites in the vicinity of the project area, the NAHC was contacted to check their Sacred Lands File of recorded sites. While no recorded sites were found, the NAHC provided a list of Native American tribal representatives for the region to be notified for unrecorded sites. The listed Native American representatives were notified of the project via certified mail and follow up emails or phone calls. None of the tribal representatives identified Traditional Cultural Properties or plant collection areas within the APE. Native American tribal representative Andrew Galvan responded with a request for additional information and Native American tribal representative Ramona Garibay responded with a concern that the prehistoric burial site may extend into the northern hillside surrounding Kirker Pass Road. Based upon the recent archeological site reconnaissance conducted for the project as well as earlier intensive surveys and negative findings during construction of the Concord Pavilion, and the existing site conditions, Condor County Consulting recommended no Native American monitoring unless an inadvertent discovery should occur during project construction. Although unexpected, should there be an inadvertent discovery of Native American burials during construction excavation activities the following avoidance measure will be implemented. Therefore, project impacts will be **less than**

**significant.**

AVOIDANCE MEASURE CUL-2:

Project specifications will require that the contractor shall stop work in the area of any discovery and immediately notify CCCPWD Resident Engineer who will then contact the County Coroner, NAHC, and a qualified archeologist to determine how to appropriately deal with the remains in coordination with the Most Likely Descendent and in accordance with the California Health and Safety Code (Health and Safety Code Section 7050.5[b]).

- e) *Cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in §21074?*

The Public Works Department Environmental Services Division sent out a notice of opportunity to consult letter to the Wilton Rancheria on September 9, 2015. A brief description of the project and its location, and the lead agency contact information was provided, along with notification that the tribe had 30 days to request consultation. No response to that letter was received and no further communication has been received from the tribe concerning this project to date. The project is not expected to cause a substantial adverse change in the significance of a Tribal Cultural Resource as no response was received from the tribe that has requested formal notification. Therefore, the project will have **no impact**.

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**VI. GEOLOGY AND SOILS**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1 Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

***Environmental Setting***

***Geology***

The project is within the Coast Ranges Geomorphic Province, positioned near the eastern boundary of the Diablo Range to the west and San Joaquin River Delta and Valley to the east. The Coast Ranges in this area consist of Mesozoic rocks, folded into a series of northwest-striking anticlines and synclines. The Diablo Range, which forms the east edge of the Coast Ranges, includes numerous folds and thick sections of sedimentary, igneous and metamorphic rocks.

The project area is located on the northern flank of the Diablo Range at the southern edge of the Pittsburg/Antioch Plain which is essentially a floodplain of Suisun Bay. The southern half of the plain is covered by alluvial material eroded from the Diablo Range to the south. Alluvial materials were deposited along the length of the base in a series of fans that spread outward across the plain toward Suisun Bay (Mark Thomas & Co. 2016).



The Preliminary Geologic Map emphasizing bedrock formations in Contra Costa County indicates that the project site is underlain by the Lower Member of the Markley Formation described as thin-bedded to massive sandstone with minor siltstone and mudstone; alluvium is mapped within the narrow valley in the western portion of the project. Dibblee's geologic map indicates the project site is underlain by Markley Sandstone Member of the Tertiary-age Kreyenhagen Formation which is described as light gray to tan, fine to medium grained, arkosic (quartz-rich), locally contains thin layers of coal; Quaternary-age alluvium is mapped as occupying the floors of the narrow valley where the western portion of the project is located (Mark Thomas & Co., Inc. 2016).

### *Soil*

The soil types in the project area consist of Altamont-Fontana complex, 30 to 50 percent slopes; the Altamont series consists of well-drained soils underlain by shale and fine-grained sandstone. Slopes within the road right-of-way range from 4 to 10 percent while slopes within the steep canyon areas on the south side of the road range from 30 to 50 percent. Based on subsurface boring data, the soils below the existing roadway generally consist of varying thickness of stiff to hard clay overlying weathered rock (Mark Thomas & Co. 2016).

a) *Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving?*

1 *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

Contra Costa County is located within a region of high seismicity; the San Francisco Bay Region has been impacted by severe earthquakes during historic time (Contra Costa County 2005e). In order to provide safety of structures for human occupancy, the Alquist-Priolo Earthquake Fault Zoning Act was passed in 1972 to mitigate the hazards. The law requires the State Geologist to establish regulatory zones (known as Earthquake Fault Zones) around the surface traces of active faults and to issue appropriate maps (Association of Bay Area Governments [ABAG] 2015).

No active fault is mapped through the project area. However based on the published geologic map (Dibblee) an unnamed fault trending north across Kirker Pass Road is mapped at the east end of the project. This fault, like many others in the Markley Formation, is a relic of an old stress regime and not involved in the current tectonic deformation of the area. Therefore, it has no potential for surface rupture other than the slight possibility of sympathetic movement in response to ground shaking produced by a large earthquake originating on an active fault somewhere in the Bay Region. The impact to the project is considered low (Mark Thomas & Co. 2016). Nevertheless, the project design and construction will incorporate measures that are in accordance with applicable state and local design practice and guidelines to ensure the project will withstand seismic activity as defined in the Caltrans Highway Design Manual (Caltrans 2015b). Therefore, project impacts will be **less than significant**.

2 *Strong seismic ground shaking?*

The project is mapped in an area of very strong seismic shaking (ABAG 2016). As discussed above, the project is not expected to expose people or structures to potential substantial adverse effects from strong seismic ground shaking as the project does not include features that would increase risk to people or structures as it is primarily limited to adding a truck lane to an existing roadway. Further, the project design and construction will incorporate measures that are in accordance with applicable state

and local design practices and guidelines to ensure that the project will withstand seismic activity as defined in the Caltrans Highway Design Manual (Caltrans 2015b). Therefore, project impacts will be **less than significant**.

3 *Seismic-related ground failure, including liquefaction?*

The project area is located within a generally low liquefaction potential (Contra Costa County 2005e, Mark Thomas & Co. 2016). Nevertheless, the project design and construction will incorporate measures that are in accordance with applicable state and local design practice and guidelines to ensure that the project will withstand seismic-related failures as defined in the Caltrans Highway Design Manual (Caltrans 2015b). Therefore, project impacts will be **less than significant**.

4 *Landslides?*

The project site is located within an area identified as having landslide deposits (Contra Costa County 2005e: Figure 10-6). Two landslides were identified at the northeastern end of the project and an unmapped pre-existing slide was observed within the project area where a retaining wall will be constructed (Mark Thomas & Co. 2016). The project design and construction will incorporate measures in accordance with state and local design practice and guidelines as defined in the Caltrans Highway Design Manual to ensure that the project will withstand landslide potential. Therefore, project impacts will be **less than significant**.

b) *Would the project result in substantial soil erosion or the loss of topsoil?*

The existing slopes have established vegetation to help control erosion. Some erosion gullies have been developed by the runoff along the slope surface within the project area (Mark Thomas & Co. 2016). The project will be constructed primarily during the dry season (April – October) which will not result in substantial soil erosion or the loss of topsoil. Construction of the project will temporarily increase the exposure of soils to wind erosion from grading and excavation activities. However, standard dust and erosion control practices will be implemented as outlined in discussion item (a) of the Air Quality section during construction to minimize impacts. The project site will be stabilized with hydroseeding following grading activities to limit the potential for erosion. Therefore, project impacts will be **less than significant**.

c) *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

As discussed above, the project area is located within an area subject to landslides but is not subject to lateral spreading, subsidence, liquefaction or collapse as the site is generally underlain by bedrock and groundwater appears to be relatively deep (Mark Thomas & Co. 2016). The project design and construction will incorporate measures in accordance with state and local design practice and guidelines as defined in the Caltrans Highway Design Manual to ensure the project will withstand landslide potential. Therefore, project impacts will be **less than significant**.

d) *Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

Expansive soils swell when they absorb water and shrink as they dry. The basic cause of expansion is the attraction and absorption of water in the expandable crystal structures of clays (Contra Costa County 2005e). Bedrock is expected to be encountered at the pavement subgrade. Based on boring data and site geology, the bedrock consists of sandstone with claystone beds. Claystone may shrink or swell due to moisture fluctuation. The project will be engineered according to standard industry practice, which

includes design considerations for soil type. Therefore, project impacts will be **less than significant**.

- e) *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste disposal systems where sewers are not available for the disposal of wastewater?*

Neither the constructed project nor project construction will require septic or other waste disposal systems. Therefore, the project will have **no impact**.

**VII. GREENHOUSE GAS EMISSIONS**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

***Regulatory Background***

Climate change refers to any significant change in measures of climate, such as average temperature, precipitation, or wind patterns over a period of time. There is a general scientific consensus that global climate change is occurring, caused in whole or in part by increased emissions of greenhouse gases (GHGs) that keep the earth’s surface warm by trapping heat in the atmosphere. Climate change may result from natural factors, natural processes, and human activities that change the composition of the atmosphere and alter the surface and features of the land (California Office of Planning and Research [OPR] 2008b).

Assembly Bill 32 (AB 32), the California Global Warming Solutions Act of 2006, recognized that California is the source of substantial amounts of GHG emissions which poses a serious threat to the economic well-being, public health, natural resources, and the environment of California (OPR 2008b). Potential adverse impacts of global warming include severe air quality problems, a reduction in the quality and supply of water from the Sierra snowpack, a rise in sea levels causing the displacement of coastal businesses and residences, damage to marine ecosystems and the natural environment, and an increase in the incidences of infectious diseases, asthma, and other human health-related problems (OPR 2008b). This bill directed the California Air Resources Board (CARB) to begin developing discrete early actions to reduce GHGs to reach the GHG reduction goals by 2020.

As discussed in the air quality section, in order to address global climate change associated with air quality impacts, CEQA statutes were amended to require evaluation of GHG emissions (global pollutants) which includes criteria air pollutants (regional pollutants) and toxic air contaminants (local pollutants). As a result, the BAAQMD adopted CEQA thresholds of significance for criteria air pollutants and GHGs, and issued updated CEQA guidelines to assist lead agencies in evaluating air quality impacts to determine if a project’s individual emissions would be cumulatively considerable. Various modeling tools are used to estimate emissions based on the type of project (i.e., land use developments, linear transportation and utility projects). While the BAAQMD does not have an adopted threshold of significance for construction-related GHG emissions, sources of construction-related GHGs include exhaust (carbon dioxide, nitrous oxide) for which the same detailed guidance as described for criteria air pollutants and precursors should be followed (BAAQMD 2012).

- a) *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Construction activities, such as site preparation, site grading, on-site heavy-duty construction vehicles, equipment hauling materials to and from the site, and motor vehicles transporting the construction crew would produce combustion emissions from various sources. During construction of the project, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically uses fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O. Furthermore, CH<sub>4</sub> is emitted during the fueling of heavy equipment. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

Using the Road Construction Emissions Model, it is estimated that the project would generate approximately 876 metric tons of CO<sub>2</sub>e during construction of the project. Although the BAAQMD does not have a threshold for construction-related greenhouse gas emissions, implementation of the BAAQMD's construction mitigation measures would reduce greenhouse gas emissions by requiring that all engines are properly maintained and by reducing the idling times of construction equipment. Implementation of Mitigation Measure AIR-1 (see Air Quality section) would ensure that construction emissions impacts due to the project are **less than significant with mitigation incorporated**.

- b) *Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Contra Costa County adopted the Contra Costa County Climate Action Plan in December 2015, developed for the purpose of reducing the County's GHG emissions and contribution to climate change. Most of the measures identified in the Climate Action Plan consist of programs and incentives to be implemented by the County and are not applicable to the proposed project.

In developing the threshold of significance for GHG emissions, the BAAQMD identified the emissions level for which a project would conflict with existing California legislation adopted to reduce Statewide GHG emissions. As indicated in the analysis presented above, the proposed project would not generate emissions that would exceed the project-level significance criteria established by the BAAQMD and, therefore, the proposed project would not conflict with plans adopted for the purpose of reducing GHG emissions. Therefore, project impacts will be **less than significant**.

**VIII. HAZARDS AND HAZARDOUS MATERIALS**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Regulatory Background**

A material is considered hazardous if it appears on a list of hazardous materials prepared by a federal, state, or local agency, or if it has characteristics defined as hazardous by such an agency. The release of hazardous materials into the environment could potentially contaminate soils, surface water, and groundwater supplies. The California Environmental Protection Agency (Cal/EPA) which consists of the Air Resources Board, Department of Pesticides Regulation, Department of Resources and Recycling and Recovery, Department of Toxic Substance Control (DTSC), Office of Environmental Health Hazard Assessment, and State Water Resources Control Board (SWRCB) regulates hazardous materials and waste. Under Government Code Section 65962.5, the DTSC maintains a list of hazardous substance sites (Cortese List) which includes leaking underground storage tank sites, hazardous material sites, and landfills with evidence of groundwater

contamination (Cal/EPA 2016a). The Contra Costa County Health Services, Hazardous Materials Program (2016) serves area residents by responding to emergencies and monitoring hazardous materials.

***Environmental Setting***

The project area includes the paved northbound travel lanes of the existing road right-of-way, compacted gravel road shoulders, and steep canyon slopes and grade cuts that are located to the south of the road. The surrounding area is characterized by hilly grassland, undeveloped terrain north of the road and sparse rural development south of the road, with the Concord Pavilion located further south at the western end of the project.

Kirker Pass Road was built before the 1990 ban on leaded gasoline in California; consequently vehicles fueled with leaded gasoline used Kirker Pass Road. Therefore, a qualified Geologist specializing in hazardous material analysis was directed by County Public Works staff to conduct aerially deposited lead sampling along the length of the project.

- a) *Would the project create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?*

The project will not create a significant hazard to the public or the environment because once constructed, the project would not result in routine transport, use or disposal of hazardous materials other than what already occurs by the traveling public. Therefore project impacts will be **less than significant**.

- b) *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Project construction could cause an unforeseen release of hazardous materials such as a hazardous materials spill or equipment leak. However, the project contract specifications will require the contractor to implement best management practices (BMPs) such as hazardous materials spill management and regular maintenance of vehicles to minimize potential impacts from accidental spills associated with project construction or construction equipment. In addition, project contract specifications will require the contractor to contact Underground Service Alert (USA) prior to conducting any ground-disturbing work that could potentially impact utilities.

Testing conducted along the project alignment concluded that several soil samples taken along Kirker Pass Road exhibited elevated levels of aerially-deposited lead which is likely present due to the historical use of Kirker Pass Road by vehicles using lead-based gasolines. Four of the samples' lead concentrations exceeded the allowable thresholds and are classified as California Class I Hazardous Waste or Resource Conservation and Recovery Act (RCRA) Hazardous Waste (or both). Soils with elevated levels will be disturbed during construction which could pose a potential hazard to the public or environment. The County Public Works Department has retained the services of hazardous waste specialist Geocon Consultants Inc. (Geocon) to determine the exact depths and spatial locations of contaminated areas within the project boundaries. Once this process is complete, Geocon and Public Works staff will generate project contract specifications to specify appropriate excavation, materials handling, transport, and disposal methods to protect project workers and the public. The following mitigation measures will be implemented to ensure potential impacts are reduced to a level that is less than significant:

## **MITIGATION MEASURE HAZ 1: MATERIALS HANDLING/STORAGE/TRANSPORT**

1. Soil exhibiting elevated lead levels will be handled as defined by a Final Lead Management Plan prepared by a qualified hazardous waste specialist for the project. The Plan will identify specific measures for on and/or off-site handling, storage, transport, and disposal. The Plan will include a Worker Safety component utilizing BMPs to minimize worker exposure. The Worker Safety Plan will include protocols for environmental monitoring, personnel monitoring including personal protective equipment, and other appropriate health and safety protocols and procedures for the handling of lead-impacted soil. Additional measures could include contractor and subcontractor employee education regarding identification, storage, and disposal of hazardous wastes; ongoing hazardous waste training incorporated into regular safety meetings; and repair or replacement of perimeter controls, containment structures, covers, and liners as needed.
2. Further testing of stockpiled soil will be conducted during construction to verify lead levels.
3. Stockpiled soil that has verified lead levels that do not exceed California Class I Hazardous Waste and/or RCRA Hazardous Waste thresholds may be used on-site with no further restrictions.
4. Specific handling, use, and/or disposal protocols as follows:
  - a. Soil that is disposed of as a California Hazardous Waste and/or RCRA Hazardous Waste will be transported to a Class I landfill.
  - b. Soil that is not disposed of as a California Hazardous Waste may be reused on-site (e.g., as embankment fill) in a manner to protect human health and the environment.

Project impacts will be **less than significant with mitigation incorporated**.

- c) *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?*

The closest schools are over a mile from the project site. Therefore, the project will have **no impact**.

- d) *Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

After records review (local, state, tribal, and federal environmental record sources), no documentation or evidence of known soil or groundwater contamination were found. The project is not included on a known list of hazardous materials sites (CalEPA 2016b) however after preliminary soil testing was conducted several samples taken along Kirker Pass Road exhibited elevated levels of aerially-deposited lead. Mitigation will be implemented as identified in Mitigation Measures HAZ-1 above. Therefore, project impacts will be **less than significant with mitigation incorporated**.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area.*

The project site is not within two miles of an airport. The closest airport is the Buchanan Field Airport located approximately 7 miles to the west. According to Figure 5-5 of the Contra Costa County General Plan the project is not within the Buchanan Field Airport Influence Area. Therefore, the project will have **no impact**.



f) *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

The project is not located in the vicinity of a private airstrip. Therefore, the project will have **no impact**.

g) *Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

The constructed project will not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Access for emergency vehicles will be provided at all times during construction. Therefore, project impacts will be **less than significant**.

h) *Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

The project area is primarily located within a high fire hazard zone (CalFire 2007). The project does not consist of development of structures that would expose people or structures to a significant loss, injury, or death from wildland fires. However, project construction may spark unintentional fires. Standard practice and OSHA regulations require the development of a fire protection program to be followed through all phases of construction work and provide firefighting equipment (OSHA 2016). Therefore, project impacts will be **less than significant**.

## IX. HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface run-off in a manner which would result in flooding on-or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### *Environmental Setting*

The project site is located within the northern foothills of Mount Diablo. Slopes within the Kirker Pass Road right-of-way range from 4 to 10 percent, while slopes within the steep canyon areas on the south side of the road are considerably steeper. The portion of the study area to the west of the Kirker Pass summit generally drains to the adjacent, roughly parallel unnamed tributary, roadway culverts, or concrete-lined ditches south

of the road. The portion of the study area to the east of Kirker Pass summit generally drains south off of the road to concrete or earthen ditches, and then eastward along Kirker Pass Road. The unnamed tributary within the study area originates along Hess Road on the west side of Kirker Pass and to the south of the study area. The crest of the roadway is located at approximately Engineering Station 115. A drainage lies to the west of the crest and eventually drains to Mt. Diablo Creek in the city of Concord. An unformed drainage area lies to the east of the crest and eventually drains to Kirker Creek.

a) *Would the project violate any water quality standards or waste discharge requirements?*

The federal Clean Water Act and state Porter-Cologne Water Quality Act have promulgated a number of program permits to improve surface and groundwater quality and meet water quality objectives through the National Pollutant Discharge Elimination System (NPDES) permit program. The San Francisco Bay Regional Water Quality Control Board Municipal Regional Stormwater NPDES Permit (Order No. R2-2015-0049) requires new development and redevelopment projects that create more than 10,000 square feet of impervious surface area to construct stormwater treatment systems to treat stormwater runoff (Provision C.3) (Regional Water Quality Control Board 2015). As a component of the project, two bioretention areas will be installed to satisfy the requirements of Provision C.3 of the Contra Costa County Clean Water Program's NPDES Permit.

The NPDES *General Permit for Storm Water Discharges Associated with Construction and Land Disturbances* (Order No. 2012-0006-DWQ) requires that construction projects that disturb more than one acre of soil to seek permit coverage from the State Water Resources Control Board (SWRCB) which requires notification, fees, and preparation of a Stormwater Prevention Pollution Plan (SWPPP) that identifies best management practices (BMPs) to be implemented during and after construction to avoid and minimize polluted runoff from construction sites (SWRCB 2015).

The project will not violate any water quality standards or waste discharge requirements for the reasons discussed above. Therefore, project impacts will be **less than significant**.

b) *Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?*

The project will not affect groundwater supply or groundwater recharge. Therefore, the project will have **no impact**.

c) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?*

Existing roadside drainage features, such as concrete ditches, asphalt dikes, and inlets, will be relocated during pavement widening, and existing culverts under the roadway will be extended. Once complete the project will largely maintain the existing drainage pattern; however, two bioretention features will be installed to satisfy the requirements of Provision C.3 of the Contra Costa County Clean Water Program's NPDES Permit. Provision C.3 requires stormwater retention and treatment to reduce erosion and sediment associated with runoff and to mimic the site's pre-construction hydrology. Therefore, project impacts will be **less than significant**.

- d) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface run-off in a manner which would result in flooding on-or off-site?*

The project will create additional impervious surface area as a result of the pavement widening. While there will be an increase in impervious area which could potentially increase the amount of surface run-off, construction of the two C.3 facilities will mimic the site's preconstruction hydrology; therefore, project impacts will be **less than significant**.

- e) *Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

As noted above, the constructed project will create additional impervious surface area; however, the project design will also include two bioretention facilities that will ensure the project will not contribute to substantial additional sources of polluted runoff. Therefore, project impacts will be **less than significant**.

- f) *Would the project otherwise substantially degrade water quality?*

Implementation of appropriate best management practices (BMPs) will avoid potential impacts to water quality during construction. Therefore, project impacts will be **less than significant**.

- g) *Would the project place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

The project is not located within a 100-year flood zone (Contra Costa County 2016). Further, the project will not create housing. Therefore, the project will have **no impact**.

- h) *Would the project place within a 100-year flood hazard area structures that would impede or redirect flood flows?*

As noted above, the project is not located within a 100-year flood plain zone, and the project will not create any structures which would not impede or redirect flood flows. Therefore, the project will have **no impact**.

- i) *Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*

The project will not expose people or structures to a significant risk of loss, injury or death involving flooding due to levee or dam failure as the project will not create levees or dams. Therefore, the project will have **no impact**.

- j) *Would the project the expose people or structures to risk of inundation by seiche, tsunami, or mudflow?*

The project area is not subject to seiche, tsunami, or mudflow. Therefore, the project will have **no impact**.

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**X. LAND USE AND PLANNING**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or the regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is located primarily within unincorporated Contra Costa County with a portion of the project located within the City Limits of Concord. Land use policies are established in the County’s General Plan and Zoning Code. In addition, the project is subject to the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) (Jones and Stokes 2006).

a) *Would the project physically divide an established community?*

The project would not physically divide an established community because the project involves improvement to an existing roadway (Kirker Pass Road). Therefore, the project will have **no impact**.

b) *Would the project conflict with any applicable land use plan, policy, or the regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

The project does not conflict with any applicable land use plan, policy or regulation; the project is consistent with the Transportation and Circulation Elements goals and policies of the County General Plan (Contra Costa County 2005g):

1. Roadway and Transit Goals #5-A: To provide a safe, efficient and balanced transportation system
2. Roadway and Transit Policy #5-9: Existing circulation facilities shall be improved and maintained by eliminating structural and geometric design deficiencies, and
3. Roadway and Transit Policy #5-17: The design and the scheduling of improvements to arterials and collectors shall give priority to safety over other factors including capacity

Therefore, the project will have **no impact**.

c) *Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?*

The project is located partially within the East Contra Costa County HCP/NCCP (HCP/NCCP) service

area (approximately 23.445 acres) and partially outside the service area (6.582 acres). As discussed in the Biological Resources section of this document, the project is being implemented consistent with the HCP/NCCP and Public Works staff have coordinated with staff from the Habitat Conservancy, California Department of Fish and Wildlife, and U.S. Fish and Wildlife to ensure the HCP/NCCP mitigation program can carry over to those areas that fall outside of the HCP/NCCP Service area. Therefore, the project will have **no impact**.

**XI. MINERAL RESOURCES**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss or availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Mineral resources such as crushed rock, sand, and other resources, are important minerals in the region as they provide the necessary components for construction materials including asphalt and concrete for current and future development in the region. The most important mineral resources that are currently mined in the County include diabase near Mt. Zion on the north side of Mt. Diablo, which provides crushed rock primarily for roadbase and streambank stabilizations; domengine sandstone, located in the eastern portion of the County just south of Camino Diablo and east of Vasco Road in the Byron area, which is the sole deposit in the state; and shale in the Port Costa area, which has been designated for protection by the County General Plan (Contra Costa County 2005h).

a) *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

There are no mapped mineral resource areas in the project area (Contra Costa County 2005h). Therefore, the project will have **no impact**.

b) *Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?*

There are no mapped mineral resource areas in the project area (Contra Costa County 2005h). As such, the project will not adversely affect the availability of a locally important mineral resource recovery site shown in the General Plan. Therefore, the project will have **no impact**.



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**XII. NOISE**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of, excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Background**

The effects of noise on people include subjective effects of annoyance, nuisance, and dissatisfaction. Persistent and escalating noise sources can affect one’s overall health including stress-related illnesses, high blood pressure, hearing loss, speech interference, sleep disruption, and lost productivity (USEPA 2016). The main contributors to a community noise problem are transportation sources such as highways, railroads, and airports as they are the most pervasive and continual. Temporary noise sources can add to the noise problem such as equipment operating at a construction site. The dynamic of the noise problem are based on the relationship between the noise source, the person or place exposed to the noise (receiver or sensitive receptor) and the path the noise will travel from the noise source to the receiver/sensitive receptor. Since the ear is not as sensitive at some frequencies and sound pressure level as at others, several methods of expressing average noise levels over a period of time have been developed (HUD 2016).

Sound intensity is typically measured in decibels (dB) from a range of 0 (threshold of hearing) to 140 (threshold of pain); the higher the decibels, the greater the intensity. For example, a decibel level of 10 is the sound of leaves rustling, a decibel level of 30 is a whisper, a decibel level of 60 is freeway traffic, a decibel of 90 is a noisy urban street, and a decibel level of 140 is a nearby jet engine. Prolonged exposure from at least 75 dB increases tension affecting blood pressure, heart function, and nervous system; prolonged exposure from at least 85 dB causes physical damage to human hearing; above 90 dB results in permanent cell damage, at 140 dB feeling of pain, and 190 dB will rupture the eardrum and

permanently damage the inner ear (HUD 2016).

Section 65302(f) of the California Government Code requires that a noise element be prepared as a part of all city and county general plans. This state law requires that a jurisdiction's noise element identify and work toward mitigation of noise problems in the community and include implementation measures and possible solutions that address any existing and perceivable noise problems. The Contra Costa County General Plan Noise Element follows the guidelines established by the California Department of Health Services entitled *Guidelines for the Preparation and Content of the Noise Element of the General Plan*, which defines noise metrics, discusses the process of noise element development, and presents land use compatibility guidelines based on various noise levels and provides goals, policies, and implementation measures for consideration (Contra Costa County 2005i).

Contra Costa County does not have a noise ordinance and therefore, does not specify operational or construction noise level limits. The Noise Element of the General Plan does specify that construction activities shall be concentrated during the hours of the day that are not noise-sensitive for adjacent land uses and should be commissioned to occur during normal work hours of the day to provide relative quiet during the more sensitive evening and early morning periods. Construction activities are generally limited to the hours between 7 a.m. to 5 p.m. (Contra Costa County 2005i).

A portion of the project lies within the City Limits of Concord. Concord Municipal Code Section 62-32(I)(y) regulates noise by only allowing construction activity during certain hours each day of the week. Construction activity is allowed Monday through Friday from 7:30 am to 5:00 pm and on the weekends from 8:00 am to 5:00 pm.

### ***Land Use Setting***

The land uses surrounding the project area consist of grazing lands, a junk yard, a rural residence, nearby residential homes (located just outside the project limits) and the Concord Pavilion. Noise sensitive land uses consist of the residences located nearby the project area (along Flagstone Way) and one rural residence located within the project limits but higher in elevation than the construction area. The homes along Flagstone Way are located across Kirker Pass Road from the Concord Pavilion and have an existing 6-7 foot tall sound barrier that would provide a minimum 10 dBA reduction in noise levels. The existing noise environment in the project area is governed primarily by vehicular traffic traveling on Kirker Pass Road.

- a) *Would the project cause exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

According to noise modeling conducted for operational impacts, the constructed project will not increase ambient noise levels above what already exists. As no operational traffic noise impacts are anticipated, no noise abatement measures are warranted.

Project construction may temporarily increase the noise level in the project area as a result of construction equipment noise. Standard construction equipment anticipated to be used includes excavators, graders, loaders, sweepers/scrubbers, plate compactors, rollers, backhoes, and pavers. In general, these types of construction equipment generate noise levels ranging from about 76 to 83 decibels at 50 feet from the noise source (FHWA 2016).

Based on the Caltrans Standard Specifications Section 14-8.02, Noise Control (2010), the following rules are applicable to the project's construction activities:

1. Do not exceed 86 dBA at 50 feet from the job site activities from 9:00 p.m. to 6:00 a.m.
2. Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.

In accordance with the Noise Element of the General Plan and the City of Concord's Municipal Code, project work will occur primarily during daytime hours, the non-sensitive period. Further, roadway construction activities typically occur for relatively short periods of time as construction proceeds along the project's alignment. Construction noise would mostly be of concern where noise levels from individual pieces of equipment are substantially higher than ambient conditions, or when construction activities would occur during noise sensitive hours (early morning, evening, or nighttime hours).

Construction of the project is primarily anticipated to occur during daytime hours; however, there may be times when nighttime work is necessary. Most construction phases would generate average noise levels that would exceed ambient daytime noise levels by about 10 dBA  $L_{eq[h]}$  with shielding provided by existing noise barriers and natural shielding such as topography and vegetation. Demolition involving impact tools would generate noise levels of about 20 dBA  $L_{eq[h]}$ . Maximum instantaneous noise levels generated by typical construction activities would generally be 5dB or less above existing maximum noise levels generated by traffic.

To reduce the potential for noise impacts resulting from project construction, the following measures will be implemented during project construction:

#### **MITIGATION MEASURE NOI-1: EMPLOY NOISE-REDUCING PRACTICES DURING CONSTRUCTION**

1. Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
2. Unnecessary idling of internal combustion engines within 100 feet of residences should be strictly prohibited.
3. Locate stationary noise generating equipment as far as possible from sensitive receptors.
4. Utilize 'quiet' air compressors and other 'quiet' equipment where such technology exists.
5. Avoid staging of construction equipment within 200 feet of residences and locate all stationary noise-generating construction equipment as far as practical from noise sensitive receptors.
6. Require all construction equipment to conform to Section 14-8.02 Noise Control, of the latest Standard Specifications.
7. Provide notification to the adjacent noise-sensitive receptors including the specific construction schedule for major noise-generating construction activities.

Therefore, project impacts will be **less than significant with mitigation incorporated**.

- b) *Would the project cause exposure of persons to or generation of, excessive ground borne vibration or ground borne noise levels?*

Road traffic is rarely the source of perceptible ground-borne vibration. Exceptions to this occur when there is a significant discontinuity in the roadway surface. Vehicles traveling over a discontinuity can

impart energy into the ground that can be perceived as ground-borne vibration (Caltrans 2013). The project will result in a smoother road pavement surface. Therefore, the constructed project is not expected to result in perceptible ground-borne vibration. However, construction activities could include operation of large pieces of equipment (e.g., graders, excavators) that may result in the periodic temporary generation of ground-borne vibration. While the project vicinity is largely rural in nature, there is a residence near the project's eastern segment. Heavy construction equipment will primarily be operated during the clearing/grubbing and grading phases, which are not anticipated to occur continuously at any one location as it would move throughout the project limits. Therefore, project impacts will be **less than significant**.

- c) *Would the project cause a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?*

According to noise modeling conducted for operational impacts, the constructed project will not increase ambient noise levels above what already exists. As no operational traffic noise impacts are anticipated, no noise abatement measures are warranted. Therefore, project impacts will be **less than significant**.

- d) *Would the project cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

The project will not contribute to temporary or periodic increases in the ambient noise levels in the project vicinity above what exists currently. The road improvements will create better traffic flow along the roadway. According to noise modeling conducted for operational impacts, the constructed project will not increase ambient noise levels above what already exists. As no operational traffic noise impacts are anticipated, no noise abatement measures are warranted. Therefore, project impacts will be **less than significant**.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

There is no public airport located within two miles of the project area. Therefore, the project will have **no impact**.

- f) *For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?*

The project is not located in the vicinity of a private airstrip. Therefore, the project will have **no impact**.

**XIII. POPULATION AND HOUSING**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section 15126.2(d) of the CEQA Guidelines states that the lead agency shall discuss ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly in the surrounding environment including the removal of obstacles that would encourage population growth. Increases in the population may stress existing community service facilities, requiring construction of new facilities that could cause significant environmental effects (Contra Costa County 2005j).

a) *Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

The project is a truck climbing lane project that is intended to reduce congestion along an existing roadway. The project does not include new development or other infrastructure that could induce substantial population growth. Therefore, project impacts will be **less than significant**.

b) *Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*

While the project may require some sliver right-of-way acquisitions along Kirker Pass Road to accommodate the new truck lane, the project will not result in the displacement of existing homes. No homes will be demolished or removed by the project. Therefore, the project will have **no impact**.

c) *Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

The project will not displace residents because as stated above no residences will be removed or demolished. Therefore, the project would have **no impact**.

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**XIV. PUBLIC SERVICES**

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Would the project:

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?

1 Fire Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Police Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4 Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5 Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?*

*1 Fire Protection?*

The Contra Costa County Fire Protection District provides fire protection services and emergency services for nine cities (including Concord) and the unincorporated areas in Contra Costa County (Contra Costa County 2005k). The constructed project will not increase demand for fire protection services and thus no new government facilities or expansion of existing facilities will be required. However, project construction could spark unintentional fires that may require fire services. Project contract specifications will require the contractor to contact local fire protection response services prior to project construction and provide at least one passable lane at all times during construction for fire protection vehicles. Therefore, project impacts will be **less than significant**.

*2 Police Protection?*

The Contra Costa County Sheriff’s Department provides general public safety and law enforcement services in unincorporated areas of Contra Costa County (Contra Costa County 2005k) and the City of Concord provides police services within Concord City Limits. The constructed project will not increase demand for police services and thus no new government facilities or expansion of existing facilities will be required. However, to alleviate any disruption to police protection services during construction, the contractor will contact local police protection response services prior to project construction and provide at least one passable lane at all times during construction for police vehicles. Therefore, project impacts will be **less than significant**.

*3 Schools?*

The project is a truck climbing lane project and does not include new development that could increase



the need for new schools or related facilities. The project will not increase demand for school services and thus no new government facilities or expansion of existing facilities will be required. Therefore, the project will have **no impact**.

*4 Parks?*

The project area is not located within or near a park. The constructed project will not increase demand for parks and thus no new facilities or expansion of existing facilities will be required. Therefore, the project will have **no impact**.

*5 Other public facilities?*

There are no other public facilities that would require new or expanded service facilities. Therefore, the project will have **no impact**.

**XV. RECREATION**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Would the project:

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

The project is a truck climbing lane project and does not include new development that could increase the use of existing parks or recreational facilities that could result in deterioration of facilities. Therefore, the project will have **no impact**.

b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?*

As noted above, the project is a truck climbing lane project and does not include new development that could require construction or expansion of existing recreational facilities. Therefore, the project will have **no impact**.

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**XVI. TRANSPORTATION/TRAFFIC**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Regulatory Background**

The Contra Costa Transportation Authority (CCTA) is a public agency formed to manage the County's transportation sales tax program and to conduct countywide transportation planning. CCTA is responsible for maintaining and improving the County's transportation system by planning, funding, and delivering critical transportation infrastructure projects and programs that connect the communities safely and efficiently including bicycle and pedestrian projects as described in the 2009 Countywide Bike and Pedestrian Plan (CCTA 2009, 2014). In addition, the Transportation and Circulation Element of the County General Plan includes transportation goals and policies (Contra Costa County 2005).

**Existing Traffic Conditions**

Kirker Pass Road will be widened so that the roadway on the southeast side from Clearbrook Drive in the City of Concord to the northern Hess Road intersection will accommodate a northbound truck climbing lane. This stretch of rural road experiences heavy commute traffic; including truck traffic. The steep grade of this stretch of Kirker Pass Road forces truck traffic to slow as truck drivers negotiate the steep grade. This slowing causes congestion, particularly during commute hours.

- a) *Would the project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?*

The constructed project will not conflict with applicable plans, ordinances or policies establishing measures of effectiveness for the performance of the circulation system since the purpose of the project is to create a truck lane that will allow for better traffic flow and will not lead to adverse changes in truck routing.

After reviewing the 2009 Contra Costa Countywide Bicycle and Pedestrian Plan, County Public Works Staff has determined that the project will not interfere with the County bicycle plan as Kirker Pass Road within the project segment is not designated as a bicycle facility but designated as a proposed facility (CCTA 2009). Once the project is completed the new paved shoulders could include a class II bike lane in the future.

While the constructed project will improve traffic circulation and will not interfere with other modes of motorized and non-motorized transportation, construction of the project will temporarily disrupt traffic circulation as it will result in traffic congestion and delays from one-way road closures. Construction activities will be generally limited to the hours between 7:00 a.m. to 5:00 p.m. Monday through Friday. Traffic control will be in place to accommodate morning and evening commute traffic.

In order to ensure traffic impacts are minimized during construction activities, the project contract specifications will require the contractor to implement the following avoidance measures:

AVOIDANCE MEASURE TRA-1:

1. No full lane closures allowed during commute hours; at off-peak hours one lane of Kirker Pass Road may be temporarily closed during active construction; reopening of lanes at the end of each working day.
2. Temporary lane closures may be scheduled at times of minimal traffic volumes such as nights, weekends, and off-commute hours where low traffic volumes are expected.
3. Traffic control including flaggers will be used as warranted to adjust flow as vehicle volume increases in either direction.
4. Placement of construction zone speed limits.
5. Advance letter notification to local emergency response services to allow them to plan for alternate routes.
6. Emergency vehicle access at all times.
7. Letter notification to local residents seven calendar days in advance of construction and road closure start date(s).
8. Publish press release in local newspapers seven days before construction start date.
9. Placement of portable changeable message signs at various locations in project vicinity with construction start and road closure dates and period at least seven calendar days in advance of start dates.
10. Provide accessibility to driveways to properties outside the project area throughout the project.

In addition, County Design and Construction Division staff will coordinate with the City of Concord and the Concord Pavilion as early as possible to minimize disruption to any scheduled events. Project impacts will be **less than significant** with these avoidance measures in place.

- b) *Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?*

The constructed project will not conflict with a congestion management program as the purpose of the project is to improve the existing traffic flow along the roadway for trucks and cars. While there will be additional traffic generated during project construction from construction-related vehicles, the traffic increases are short-term. Therefore, project impacts will be **less than significant**.

- c) *Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*

The project will not result in a change in air traffic patterns as there will be no increase in traffic levels or change in location that would pose a substantial safety risk. Therefore, the project will have **no impact**.

- d) *Would the project substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?*

The constructed project will not substantially increase hazards due to a design feature as the purpose of the project is to improve traffic flow along the roadway. During construction the project contract specifications will require the contractor to implement the avoidance measures above to minimize potential construction impacts; therefore project impacts will be **less than significant**.

- e) *Would the project result in inadequate emergency access?*

The constructed project would not result in inadequate emergency access. However, project construction could interfere with emergency access. The project contract specifications include the measures listed above to minimize potential impacts. Therefore, project impacts will be **less than significant**.

- f) *Would the project conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?*

As discussed above, the project will not disrupt any current or planned public transit, bicycle, or pedestrian facilities planned along Kirker Pass Road within the project segment. While Kirker Pass Road will not be designated as a current bicycle facility, the completed project will provide widened paved shoulders for future Class II bike lanes which is consistent with County transportation policies (Contra Costa County 2005I, CCTA 2009, 2014). Therefore, the project will have **no impact**.

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**XVIII. UTILITIES AND SERVICE SYSTEMS**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A portion of the project area is not located within service areas due to its location in a rural area beyond city limits, which relies on wells for domestic water and septic tanks and leach fields for sanitary waste (Contra Costa County 2005m). The other area of the project lies within the City of Concord and served by their services, but the project will not require water or wastewater treatment services.

a) *Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

The project will not exceed wastewater requirements because the completed project would not result in the need for wastewater treatment. Therefore, the project will have **no impact**.



- b) *Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

The project will not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities because the completed project will not require or result in the need for water or wastewater services. Therefore, the project will have **no impact**.

- c) *Would the project require or result in the construction of new storm water drainage facilities, the construction of which could cause significant environmental effects?*

Existing roadside drainage features, such as concrete ditches, asphalt dikes, and inlets, will be relocated during pavement widening, and existing culverts under the roadway will be extended. Once complete the project will largely maintain the existing drainage pattern; however, two bioretention features will be installed to satisfy the requirements of Provision C.3 of the Contra Costa County Clean Water Program's National Pollutant Discharge Elimination System (NPDES) Permit. Provision C.3 requires stormwater retention and treatment to reduce erosion and sediment associated with runoff and to mimic the site's pre-construction hydrology. Therefore, the project's impacts will be **less than significant**.

- d) *Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

The completed project will not require water service, and any water needed during construction activities would be provided by water trucks from off-site water sources. Therefore, the project will have **no impact**.

- e) *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

The completed project will not require wastewater treatment services. Therefore, the project will have **no impact**.

- f) *Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's waste disposal needs?*

The completed project will not have waste disposal needs. Solid waste generated by project construction would be limited to construction debris such as vegetative matter, asphalt, and concrete. Material generated by the excavation of the existing roadway and construction of associated improvements will be disposed of in accordance with federal, state, and local regulations. Therefore, project impacts will be **less than significant**.

- g) *Would the project comply with federal, state and local statutes and regulations related to solid waste?*

The project specifications will require that the contractor dispose of solid waste generated from construction in accordance with federal, state and local regulations. Therefore, the project will have **no impact**.

**XIX. MANDATORY FINDINGS OF SIGNIFICANCE**

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish and wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish and wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

The project will not degrade the quality of the environment. There are no known historic or archaeological resources of importance that will be impacted due to anticipated absence in the project area and implementation of appropriate avoidance and minimization measures. Further, as described in the Air Quality, Biological Resources, Cultural Resources, Greenhouse Gas, Hazards and Hazardous Materials, Noise, and Transportation/Traffic sections, appropriate avoidance, minimization, and/or mitigation measures will be implemented to ensure potential impacts due to the project remain **less than significant with mitigation incorporated**.

b) *Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

All project impacts were found to be less than significant or less than significant with avoidance, minimization, and/or mitigation measures incorporated. No other known projects that could result in cumulative construction impacts are currently planned. Therefore, the impacts will be **less than**

**significant.**

- c) *Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?*

The project will not cause substantial adverse direct or indirect effects on human beings as impacts will be avoided and minimized where possible and mitigated when necessary. Mitigation measures will be implemented as described in the Air Quality, Biological Resources, Greenhouse Gas, Hazards and Hazardous Materials, Noise, and Transportation/Traffic sections. Therefore, project impacts will be **less than significant with mitigation incorporated.**

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**APPENDIX A: MITIGATION AND MONITORING REPORTING PROGRAM (MMRP)**

MEASURE #	MITIGATION MEASURE	IMPLEMENTATION TIMING	IMPLEMENTATION RESPONSIBILITY	VERIFICATION RESPONSIBILITY
<p align="center"><b>AIR-1</b></p>	<p><b>MITIGATION MEASURE AIR-1: CONSTRUCTION IMPACTS</b></p> <p>Consistent with the Best Management Practices required by the BAAQMD, the following actions shall be incorporated into construction contract and specifications for the project:</p> <ul style="list-style-type: none"> <li>• All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</li> <li>• All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</li> <li>• All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</li> <li>• All vehicle speeds on unpaved roads shall be limited to 15 mph.</li> <li>• All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.</li> <li>• Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.</li> <li>• All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</li> <li>• A publicly visible sign shall be posted with the telephone number and contact information for the designated on-site construction manager available to receive and respond to dust complaints. This person shall report all complaints to Contra Costa County and take immediate corrective action as soon as practical but not more than 48 hours after the complaint is received. The BAAQMD’s phone number shall also be visible to ensure compliance with applicable regulations.</li> </ul>	<p align="center">During construction</p>	<p align="center">CCCPWD Construction Division</p>	<p align="center">CCCPWD Environmental Services Division</p>

**APPENDIX A: MITIGATION AND MONITORING REPORTING PROGRAM (MMRP)**

MEASURE #	MITIGATION MEASURE	IMPLEMENTATION TIMING	IMPLEMENTATION RESPONSIBILITY	VERIFICATION RESPONSIBILITY
<p><b>BIO-1 and BIO-2</b></p>	<p><b>MITIGATION MEASURE BIO-1: COMPENSATORY MITIGATION (SPECIES/HABITAT)</b></p> <p><b>And</b></p> <p><b>MITIGATION MEASURE BIO-2: COMPENSATORY MITIGATION (WETLANDS/WATERS)</b></p> <p>Compensatory mitigation will take the following two forms:</p> <ol style="list-style-type: none"> <li>1. HCP/NCCP Development and Wetland Mitigation Fees: For impacts within the HCP/NCCP Service Area, the project will mitigate permanent and temporary impacts by fee payment to the Habitat Conservancy. Mitigation fees are based on the project’s impact acreages and are calculated based on two fee types (the project-wide development fee and the wetland mitigation fee). These fees are currently estimated to be \$137,056.47. The fees may adjust as project plans are further refined. In addition, the HCP/NCCP fees adjust annually (in March). Final project fees based on final project impacts will be paid at construction contract award.</li> <li>2. Supplemental mitigation funds: For impacts outside the HCP/NCCP Service Area, an additional mitigation fee will be paid. The additional mitigation fee will consist of a base fee (i.e., the fee that would be paid if this portion of the project fell within the HCP/NCCP Service Area), plus a “contribution to recovery fee” to ensure there is funding for an endowment and management in perpetuity for the mitigation. In addition, a nominal processing fee will be provided to the Habitat Conservancy for implementation of conservation goals beyond those required by the HCP/NCCP in accordance with Sections 8.6.2 and 9.3.2 of the HCP/NCCP. Mitigation achieved with this supplemental funding will consist of additional land acquisition and preservation; habitat enhancement, restoration, and creation; and species-specific management actions. With payment of these supplemental mitigation funds, the Public Works Department will transfer the mitigation obligation to the Conservancy. The Conservancy will track the supplemental mitigation funds</li> </ol>	<p align="center">At Contract Award</p>	<p align="center">CCCPWD Environmental Services Division</p>	<p align="center">CCCD CD (Habitat Conservancy)</p>

**APPENDIX A: MITIGATION AND MONITORING REPORTING PROGRAM (MMRP)**

MEASURE #	MITIGATION MEASURE	IMPLEMENTATION TIMING	IMPLEMENTATION RESPONSIBILITY	VERIFICATION RESPONSIBILITY
	separately from covered projects; however, the conservation performed by the funds would be subsumed into the Preserve System and the lands managed in perpetuity consistent with the HCP/NCCP and appropriate Regional Preserve Management Plan.			
<b>HAZ-1</b>	<p><b>MITIGATION MEASURE HAZ-1: MATERIALS HANDLING/STORAGE/TRANSPORT MEASURES</b></p> <ol style="list-style-type: none"> <li>1. Soil exhibiting elevated lead levels will be handled as defined by a Final Lead Management Plan prepared by a qualified hazardous waste specialist for the Project. The plan will identify specific measures for on and/or off-site handling, storage, transport, and disposal. The Plan will include a Worker Safety component utilizing Best Management Practices (BMPs) to minimize worker exposure. The Worker Safety Plan will include protocols for environmental monitoring, personnel monitoring including personal protective equipment, and other appropriate health and safety protocols and procedures for the handling of lead-impacted soil. Additional measures could include contractor and subcontractor employee education regarding identification, storage, and disposal of hazardous wastes; ongoing hazardous waste training incorporated into regular safety meetings; and repair or replacement of perimeter controls, containment structures, covers, and liners as needed.</li> <li>2. Further testing of stockpiled soil will be conducted during construction to verify lead levels.</li> <li>3. Stockpiled soil that has verified lead levels that do not exceed California Class I Hazardous Waste and/or RCRA Hazardous Waste thresholds may be used on-site with no further restrictions.</li> <li>4. Specific handling, use, and/or disposal protocols as follows:               <ol style="list-style-type: none"> <li>a. Soil that is disposed of as a California Hazardous Waste and/or RCRA Hazardous Waste will be transported to a Class I landfill</li> </ol> </li> </ol>	Immediately prior to and during construction	CCCPWD Construction Division	CCCPWD Environmental Services Division

**APPENDIX A: MITIGATION AND MONITORING REPORTING PROGRAM (MMRP)**

<b>MEASURE #</b>	<b>MITIGATION MEASURE</b>	<b>IMPLEMENTATION TIMING</b>	<b>IMPLEMENTATION RESPONSIBILITY</b>	<b>VERIFICATION RESPONSIBILITY</b>
	<p>b. Soil that is not disposed of as a California Hazardous Waste may be reused on-site (e.g., as embankment fill) in a manner to protect human health and the environment.</p>			
<b>NOI-1</b>	<p><b>MITIGATION MEASURE NOI-1: CONSTRUCTION IMPACTS</b></p> <ol style="list-style-type: none"> <li>1. Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment</li> <li>2. Unnecessary idling of internal combustion engines within 100 feet of residences should be strictly prohibited</li> <li>3. Locate stationary noise generating equipment as far as possible from sensitive receptors</li> <li>4. Utilize ‘quiet’ air compressors and other ‘quiet’ equipment where such technology exists</li> <li>5. Avoid staging of construction equipment within 200 feet of residences and locate all stationary noise-generating construction equipment as far as practical from noise sensitive receptors</li> <li>6. Require all construction equipment to conform to Section 14-8.02 Noise Control, of the latest Standard Specifications</li> <li>7. Provide notification to the adjacent noise-sensitive receptors including the specific construction schedule for major noise-generating construction activities</li> </ol>	<p align="center">During construction</p>	<p align="center">CCCPWD Construction Division</p>	<p align="center">CCCPWD Environmental Services Division</p>

**APPENDIX A: MITIGATION AND MONITORING REPORTING PROGRAM (MMRP)**

<b>MEASURE #</b>	<b>AVOIDANCE/MINIMIZATION MEASURE</b>	<b>IMPLEMENTATION TIMING</b>	<b>IMPLEMENTATION RESPONSIBILITY</b>	<b>VERIFICATION RESPONSIBILITY</b>
<b>BIO-1</b>	<p><b>AVOIDANCE MEASURE BIO-1 – GOLDEN EAGLE</b></p> <p>Prior to ground disturbance, a qualified biologist will conduct a preconstruction survey to establish whether golden eagle nests within 0.5 mile of the proposed project site are occupied. The survey will be conducted no more than one month in advance of construction. Occupancy of nests will be determined by observations from the project site and public roads or by observations of golden eagle activity (e.g., foraging) near the project site. Covered activities will be prohibited within 0.5 mile of active nests. Nests can be built and active at almost any time of the year, although mating and egg incubation occurs late January through August, with peak activity in March through July. If site-specific conditions or the nature of the covered activity (e.g., steep topography, dense vegetation, limited activities) indicate that a smaller buffer could be appropriate or that a larger buffer should be implemented, the Implementing Entity will coordinate with CDFW/USFWS to determine the appropriate buffer size. During construction, biological monitoring will focus on ensuring that no covered activities occur within the buffer zone established around an active nest.</p>	<p>Prior to and during construction</p>	<p>CCCPWD Environmental Services</p>	<p>CCCPWD Environmental Services</p>
<b>BIO-2</b>	<p><b>AVOIDANCE MEASURE BIO-2 – BURROWING OWL</b></p> <p>Prior to any ground disturbance related to covered activities, a USFWS/CDFW approved biologist will conduct a preconstruction survey in areas identified in the planning surveys as having potential burrowing owl habitat. The surveys will establish the presence or absence of burrowing owl and/or habitat features and evaluate use by owls in accordance with CDFW survey guidelines (CDFG 1995). On the parcel where the activity is proposed, the biologist will survey the proposed disturbance footprint and a 500-foot radius from the perimeter of the proposed footprint to identify burrows and owls. Adjacent parcels under different land ownership will not be surveyed. Surveys should take place near sunrise or sunset in accordance with CDFW guidelines. All burrows or burrowing owls will be identified and mapped. Surveys will take place no more than 30 days prior to construction. During the breeding season (February 1– August 31), surveys will document</p>	<p>Prior to and during construction</p>	<p>CCCPWD Environmental Services</p>	<p>CCCPWD Environmental Services</p>

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	<p>whether burrowing owls are nesting in or directly adjacent to disturbance areas. During the nonbreeding season (September 1– January 31), surveys will document whether burrowing owls are using habitat in or directly adjacent to any disturbance area. Survey results will be valid only for the season (breeding or nonbreeding) during which the survey is conducted. If burrowing owls are found during the breeding season (February 1–August 31), the project proponent will avoid all nest sites that could be disturbed by project construction during the remainder of the breeding season or while the nest is occupied by adults or young. Avoidance will include establishment of a non-disturbance buffer zone. Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the nonbreeding season (September 1– January 31), the project proponent should avoid the owls and the burrows they are using, if possible. Avoidance will include the establishment of a buffer zone. If occupied burrows for burrowing owls are not avoided, passive relocation will be implemented. Owls should be excluded from burrows in the immediate impact zone and within a 160-foot buffer zone by installing one-way doors in burrow entrances. These doors should be in place for 48 hours prior to excavation. The project area should be monitored daily for 1 week to confirm that the owl has abandoned the burrow. Whenever possible, burrows should be excavated using hand tools and refilled to prevent reoccupation (CDFG 1995). Plastic tubing or a similar structure should be inserted in the tunnels during excavation to maintain an escape route for any owls inside the burrow. The applicant may conduct burrow management (i.e., regular surveys to find and proactively collapse unoccupied yet suitable burrows) in advance of and during construction to lower the likelihood of owls occupying burrows within the project area.</p>			
<b>BIO-3</b>	<p><b>AVOIDANCE MEASURE BIO-3: WHITE-TAILED KITE</b></p> <p>To the extent feasible, vegetation removal activities will not occur during the breeding season of February 15 through August 31. If vegetation removal must occur during the breeding season, all sites</p>			

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MEASURE #	AVOIDANCE/MINIMIZATION MEASURE	IMPLEMENTATION TIMING	IMPLEMENTATION RESPONSIBILITY	VERIFICATION RESPONSIBILITY
	<p>will be surveyed by a qualified biologist to verify the presence or absence of nesting birds. Preconstruction surveys will be conducted no more than two weeks prior to the start of work from February 15 through August 31. If the survey indicates the potential presence of nesting birds, a buffer will be placed around the nest in which no work will be allowed until the young have successfully fledged or the nest has failed. The size of the nest buffer will be determined by a qualified biologist in consultation with the CDFW. In general, buffer sizes of 250 feet for raptors and 50 feet for passerines should prevent disturbance to birds nesting in a moderately urban environment, but these buffers may be increased or decreased, as appropriate, depending on the bird species, the level of disturbance anticipated near the nest and other factors such as topography and vegetation shielding.</p>	<p>Prior to and during construction</p>	<p>CCCPWD Environmental Services</p>	<p>CCCPWD Environmental Services</p>
<p><b>BIO-4</b></p>	<p><b>AVOIDANCE MEASURE BIO-4: TOWNSEND’S BIG-EARED BAT</b></p> <p>A preconstruction survey is required to determine whether Project area trees are occupied or whether they show signs of recent previous occupation. If the species is observed or if evidence of recent occupation is established, construction activities must be scheduled to minimize impacts on Townsend’s big-eared bat. The establishment of maternity or hibernation roosts is highly unlikely due to a lack of appropriate habitat, however, if such sites are discovered they will be sealed in accordance with HCP/NCCP requirements as follows: hibernation site with evidence of prior occupation will be sealed before the hibernation season (November to March), and nursery sites will be sealed before the nursery season (April to August). If the site is occupied, then the action will occur either prior to or after the hibernation season and after August 15 for nursery colonies.</p>	<p>Prior to and during construction</p>	<p>CCCPWD Environmental Services</p>	<p>CCCPWD Environmental Services</p>
<p><b>BIO-5</b></p>	<p><b>AVOIDANCE MEASURE BIO-5: PALLID BAT</b></p> <p>All potential roost trees within the BSA will be surveyed for the presence of bat roosts by a qualified biologist no more than two weeks prior to the initiation of tree removal or ground disturbing</p>			

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	<p>activities. If no roosting sites are present, the trees will be removed within two weeks following the survey. If roosting habitat is present and occupied, then a qualified biologist will determine the species of bats present. If it is determined that the bats are not a special-status species and the roost is not being used as a maternity roost, then the bats may be evicted using methods developed by a biologist experienced in developing bat mitigation and exclusion plans. If the bats are found to be pallid bats of the roost is being used as a maternity roost by any bat species, then a biologist experience in bat mitigation and exclusion plans must prepare an eviction plan detailing the methods of excluding bats and the method to secure the roost site to prevent its reuse prior to removal. Removal of the roost may only occur after the eviction plan has been approved by CDFW. Tree removal surrounding roost trees will be conducted without damaging roost trees. All trees will be cut and left on the ground overnight prior to onsite chipping or removal of trees to allow bats to escape from the downed trees. No diesel or gas-powered equipment will be stored or operated directly beneath a roost site and all construction activity in the vicinity of an active roost will be limited to daylight hours.</p>	<p>Prior to and during construction</p>	<p>CCCPWD Environmental Services</p>	<p>CCCPWD Environmental Services</p>
<b>BIO-6</b>	<p><b>AVOIDANCE MEASURE BIO-6: SAN JOAQUIN KIT FOX</b> Prior to any ground disturbance related to covered activities, a USFWS/CDFW– approved biologist will conduct a preconstruction survey in areas identified in the planning surveys as supporting suitable breeding or denning habitat for San Joaquin kit fox. The surveys will establish the presence or absence of San Joaquin kit foxes and/or suitable dens and evaluate use by kit foxes in accordance with USFWS survey guidelines (U.S. Fish and Wildlife Service 1999). Preconstruction surveys will be conducted within 30 days of ground disturbance. On the parcel where the activity is proposed, the biologist will survey the proposed disturbance footprint and a 250-foot radius from the perimeter of the proposed footprint to identify San Joaquin kit foxes and/or suitable dens. Adjacent parcels under different land ownership will not be surveyed. The status of all dens will be determined and mapped. Written results of preconstruction surveys will be submitted to</p>	<p>Prior to and during construction</p>	<p>CCCPWD Environmental Services</p>	<p>CCCPWD Environmental Services</p>



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MEASURE #	AVOIDANCE/MINIMIZATION MEASURE	IMPLEMENTATION TIMING	IMPLEMENTATION RESPONSIBILITY	VERIFICATION RESPONSIBILITY
	<p>USFWS within 5 working days after survey completion and before the start of ground disturbance. Concurrence is not required prior to initiation of covered activities. If San Joaquin kit foxes and/or suitable dens are identified in the survey area, the measures described below will be implemented. If a San Joaquin kit fox den is discovered in the proposed development footprint, the den will be monitored for 3 days by a USFWS/CDFW-approved biologist using a tracking medium or an infrared beam camera to determine if the den is currently being used. Unoccupied dens should be destroyed immediately to prevent subsequent use. If a natal or pupping den is found, USFWS and CDFW will be notified immediately. The den will not be destroyed until the pups and adults have vacated and then only after further consultation with USFWS and CDFW. If kit fox activity is observed at the den during the initial monitoring period, the den will be monitored for an additional 5 consecutive days from the time of the first observation to allow any resident animals to move to another den while den use is actively discouraged. For dens other than natal or pupping dens, use of the den can be discouraged by partially plugging the entrance with soil such that any resident animal can easily escape. Once the den is determined to be unoccupied it may be excavated under the direction of the biologist. Alternatively, if the animal is still present after 5 or more consecutive days of plugging and monitoring, the den may have to be excavated when, in the judgment of a biologist, it is temporarily vacant (i.e., during the animal's normal foraging activities). If dens are identified in the survey area outside the proposed disturbance footprint, exclusion zones around each den entrance or cluster of entrances will be demarcated. The configuration of exclusion zones should be circular, with a radius measured outward from the den entrance(s). No covered activities will occur within the exclusion zones. Exclusion zone radii for potential dens will be at least 50 feet and will be demarcated with four to five flagged stakes. Exclusion zone radii for known dens will be at least 100 feet and will be demarcated with staking and flagging that encircles each den or cluster of dens but does not prevent access to the den by kit fox.</p>			

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<p><b>BIO-7</b></p>	<p><b>AVOIDANCE MEASURE BIO-7: NESTING BIRDS AND RAPTORS</b>                      Additional passerine and raptor bird species also have the potential to breed and forage within the project vicinity due to the presence of riparian and oak woodlands, native grassland, and seasonal wetlands in the project area or vicinity. Most passerine and raptor species are protected by the Migratory Bird Treaty Act (MBTA) and Fish and Game Code. Construction of the project will require removal of trees and shrubs along Kirker Pass Road. The general avian nesting season is February 1 – August 31. Therefore, the project may directly or indirectly impact listed and/or MBTA-protected nesting birds and/or raptors if present. The project is not anticipated to impact these species with implementation of the following avoidance measures:</p> <ol style="list-style-type: none"> <li>1. If tree removal, pruning, or grubbing activities are necessary, such activities will be conducted between October and February – outside of the breeding season – and preferably during the fall, prior to the onset of the rainy season, to avoid impacts to nesting migratory birds.</li> <li>2. If project construction begins during the breeding season (February 1 to August 31), preconstruction surveys will be conducted within the project footprint and a 250-foot buffer for raptors and a 50-foot buffer for all other nesting birds, by a qualified biologist no more than two weeks prior to staging, pruning/grubbing or surface-disturbing activities. If no active nests are found within the project footprint and a 250-foot buffer, no further measures need to be implemented.</li> <li>3. If active nests (i.e. nests in the egg laying, incubating, nestling or fledgling stages) are found within 250 feet of the project footprint, non-disturbance buffers will be established at a distance sufficient to minimize disturbance based on the nest location, topography, cover, the nesting pair’s tolerance to disturbance and the type/duration of potential disturbance. Sufficient buffers are generally 250 feet for raptors and 50 feet for other nesting birds. No work will occur within the non-disturbance buffers until the young have fledged, as determined</li> </ol>	<p>Prior to and during construction</p>	<p>CCCPWD Environmental Services</p>	<p>CCCPWD Environmental Services</p>

**APPENDIX A: MITIGATION AND MONITORING REPORTING PROGRAM (MMRP)**

MEASURE #	AVOIDANCE/MINIMIZATION MEASURE	IMPLEMENTATION TIMING	IMPLEMENTATION RESPONSIBILITY	VERIFICATION RESPONSIBILITY
	<p>by a qualified biologist. Buffer size will be determined in cooperation with the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service Migratory Bird Permit Office. If buffers are established and it is determined that project activities are resulting in nest disturbance, work will cease immediately and the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service Migratory Bird Permit Office should be contacted for further guidance.</p>			
<b>BIO-8</b>	<p><b>AVOIDANCE MEASURE BIO-8: GENERAL AVOIDANCE AND MINIMIZATION</b></p> <p>The project has been designed to be consistent with the HCP/NCCP Conservation Measure 1.14 Design Requirements for Covered Road Outside the Urban Development Area. In compliance with that measure, the following additional avoidance measures will be implemented for protection of the biological resources within the Project area and vicinity:</p> <ul style="list-style-type: none"> <li>• Equipment storage, fueling, and staging areas will be sited on disturbed areas or on ruderal or non-sensitive, non-native grassland land cover types, when these sites are available to minimize risk of direct discharge into sensitive land cover types</li> <li>• No erodible materials will be deposited into watercourses. Brush, loose soils, or other debris will not be stockpiled within stream channels or on adjacent banks</li> <li>• All no-take species will be avoided</li> <li>• Construction activities will comply with the MBTA and will consider seasonal requirements for birds and migratory non-resident species, including HCP/NCCP covered species</li> <li>• Temporary stream diversions, if required, will use sand bags or other approved methods that minimize in-stream impacts and effects on wildlife</li> <li>• Silt fencing or other sediment trapping methods will be installed down-gradient from construction activities to minimize the transport of sediment off site</li> <li>• Barriers will be constructed to keep wildlife out of construction sites, as appropriate</li> </ul>	<p align="center">During construction</p>	<p align="center">CCCPWD Construction Division</p> <p align="center">CCCPWD Environmental Services Division</p>	<p align="center">CCCPWD Environmental Services Division</p>

**APPENDIX A: MITIGATION AND MONITORING REPORTING PROGRAM (MMRP)**

<b>MEASURE #</b>	<b>AVOIDANCE/MINIMIZATION MEASURE</b>	<b>IMPLEMENTATION TIMING</b>	<b>IMPLEMENTATION RESPONSIBILITY</b>	<b>VERIFICATION RESPONSIBILITY</b>
	<ul style="list-style-type: none"> <li>• On-site monitoring will be conducted throughout the construction period to ensure that disturbance limits, BMPs and HCP/NCCP restrictions are being implemented properly</li> <li>• Active construction areas will be watered regularly to minimize the impact of dust on adjacent vegetation and wildlife habitats, if warranted</li> <li>• Vegetation and other debris will be managed in and near culverts and under and near bridges to ensure that entryways remain open and visible to wildlife and the passage through the culvert or under the bridge remains clear.</li> <li>• Cut and fills slopes will be revegetated with native, non-invasive non-native, or non-reproductive (i.e., sterile hybrids) plants suitable for the altered soil conditions.</li> </ul>			
<b>BIO-9</b>	<p><b>AVOIDANCE MEASURE BIO-9: RIPARIAN HABITAT</b></p> <ul style="list-style-type: none"> <li>• Provision C.3 of the Contra Costa County Clean Water Program’s NPDES permit will be followed to minimize the effects of urban development on downstream hydrology, streams, and wetlands</li> <li>• All wetlands, ponds, streams, and riparian woodland/scrub to be avoided will be temporarily staked in the field by a qualified biologist</li> <li>• Personnel conducting ground-disturbing activities within or adjacent to the buffer zone of wetlands, ponds, streams, or riparian woodland/scrub will be trained by a qualified biologist in these avoidance and minimization measures and the permit obligations</li> <li>• Vehicles and equipment will be parked on pavement, existing roads, and previously disturbed areas</li> <li>• Trash will be promptly and properly removed from the site</li> <li>• No construction or maintenance vehicles will be refueled within 200 feet of wetlands, ponds, streams, or riparian woodland/scrub unless a bermed and lined refueling area is constructed and hazardous material absorbent pads are available in the event of a spill</li> <li>• Appropriate erosion control measures will be used on-site to reduce siltation and runoff of contaminants into the wetlands, ponds, streams, or riparian woodland/scrub. Filter fences and mesh will</li> </ul>	<p align="center">Prior to and during construction</p>	<p align="center">CCCPWD Construction Division</p> <p align="center">CCCPWD Environmental Services Division</p>	<p align="center">CCCPWD Environmental Services Division</p>

**APPENDIX A: MITIGATION AND MONITORING REPORTING PROGRAM (MMRP)**

<b>MEASURE #</b>	<b>AVOIDANCE/MINIMIZATION MEASURE</b>	<b>IMPLEMENTATION TIMING</b>	<b>IMPLEMENTATION RESPONSIBILITY</b>	<b>VERIFICATION RESPONSIBILITY</b>
	<p>be of material that will not entrap reptiles and amphibians. Erosion control blankets will be used as a last resort because of their tendency to biodegrade slowly and to trap reptiles and amphibians. Erosion control measures will be placed between the outer edge of the buffer and the project site.</p> <ul style="list-style-type: none"> <li>• Fiber rolls used for erosion control will be certified as free of noxious weed seed</li> <li>• Seed mixtures applied for erosion control will not contain invasive non-native species and will be composed of native species or sterile non-native species</li> </ul>			
<b>CUL-1</b>	<p><b>AVOIDANCE MEASURE CUL-1: UNANTICIPATED SUBSURFACE CULTURAL RESOURCES</b></p> <ol style="list-style-type: none"> <li>1. Contractor will be notified of the possibility of encountering archaeological materials during Ground-disturbing activities and will be educated on the types of historic and pre-historic Native American period archaeological materials that may be encountered.</li> <li>2. If an inadvertent discovery is made, the Contractor will cease all ground-disturbing activities in the area of the discovery.</li> <li>3. The Contractor will immediately notify the CCCPWD Resident Engineer who will then request a qualified archaeologist to evaluate the finding(s).</li> <li>4. If the finding(s) is determined to be potentially significant, the archaeologist in consultation with the appropriate Native American tribal representative or historical society will develop a research design and treatment plan outlining management of the resource, analysis, and reporting of the find.</li> </ol>	Prior to and during construction	CCCPWD Construction Division	CCCPWD Environmental Services Division
<b>CUL-2</b>	<p><b>AVOIDANCE MEASURE CUL-2: UNANTICIPATED NATIVE AMERICAN BURIALS</b></p> <p>Project specifications will require that the contractor shall stop work in the area of any discovery and immediately notify CCCPWD Resident Engineer who will then contact the County Coroner, NAHC, and a qualified archeologist to determine how to appropriately deal with the remains in coordination with the Most Likely Descendent and in accordance with the California Health and Safety Code (Health and Safety Code Section 7050.5[b]).</p>	Prior to and during construction	CCCPWD Construction Division	CCCPWD Environmental Services Division

**APPENDIX A: MITIGATION AND MONITORING REPORTING PROGRAM (MMRP)**

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TRA-1	<p><b>AVOIDANCE MEASURE TRA-1: CONSTRUCTION TRAFFIC IMPACTS</b></p> <ol style="list-style-type: none"> <li>1. No full lane closures allowed during commute hours; at off-peak hours one lane of Kirker Pass Road may be temporarily closed during active construction; reopening of lanes at the end of each working day</li> <li>2. Temporary lane closures may be scheduled at times of minimal traffic volumes such as nights, weekends, and off-commute hours where low traffic volumes are expected</li> <li>3. Traffic control including flaggers will be used as warranted to adjust flow as vehicle volume increases in either direction</li> <li>4. Placement of construction zone speed limits</li> <li>5. Advance letter notification to local emergency response services to allow them to plan for alternate routes</li> <li>6. Emergency vehicle access at all times</li> <li>7. Letter notification to local residents seven calendar days in advance of construction and road closure start date(s).</li> <li>8. Publish press release in local newspapers seven days before construction start date.</li> <li>9. Placement of portable changeable message signs at various locations in project vicinity with construction start and road closure dates and period at least seven calendar days in advance of start dates.</li> <li>10. Provide accessibility to driveways to properties outside the project area throughout the project.</li> </ol>	Prior to and during construction	CCCPWD Construction Division	CCCPWD Environmental Services Division

## **APPENDIX B**

**Response to Comments  
on the  
Initial Study/Mitigated Negative Declaration  
for the  
Kirker Pass Northbound Truck Climbing Lane Project**

**LIST OF COMMENT LETTERS**

1. Dario Arugay (September 2, 2016)
2. AT&T (September 7, 2016)
3. David Woodworth (September 13, 2016)
4. Contra Costa Health Services (September 14, 2016)
5. East Bay Regional Park District (September 29, 2016)
6. Governor's Office of Planning and Research (State Clearinghouse) (September 30, 2016)



**COMMENT LETTER #1. DARIO ARUGAY** (September 7, 2016)

**Comment 1-1:** Mr. Arugay notes there is an existing storm drain inlet at the intersection of Kirker and Clearbrook Drive, where the concrete median barrier ends. During the rains, this drain inlet does not function to catch any runoff from the hill because the inlet is above the existing grade, i.e., runoff is not going into the inlet. The runoff from the hill stops at the end of the concrete median barrier, and eventually flows toward the northbound (NB) lanes toward the pavilion and the left turn pocket to Clearbrook Drive, thus, creating skid or less traction to the car tires as residents enter the Canyon Creek Community (CCC). This is a safety issue. The current superelevation of southbound Kirker Pass is leaning toward the east side of the roadway to the Concord Pavilion. Mr. Arugay requests that the existing storm drain inlet be reconstructed below the existing grade as it will ensure that all runoff gets into the inlet and no spillage to the northbound lanes. Mr. Arugay further requests adding more drain inlets to be tied to the drain inlet from the hill down to the intersection's existing storm drain inlet.

**Response:** The Kirker Pass Road/Clearbrook Drive intersection is outside the limits of the proposed improvements for the project and within the City of Concord. Ms. Nancy Wein of the Contra Costa County Public Works Department, Transportation Engineering Division has notified the City of your concern for drainage in this intersection. The City of Concord's Infrastructure Manager, Jeff Rogers, can be reached at (925) 671-3108 or [jeff.rogers@cityofconcord.org](mailto:jeff.rogers@cityofconcord.org).

**Comment 1-2:** Mr. Arugay inquires as to where is the potential equipment staging area.

**Response:** The construction staging area is not specified by the construction plans and will be up to the contractor to establish; however, the contractor will be limited to staging on previously disturbed areas that are not environmentally sensitive.

**Comment 1-3:** Mr. Arugay inquires if there is a provision for a crosswalk at the intersection of Kirker Pass and Clearbrook Drive, i.e., from the Canyon Creek community to the Concord Pavilion, and requests to have one installed.

**Response:** The Kirker Pass Road/Clearbrook Drive intersection is outside the limits of the proposed improvements for the project and within the City of Concord. The best person at the City with whom to discuss an appropriate pedestrian pathway would be the Transportation Manager II, Abul Hossain, who can be contacted at (925) 671-3181 or [abul.hossain@CityofConcord.org](mailto:abul.hossain@CityofConcord.org).

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION  
CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT  
KIRKER PASS NORTHBOUND TRUCK CLIMBING LANE PROJECT (SCH# 2016082079)  
COUNTY PUBLIC WORKS DEPARTMENT #0662-6R4052; COUNTY CEQA FILE #: CP 15-04

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**Comment 1-4:** Mr. Arugay inquires if he may be informed of where the start of the northbound truck acceleration lane starts.

**Response:** The northbound truck climbing lane will begin just north of the northernmost driveway for the Concord Pavilion, approximately 800 feet north of the Clearbrook Drive intersection.

**Comment 1-5:** Mr. Arugay inquires if there are scuppers in the concrete median barrier for passage of animals and if not, requests they be provided.

**Response:** The project consists of the construction of a truck climbing lane on a heavily-traveled roadway with an existing median barrier. There are currently no scuppers in the median. Because the project does not involve any adjustments to the median barrier, we will not be modifying the barrier to include scuppers or openings for wildlife.

## Claudia Gemberling

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**From:** Nancy Wein  
**Sent:** Thursday, September 15, 2016 10:48 AM  
**To:** Claudia Gemberling; Angela Villar  
**Cc:** Leigh Chavez  
**Subject:** FW: Kirker Pass Road Northbound Truck Lanes

See below. He just sent me an e-mail he was ok with that.

N

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**From:** Nancy Wein  
**Sent:** Thursday, September 15, 2016 8:54 AM  
**To:** 'Dario Arugay'  
**Subject:** RE: Kirker Pass Road Northbound Truck Lanes

Hello Dario –

I wanted to let you know we are preparing a formal response since this will become public record as part of the Response to Comments for the Project CEQA document. The Response to Comments will be available in early October. Let me know if any questions in the meantime.

Nancy

---

**From:** Dario Arugay [[mailto:dario\\_arugay@icloud.com](mailto:dario_arugay@icloud.com)]  
**Sent:** Friday, September 09, 2016 6:42 AM  
**To:** Nancy Wein  
**Subject:** Re: Kirker Pass Road Northbound Truck Lanes

Hi Nancy,  
Good morning!

I just wanted to make a correction on my comment #1.

The concrete median barrier is uphill and not at the intersection. The storm drain inlet is constructed in the concrete curb at the intersection of Kirker Pass and Clearbrook Drive.

Sorry for the confusion.

Thanks!  
Sincerely,  
Dario Arugay  
CCC Resident

On Sep 8, 2016, at 11:40 AM, Nancy Wein <[nancy.wein@pw.cccounty.us](mailto:nancy.wein@pw.cccounty.us)> wrote:

Hello Dario,

I wanted to let you know I've received your comments on the project and will be able to send you a response soon.

Thanks.

Nancy C. Wein, Senior Civil Engineer

<image001.png>

255 Glacier Drive, Martinez, CA 94553-4825

Phone: (925) 313-2275 Fax: (925) 313-2333

e-mail: [nwein@pw.cccounty.us](mailto:nwein@pw.cccounty.us) website: [www.cccpublicworks.org](http://www.cccpublicworks.org)

**Accredited by the American Public Works Association**

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**From:** Dario Arugay [[mailto:dario\\_arugay@icloud.com](mailto:dario_arugay@icloud.com)]

**Sent:** Wednesday, September 07, 2016 9:34 PM

**To:** Nancy Wein

**Subject:** Re: Kirker Pass Road Northbound Truck Lanes

Hi Nancy,

Good evening!

Thank you for the responses you have provided. I just have a few concerns since you are still in the 65% design stage, to wit;

1. There is an existing storm drain inlet right smack at the intersection of Kirker and Clearbrook Drive, where the concrete median barrier ends. During the rains (I hope we have it this year as we are in a drought for the longest time), this drain inlet *is not functioning to catch* any runoff from the hill because the inlet is above the existing grade, i.e, runoff is not going into the inlet. The runoff from the hill stops at the end of the concrete median barrier, and eventually flows toward the northbound (NB) lanes toward the pavilion and the left turn pocket to Clearbrook Drive, thus, creating skid or less traction to the car tires as residents enter the Canyon Creek Community (CCC). This is a safety issue. The current superelevation, if you may, of SB Kirker Pass is leaning toward the east side of the roadway to the Concord Pavilion. Please reconstruct the existing storm drain inlet below the existing grade. This will ensure that all runoff gets into the inlet and no spillage to the NB lanes. Please add additional drain inlets to be tied to the drain inlet from the hill down to the intersection's existing storm drain inlet.

1-1

2. May I know where is the potential staging area for equipment?

1-2

3. Is there a provision for crosswalk at the intersection of Kirker Pass and Clearbrook Drive, i.e, from the Canyon Creek community to the Concord Pavilion? Please install one.

1-3

4. May I know where is the start of the truck acceleration lane on the NB Kirker Pass?

1-4

5. Are there scuppers in the concrete median barrier for passage of animals. If not, please provide.

1-5

Thank you for giving me the opportunity in providing some comments to the project. I am hoping for a favorable response on these comments.

Sincerely,

Dario Arugay

CCC resident

On Sep 7, 2016, at 4:30 PM, Nancy Wein <[nancy.wein@pw.cccounty.us](mailto:nancy.wein@pw.cccounty.us)> wrote:

Hello Dario -

The project design will be completed next year. We are at the 65% design stage which means we have a ways to go before final design is reached.

I'd be glad to meet with you at the front counter at the Public Works Department to show you what we have prepared so far if that is convenient for you. I can also give you a project exhibit for you to keep at that time.

We will be having large drawings at the public meeting that will show the major project elements, such as where the road will be widened and the location of retaining walls.

Let me know if you'd like to meet.

Thanks.

Nancy C. Wein, Senior Civil Engineer

255 Glacier Drive, Martinez, CA 94553-4825

Phone: (925) 313-2275 Fax: (925) 313-2333

e-mail: [nwein@pw.cccounty.us](mailto:nwein@pw.cccounty.us) website: [www.cccpublicworks.org](http://www.cccpublicworks.org)

Accredited by the American Public Works Association

-----Original Message-----

From: Dario Arugay [[mailto:dario\\_arugay@icloud.com](mailto:dario_arugay@icloud.com)]

Sent: Wednesday, September 07, 2016 3:55 PM

To: Nancy Wein

Subject: Re: Kirker Pass Road Northbound Truck Lanes

Thank you, Nancy!

I will probably email you my comment when the technical plans are ready. When do you think the public can take a look at the plans?

On Sep 6, 2016, at 8:02 AM, Nancy Wein <[nancy.wein@pw.cccounty.us](mailto:nancy.wein@pw.cccounty.us)> wrote:

Good morning Dario,

Below is a link to the project environmental document, a Mitigated Negative Declaration.

<http://www.co.contra-costa.ca.us/DocumentCenter/View/42234>



We do not have any plans we can send, but we will be having a public work shop on Monday, September 19th and can show you a project exhibit and answer any questions you may have at the workshop. Attached is a flyer for the workshop. If you are unable to attend the workshop, we can arrange a time to meet at the front counter here at the Public Works Department.

Thanks.

Nancy C. Wein, Senior Civil Engineer

255 Glacier Drive, Martinez, CA 94553-4825

Phone: (925) 313-2275 Fax: (925) 313-2333

e-mail: [nwein@pw.cccounty.us](mailto:nwein@pw.cccounty.us) website:

[www.cccpublicworks.org](http://www.cccpublicworks.org)

Accredited by the American Public Works Association

-----Original Message-----

From: Nancy Wein

Sent: Friday, September 02, 2016 5:45 PM

To: Dario Arugay; Angela Villar; Claudia Gemberling

Subject: RE: Kirker Pass Road Northbound Truck Lanes

Hello Dario - I'll be able to get that to you on Tuesday.

Nancy Wein

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From: Dario Arugay [[dario\\_arugay@icloud.com](mailto:dario_arugay@icloud.com)]

Sent: Friday, September 02, 2016 5:28 PM

To: Nancy Wein; Angela Villar; Claudia Gemberling

Subject: Kirker Pass Road Northbound Truck Lanes

Hi,

I am a Canyon Creek resident which is across the Concord Pavilion. May I ask whether you have project plans and an Environmental Document/ Environmental Impact Report for the Kirker Pass Road Northbound Truck Lanes project that I could look at? If you do, could please email me a copy or if you have it in your website for me to access?

Thank you!

Sincerely,

Dario T. Arugay

Concord, CA 94521

<workshop flyer - 2016-09-19.pdf>

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION  
CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT  
KIRKER PASS NORTHBOUND TRUCK CLIMBING LANE PROJECT (SCH# 2016082079)  
COUNTY PUBLIC WORKS DEPARTMENT #0662-6R4052; COUNTY CEQA FILE #: CP 15-04

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**COMMENT LETTER #2. AT&T** (September 7, 2016)

**Comment 2-1:** AT&T notes that they received the Public Notice for the Kirker Pass Road widening project and unfortunately, were not able to attend the open house scheduled on Monday, September 19 at 6 p.m. as it is outside of their normal hours of operation but provided contact information.

**Response:** Comment noted. The project team has been provided with the contact information. No further response is necessary.



## Claudia Gemberling

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**From:** GREENWOOD, GREGORY L <gg7254@att.com>  
**Sent:** Wednesday, September 07, 2016 12:21 PM  
**To:** DAUGHTON, TERRY; Claudia Gemberling; Nancy Wein; Angela Villar  
**Subject:** CCC - CP 05-04 - Kirker Pass Road - Highway Expansion  
**Attachments:** Scanned from a Xerox Multifunction Printer.pdf

Good Afternoon to all,

I have received the Public Notice for the Kirker Pass Road widening project. Unfortunately, the open house is outside of our normal hours of operation.

2-1

AT&T Design Engineer for this project is Terry Daughton:  
Email: [TD4525@att.com](mailto:TD4525@att.com)  
PH: (925)328-6821

Thank You,  
Gregory Greenwood  
AT&T North Bay C&E  
**Public Works Coordinator**  
5005 Executive Parkway  
RM#3N750Q  
San Ramon, CA 94583-5000  
Communit NETwork Professional Development Council Member  
Educate~Celebrate~Serve  
<http://www.cnaatp.org/>  
PH: 925.328.6922  
CELL: 925.548.4668  
FAX: 214-486-8045

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**COMMENT LETTER #3. DAVID WOODWORTH** (September 13, 2016)

**Comment 3-1:** Mr. Woodworth, a Concord resident living in the Canyon Creek neighborhood adjacent to the Concord Pavilion, comments that he is strongly against the construction of any more traffic lanes on Kirker Pass Road in either direction. Mr. Woodworth notes that Kirker Pass Road is already congested with traffic from commuters of neighboring cities using Kirker Pass Road as an alternative to State Route 4 and the addition of lanes will only entice more people to cut through the City of Concord causing more congestion. Mr. Woodworth further notes that the traffic noise from Kirker Pass Road is already loud, and with more traffic and more construction the noise would only increase. Mr. Woodworth notes that he frequently uses the northbound direction of Kirker Pass Road to access Pittsburg and Antioch and does not believe the truck traffic is an issue that requires a new traffic lane, and that he rarely sees any congestion caused by the slow moving trucks as there are ample opportunities to safely pass.

**Response:**

*Traffic Congestion:* The Kirker Pass Northbound Truck Climbing Lane Project is intended to improve safety rather than increase capacity. The project will add a northbound truck climbing lane to improve safety related to slow-moving trucks. With approximately 18,000 vehicles per day traveling along Kirker Pass Road and steep grades of approximately 10%, truck traffic contributes to congestion along the roadway. The proposed truck climbing lane is less than one mile in length and will remove trucks from the travel lanes in order to reduce conflicts between slow moving trucks and high speed passenger cars.

*Traffic Noise:* As discussed in Section XII. Noise of the IS/MND, noise modeling was conducted by Illingworth & Rodkin (December 2015) for operational impacts as well as project construction impacts. According to the results of the noise modeling, the project's operational noise is expected to be the same under a future build and future no-build scenario (under both scenarios operational noise levels were estimated to increase by 2 to 3 dBA  $L_{eq[h]}$ ). In other words, once completed, the project will not increase ambient noise levels above what is expected to exist in the future without this project. Further, an increase in noise of 3 dBA is just discernable to the human ear; therefore, this increase in noise, regardless of the project, is not expected to be a significant impact. Since no operational traffic noise impacts are anticipated, no noise abatement measures are proposed.

Project construction would generate average noise levels that would exceed ambient daytime noise levels by about 10 dBA  $L_{eq[h]}$  for most construction phases (demolition, earthwork, paving). Roadway construction activities typically occur for relatively short periods of time as construction proceeds along the project's alignment. Construction noise is expected to be of primary concern where noise levels from individual pieces of

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION  
CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT  
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COUNTY PUBLIC WORKS DEPARTMENT #0662-6R4052; COUNTY CEQA FILE #: CP 15-04

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equipment are substantially higher than ambient conditions, or when construction activities would occur during noise-sensitive early morning, evening, or nighttime hours. Construction of the project is primarily anticipated to occur during daytime hours; however, there may be times when nighttime work is required. To reduce the potential for noise impacts resulting from project construction, the following noise reduction measures were provided in the IS/MND as follows:

1. Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
2. Unnecessary idling of internal combustion engines within 100 feet of residences should be strictly prohibited.
3. Locate stationary noise generating equipment as far as possible from sensitive receptors.
4. Utilize 'quiet' air compressors and other 'quiet' equipment where such technology exists.
5. Avoid staging of construction equipment within 200 feet of residences and locate all stationary noise-generating construction equipment as far as practical from noise sensitive receptors.
6. Require all construction equipment to conform to Section 14-8.02 Noise Control, of the latest Standard Specifications.
7. Provide notification to the adjacent noise-sensitive receptors including the specific construction schedule for major noise-generating construction activities.

In addition, the construction contractor will be required to obtain an encroachment permit from the City of Concord Permit Center. That permit will address proposed construction hours. Further, the project's Resident Engineer will be available to answer questions from the public about issues such as construction noise.

**Comment 3-2:** Mr. Woodworth notes that the money required for this project would be much better spent repairing the crumbling roads throughout the City of Concord as all the main streets are plagued with large cracks, potholes, and bumps.

**Response:** A portion of the project is within the City of Concord, with the remaining length occurring within the unincorporated area. The project is County-sponsored and the City of Concord is a project partner. The current funding sources for the project include state and federal grants as well as local funding provided by the County. The City of Concord is not contributing any funds that could be used for routine road maintenance within the city limits.

## re: Kirker Pass Road Northbound Truck Lanes Project

To whom it may concern:

As a Concord resident living in the Canyon Creek neighborhood adjacent to the Concord Pavilion, I am strongly against the construction of any more traffic lanes on Kirker Pass Road in either direction. Kirker Pass is already congested with traffic from commuters of neighboring cities using Kirker Pass as an alternative to SR-4. The addition of lanes will only entice more people to cut through the city of Concord, causing more congestion. The traffic noise from Kirker Pass is already loud, and with more traffic and more construction the noise would only increase. I frequently use the northbound direction of Kirker Pass to access Pittsburg and Antioch and do not believe the truck traffic is an issue that requires a new traffic lane. Rarely do I see any congestion caused by the slow moving trucks and there are ample opportunities to safely pass.

3-1

I believe the money required for this project would be much better spent repairing the crumbling roads throughout our city of Concord. All of the main streets are plagued with large cracks, potholes, and bumps.

3-2

Thank you,

  
David Woodworth

916-628-2775

Bluerock Court, Concord 94521



**COMMENT LETTER #4. CONTRA COSTA HEALTH SERVICES** (September 14, 2016)

**Comment 4-1:** Contra Costa Health Services notes that permits will be required for well or soil boring activities prior to commencing drilling activities and abandoned wells and septic tanks must be destroyed under permit.

**Response:** Comments have been noted and forwarded to the project design team. No further response is necessary.

WILLIAM B. WALKER, M.D.  
HEALTH SERVICES DIRECTOR

RANDALL L. SAWYER  
CHIEF ENVIRONMENTAL HEALTH & HAZMAT OFFICER

MARILYN C. UNDERWOOD, PH.D. REHS  
DIRECTOR OF ENVIRONMENTAL HEALTH



CONTRA COSTA  
ENVIRONMENTAL HEALTH

2120 Diamond Blvd., Suite 200  
Concord, California 94520  
Ph (925) 692-2500  
Fax (925) 692-2502  
www.cchealth.org/eh/

September 14, 2016

Claudia Gemberling  
Contra Costa Public Works Department  
255 Glacier Dr.  
Martinez, CA 94553



RE: Kirker Pass Northbound Truck Climbing Lane (CP 05-04)  
APN Various

Dear Ms. Gemberling:

The Contra Costa Environmental Health Division (CCEHD) has received a request for agency comments for the above referenced project. The following are our comments:

1. A permit from CCEHD is required for any well or soil boring prior to commencing drilling activities, including those associated with water supply, environmental investigation and cleanup, or geotechnical investigation.
2. Any abandoned wells (water, environmental, or geotechnical) and septic tanks must be destroyed under permit from CCEHD. If the existence of such wells or septic tanks are known in advance or discovered during construction or other activities, these must be clearly marked, kept secure, and destroyed pursuant to CCEHD requirements.

4-1

These comments do not limit an applicant's obligation to comply with all applicable laws and regulations. If you should have any questions, please feel free to call me at (925) 692-2535.

Sincerely

Joseph G. Doser, R.E.H.S.  
Supervising Environmental Health Specialist

JGD:tf



**COMMENT LETTER #5. EAST BAY REGIONAL PARK DISTRICT** (September 29, 2016)

**Comment 5-1:** The East Bay Regional Park District (District) notes that the IS/MND lacks any conceptual project plans or exhibits demonstrating area of impact. Lacking an understanding of the project's footprint, the District was unable to assess what level of impact the project may have on District lands and what, if any, impact the project may have on ongoing restoration projects along the Kirker Pass corridor.

**Response:** Comment noted. The IS/MND that was posted on the Contra Costa County Public Works Department and Department of Conservation and Development websites was missing Figure 3 which showed the project footprint. Figure 3 and an additional project footprint overview ("Overall Exhibit") were provided to the District via email on September 29, 2016. Subsequent correspondence from the District indicates that the information provided has adequately addressed their concern (B. Holt, October 3, 2016). Figure 3 is included in this CEQA record for the final IS/MND.

**Comment 5-2:** The District inquires if this project requires the use of federal funding and if so, the District requests review of the projects 4(f) analysis.

**Response:** The project requires use of federal funding. However, as shown in the "Overall Exhibit" the project will not impact either of the District's properties that adjoin Kirker Pass Road as no proposed right-of-way takes or easements are proposed. Again, subsequent correspondence from the District indicates that the information provided to the District adequately addresses their concern.



## Claudia Gemberling

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**From:** Brian Holt <BHolt@ebparks.org>  
**Sent:** Thursday, September 29, 2016 9:30 AM  
**To:** Claudia Gemberling  
**Cc:** Neoma Lavalle; Chris Barton  
**Subject:** Kirker Pass Road Northbound Truck Lanes

Mrs. Gemberling –

The East Bay Regional Park District has reviewed the IS/MND for the Kirker Pass Road Northbound Truck Lanes and would like to provide the following comments:

1. The IS/MND lacks any conceptual project plans or exhibits demonstrating area of impact. Lacking an understanding of the projects footprint, we are unable to assess what level of impact the project may have on District lands and what, if any, impact the project may have on ongoing restoration projects along the Kirker Pass corridor. **5-1**
2. Would this project require the use of federal funding? If so, the District requests review of the projects 4(f) analysis. **5-2**

Thank you for the opportunity to provide comments.



**Brian Holt**  
**Principal Planner** | Advance Planning Unit  
East Bay Regional Park District  
2950 Peralta Oaks Court, Oakland, CA 94605  
T: 510-544-2623 | F: 510-569-1417  
[BHolt@ebparks.org](mailto:BHolt@ebparks.org) | [www.ebparks.org](http://www.ebparks.org)

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Please consider the environment before you print



**COMMENT LETTER #6. STATE CLEARINGHOUSE** (September 30, 2016)

**Comment 6-1:** The Governor's Office of Planning and Research, State Clearinghouse and Planning Unit noted that the IS/MND was submitted to selected state agencies for review and provided the list of those agencies and comments letters received.

**Response:** Comment noted. No further response is necessary.



EDMUND G. BROWN JR.  
GOVERNOR

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH  
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX  
DIRECTOR

September 30, 2016

Claudia Gemberling  
Contra Costa County  
255 Glacier Dr  
Martinez, CA 94553

Subject: Kirker Pass Northbound Truck Climbing Lane  
SCH#: 2016082079

Dear Claudia Gemberling:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on September 29, 2016, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Scott Morgan  
Director, State Clearinghouse

6-1

**Document Details Report  
State Clearinghouse Data Base**

**SCH#** 2016082079  
**Project Title** Kirker Pass Northbound Truck Climbing Lane  
**Lead Agency** Contra Costa County

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**Type** MND Mitigated Negative Declaration

**Description** The County Public Works Dept proposes to provide a northbound truck climbing lane and paved shoulders for future class II bike lanes. The project is intended to improve circulation for motorists and bicyclists along this stretch of road. The road is frequently used by commuters and has heavy truck traffic. With sustained grades steeper than 8 percent, trucks are unable to match the speed of other vehicles on the roadway, causing significant congestion and impacting traffic flow. Project elements will include roadway widening for the truck climbing lane, paved shoulders for future class II bike lanes, relocation of drainage features, retaining wall construction; installation of signage and striping; construction of two bioretention areas; roadway conforms due to change in grade; and relocation of other existing roadside features.

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**Lead Agency Contact**

**Name** Claudia Gemberling  
**Agency** Contra Costa County  
**Phone** 925-313-2192 **Fax**  
**email**  
**Address** 255 Glacier Dr  
**City** Martinez **State** CA **Zip** 94553

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**Project Location**

**County** Contra Costa  
**City** Concord  
**Region**  
**Lat / Long** 37° 57' 44" N / 121° 55' 47" W  
**Cross Streets** Hess Rd  
**Parcel No.**  
**Township** 2N **Range** 1W **Section** 1, 2 **Base** MD

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**Proximity to:**

**Highways** 4  
**Airports**  
**Railways**  
**Waterways** Tributary of Mt. Diablo  
**Schools** Ayers ES  
**Land Use** Adjacent land uses: General Ag, Ag preserve

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**Project Issues** Air Quality; Archaeologic-Historic; Biological Resources; Noise; Toxic/Hazardous; Traffic/Circulation

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**Reviewing Agencies** Resources Agency; Department of Fish and Wildlife, Region 3; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 4; Regional Water Quality Control Board, Region 2; Air Resources Board, Transportation Projects; Native American Heritage Commission

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**Date Received** 08/31/2016 **Start of Review** 08/31/2016 **End of Review** 09/29/2016

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# CALIFORNIA ENVIRONMENTAL QUALITY ACT

## NOTICE OF DETERMINATION

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

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

County Clerk  
County of: Contra Costa

State Clearinghouse Number: 2016082079

Project Title: [Kirker Pass Northbound Truck Climbing Lane](#)  
[Project No. 0662-6R4052, CP# 15-04](#)

Project Applicant: [Contra Costa County Public Works Department](#)

Project Location: Kirker Pass Road between Clearbrook Drive and the northern Hess Road intersection, Concord

**Project Description:** The Contra Costa County Public Works Department proposes to provide a truck climbing lane along Kirker Pass Road between Clearbrook Drive in the City of Concord and the northernmost Hess Road intersection. Kirker Pass Road is a four-lane principal arterial and route of regional significance between Central and East Contra Costa County. The roadway connects the City of Concord on the southwest end, through the Meridian Hills, to the City of Pittsburg on the northeast end. The purpose of the project is to provide a northbound truck climbing lane and paved shoulders for future Class II bike lanes. The project is needed to improve safety for motorists and bicyclists along this stretch of road. The road is frequently used by commuters and has heavy truck traffic. With sustained grades steeper than 8 percent, trucks are unable to match the speed of other vehicles on the roadway, causing significant congestion and creating a safety hazard. Project elements will include roadway widening for the truck climbing lane, paved shoulders for future Class II bike lanes, relocation of drainage features, retaining wall construction; installation of signage and striping; construction of two bioretention areas; roadway conforms due to change in grade; and relocation of other existing roadside features. An open grade asphalt concrete overlay will be placed on the southbound and northbound lanes as part of the project within the project limits. Construction is expected to begin in 2018 and may require two construction seasons. Standard construction equipment will be used, including but not limited to: excavators, graders, scrapers, loaders, sweepers/scrubbers, plate compactors, rollers, backhoes, cranes, drill rigs, and pavers. Construction activities will generally be limited to the hours between 7:00 a.m. to 5:00 p.m. with noise-generating activities focused between 8:00 a.m. to 5:00 p.m.; however, there will be limited night work as necessary. Disturbed areas will be stabilized following construction to ensure appropriate erosion and sediment control. Real Property transactions, including right-of-way acquisition may be necessary in support of this project. The City of Concord has determined that the project complies with their General Plan.

The project was approved on: \_\_\_\_\_

1. The project [ will  will not] have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [ were  were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [ was  was not] adopted for this project.
5. A statement of Overriding Considerations [ was  was not] adopted for this project.
6. Findings [ were  were not] made pursuant to the provisions of CEQA.

Notice of Determination sent to Office of Planning and Research.\*

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at:

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

Signature (Contra Costa County): \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date Received for filing at OPR: \_\_\_\_\_

### AFFIDAVIT OF FILING AND POSTING

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

Signature \_\_\_\_\_ Title: \_\_\_\_\_

<p><b>Applicant:</b>  Public Works Department  255 Glacier Drive  Martinez, CA 94553  Attn: Leigh Chavez  Environmental Services Division  Phone: (925) 313-2366</p>	<p><b>Department of Fish and Game Fees Due</b></p> <input type="checkbox"/> EIR - \$3,070. <sup>00</sup> <input checked="" type="checkbox"/> <b>Neg. Dec. - \$2,210.<sup>25</sup></b> <input type="checkbox"/> DeMinimis Findings - \$0 <input checked="" type="checkbox"/> <b>County Clerk - \$50</b> <input checked="" type="checkbox"/> <b>Conservation &amp; Development - \$25</b>	<p><b>Total Due: \$ 2,285.25</b>  Total Paid \$ _____  Receipt #: _____</p>
--	---	---

\*Notice of Determination may be sent by fax to (916) 323-3018, if followed up with a duplicate mailed copy.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 6, 2018

Subject: Contract Amendment with Mark Thomas & Company, Inc., Clayton area

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Contract Amendment No. 5 to the Consulting Services Agreement (CSA) with Mark Thomas & Company, Inc., effective November 6, 2018, to increase the payment limit by \$15,000 to a new payment limit of \$440,000 for professional engineering services for the Marsh Creek Road Bridge (Br. No. 28C-0141) Replacement Project, Clayton area. County Project No. 0662-6R4079, Federal Project No. BRLS-5928(107) (District III)

**FISCAL IMPACT:**

This project, including the CSA, is funded by 88.53% Federal Highway Bridge Program Funds and 11.47% Local Road Funds.

**BACKGROUND:**

The consulting services consist of preparing plans, specifications, and estimates, including geological and hydraulic studies,

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Emigh,  
925-313-2233

cc:

BACKGROUND: (CONT'D)

and providing engineering support during construction for the replacement of the Marsh Creek Road Bridge (Br. No. 28C-0141) over Marsh Creek in eastern Contra Costa County.

Mark Thomas & Company, Inc. was selected to provide these services. Proposed Amendment No. 5 will amend the payment limit of the agreement in order for the consultant to continue to provide the remaining professional engineering services that are required to complete the project construction.

CONSEQUENCE OF NEGATIVE ACTION:

The project would be delayed and Federal funds would be in jeopardy.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 6, 2018

Subject: Agreement between Contra Costa County and the City of Richmond for the Contra Costa County Local Streets and Roads Preservation Project

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an agreement between Contra Costa County (County) and the City of Richmond for the construction of the Contra Costa County Local Streets and Roads Preservation Project, El Sobrante area. (Project No. 0662-6R4138)

**FISCAL IMPACT:**

Federal Funding: 75% - One Bay Area Grant Program (OBAG) - Local Streets and Roads Preservation Program (LSRP), and Local funding: 25% - Gas Tax Funds. Total project cost is estimated at \$5.7 million with approximately \$200,000 to be reimbursed from the City of Richmond.

**BACKGROUND:**

The Local Streets and Road Preservation project is a County-sponsored project that includes pavement rehabilitation on an approximately 3.4-mile segment of San Pablo Dam Road between El Portal Drive and Tri Lane and includes pavement preservation on 7.4-miles of Vasco Road. Both roadways were designated by the Public Works Maintenance Division for pavement rehabilitation and preservation in accordance with their pavement management schedule.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Larry Leong,  
925.313.2026

cc:

BACKGROUND: (CONT'D)

The County Public Works Department has been coordinating with the City of Richmond concerning the portion of the project on San Pablo Dam Road. The City of Richmond maintains three small sections of San Pablo Dam Road throughout the 3.4 miles of County maintained roadway. The purpose of this Agreement is to set forth the parties' responsibilities pertaining to the project design, construction and maintenance this roadway. With this Agreement, the pavement treatment will be continuous, uniform over the entire length of roadway.

San Pablo Dam Road will receive pavement rehabilitation that will structurally enhance and extend the service life of the pavement. This rehabilitation consists of a pavement repairs, pavement grind and overlay, re-establish traffic signal loops and traffic striping, re-construct curb ramps to meet Americans with Disability Act (ADA) standards, and other related work.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would delay this pavement project.

ATTACHMENTS

Agreement



**AGREEMENT  
BETWEEN CONTRA COSTA COUNTY AND THE  
CITY OF RICHMOND FOR THE  
LOCAL STREETS AND ROAD PRESERVATION PROJECT**

This Agreement (Agreement) is entered into as of \_\_\_\_\_, 2018, (the "Effective Date") by and between Contra Costa County, a political subdivision of the State of California, ("COUNTY") and the City of Richmond, a municipal corporation ("CITY"). The COUNTY and the CITY are sometimes referred to herein together as the "Parties," and each as a "Party."

RECITALS

- A. The Local Streets and Road Preservation project is a COUNTY-sponsored project that includes pavement preservation on an approximately 3.4-mile segment of San Pablo Dam Road between El Portal Drive and Tri Lane, shown in FIGURE 1 attached hereto and incorporated herein by reference (the "PROJECT"). As part of the PROJECT, the COUNTY will conduct pavement rehabilitation on San Pablo Dam Road to improve the pavement condition index of the roadway. The PROJECT consists of a pavement grind and overlay of hot mix asphalt, roadway pavement and base failure repairs, coordination with utilities to adjust their facilities to final pavement grade, re-construction of signal loops, re-construction of curb ramps to meet Americans with Disability Act (ADA) standards, traffic striping of the new pavement, and other related work.
- B. The PROJECT includes pavement preservation of portions of San Pablo Dam Road that are within the CITY's jurisdiction.
- C. The COUNTY and the CITY have been coordinating regarding PROJECT planning, and the COUNTY and CITY desire to share PROJECT costs and responsibilities as set forth in this Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the CITY and the COUNTY agree as follows:

- 1. PURPOSE. The purpose of this Agreement is to set forth the Parties' obligations with respect to constructing the PROJECT. This Agreement shall only be construed to create the specific rights and obligation set forth herein. This Agreement is not intended to create, and shall not be construed as creating, any other rights and obligations not expressly set forth herein, except as may otherwise be required under law.

2. TERM. The term of this Agreement begins on the Effective Date. This Agreement terminates upon the County's delivery of a warranty release to its contractor under Section 9.
3. ENVIRONMENTAL REVIEW. The COUNTY will act as the lead agency for the PROJECT and will be responsible for completing all applicable environmental review under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) before the COUNTY approves the PROJECT. The CITY will be a CEQA/NEPA responsible agency for the PROJECT and will complete all applicable requirements of a CEQA/NEPA responsible agency before the CITY approves the PROJECT.
4. ENGINEERING. The COUNTY will complete PROJECT preliminary engineering, environmental documentation, final design, and right of way engineering activities. The COUNTY will submit to the CITY the 35%, 65%, 95%, and final plans, specifications, and estimates (PS&Es) for review for the portion of the PROJECT located within the CITY's jurisdiction. Within 30 days after receiving each of the 35%, 65%, 95%, and final PS&Es, the CITY will provide the COUNTY any CITY comments on those PS&Es. The COUNTY will ensure that all engineering and design work for PROJECT improvements in the CITY's jurisdiction is performed to the satisfaction of the CITY, in accordance with CITY standards and requirements, and in accordance with all applicable State of California, Department of Transportation standard plans and specifications.
5. RIGHT OF WAY ACQUISITION. The Parties do not anticipate any right of way acquisition for this PROJECT. However, to the extent that the COUNTY determines that right of way acquisition is required to complete the PROJECT, the COUNTY will perform all PROJECT-related right of way activities, including but not limited to acquisition of right of way, slope easements, utility easement, license agreements, temporary construction easements, right of entry permits, storm drainage easements, drainage releases, and relinquishment of abutter's rights. The COUNTY is hereby designated as the Party to acquire all property interests required for the PROJECT within the Parties' jurisdictions, by eminent domain or otherwise, by and through the COUNTY's Board of Supervisors, officials and departments, and designated attorneys. The COUNTY shall be responsible for conducting all public hearings to the end of adopting a resolution of necessity, and for taking all steps necessary to pursue to conclusion eminent domain proceedings as may be necessary to obtain property and property interests for or relating to the Project, and, in connection therewith, for entering into any and all contracts to obtain performance of all legal, engineering, appraisal, right-of-way, relocation assistance, and related services.

6. PROJECT CONSTRUCTION.

- (a) Lead contracting agency. The COUNTY agrees to act as lead agency for PROJECT construction, and it will be responsible for the overall management, advertisement and award, and contract administration for construction activities within the jurisdictional boundaries of both the COUNTY and the CITY. The COUNTY's and the CITY's respective legislative bodies shall approve the final PROJECT improvement plans and specifications prior to the COUNTY's award of the PROJECT construction contract.
- (b) Encroachment permit. When requested to do so by the COUNTY or its contractor, the CITY shall issue to the COUNTY's contractor, at no cost to the COUNTY or its contractor, an encroachment permit for all PROJECT improvements and work within the jurisdictional boundaries of the CITY.
- (c) City's designation of representative. For PROJECT features within the CITY's jurisdiction, the CITY may elect to provide, at its sole cost and expense, a qualified representative who shall have authority to accept or reject work or materials, or to order any actions needed for public safety or the preservation of property, and to assure compliance with all provisions of the CITY's encroachment permit. The CITY's representative shall have no direct contact with the COUNTY's contractor, and shall make all comments and recommendations to the COUNTY's representative.

7. FINANCIAL RESPONSIBILITY.

- (a) County's financial responsibility. Except for the CITY's financial responsibility under this Section 7, the COUNTY will pay all PROJECT construction, design, engineering, contract administration, and other PROJECT-related costs.
- (b) City's financial responsibility. The CITY will pay the COUNTY, in accordance with subsections (c) and (d), the costs that the COUNTY's contractor charges to complete the portion of the PROJECT within the CITY's jurisdiction, as determined by the County following consultation with the City (the "City construction costs"), plus an additional fifteen percent (15%) of those costs for PROJECT design, engineering, contract administration, coordination, and other PROJECT-related costs. This amount CITY will pay COUNTY is estimated to be \$200,000.
- (c) Advance payment. Within 30 days after receiving written notice from the COUNTY that the COUNTY has awarded a PROJECT construction contract, the CITY will make an advance payment to the COUNTY in an amount equal to fifty percent (50%) of the CITY estimated construction costs, as estimated by the COUNTY based on the COUNTY's engineer's estimate (the "CITY advance payment").

(d) Final payment. Within 30 days after the PROJECT is accepted as complete by the COUNTY under Section 8, the COUNTY will provide the CITY a written demand for payment of the balance of the CITY construction costs ("CITY final payment"), calculated as follows:

$$[(\text{CITY construction costs}) \times (1.15)] - (\text{CITY advance payment}) = \text{CITY final payment}$$

The COUNTY's demand for payment under this subsection (d) will include documentation showing PROJECT costs and disbursements, and other information to support the COUNTY's determination of the CITY final payment. The CITY will pay the COUNTY the CITY final payment within 30 days after receiving the COUNTY's written demand for payment under this subsection (d). The requirements of this subsection (d) will survive the expiration or termination of this Agreement.

8. COMPLETION AND ACCEPTANCE. Within 10 days after the COUNTY notifies the CITY that PROJECT construction is complete, COUNTY and CITY representatives will conduct a joint final inspection of the PROJECT prior to acceptance of improvements as complete. If the COUNTY or the CITY is not satisfied with the PROJECT improvements, the COUNTY will notify the contractor and will require the contractor to complete the improvements to the COUNTY's and the CITY's satisfaction. Within sixty (60) days following the COUNTY's acceptance of the Project as complete, the CITY shall accept the improvements within its jurisdiction as complete. The COUNTY's acceptance of the PROJECT as complete will start the contractor's one year warranty period.
9. GUARANTEE AND WARRANTY. The COUNTY will require that its contractor guarantee and warrant the PROJECT, as more particularly described in Section 11(b). Prior to expiration of the one-year warranty period for the PROJECT, the COUNTY and the CITY will conduct a joint final inspection. After COUNTY and CITY have determined that the PROJECT improvements have performed during the warranty period to the COUNTY's and the CITY's satisfaction, the CITY shall provide concurrence for a release of the warranty for the PROJECT. The CITY shall not unreasonably withhold said concurrence for release. The COUNTY will be responsible for providing the contractor its and the CITY's warranty release following the COUNTY's receipt of the CITY's concurrence for release.

#### 10. OWNERSHIP AND MAINTENANCE.

(a) County's obligations. Beginning on the date that the COUNTY accepts the PROJECT as complete, and continuing thereafter: the COUNTY will own and maintain the portion of the PROJECT located in the COUNTY's jurisdiction; the COUNTY will assume total responsibility for that portion of the PROJECT; and the

COUNTY will defend, indemnify, save, and hold harmless the CITY, its governing body, officers, agents, and employees, against all claims, demands, lawsuits, costs, expenses and liability for any damages, injury, sickness, or death occurring after acceptance and relating to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in the COUNTY's jurisdiction.

- (b) City's obligations. Beginning on the date that the CITY accepts the PROJECT as complete, and continuing thereafter: the CITY will own and maintain the portion of the PROJECT located in CITY's jurisdiction; the CITY will assume total responsibility for that portion of the PROJECT; and the CITY will defend, indemnify, save, and hold harmless the COUNTY, its governing body, officers, agents, and employees, against all claims, demands, lawsuits, costs, expenses and liability for any damages, injury, sickness, or death occurring after acceptance and relating to the use, operation, or maintenance of the portion of the PROJECT located in the CITY's jurisdiction.
- (c) Survival. The requirements of this Section 10 will survive the expiration or termination of this Agreement.

#### 11. CONTRACTOR'S OBLIGATIONS.

- (a) Contractor's indemnity. The COUNTY will require its contractor to defend, indemnify, and hold harmless the COUNTY and the CITY, and their governing bodies, officers, agents, and employees, from and against any and all liability, claims, actions, causes of action, and demands whatsoever against them, including related attorneys' fees, arising from or connected with any injury, or death of any person, or damage to property, or other liability of any nature arising from or in any way connected with the PROJECT.
- (b) Contractor's warranty. In addition to the warranties existing at law, the COUNTY will require its contractor to provide an express warranty for the benefit of the COUNTY and the CITY for a one-year period following the COUNTY's acceptance of the PROJECT as complete. Said warranty will include the contractor's guarantee that the work has been completed in accordance with the plans and specifications for the PROJECT, and it will include the contractor's agreement to repair or replace all work that fails to conform to the plans and specifications, or that proves to be defective in workmanship or materials during the above-stated one-year period of time.
- (c) Bonds. The COUNTY will require its contractor to present two good and sufficient surety bonds, one for payment and one for performance, each in an amount equal to 100 percent of the contract price, issued by a surety admitted in the State of California, using the COUNTY's standard forms, naming the COUNTY and the CITY as obligees on the bonds.

12. GENERAL TERMS.

- (a) MODIFICATION. This Agreement may be modified or amended only with the written consent of the legislative bodies of each Party hereto.
- (b) ACCOUNTABILITY. The Parties will provide strict accountability of any and all PROJECT funds and will report to each other all receipts and disbursements.
- (c) FORMAT. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement.
- (d) ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties relating to the subject matter of this Agreement. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by any Party.
- (e) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this Agreement will not become effective until counterparts have been executed by both Parties. Faxed signatures on this Agreement or any notice, consent, or amendment required under this Agreement are binding.
- (f) NOTICES. All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses, which may be changed by written notice from one Party to the other:

COUNTY:

Brian M. Balbas, Public Works Director  
255 Glacier Drive  
Martinez, CA 94553-4825  
Fax: 925-313-2333  
brian.balbas@pw.cccounty.us

CITY:

Yader Bermudez, Director of Engineering  
& Capital Improvement Projects  
450 Civic Center Plaza  
Richmond, CA 94804  
Fax: 510-307-8116  
Yader\_Bermudez@ci.richmond.ca.us

Notices shall be deemed given on the day of delivery if personally delivered, on the business day following the date of mailing if sent by overnight delivery, and three business days following the date of mailing if sent by U.S. Mail. Email addresses are included as a convenience to the Parties, but a notice sent by email is not properly given under this Agreement, unless it is also given personally, by overnight mail, or by U.S. Mail.

(g) GOVERNING LAW; VENUE. This Agreement will be governed and construed in accordance with California law. The venue of any litigation arising out of this Agreement will be Contra Costa County.

(h) SEVERABILITY. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

(i) WAIVER. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

(j) NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties have each executed this MOU as of the date first set forth above.

CONTRA COSTA COUNTY:

CITY OF RICHMOND:

By: \_\_\_\_\_  
Brian M. Balbas, Public Works Director

By: \_\_\_\_\_  
Yader Bermudez, Director of Engineering & Capital Improvement Projects

APPROVED AS TO FORM:

Sharon L. Anderson  
County Counsel

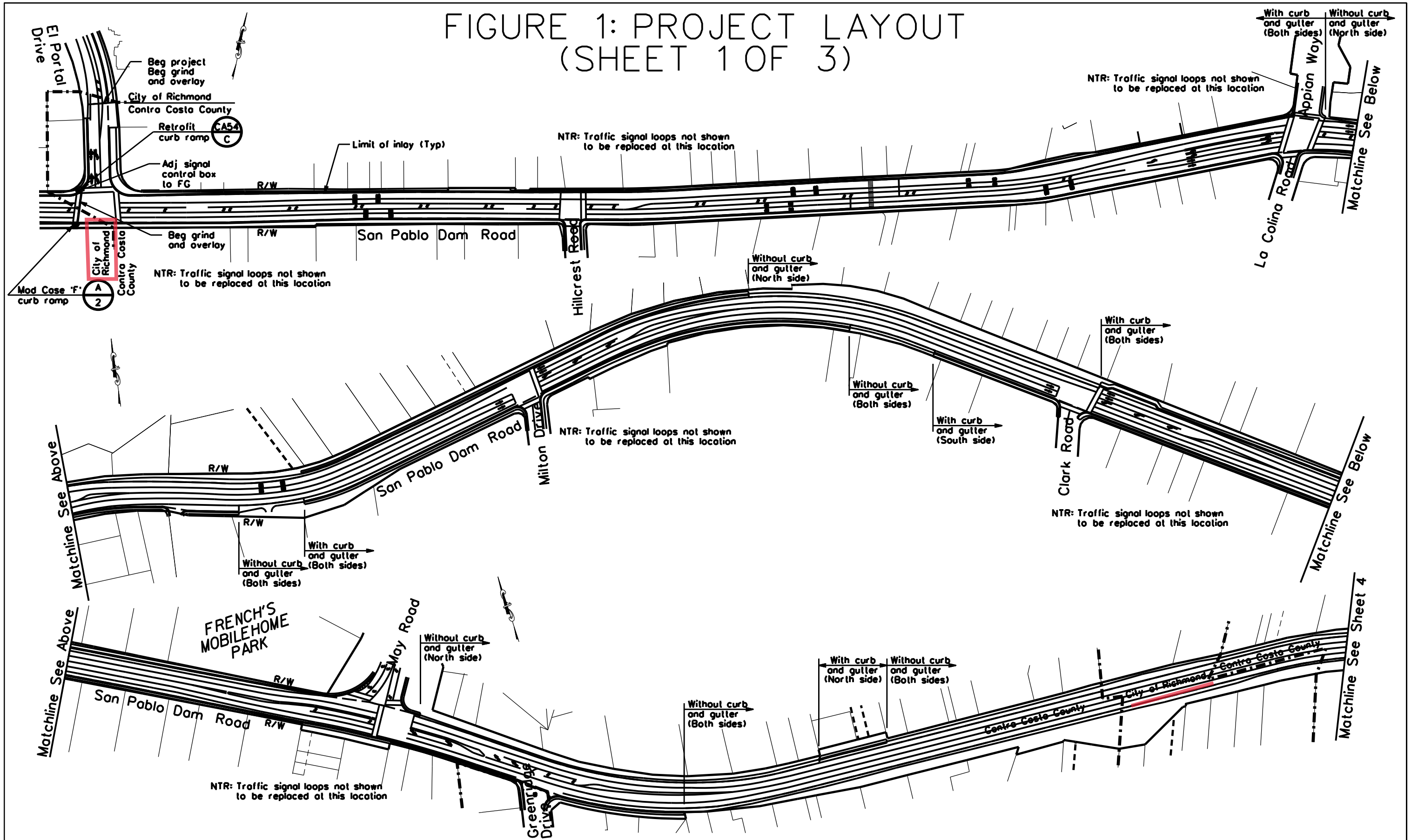
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
City Attorney

Attachment: Figure 1

# FIGURE 1: PROJECT LAYOUT (SHEET 1 OF 3)



CONTRA COSTA COUNTY  
PUBLIC WORKS DEPARTMENT  
255 GLACIER DRIVE  
MARTINEZ, CALIFORNIA 94553

**PRELIMINARY  
DRAWING** DATED  
8-14-18

<b>CONTRA COSTA COUNTY</b>	
LOCAL STREETS AND ROADS PRESERVATION PROJECT	
PLAN-SITE 1	
FILE NO.	SHEET 1 OF 3



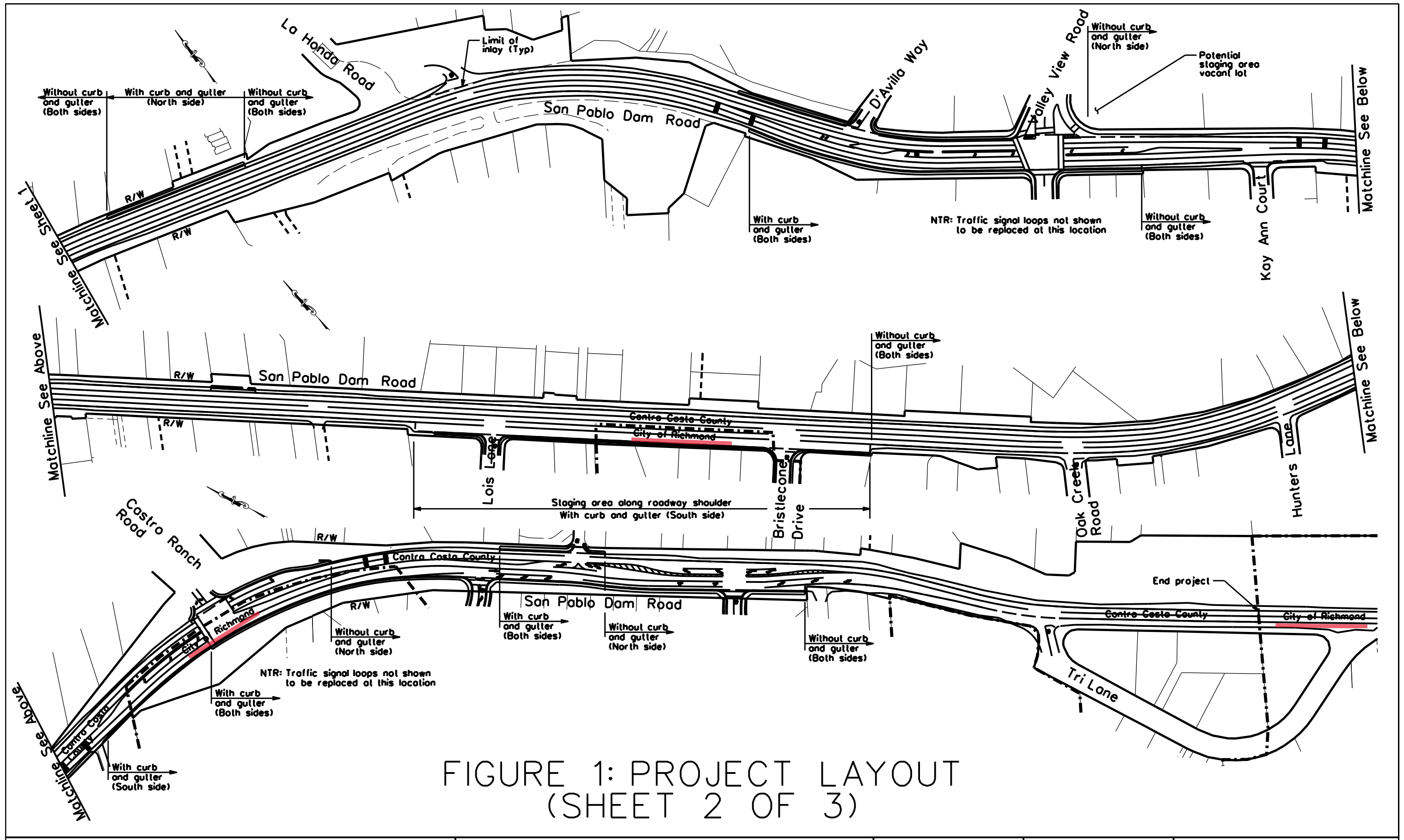
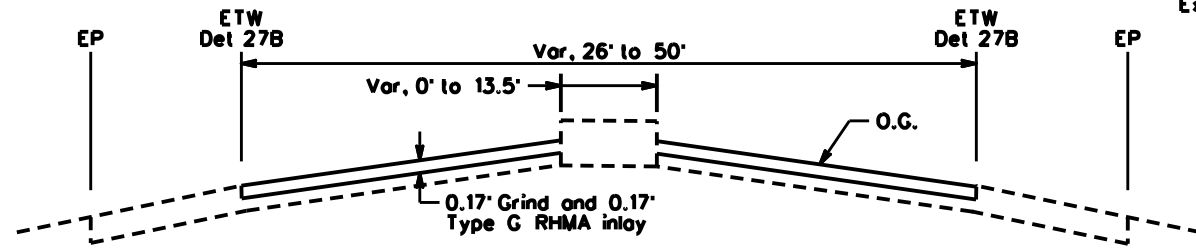


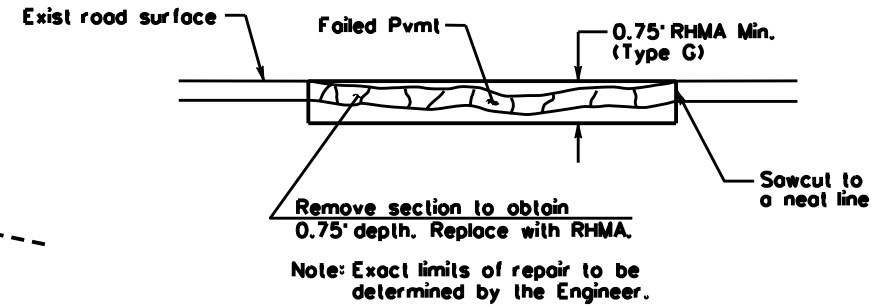
FIGURE 1: PROJECT LAYOUT  
(SHEET 2 OF 3)

# FIGURE 1: PROJECT LAYOUT (SHEET 3 OF 3)



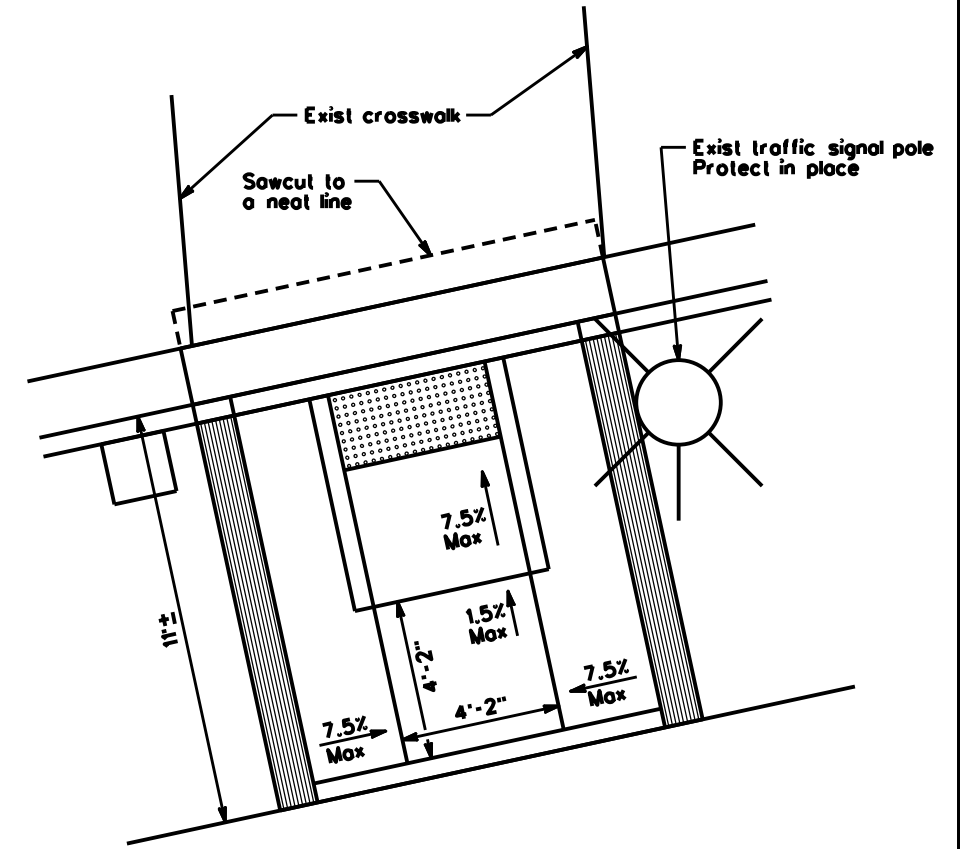
Note: Inlay area is limited to area enclosed by Del 27B on both sides of the roadway.

**TYPICAL SECTION WITHOUT CURB AND GUTTER (SAN PABLO DAM ROAD)**  
No Scale



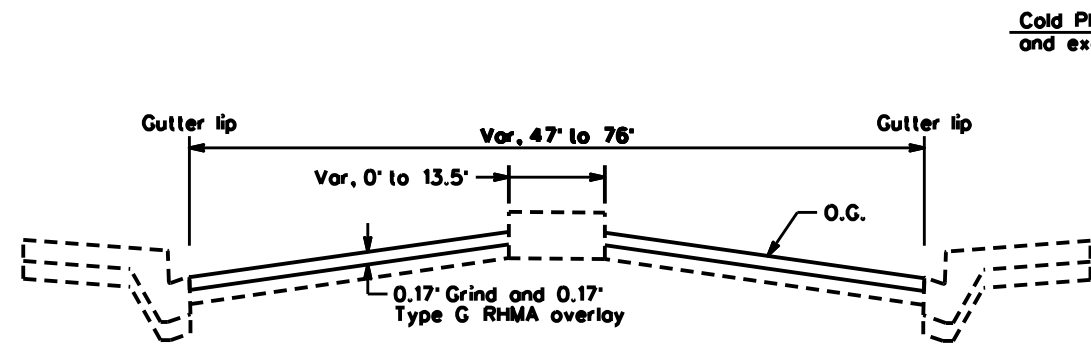
Note: Exact limits of repair to be determined by the Engineer.

**PAVEMENT FAILURE REPAIR DETAIL**  
No Scale



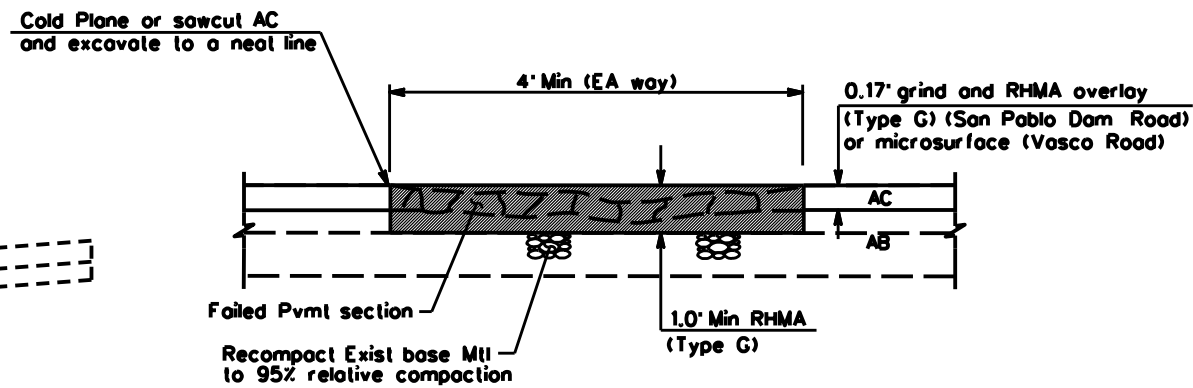
Note: For details not shown see Revised State Standard Plan RSP A88A.

**MODIFIED CASE 'F' CURB RAMP DETAIL** (A/2)  
No Scale



Note: Inlay area is limited to area enclosed by gutter lip on both sides of the roadway.

**TYPICAL SECTION WITH CURB AND GUTTER (SAN PABLO DAM ROAD)**  
No Scale



**BASE FAILURE REPAIR DETAIL**  
No Scale

CONTRA COSTA COUNTY  
PUBLIC WORKS DEPARTMENT  
255 GLACIER DRIVE  
MARTINEZ, CALIFORNIA 94553

**PRELIMINARY  
DRAWING** DATED  
8-14-18

CONTRA COSTA COUNTY  
LOCAL STREETS AND ROADS PRESERVATION PROJECT  
TYPICAL SECTIONS AND DETAILS  
FILE NO. SHEET 3 OF 3



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 6, 2018

Subject: ADOPT Resolution No. 2018/533 to Summarily Vacate & Quitclaim a Public Service Easement for electrical & power transmission purposes, Pittsburg area.

---

**RECOMMENDATION(S):**

ADOPT Resolution 2018/533 to vacate a public service easement for electrical and power transmission purposes in connection to the State Route 4 Lowering and Widening Willow Pass Grade Project (Project), identified as Parcel 50856-2 in the document recorded on December 1, 1992, in Book 18077, Page 700, of Contra Costa County Official Records, by reference located in the Pittsburg area. (Project No. 0676-6Q1823) (CP#18-32)

DETERMINE that this summary vacation of a public service easement that is no longer required for electric and power transmission purposes is made pursuant to Division 9, Part 3, Chapter 4 of the Streets and Highways Code, commencing with Section 8330, et. seq.

DETERMINE that this vacation request is for an easement that has not been used for the purposes for which it was acquired for five consecutive years immediately preceding the date of this action. (S&H Code Section 8333(a))

DETERMINE that this activity is not subject to the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061 (b)(3) of the CEQA guidelines. DIRECT the Director of the Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk, and DIRECT the Public Works Director, or designee, to arrange

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Jewel Lopez,  
925-957-2457

RECOMMENDATION(S): (CONTD)

for payment of the \$50 fee to the County Clerk for filing the Notice of Exemption, and a \$25 fee to DCD for processing the Notice of Exemption.

AUTHORIZE the Chair, Board of Supervisors, to execute a Quitclaim Deed on behalf of the County and DIRECT the Real Estate Division of the Public Works Department to cause said Quitclaim Deed to be delivered to the grantee for recording in the office of the County Clerk-Recorder.

DIRECT the Real Estate Division of the Public Works Department to record a certified copy of this Board Order and Resolution in the office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Applicant Fees.

BACKGROUND:

On December 1, 1992, Contra Costa County (County) acquired by Final Order of Condemnation a permanent easement for electric and power transmission purposes located south of State Route 4 in the Pittsburg area, identified as parcel 50856-2, in connection with the Project. The easement is located within portions of Assessor's Parcel Nos.:097-700-001, 097-700-002, and 097-700-005.

County staff has reviewed the vacation request and determined that the easement is no longer needed, and intends to vacate any and all rights, title, interest, obligation and responsibility of the easements.

CONSEQUENCE OF NEGATIVE ACTION:

The County may be responsible for the maintenance of an area that is no longer required as a public service easement.

AGENDA ATTACHMENTS

Resolution No. 2018/533

Alves Ranch CEQA

Quitclaim Deed - Alves

MINUTES ATTACHMENTS

Signed: Resolution No. 2018/533

Signed: Quitclaim Deed

Recorded at the request of: Contra Costa County

Return To: Jewel Lopez, Real Estate Division

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

Adopted this Resolution on 11/06/2018 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2018/533

IN THE MATTER OF adopting Resolution No. 2018/533 to summarily vacate and quitclaim a public service easement for electric and power transmission purposes on portions of APN Nos. 097-700-001, 097-700-002, and 097-700-005, Pittsburg area, District V. (Project No.: 0676-6Q1823)

WHEREAS, Contra Costa County (County) no longer requires the public service easement for electric and power transmission purposes encumbering portions of Assessor's Parcel Nos: 097-700-001, 097-700-002, and 097-700-005, which was acquired by Final Order of Condemnation, and is more particularly described as Parcel 50856-2 in the document recorded on December 1, 1992, in Book 18077, Page 700, of Contra Costa County Official Records, Pittsburg area.

WHEREAS, this vacation request is for an easement that has not been used for the purposes for which it was acquired for five consecutive years immediately preceding the date of this action. (S&H Code Section 8333(a))

WHEREAS, Public Works Department staff has concluded that it can be seen with certainty that there is no possibility that vacating the public service easement described above may have a significant adverse effect on the environment.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of Contra Costa County that:

The public service easement for electric and power transmission purposes, identified as Parcel 50856-2, and described in the document recorded on December 1, 1992, in Book 18077, Page 700, of Contra Costa County Official Records, is hereby summarily VACATED, pursuant to Division 9, Chapter 4 of the Streets and Highways Code and determine that this vacation request is for an easement that has not been used for the purposes for which it was acquired for five consecutive years immediately preceding the date of this action purposes pursuant to S&H Code Section 8333(a).

The Board FINDS that the County has not expended County funds to maintain or improve the easement, and it is in the best interest of the County and the public that the easement be vacated.

The Board FINDS that terminating and abandoning the easement will not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Article 5, section 15061(b)(3).

The Board DECLARES that the hereinabove described proposed vacation area is HEREBY ORDERD VACATED subject to any reservation and exception described in the document recorded on December 1, 1992, in Book 18077, Page 700, of Contra Costa County Official Records. From and after the date that this resolution is adopted, the easement shall not constitute a public service easement of Contra Costa County.

The Board DIRECTS the Public Works Director, or designee, to cause a certified copy of this Resolution to be recorded in the office of the County Clerk-Recorder.

**Contact:** Jewel Lopez, 925-957-2457

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

**ATTESTED: November 6, 2018**

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

By: Stacey M. Boyd, Deputy

**cc:** J. Stein, PW Surveys, K. Piona, PW Records, W. Osborn, PW Information Technology, J. Suemnick, Flood Control

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

ACTIVITY No.: 0676-6Q1823, CP# 18-32

ACTIVITY NAME: Vacation & Quitclaim of Alves Ranch Easement

PREPARED BY: Laura Cremin

DATE: September 26, 2018

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

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

**DESCRIPTION OF THE ACTIVITY:**

The activity is for Contra Costa County (County) to quitclaim and vacate Alves Ranch Easement, within portions of Assessor's Parcel Numbers 097-700-001, 097-001-002, and 097-001-005, in the City of Pittsburg. The easement will be quitclaimed to the property owner, Alves Ranch, LLC, a California limited liability company. The easement is for electrical and power transmission, and incidental purposes. County Staff has determined that the County no longer needs this easement.

The County acquired the easement identified as Parcel 50856-2, as described in the Final Order of Condemnation, recorded on December 1, 1992, in Book 18077, Page 700, of the Official Records of Contra Costa County, as part of the State Route 4 Lowering and Widening Willow Pass Grade Project (Attachment A). Caltrans performed the CEQA (SCH#199030377) but the County had not adopted it. The property owner intends to sell portions of Assessor's Parcel Numbers 097-700-001, 097-001-002, and 097-001-005, which are encumbered by the easement, to a developer.

This CEQA documentation covers the quitclaim and vacation. The parcel owner(s) and/or developer will be responsible for CEQA analysis as well as obtaining any applicable local, State, or federal regulatory permits for subsequent activities subject to CEQA review.

**LOCATION:** The activity is located south of State Route 4 and north of Alves Ranch Road in the City of Pittsburg. (Figures 1 – 4)

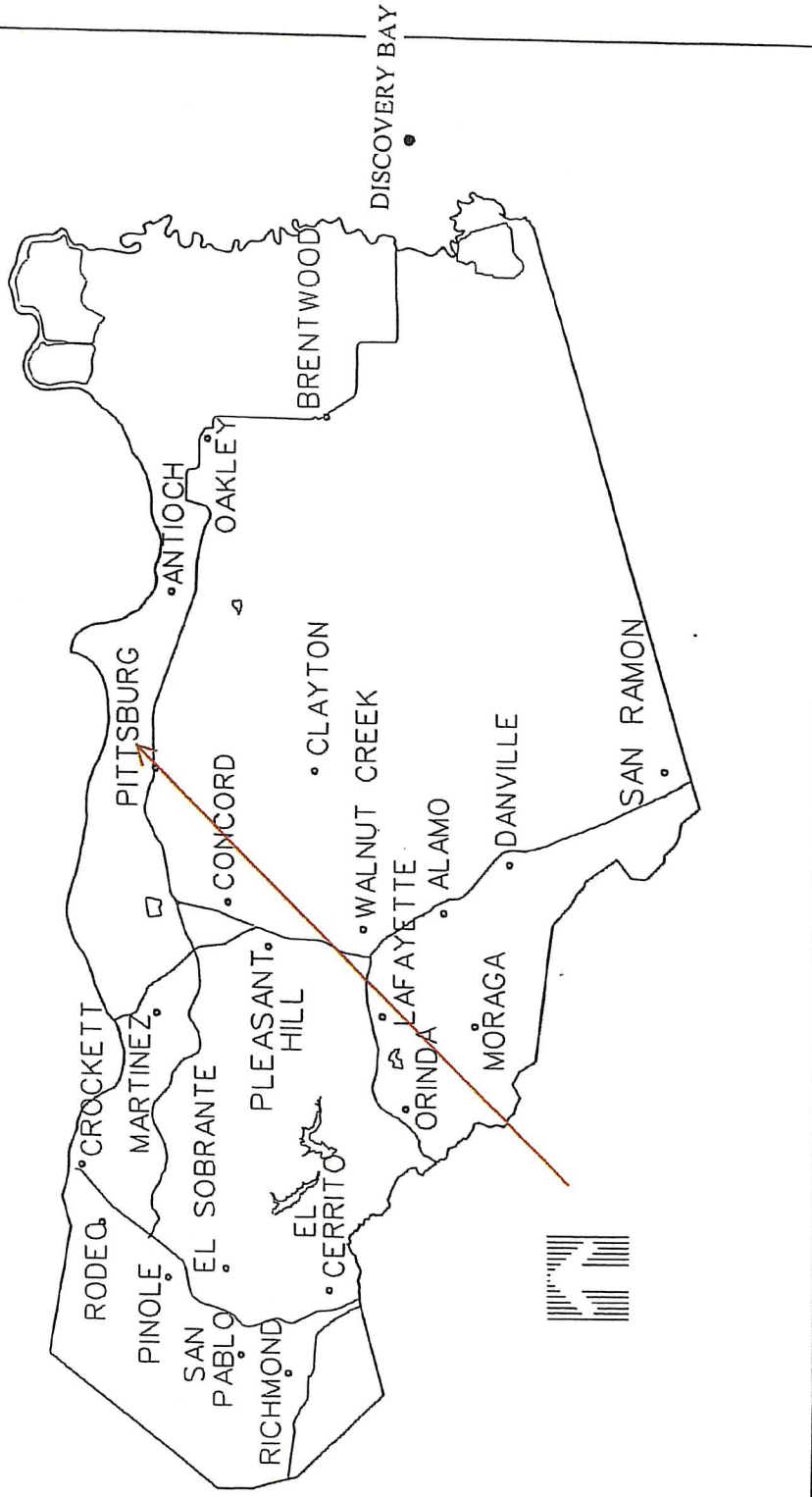
REVIEWED BY: Claudia Sembaling for DATE: 9-26-18  
Avé Brown  
Principal Environmental Analyst  
Environmental Services Division  
Contra Costa County Public Works Department

APPROVED BY: Ken Brown DATE: 10/16/18  
Department of Conservation and  
Development Representative



# CONTRA COSTA COUNTY CALIFORNIA

**Vacation & Quitclaim of Alves Ranch Easement - Pittsburg (0676-6Q1823)**

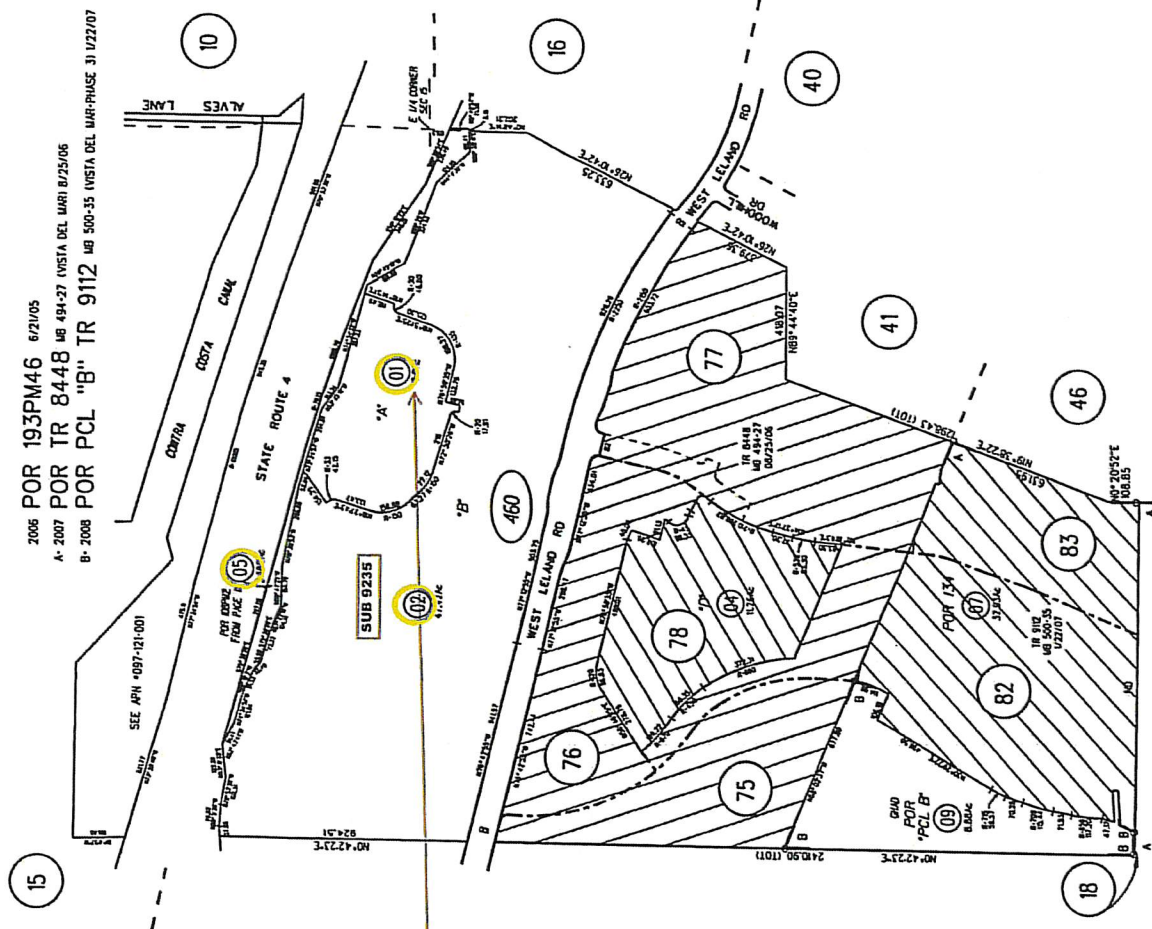


## LOCATION MAP

**Figure 1**







**Vacation & Quitclaim of  
 Alves Ranch Easement**

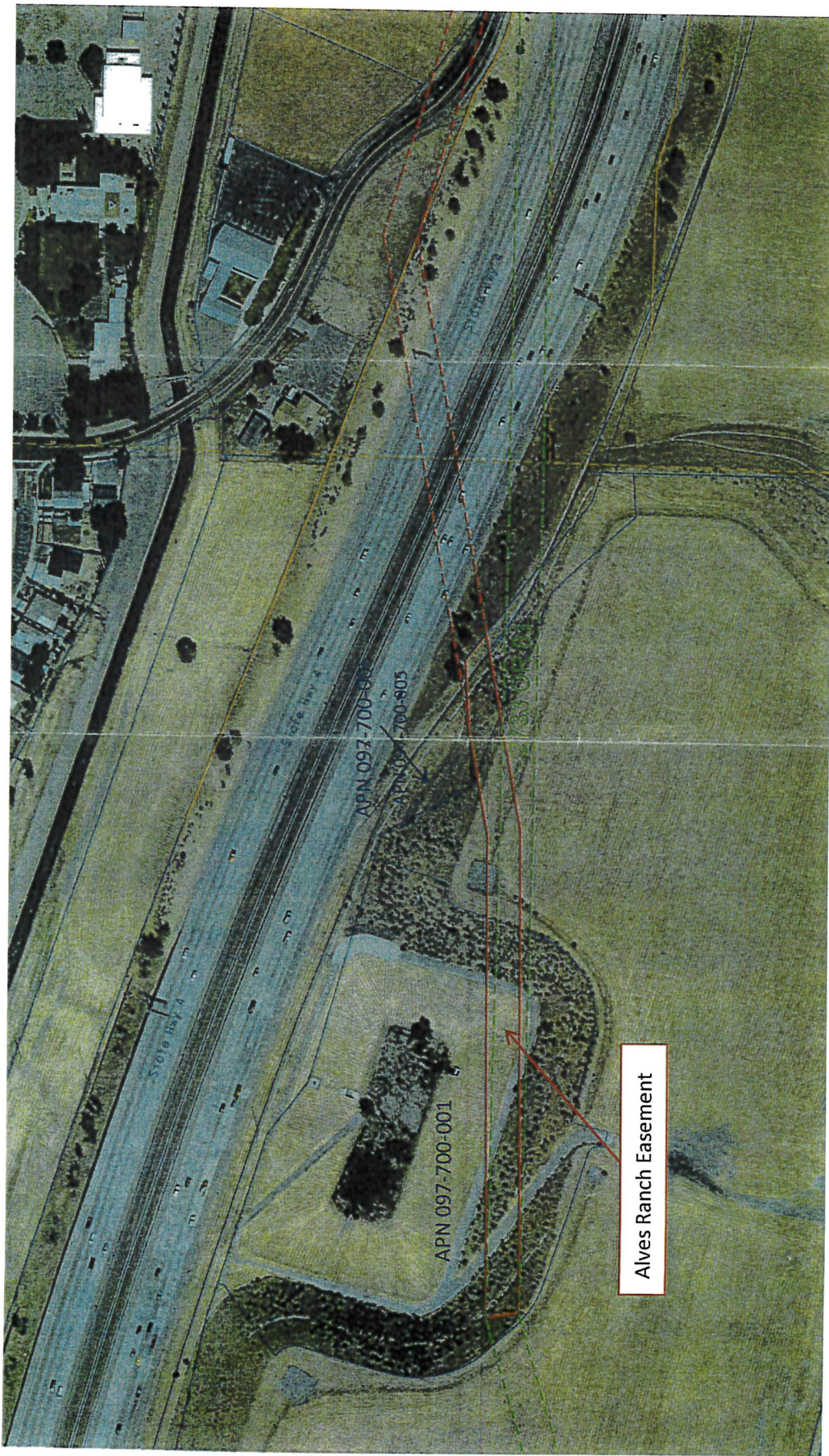
Easement Located in  
 APN -01, -02, and -05

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELIVERED HEREON. ASSESSOR'S PARCELS MAY NOT CORRELATE EXACTLY WITH COUNTY OR FEDERAL AID DRAWINGS.

**APN LOCATION MAP**

Figure 3





EASEMENT LOCATION MAP

Figure 4



**CALIFORNIA ENVIRONMENTAL QUALITY ACT  
Notice of Exemption**

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

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

County Clerk  
County of: Contra Costa

Project Title: Vacation & Quitclaim of Alves Ranch Easement  
Proj. No. 0676-6Q1823 CP#18-32

Project Applicant: **Contra Costa County Public Works Department**

Project Location – **Specific:** South of State Route 4 and north of Alves Ranch Road

Project Location: City of Pittsburg

Project Location – County: **East Contra Costa**

**Description of Nature, Purpose and Beneficiaries of Project:**

The activity is for Contra Costa County (County) to quitclaim and vacate Alves Ranch Easement, within portions of Assessor's Parcel Numbers 097-700-001, 097-001-002, and 097-001-005, in the City of Pittsburg. The easement will be quitclaimed to the property owner, Alves Ranch, LLC, a California limited liability company. The easement is for electrical and power transmission, and incidental purposes. County Staff has determined that the County no longer needs this easement.

The County acquired the easement identified as Parcel 50856-2, as described in the Final Order of Condemnation, recorded on December 1, 1992, in Book 18077, Page 700, of the Official Records of Contra Costa County, as part of the State Route 4 Lowering and Widening Willow Pass Grade Project (Figure 5). Caltrans performed the CEQA (SCH#199030377) but the County had not adopted it. The property owner intends to sell portions of Assessor's Parcel Numbers 097-700-001, 097-001-002, and 097-001-005, which are encumbered by the easement, to a developer.

This CEQA documentation covers the quitclaim and vacation. The parcel owner(s) and/or developer will be responsible for CEQA analysis as well as obtaining any applicable local, State, or federal regulatory permits for subsequent activities subject to CEQA review.

Name of Public Agency Approving Project: **Contra Costa County**

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

**Exempt Status:**

- |   |   |
|---|---|
| <input type="checkbox"/> Ministerial Project (Sec. 21080(b) (1); 15268;     | <input type="checkbox"/> Categorical Exemption: Class <u>( )</u>                                    |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a));   | <input type="checkbox"/> Other Statutory Exemption, Code No.: _____                                 |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); | <input checked="" type="checkbox"/> General Rule of Applicability [Article 5, Section 15061 (b)(3)] |

**Reasons why project is exempt:** The project consists of vacating and quitclaiming excess property, pursuant to Section 15061(b)(3) of the CEQA guidelines.

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

If filed by applicant:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency  Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Applicant:**

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

**Department of Fish and Game Fees Due**

- EIR - \$3,168.<sup>00</sup>
- Neg. Dec. - \$2,280.<sup>75</sup>
- DeMinimis Findings - \$0
- County Clerk - \$50
- Conservation & Development - \$25

**Total Due: \$75.<sup>00</sup>**

Total Paid \$ \_\_\_\_\_

Receipt #: \_\_\_\_\_

Recorded at the request of:  
Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553

After recording return to:  
Alves Ranch, LLC  
C/O Grennan, Pepper, Sallander & Lally, LLP  
Attn: H. Ray Pepper  
2000 Crow Canyon Place, Suite 380  
San Ramon, CA 94583

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

## QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,

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

**Does hereby remise, release and forever quitclaim to** Alves Ranch, LLC, a California Limited Liability Company, any and all of its right, title, and interest in that public service easement for electric and power transmission purposes that is more particularly described in Resolution No. 2018/533 – a resolution of vacation – adopted November 6, 2018, by the Contra Costa County Board of Supervisors, and recorded on \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_ in the Official Records of the Contra Costa County Clerk-Recorder.

CONTRA COSTA COUNTY

Date: \_\_\_\_\_

By \_\_\_\_\_

Karen Mitchoff  
Chair, Board of Supervisors

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

STATE OF CALIFORNIA ) §

COUNTY OF CONTRA COSTA ) §

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Deputy Clerk

JL:

G:\realprop\Vacations -Terminations\Alves Ranch Easement - Pittsburg\DE.04 - Quitclaim Deed - Alves -103018.doc

Recorded at the request of: Contra Costa County  
Return To: Jewel Lopez, Real Estate Division

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

Adopted this Resolution on 11/06/2018 by the following vote:

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
NO:	<input type="checkbox"/>
ABSENT:	<input type="checkbox"/>
ABSTAIN:	<input type="checkbox"/>
RECUSE:	<input type="checkbox"/>

Resolution No. 2018/533

IN THE MATTER OF adopting Resolution No. 2018/533 to summarily vacate and quitclaim a public service easement for electric and power transmission purposes on portions of APN Nos. 097-700-001, 097-700-002, and 097-700-005, Pittsburg area, District V. (Project No.: 0676-6Q1823)

WHEREAS, Contra Costa County (County) no longer requires the public service easement for electric and power transmission purposes encumbering portions of Assessor's Parcel Nos: 097-700-001, 097-700-002, and 097-700-005, which was acquired by Final Order of Condemnation, and is more particularly described as Parcel 50856-2 in the document recorded on December 1, 1992, in Book 18077, Page 700, of Contra Costa County Official Records, Pittsburg area.

WHEREAS, this vacation request is for an easement that has not been used for the purposes for which it was acquired for five consecutive years immediately preceding the date of this action. (S&H Code Section 8333(a))

WHEREAS, Public Works Department staff has concluded that it can be seen with certainty that there is no possibility that vacating the public service easement described above may have a significant adverse effect on the environment.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of Contra Costa County that:

The public service easement for electric and power transmission purposes, identified as Parcel 50856-2, and described in the document recorded on December 1, 1992, in Book 18077, Page 700, of Contra Costa County Official Records, is hereby summarily VACATED, pursuant to Division 9, Chapter 4 of the Streets and Highways Code and determine that this vacation request is for an easement that has not been used for the purposes for which it was acquired for five consecutive years immediately preceding the date of this action purposes pursuant to S&H Code Section 8333(a).

The Board FINDS that the County has not expended County funds to maintain or improve the easement, and it is in the best interest of the County and the public that the easement be vacated.

The Board FINDS that terminating and abandoning the easement will not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Article 5, section 15061(b)(3).

The Board DECLARES that the hereinabove described proposed vacation area is HEREBY ORDERD VACATED subject to any reservation and exception described in the document recorded on December 1, 1992, in Book 18077, Page 700, of Contra Costa County Official Records. From and after the date that this resolution is adopted, the easement shall not constitute a public service easement of Contra Costa County.

The Board DIRECTS the Public Works Director, or designee, to cause a certified copy of this Resolution to be recorded in the office of the County Clerk-Recorder.

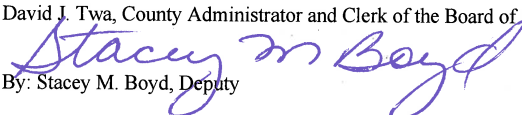
Contact: Jewel Lopez, 925-957-2457

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

ATTESTED: November 6, 2018

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

By: Stacey M. Boyd, Deputy



cc: J. Stein, PW Surveys, K. Piona, PW Records, W. Osborn, PW Information Technology, J. Suemnick, Flood Control

Recorded at the request of:  
Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553

After recording return to:  
Alves Ranch, LLC  
C/O Grennan, Peffer, Sallander & Lally, LLP  
Attn: H. Ray Peffer  
2000 Crow Canyon Place, Suite 380  
San Ramon, CA 94583

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

## QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,

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

**Does hereby remise, release and forever quitclaim to Alves Ranch, LLC, a California Limited Liability Company, any and all of its right, title, and interest in that public service easement for electric and power transmission purposes that is more particularly described in Resolution No. 2018/533 – a resolution of vacation – adopted November 6, 2018, by the Contra Costa County Board of Supervisors, and recorded on \_\_\_\_\_, 2018, as Document No. \_\_\_\_\_ in the Official Records of the Contra Costa County Clerk-Recorder.**

CONTRA COSTA COUNTY

Date: 11/6/18

By *Karen Mitchoff*  
Karen Mitchoff  
Chair, Board of Supervisors

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

STATE OF CALIFORNIA ) §  
COUNTY OF CONTRA COSTA ) § ✓

On November 6, 2018 before me, Stacey M. Boyd Clerk of the Board of Supervisors, Contra Costa County, personally appeared Karen Mitchoff, 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





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

ACTIVITY No.: 0676-6Q1823, CP# 18-32

ACTIVITY NAME: Vacation & Quitclaim of Alves Ranch Easement

PREPARED BY: Laura Cremin

DATE: September 26, 2018

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

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

**DESCRIPTION OF THE ACTIVITY:**

The activity is for Contra Costa County (County) to quitclaim and vacate Alves Ranch Easement, within portions of Assessor's Parcel Numbers 097-700-001, 097-001-002, and 097-001-005, in the City of Pittsburg. The easement will be quitclaimed to the property owner, Alves Ranch, LLC, a California limited liability company. The easement is for electrical and power transmission, and incidental purposes. County Staff has determined that the County no longer needs this easement.

The County acquired the easement identified as Parcel 50856-2, as described in the Final Order of Condemnation, recorded on December 1, 1992, in Book 18077, Page 700, of the Official Records of Contra Costa County, as part of the State Route 4 Lowering and Widening Willow Pass Grade Project (Attachment A). Caltrans performed the CEQA (SCH#199030377) but the County had not adopted it. The property owner intends to sell portions of Assessor's Parcel Numbers 097-700-001, 097-001-002, and 097-001-005, which are encumbered by the easement, to a developer.

This CEQA documentation covers the quitclaim and vacation. The parcel owner(s) and/or developer will be responsible for CEQA analysis as well as obtaining any applicable local, State, or federal regulatory permits for subsequent activities subject to CEQA review.

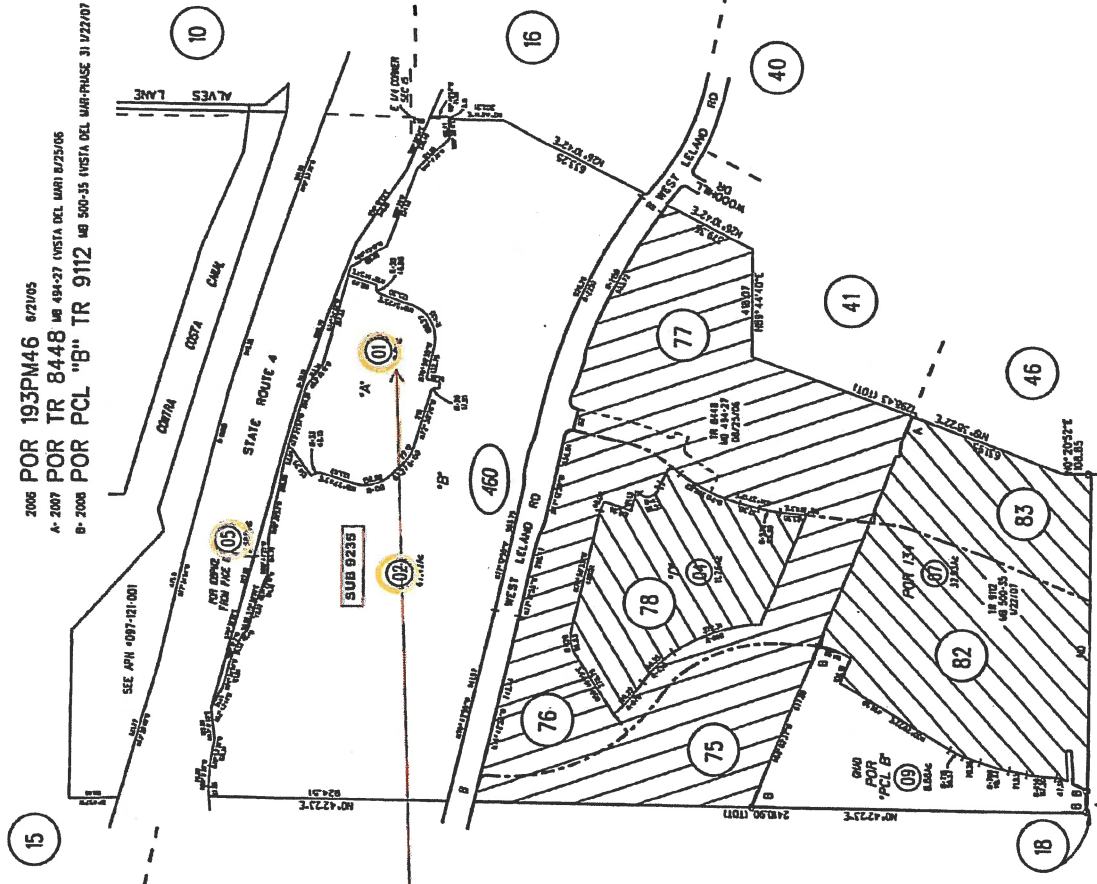
**LOCATION:** The activity is located south of State Route 4 and north of Alves Ranch Road in the City of Pittsburg. (Figures 1 - 4)

REVIEWED BY: Claudia Sembaling for DATE: 9-26-18  
Ave Brown  
Principal Environmental Analyst  
Environmental Services Division  
Contra Costa County Public Works Department

APPROVED BY: Laura Cremin DATE: 10/10/18  
Department of Conservation and  
Development Representative







**Vacation & Quitclaim of  
 Alves Ranch Easement**

Easement Located in  
 APN -01, -02, and -05

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE INFORMATION IS NOT COMELY WITH LOCAL LOT SPLIT OR BALDWIN SITE ORDINANCE.

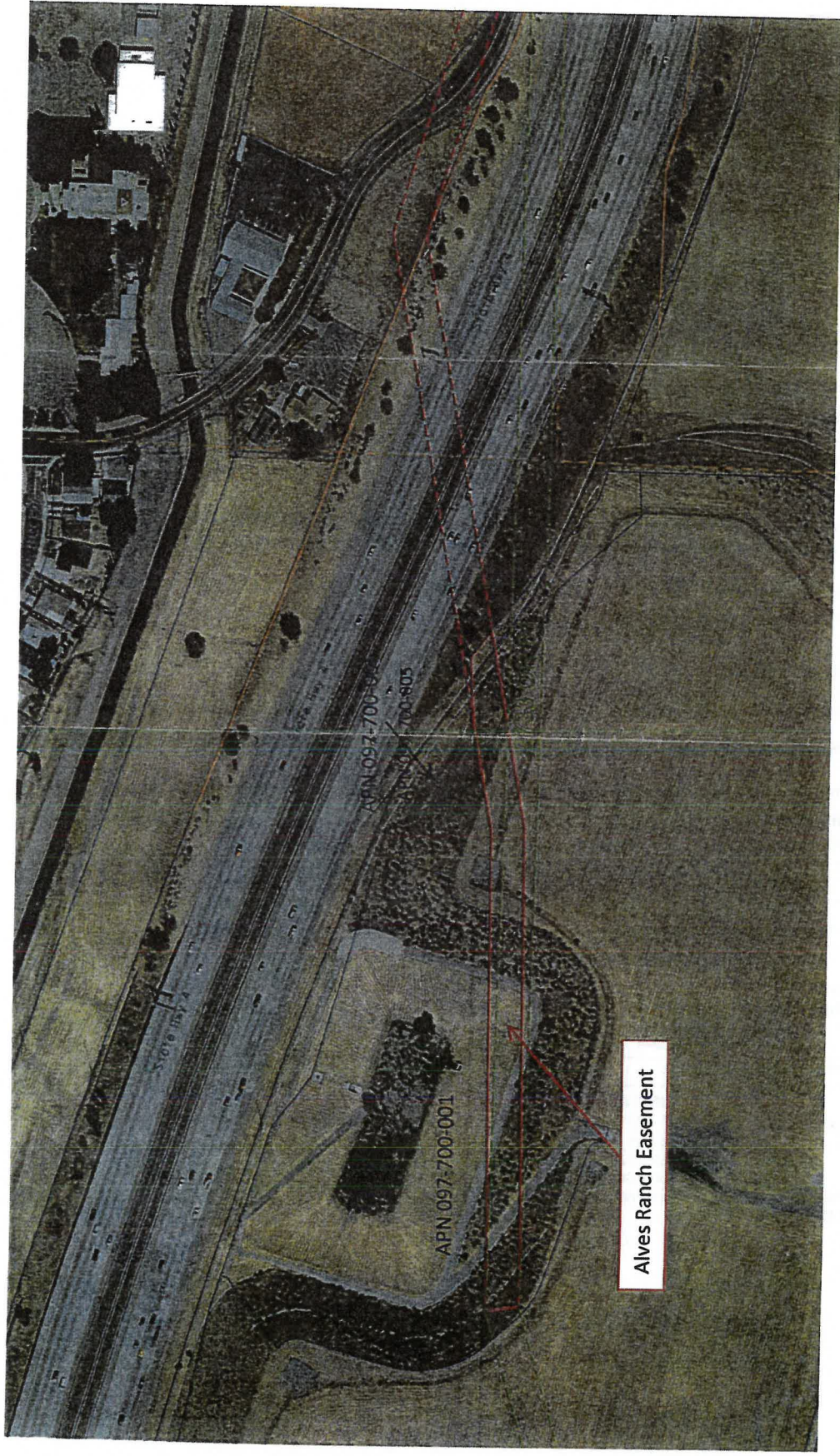
460 TR 9112 8/10/09

CL 097770 01-01-08  
 ASSESSOR'S MAP  
 BOOK 93 PAGE 46  
 CONTRA COSTA COUNTY, CALIF.

**APN LOCATION MAP**

Figure 3





EASEMENT LOCATION MAP

Figure 4

**CALIFORNIA ENVIRONMENTAL QUALITY ACT  
Notice of Exemption**

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

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

County Clerk  
County of: Contra Costa

Project Title: Vacation & Quitclaim of Alves Ranch Easement  
Proj. No. 0676-6Q1823 CP#18-32

Project Applicant: Contra Costa County Public Works Department  
Project Location – **Specific:** South of State Route 4 and north of Alves Ranch Road

Project Location: City of Pittsburg Project Location – County: East Contra Costa

**Description of Nature, Purpose and Beneficiaries of Project:**

The activity is for Contra Costa County (County) to quitclaim and vacate Alves Ranch Easement, within portions of Assessor's Parcel Numbers 097-700-001, 097-001-002, and 097-001-005, in the City of Pittsburg. The easement will be quitclaimed to the property owner, Alves Ranch, LLC, a California limited liability company. The easement is for electrical and power transmission, and incidental purposes. County Staff has determined that the County no longer needs this easement.

The County acquired the easement identified as Parcel 50856-2, as described in the Final Order of Condemnation, recorded on December 1, 1992, in Book 18077, Page 700, of the Official Records of Contra Costa County, as part of the State Route 4 Lowering and Widening Willow Pass Grade Project (Figure 5). Caltrans performed the CEQA (SCH#199030377) but the County had not adopted it. The property owner intends to sell portions of Assessor's Parcel Numbers 097-700-001, 097-001-002, and 097-001-005, which are encumbered by the easement, to a developer.

This CEQA documentation covers the quitclaim and vacation. The parcel owner(s) and/or developer will be responsible for CEQA analysis as well as obtaining any applicable local, State, or federal regulatory permits for subsequent activities subject to CEQA review.

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

**Exempt Status:**

- Ministerial Project (Sec. 21080(b) (1); 15268;
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption: Class ( )
- Other Statutory Exemption, Code No.: \_\_\_\_\_
- General Rule of Applicability [Article 5, Section 15061 (b)(3)]

**Reasons why project is exempt:** The project consists of vacating and quitclaiming excess property, pursuant to Section 15061(b)(3) of the CEQA guidelines.

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

If filed by applicant:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency  Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

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

\_\_\_\_\_  
Signature Title

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

**Department of Fish and Game Fees Due**

- EIR - \$3,168.<sup>00</sup>
- Neg. Dec. - \$2,280.<sup>75</sup>
- DeMinimis Findings - \$0
- County Clerk - \$50
- Conservation & Development - \$25

**Total Due: \$75.<sup>00</sup>**  
Total Paid \$ \_\_\_\_\_  
Receipt #: \_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 6, 2018

Subject: Accepting completion of improvements for subdivision SD14-09328, San Ramon (Dougherty Valley) area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/547 accepting completion of improvements for subdivision SD14-09328 for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The developer has completed the improvements in accordance with the Title 9 of the County Ordinance Code.

**CONSEQUENCE OF NEGATIVE ACTION:**

The completion of improvements will not be accepted.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: 11/06/2018  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: November 6, 2018

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

Contact: Randolph Sanders (925)  
313-2111

By: Stacey M. Boyd, Deputy



AGENDA ATTACHMENTS

Resolution No. 2018/547

MINUTES ATTACHMENTS

Signed: Resolution No.

2018/547

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

Adopted this Resolution on 11/06/2018 by the following vote:

	<b>John Gioia</b>
	<b>Candace Andersen</b>
<b>AYE:</b>	<input type="checkbox"/> <b>Diane Burgis</b>
	<input checked="" type="checkbox"/> <b>Karen Mitchoff</b>
	<input type="checkbox"/> <b>Federal D. Glover</b>
<b>NO:</b>	<input type="checkbox"/>
<b>ABSENT:</b>	<input type="checkbox"/>
<b>ABSTAIN:</b>	<input type="checkbox"/>
<b>RECUSE:</b>	<input type="checkbox"/>



**Resolution No. 2018/547**

IN THE MATTER OF accepting completion of improvements for subdivision SD14-09328, for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

WHEREAS the Public Works Director has notified this Board that the improvements in subdivision SD14-09328 have been completed as provided in the Subdivision Agreement with Shapell Industries, Inc., a Delaware Corporation, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS these improvements are approximately located near Main Branch Road and South Monarch Road.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of November 6, 2018, thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: April 21, 2015

NAME OF SURETY: The Continental Insurance Company

BE IT FURTHER RESOLVED that upon acceptance by the Board of Supervisors, the San Ramon City Council shall accept the improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is AUTHORIZED to refund the \$7,000 cash security for performance (Auditor's Deposit Permit No. 574767, dated April 13, 2011) plus interest in accordance with Government Code Section 53079, if appropriate, to Shapell Industries, Inc., a Delaware Corporation, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 929 525 422, dated March 28, 2011 are exonerated.

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

**Contact: Randolph Sanders (925) 313-2111**

**ATTESTED: November 6, 2018**

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

By: Stacey M. Boyd, Deputy

**cc:** Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Trixie Gothro - Design & Construction, Chris Hallford -Mapping, Mike Mann- Finance, Shapell Homes, a Division of Shapell Industries, Inc., The Continental Insurance Company, Chris Low - City of San Ramon

C.6

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

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

Adopted this Resolution on 11/06/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="checkbox"/>	
<b>ABSENT:</b>	<input type="checkbox"/>	
<b>ABSTAIN:</b>	<input type="checkbox"/>	
<b>RECUSE:</b>	<input type="checkbox"/>	



**Resolution No. 2018/547**

IN THE MATTER OF accepting completion of improvements for subdivision SD14-09328, for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

WHEREAS the Public Works Director has notified this Board that the improvements in subdivision SD14-09328 have been completed as provided in the Subdivision Agreement with Shapell Industries, Inc., a Delaware Corporation, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS these improvements are approximately located near Main Branch Road and South Monarch Road.

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DATE OF AGREEMENT: April 21, 2015

NAME OF SURETY: The Continental Insurance Company

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BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is AUTHORIZED to refund the \$7,000 cash security for performance (Auditor's Deposit Permit No. 574767, dated April 13, 2011) plus interest in accordance with Government Code Section 53079, if appropriate, to Shapell Industries, Inc., a Delaware Corporation, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 929 525 422, dated March 28, 2011 are exonerated.

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

**ATTESTED: November 6, 2018**

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

By: *Stacey M. Boyd*  
Stacey M. Boyd, Deputy

Contact: **Randolf Sanders (925) 313-2111**

cc: Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Trixie Gothro - Design & Construction, Chris Hallford -Mapping, Mike Mann- Finance, Shapell Homes, a Division of Shapell Industries, Inc., The Continental Insurance Company, Chris Low - City of San Ramon



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: November 6, 2018

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

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with George Grech for a T-hangar at Buchanan Field Airport effective November 1, 2018 in the monthly amount of \$394.10, Pacheco area (District IV).

**FISCAL IMPACT:**

The Airport Enterprise Fund will realize \$4,729.20 annually.

**BACKGROUND:**

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

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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)

responsible for the maintenance and property management of the property during the lease period.

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

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

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

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

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

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

Hangar Rental Agmt - George Grech

## CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

### T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES: November 1, 2018** (“Effective Date”), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“Airport”), **George Grech** (“Renter”), hereby mutually agree and promise as follows:
  
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement (“**Rental Agreement**”) by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit “A” and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
  
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form (“**Renter’s Aircraft**”).
  
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # **C-14** on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site (“**T-Hangar Site**”) and shall hereinafter be described as the “**T-Hangar.**”  
  
Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
  
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter’s Aircraft. In addition to the storage of Renter’s Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter’s Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

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

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

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

6. **TERM:** This Rental Agreement shall be from month to month commencing **November 1, 2018**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **394.10** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: November 6, 2018

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

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Delmar Humbert and Denise Humbert for a T-hangar at Buchanan Field Airport effective October 24, 2018 in the monthly amount of \$394.10.

**FISCAL IMPACT:**

The Airport Enterprise Fund will realize \$4,729.20 annually.

**BACKGROUND:**

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

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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)

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

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

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

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

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

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

Hangar Rental Agreement

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** October 24, 2018 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("Airport"), Delmar A. Humbert and Denise Humbert ("Renter"), hereby mutually agree and promise as follows:
  
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
  
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
  
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # E-13 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"  
  
Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
  
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies

with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

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

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A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **394.10** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 6, 2018

Subject: Claims

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**RECOMMENDATION(S):**

DENY claims filed by Maria Artle, CSAA Insurance on behalf of Zachary Aragon, CSAA Insurance on behalf of Vladimir Katsnelson, Timothy Farley, F. Neal Eddy, Kelly O'Connell, Lisa Severs, Jedrek and Melissa Speer, and Sandra Wilson.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Maria Artle: Property claim for injury to rescue dog obtained from Animal Shelter in the amount of \$3,901.40

CSAA Insurance on Behalf of Zachary Aragon: Property claim by insurer for damage to insured's vehicle in the amount of \$2,687.75 as a result of motor vehicle accident involving County employee.

CSAA Insurance on Behalf of Vladimir Katsnelson: Property claim by insurer for damage to insured's vehicle in the amount of \$1,042.67 as a result of motor vehicle accident involving County employee.

Timothy Farley: Personal injury claim in an amount to exceed \$25,000. Claimant alleges that Contra Costa Community College District improperly released information about him to the media.

F. Neal Eddy: Property claim in the amount of \$172 for money allegedly

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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)

lost while claimant was at CCRMC.

Kelly O'Connell: Property claim for damage to home and land in the amount of \$27,070 as a result of a failed storm drain.

Lisa Severs: Personal injury claims for a trip and fall on a sidewalk in Martinez in an amount to be determined.

Jedrek & Melissa Speer: Property and personal injury claim involving allegations that claimants were injured in a motor vehicle accident with a County employee during a high speed pursuit.

Sandra Wilson: Property damage to vehicle in the amount of \$3,676.22 as a result of motor vehicle accident involving County employee.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 6, 2018

Subject: 2018 Holiday Food Fight Kick Off

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stephanie Mello, Deputy

Contact: Stacey Durocher,  
925.335.1703

cc:

AGENDA ATTACHMENTS

Resolution No. 2018/542

MINUTES ATTACHMENTS

Signed Resolution No.

2018/542

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

In the matter of:

**Resolution No. 2018/542**

**LAUNCHING THE 2018 "CONTRA COSTA COUNTY CARES" HOLIDAY FOOD FIGHT**

WHEREAS, the Food Bank of Contra Costa and Solano, which originated as a Contra Costa County project, works heroically on the front line of the daily effort to address this issue, providing food to 122,000 residents of Contra Costa County on a monthly basis, a number that has slightly increased since last year; and

WHEREAS, one in eight people in this County need the Food Bank's assistance at this time; and

WHEREAS, climate, housing shortages, and other societal pressures create extra demands on the Food Bank's budget, due to reduced access to fresh produce, as well as the necessity to serve people needing extra help to make ends meet and navigate their changing situations; and

WHEREAS, the Food Bank is enabled, by our monetary donations, to purchase and distribute fresh produce, which makes up nearly 60% of everything they dispense to our neighbors; and

WHEREAS, approximately 7,000 employees of Contra Costa County, in virtually every department, have since 2002 been holding this annual drive to serve the residents of Contra Costa County who are in need of a helping hand, and have themselves in that time span raised \$1.3 million in this effort; and

WHEREAS, the 2018 Counties Care - Holiday Food Fight will take place between November 19 and December 31, 2018; and

WHEREAS, County employees encourage the public to participate in the "2018 Counties Care - Holiday Food Fight" between the employees of Contra Costa and Solano counties by donating generously and often to the Food Bank of Contra Costa and Solano online in a corresponding "people-to-people" challenge;

**NOW THEREFORE BE IT RESOLVED** that the Board of Supervisors of Contra Costa County hereby recognizes this great and constant need in the community, and commends, encourages, and challenges employees and residents of Contra Costa and Solano counties to open their hearts and wallets to assist the Food Bank of Contra Costa and Solano and its client organizations during the coming holiday season; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors of Contra Costa County hereby officially continues the annual challenge with Solano County and kicks off the "2018 Counties Care - Holiday Food Fight"; and **BE IT FURTHER RESOLVED** that the Board of Supervisors of Contra Costa County hereby encourages all citizens of Contra Costa and Solano counties to extend the generous holiday spirit throughout the year to help those less fortunate.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**

\_\_\_\_\_  
**FEDERAL D. GLOVER**



District III Supervisor

District V Supervisor

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

ATTESTED: November 6, 2018

David J. Twa,

By: \_\_\_\_\_, Deputy



# The Board of Supervisors of Contra Costa County, California

In the matter of launching the 2018 "Contra Costa  
County Cares" Holiday Food Fight

Resolution No. 2018/542

WHEREAS, the Food Bank of Contra Costa and Solano, which originated as a Contra Costa County project, works heroically on the front line of the daily effort to address this issue, providing food to 122,000 residents of Contra Costa County on a monthly basis, a number that has slightly increased since last year; and

WHEREAS, one in eight people in this County need the Food Bank's assistance at this time; and

WHEREAS, climate, housing shortages, and other societal pressures create extra demands on the Food Bank's budget, due to reduced access to fresh produce, as well as the necessity to serve people needing extra help to make ends meet and navigate their changing situations; and

WHEREAS, the Food Bank is enabled, by our monetary donations, to purchase and distribute fresh produce, which makes up nearly 60% of everything they dispense to our neighbors; and

WHEREAS, approximately 7,000 employees of Contra Costa County, in virtually every department, have since 2002 been holding this annual drive to serve the residents of Contra Costa County who are in need of a helping hand, and have themselves in that time span raised \$1.3 million in this effort; and

WHEREAS, the 2018 Counties Care - Holiday Food Fight will take place between November 19 and December 31, 2018; and

WHEREAS, County employees encourage the public to participate in the "2018 Counties Care - Holiday Food Fight" between the employees of Contra Costa and Solano counties by donating generously and often to the Food Bank of Contra Costa and Solano online in a corresponding "people-to-people" challenge.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize this great and constant need in the community, and does commend, encourage, and challenge employees and residents of Contra Costa and Solano counties to open their hearts and wallets to assist the Food Bank of Contra Costa and Solano and its client organizations during the coming holiday season; and

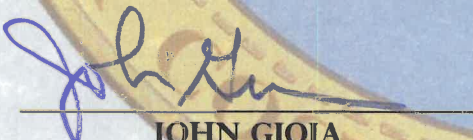
BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County does hereby officially continue the annual challenge with Solano County and kicks off the "2018 Counties Care - Holiday Food Fight"; and

BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County does hereby encourage all citizens of Contra Costa and Solano counties to extend the generous holiday spirit throughout the year to help those less fortunate.

*PASSED by a unanimous vote of the Board of Supervisors members present this 6<sup>th</sup> day of November, 2018.*



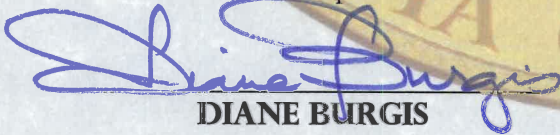
**KAREN MITCHOFF**  
Chair,  
District IV Supervisor



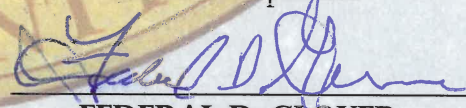
**JOHN GIOIA**  
District I Supervisor



**CANDACE ANDERSEN**  
District II Supervisor



**DIANE BURGIS**  
District III Supervisor



**FEDERAL D. GLOVER**  
District V Supervisor



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

ATTESTED: November 6, 2018

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

By Stephanie Mello, Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: November 6, 2018

Subject: Adoption Awareness Month

---

**RECOMMENDATION(S):**

Recognize November 2018 as Adoption Awareness Month

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stephanie Mello, Deputy

Contact: Elaine Burres,  
608-4960

cc:

AGENDA ATTACHMENTS

Resolution No. 2018/544

MINUTES ATTACHMENTS

Signed Resolution No.

2018/544

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

In the matter of:

**Resolution No. 2018/544**

**Adoption Awareness Month**

WHEREAS, all children, infants, toddlers, school-aged and older youth, deserve a safe, loving and supportive environment and a place to call home; and

WHEREAS, Contra Costa County comes together as a community to celebrate our community's adoptive families and raise awareness about the number of children and teens who are still waiting for a permanent home; and

WHEREAS, in 2018 Children and Family Services (CFS), a bureau of the Employment and Human Services Department, completed its first-ever non-minor dependent adoption; and

WHEREAS, in 2017, adoption was the permanency plan for 124 children in Contra Costa County, including adoptions by former foster parents, family members, and non-relatives, with 33 percent over eight years old; and

WHEREAS, CFS' comprehensive recruitment efforts include attention toward filling the need for Resource Families to specifically place older youth and those with complex needs; and

WHEREAS, nearly 2,000 children in the County are receiving adoption assistance and post-adoption support; and

WHEREAS, adoptions are one of the successful outcomes that can play a role in preventing child abuse and neglect; and

WHEREAS, adopted children and teens need extra patience and support to help them overcome previous hardships, obtain stable home environments, or receive placements as part of a sibling group; and

WHEREAS many of these children have special needs related to physical, mental or emotional disabilities and need the support that adoptive families can provide; and

WHEREAS, there are families able and willing to adopt children who have a range of needs; and

WHEREAS, there are no restrictions on who can adopt based on race, ethnicity, religion, physical ability, income, sexual orientation or expression, gender identity, marital status; and

WHEREAS, adoption of children by family members encourages increased stability, higher levels of permanency, more likelihood of staying connected to siblings, greater preservation of cultural identity, and positive behavioral and mental health outcomes due to placements with relative caregivers; and

**WHEREAS**, the many children in our local foster care program need and deserve the security and nurturing of permanent families, whether they are related or not; and

**WHEREAS**, Children & Family Services in Contra Costa County offers concurrent planning, enabling the placement of children in a potential adoptive home while working with the birth family to help overcome challenges and support reunification efforts; and

**WHEREAS**, adoptive parents and families who have adopted children require and deserve community and public agency support.

NOW, THEREFORE, BE IT RESOLVED: That the Board of Supervisors, does hereby proclaim November 2018 as Adoption Awareness Month in Contra Costa County.

\_\_\_\_\_  
**KAREN MITCHOFF**  
Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**  
District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**  
District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**  
District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

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

ATTESTED: November 6, 2018

David J. Twa,

By: \_\_\_\_\_, Deputy



# The Board of Supervisors of Contra Costa County, California

## In the matter of recognizing "Adoption Awareness Month"

Resolution No. 2018/544

WHEREAS, all children, infants, toddlers, school-aged and older youth, deserve a safe, loving and supportive environment and a place to call home; and

WHEREAS, Contra Costa County comes together as a community to celebrate our community's adoptive families and raise awareness about the number of children and teens who are still waiting for a permanent home; and

WHEREAS, in 2018 Children and Family Services (CFS), a bureau of the Employment and Human Services Department, completed its first-ever non-minor dependent adoption; and

WHEREAS, in 2017, adoption was the permanency plan for 124 children in Contra Costa County, including adoptions by former foster parents, family members, and non-relatives, with 33 percent over eight years old; and

WHEREAS, CFS' comprehensive recruitment efforts include attention toward filling the need for Resource Families to specifically place older youth and those with complex needs; and

WHEREAS, nearly 2,000 children in the County are receiving adoption assistance and post-adoption support; and

WHEREAS, adoptions are one of the successful outcomes that can play a role in preventing child abuse and neglect; and

WHEREAS, adopted children and teens need extra patience and support to help them overcome previous hardships, obtain stable home environments, or receive placements as part of a sibling group; and

WHEREAS many of these children have special needs related to physical, mental or emotional disabilities and need the support that adoptive families can provide; and

WHEREAS, there are families able and willing to adopt children who have a range of needs; and

WHEREAS, there are no restrictions on who can adopt based on race, ethnicity, religion, physical ability, income, sexual orientation or expression, gender identity, marital status; and

WHEREAS, adoption of children by family members encourages increased stability, higher levels of permanency, more likelihood of staying connected to siblings, greater preservation of cultural identity, and positive behavioral and mental health outcomes due to placements with relative caregivers; and

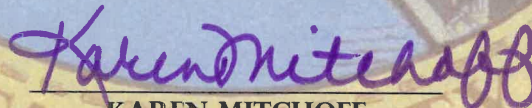
WHEREAS, the many children in our local foster care program need and deserve the security and nurturing of permanent families, whether they are related or not; and

WHEREAS, Children & Family Services in Contra Costa County offers concurrent planning, enabling the placement of children in a potential adoptive home while working with the birth family to help overcome challenges and support reunification efforts; and

WHEREAS, adoptive parents and families who have adopted children require and deserve community and public agency support.

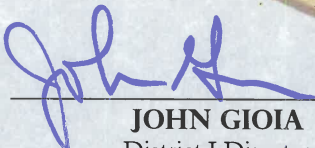
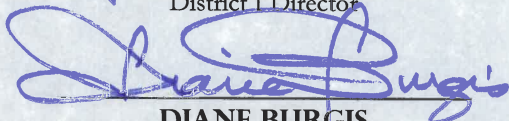
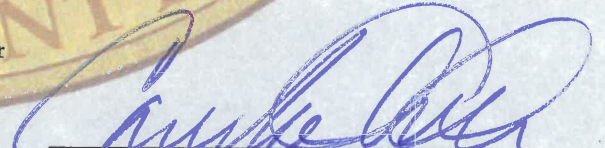
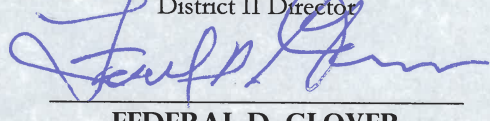
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim November, 2018 as "Adoption Awareness Month" in Contra Costa County.

*PASSED by a unanimous vote of the Board of Directors members present this 6<sup>th</sup> day of November, 2018.*



KAREN MITCHOFF

Chair,  
District IV Director


JOHN GIOIA  
District I Director

DIANE BURGIS  
District III Director

CANDACE ANDERSEN  
District II Director

FEDERAL D. GLOVER  
District V Director

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

ATTESTED: November 6, 2018

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

By Stephanie Mello, Deputy







**Contra  
Costa  
County**

To: Crockett/Carquinez Fire Protection District Board of Directors

From: Federal D. Glover, District V Supervisor

Date: November 6, 2018

Subject: Certificate of Recognition on the Occasion of the Retirement of Crockett-Carquinez Fire Protection District Advisory Fire Commissioner Fred Maria

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stephanie Mello, Deputy

Contact: Dominic Aliano  
925-608-4200

cc:



AGENDA ATTACHMENTS

Resolution No. 2018/553

MINUTES ATTACHMENTS

Signed Resolution No.

2018/553

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

In the matter of:

**Resolution No. 2018/553**

**Honoring Crockett-Carquinez Fire Protection District Advisory Fire Commissioner Fred Maria, on the occasion of his retirement from the District**

WHEREAS, Fred Maria was born in Eckley, California and later moved to Port Costa and eventually Crockett;

WHEREAS, Fred Maria served in the Army and fought in the Korean War;

WHEREAS, Fred Maria returned from the Korean War and became a watchman for C&H Sugar and later became a Contra Costa County Sheriff's Deputy and served for over 25 years. During his 25 years of services, 15 of those years he served as a bailiff in Department 7 of the Superior Court of Contra Costa County, working for Judge Martin E. Rothenberg. After retirement from Contra Costa County Sheriff's Department, Mr. Maria became an investigator for the Department of the Navy at Alameda Naval Air Station and eventually served as a Federal Marshal in San Francisco;

WHEREAS, Fred Maria first became a volunteer with the Crockett-Carquinez Fire Protection District and later was appointed to serve as an Advisory Fire Commissioner;

WHEREAS, Fred Maria, as an Advisory Fire Commissioner, worked with Supervisor Nancy Fahden to purchase the Crockett-Carquinez Fire Protection District a new ladder truck which is still in service today;

WHEREAS, Fred Maria was a long time Boy Scout, Scout Master for Troop 173 in Crockett and encouraged his sons Rick Maria and Ron Maria to become Eagle Scouts;  
**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Crockett-Carquinez Fire Protection District recognizes Fire Commissioner Fred Maria as an expression of our appreciation for his 36 years of dedicated service to the Crockett and Port Costa communities, and to extend our wishes for further success in his future endeavors.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**

District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**

District V Supervisor

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

ATTESTED: November 6, 2018

David J. Twa,

By: \_\_\_\_\_, Deputy



# The Board of Directors of the Crockett-Carquinez Fire Protection District

In the matter of honoring Crockett-Carquinez Fire Protection District Advisory Fire Commissioner Fred Maria, on the occasion of his retirement from the District

Resolution No. 2018/553

WHEREAS, Fred Maria was born in Eckley, California and later moved to Port Costa and eventually Crockett; and

WHEREAS, Fred Maria served in the Army and fought in the Korean War; and

WHEREAS, Fred Maria returned from the Korean War and became a watchman for C&H Sugar and later became a Contra Costa County Sheriff's Deputy and served for over 25 years. During his 25 years of services, 15 of those years he served as a bailiff in Department 7 of the Superior Court of Contra Costa County, working for Judge Martin E. Rothenberg. After retirement from Contra Costa County Sheriff's Department, Mr. Maria became an investigator for the Department of the Navy at Alameda Naval Air Station and eventually served as a Federal Marshal in San Francisco; and

WHEREAS, Fred Maria first became a volunteer with the Crockett-Carquinez Fire Protection District and later was appointed to serve as an Advisory Fire Commissioner; and

WHEREAS, Fred Maria, as an Advisory Fire Commissioner, worked with Supervisor Nancy Fahden to purchase the Crockett-Carquinez Fire Protection District a new ladder truck which is still in service today; and

WHEREAS, Fred Maria was a long time Boy Scout, Scout Master for Troop 173 in Crockett and encouraged his sons Rick Maria and Ron Maria to become Eagle Scouts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Crockett-Carquinez Fire Protection District does hereby recognize Fire Commissioner Fred Maria as an expression of our appreciation for his 36 years of dedicated service to the Crockett and Port Costa communities, and to extend our wishes for further success in his future endeavors.

*PASSED by a unanimous vote of the Board of Directors members present this 6<sup>th</sup> day of November, 2018.*



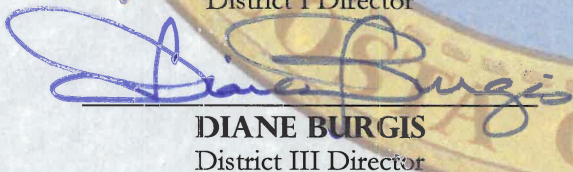
**KAREN MITCHOFF**  
Chair,  
District IV Director



**JOHN GIOIA**  
District I Director



**CANDACE ANDERSEN**  
District II Director



**DIANE BURGIS**  
District III Director



**FEDERAL D. GLOVER**  
District V Director



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

ATTESTED: November 6, 2018

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

By Stephanie Welby, Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: November 6, 2018

Subject: In Support of Declaring A No Hate Week

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**RECOMMENDATION(S):**

Approve Resolution in support of declaring November 11th, 2018-November 17, 2018 United Against Hate Week.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The call for a **United Against Hate Week** emerged from the cities and community leaders that were a part of the original poster campaign. In the Spring of 2018, participants reconvened to expand their United Against Hate message. With support from **Not In Our Town** ([www.niot.org](http://www.niot.org)), a leading anti-hate organization, additional communities have joined in the effort to launch an inaugural **Week of Action** scheduled for November 11-18, 2018. During this week, cities and counties will partner with community based organizations to convene and host events including rallies, film screenings, art projects, speakers, community dialogues and storytelling workshops. These activities will provide a dynamic way to increase engagement across each city, and support

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stephanie Mello, Deputy

Contact: Sonia Bustamante,  
510.843.2040

cc:

BACKGROUND: (CONT'D)

Bay Area residents who are standing up to hate in their **communities**. The board supports activities including a film screening of Embracing The Dream: Celebrating Martin Luther King's Legacy in America Today on November 13, 2018 7pm at the California Theatre in Pittsburg, Ca and the One Human Family Interfaith vigil and service on November 11 5pm in Richmond.

AGENDA ATTACHMENTS

Resolution No. 2018/559

MINUTES ATTACHMENTS

Signed Resolution No. 2018/559

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

In the matter of:

**Resolution No. 2018/559**

IN SUPPORT OF DECLARING UNITED AGAINST HATE WEEK IN CONTRA COSTA COUNTY

IN SUPPORT OF DECLARING UNITED AGAINST HATE WEEK in Contra Costa County

WHEREAS, the United States is a nation of immigrants, whose strength comes from our diversity; and

WHEREAS, the Constitution enshrines equality on all individuals, regardless of race, gender, orientation, religion, ancestry, or political views; and

WHEREAS, recent federal policies and rhetoric have generated a toxic environment that

encourages the propagation of racist, xenophobic, sexist, homophobic, Islamophobic, anti-semitic

and other bigoted views by emboldened hate groups and individuals; and

WHEREAS, deep divisions within our country allow for the festering of extreme ideology,

further strengthening a cycle of mistrust and suspicion fueled by fear, anxiety, and insecurity; and

WHEREAS, the number of hate crimes across the United States has increased dramatically over the past couple of years; and

WHEREAS, in 2017, white nationalist groups held violent rallies in cities across the country, including in the East Bay Area, instilling fear across our many diverse communities; and

WHEREAS, Contra Costa County is deeply committed to inclusivity and equity; and

WHEREAS, The Contra Costa County Board of Supervisors has previously declared Contra Costa County a Welcoming County, recognizing that a community is strongest when everyone feels welcomed, and brings immigrants, refugees, and the broader community together to develop inclusive policies, programs, and initiatives that build welcoming and loving communities; and

WHEREAS, Contra Costa County Stands United Against Hate and desires to state our shared values and reiterate our commitment to inclusivity; and

WHEREAS, education, compassion, and cooperation are key to understanding and embracing differences between people; and

WHEREAS, sponsoring a United Against Hate Week is an important step in bridging divisions and

healing communities; and

WHEREAS, the board supports activities including a film screening of Embracing The Dream: Celebrating Martin Luther King's Legacy in America Today on November 13, 2018 7pm at the California Theatre in Pittsburg, Ca and the One Human Family Interfaith vigil and service on November 11, 2018 5pm in Richmond.

NOW THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors does hereby declare the week of November 11, 2018 through November 17, 2018 as United Against Hate Week in Contra Costa County.

\_\_\_\_\_  
**KAREN MITCHOFF**  
Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**  
District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**  
District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**  
District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

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

ATTESTED: November 6, 2018

David J. Twa,

By: \_\_\_\_\_, Deputy



# The Board of Supervisors of Contra Costa County, California

In the matter of in support of declaring "United  
Against Hate Week" in Contra Costa County

Resolution No. 2018/559

WHEREAS, the United States is a nation of immigrants, whose strength comes from our diversity; and

WHEREAS, the Constitution enshrines equality on all individuals, regardless of race, gender, orientation, religion, ancestry, or political views; and

WHEREAS, recent federal policies and rhetoric have generated a toxic environment that encourages the propagation of racist, xenophobic, sexist, homophobic, Islamophobic, anti-Semitic and other bigoted views by emboldened hate groups and individuals; and

WHEREAS, deep divisions within our country allow for the festering of extreme ideology, further strengthening a cycle of mistrust and suspicion fueled by fear, anxiety, and insecurity; and

WHEREAS, the number of hate crimes across the United States has increased dramatically over the past couple of years; and

WHEREAS, in 2017, white nationalist groups held violent rallies in cities across the country, including in the East Bay Area, instilling fear across our many diverse communities; and

WHEREAS, Contra Costa County is deeply committed to inclusivity and equity; and

WHEREAS, The Contra Costa County Board of Supervisors has previously declared Contra Costa County a "Welcoming County", recognizing that a community is strongest when everyone feels welcomed, and brings immigrants, refugees, and the broader community together to develop inclusive policies, programs, and initiatives that build welcoming and loving communities; and

WHEREAS, Contra Costa County Stands United Against Hate and desires to state our shared values and reiterate our commitment to inclusivity; and

WHEREAS, education, compassion, and cooperation are key to understanding and embracing differences between people; and

WHEREAS, sponsoring a "United Against Hate Week" is an important step in bridging divisions and healing communities; and

WHEREAS, the board supports activities including a film screening of "Embracing The Dream: Celebrating Martin Luther King's Legacy in America Today" on November 13, 2018 7pm at the California Theatre in Pittsburg, CA and the One Human Family Interfaith vigil and service on November 11, 2018 5pm in Richmond.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby declare the week of November 11, 2018 through November 17, 2018 as "United Against Hate Week" in Contra Costa County.

*PASSED by a unanimous vote of the Board of Supervisors members present this 6<sup>th</sup> day of November, 2018.*

**KAREN MITCHOFF**  
Chair,  
District IV Supervisor

**JOHN GIOIA**  
District I Supervisor

**CANDACE ANDERSEN**  
District II Supervisor

**DIANE BURGIS**  
District III Supervisor

**FEDERAL D. GLOVER**  
District V Supervisor



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

ATTESTED: November 6, 2018

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

By Stephanie Mello, Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: CAER 2018 Shelter-in-Place Education Day

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/558 proclaiming November 7, 2018 as the Contra Costa County Shelter-in-Place Education Day.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Contra Costa County Community Awareness and Emergency Response Group, Inc. has worked with schools and day care facilities for the last sixteen years on sheltering in place when there is a hazardous material release that could impact them. This protective action is the best immediate action that a person can take to protect them against exposure to hazardous materials that could occur from an accidental release or spill. Attached find the proclamation and a flyer announcing November 7, 2018 as Shelter-in-Place Education Day.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stephanie Mello, Deputy

Contact: Randy Sawyer,  
925-335-3210

cc: Marcy Wilhelm, Cho Nai Cheung

AGENDA ATTACHMENTS

Resolution No. 2018/558

SIP Drill Facts

MINUTES ATTACHMENTS

Signed Resolution No.

2018/558

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

In the matter of:

**Resolution No. 2018/558**

Proclaiming November 7, 2018 as Shelter-in-Place Education Day in Contra Costa County.

WHEREAS, public and private schools and childcare centers throughout Contra Costa County will be participating in the Shelter-in-Place Drill on November 7th; and

WHEREAS Contra Costa Community Awareness Emergency Response Group – CAER – is sponsoring the 17th Annual Shelter-in-Place Drill and assisting schools and childcare centers with their emergency preparedness; and

WHEREAS, emergency response agencies including fire, sheriff and health officials all recommend Shelter-in-Place as the immediate action to take in case of a hazardous release; and

WHEREAS the Shelter-in-Place Drill increases public awareness about Shelter-in-Place as a protective action and gives students and teachers practice in implementing this important procedure; and

WHEREAS the County Office of Education has endorsed the Shelter-in-Place Drill and encouraged all sites to participate;

NOW, THEREFORE, BE IT RESOLVED THAT the Contra Costa County Board of Supervisors recognizes the importance of preparing for emergencies and encourages participation in the Contra Costa CAER Group’s public education efforts. In support of the parents, teachers, students and staff that will be participating with hundreds of other schools in the Shelter-in-Place Drill, we proclaim November 7, 2018 as “Shelter-in-Place Education Day.”

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**

District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**

District V Supervisor

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

ATTESTED: November 6, 2018

David J. Twa,

By: \_\_\_\_\_, Deputy



# The Board of Supervisors of Contra Costa County, California

In the matter of Proclaiming November 7, 2018 as  
"Shelter-in-Place Education Day" in Contra Costa  
County

Resolution No. 2018/558

WHEREAS, public and private schools and childcare centers throughout Contra Costa County will be participating in the Shelter-in-Place Drill on November 7th; and

WHEREAS Contra Costa Community Awareness Emergency Response Group – CAER – is sponsoring the 17th Annual Shelter-in-Place Drill and assisting schools and childcare centers with their emergency preparedness; and


WHEREAS, emergency response agencies including fire, sheriff and health officials all recommend Shelter-in-Place as the immediate action to take in case of a hazardous release; and

WHEREAS the Shelter-in-Place Drill increases public awareness about Shelter-in-Place as a protective action and gives students and teachers practice in implementing this important procedure; and

WHEREAS the County Office of Education has endorsed the Shelter-in-Place Drill and encouraged all sites to participate.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize the importance of preparing for emergencies and encourages participation in the Contra Costa CAER Group's public education efforts. In support of the parents, teachers, students and staff that will be participating with hundreds of other schools in the Shelter-in-Place Drill, we proclaim November 7, 2018 as "Shelter-in-Place Education Day".

*PASSED by a unanimous vote of the Board of Supervisors members present this 6<sup>th</sup> day of November, 2018.*



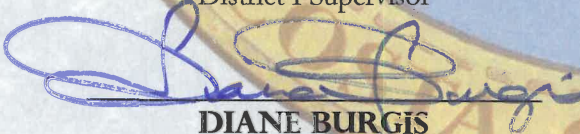
**KAREN MITCHOFF**  
Chair,  
District IV Supervisor



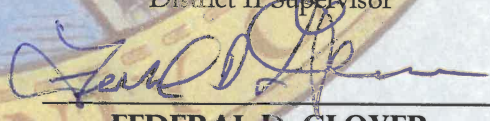
**JOHN GIOIA**  
District I Supervisor



**CANDACE ANDERSEN**  
District II Supervisor



**DIANE BURGIS**  
District III Supervisor



**FEDERAL D. GLOVER**  
District V Supervisor



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

ATTESTED: November 6, 2018

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

By Stephanie Melbo, Deputy

**Contra Costa Health Plan**  
**Providers Approved by Peer Review and Credentialing Committee**  
**January 9, 2018**

<b>CREDENTIALING PROVIDERS JANUARY 2018</b>	
<b>Name</b>	<b>Specialty</b>
Chavez, Luis, RBT	Behavior Analysis
Chichili, Sudhathi, MD	Hematology/ Oncology
McClintock Greenberg, Andrew, MD	Pulmonary Disease
Ryan, Alison, PA	Sleep Medicine Mid-Level Oncology
Sison, Margarita, BA	Behavior Analysis
Wong, Adriel, BCBA	Behavior Analysis

<b>RECREREDENTIALING PROVIDERS JANUARY 2018</b>	
<b>Name</b>	<b>Specialty</b>
Bhattacharyya, Alok, MD	Neurology
Block, Alison, MD	Family Planning
Bunzel, Mary M., NP	Primary Care Family Medicine
Chen, Jeff S., MD	Pain Management
Chow, Ames, DC	Chiropractic Medicine
Cloutier, Steven, PhD	Mental Health Services
Crumpler, Faith, MD	Primary Care Family Medicine
Dudler, Jack, MD	Primary Care Family Medicine
Ferguson, Susan, MD	Primary Care Internal Medicine
Kassels, Michael, DO	Primary Care Internal Medicine
Kim, Euna, NP	Primary Care Internal Medicine
McAlear, Matthew, BCBA	Behavior Analysis
Morrissey, Ellen, MD	Nephrology
Nelson, Butler, PhD	Mental Health Services
Ong, Frances, OD	Optometry
Raffety, Kimika, PT	Physical Therapy
Rana, Zohaib, BCBA	Behavior Analysis
Saldivar, Nancy, NP	Primary Care Internal Medicine
Sharma, Rohit, MD	Nephrology
Siu, Arthur, OD	Optometry
Stapleton, Stacy, BCBA	Behavior Analysis



<b>RECREREDENTIALING PROVIDERS JANUARY 2018</b>	
<b>Name</b>	<b>Specialty</b>
Takao, Kevin, PT	Physical Therapy
Tam, David, OD	Optometry
Tarder, Gerald L., MD	Gastroenterology
Upshaw, Bradley, OD	Optometry
Warner, Sarah E., PhD	Mental Health Services
Widroe, Harvey, MD	Psychiatry
Zylker, Kenneth, DC	Chiropractic Medicine

<b>RECREREDENTIALING ORGANIZATIONAL PROVIDERS JANUARY 2018</b>		
<b>Provider Name</b>	<b>Provide the Following Services</b>	<b>Location</b>
Ace Home Health Care and Hospice, Inc. dba: Ace Home Health Care and Hospice, Inc.	Home Health and Hospice	Orinda
Dolly Thomas dba: Nova Care Home Health Services, Inc.	Home Health	Brentwood



Contra  
Costa  
County

To: Board of Supervisors  
From: Melinda Cervantes, County Librarian  
Date: November 6, 2018

Subject: Fix a Public Hearing on Proposed Changes to the Fines and Charges Schedule for the Library

---

**RECOMMENDATION(S):**

FIX a public hearing for December 11, 2018 at 9:00 a.m., to consider adopting Resolution No. 2018/556 that will supersede Resolution No. 2013/465, to adopt a new Fines and Charges Schedule for the Contra Costa County Library effective January 1, 2019, as recommended by the County Librarian.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The County Librarian and County Library Commission are recommending changes to the library fines and charges schedule policy. Contra Costa County Library goals include ensuring that everyone has easy, equitable access to library services. Following the public hearing, the County Librarian requests the Board of Supervisors to adopt the new Contra Costa County Library Fines and Charges Schedule that will no longer include daily fines for overdue items, to increase equitable access to library materials.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: 11/06/2018  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Melinda Cervantes  
925.608.7701

cc:



ATTACHMENTS

Proposed Schedule of Fines and  
Charges



**Proposed - SCHEDULE OF FINES & CHARGES - EFFECTIVE JANUARY 1, 2019**

TYPE OF MATERIAL	LOST AND DAMAGED FEE	PROCESSING FEE *
All Books, CDs, and DVDs	Item price or \$25.00	\$10.00
All Magazines	\$5.00	
Kits	Replacement Cost	\$10.00
Equipment	Replacement Cost	\$10.00
LINK+ Interlibrary Loan items	Determined by lending library, not to exceed \$115.00, including processing fee	

\* Processing fees charged on lost items are non-refundable if the item is later found and returned.

**OTHER CHARGES**

Missing portions of sets & kits, including cases	\$8.00
Print/Copy Smart Card – Initial Purchase	\$ .50 per card
Black & White Prints/Copies	\$ .15 per page
Color Prints/Copies	\$ .50 per page
Returned Check Fee	\$15.00
Materials Recovery Late Fee**	\$10.00 per account
Non-refundable Meeting Room Fee***	
Large Room	\$40.00/hour
Small Room	\$10.00/

\*\* Materials Recovery fee assessed on an account when oldest fine/fee is 50 days past due, and the total balance due is \$35.00 or more.

\*\*\* Meeting rooms at Antioch, Concord, El Sobrante, Kensington, Pinole, Pleasant Hill, and Ygnacio Valley Libraries



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: November 6, 2018

Subject: APPOINTMENT TO COUNTY SERVICE AREA P-2A

---

**RECOMMENDATION(S):**

APPOINT Ronald Cortez to the appointee 6 seat on County Service Area P-2A Citizen Advisory Committee to a term expiring December 31, 2019, as recommended by Supervisor Diane Burgis.

Ronald Cortez  
Danville, CA 94506

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The advisory committee functions to advise the Board of Supervisors and the Sheriff's Department on the needs of the Blackhawk community for extended police services which shall include, but not limited to enforcement of the State Vehicle Code, crime prevention and litter control.

Applications were accepted and the recommendation to appoint the above individual was then determined.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

Contact: LEA CASTLEBERRY  
(925) 252-4500

By: Stacey M. Boyd, Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: November 6, 2018

Subject: VACANCY ON COUNTY SERVICE AREA, P-6 DISCOVERY BAY CITIZEN ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

DECLARE vacant the Appointee 4 seat on the Discovery Bay P-6 Citizen Advisory Committee, previously held by Gaylin Zeigler due to resignation and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Diane Burgis.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Mr. Zeigler notified the District Office of his resignation from the Discovery Bay P-6 Citizen Advisory Committee effective immediately.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

Contact: LEA CASTLEBERRY  
(925) 252-4500

By: Stacey M. Boyd, Deputy

cc:

AGENDA  
ATTACHMENTS  
MINUTES  
ATTACHMENTS  
Vacancy Notice

# Contra Costa County



## Notice

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

Clerk of the Board of Supervisors  
651 Pine Street, Rm. 106  
Martinez, CA 94553

**Advisory Body and Seat Title**

Discovery Bay County Service Area P-6  
Citizen Advisory Council

**Appointments will be made after**

November 20, 2018

*Seat: Appointee Seat 4*

I, David J. Twa, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancies will be posted on November 6, 2018.

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

Attested November 6, 2018:

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

By: Stacy M Boyd  
Deputy Clerk



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: November 6, 2018

Subject: Family and Children's Trust Committee Resignation

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Jackelynn Campos from the Family and Children's Trust Committee (FACT), Mental Health Seat 5, DECLARE the vacancy and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

There is no Fiscal Impact.

**BACKGROUND:**

Ms. Campos resigned from FACT August 21, 2018 due to her personal schedule, which did not allow her full participation in the Committee's activities. She was appointed March 13, 2018. The Mental Health Seat expires September 30, 2019.

FACT was established in 1985 by the Contra Costa Board of Superiors to make funding recommendations for prevention and treatment services to reduce child abuse and neglect, provide supportive services to families and children, and promote a more coordinated, seamless system for families.

**CONSEQUENCE OF NEGATIVE ACTION:**

FACT cannot recommend appointment to the Mental Health Seat until vacated.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Elaine Burres,  
608-4960

cc:

AGENDA  
ATTACHMENTS  
MINUTES  
ATTACHMENTS  
Vacancy Notice



# Contra Costa County



## Notice

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

Clerk of the Board of Supervisors  
651 Pine Street, Rm. 106  
Martinez, CA 94553

**Advisory Body and Seat Title**

Family and Children's Trust Committee

*Seat: Mental Health Seat*

**Appointments will be made after**

November 20, 2018

I, David J. Twa, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancies will be posted on November 6, 2018.

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

Attested November 6, 2018:

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

By:

Deputy Clerk



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 6, 2018

Subject: RECOMMENDATION FOR APPOINTMENTS TO THE COMMISSION FOR WOMEN

---

**RECOMMENDATION(S):**

APPOINT Lanita Mims (Oakley) to the At Large 4 seat to a term ending on February 28, 2020; and Dayanna Macias-Carlos (Concord) to the At Large 3 seat and Hannah Brown (Pleasant Hill) to the At Large 5 seat to terms ending on February 28, 2019, on the Commission for Women.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

In September 2017, the IOC held a discussion about problems that had been reported concerning the Commission for Women including a spate of member resignations, inability to achieve a meeting quorum, blurred responsibilities, disagreement over the Commission's mission, factions and fragmentation, open meeting act errors, and loss of interest among some of the membership.

In February 2018, IOC staff presented five recommendations to address the problems identified by some of the former and current Commission members. The Committee generally concurred with staff's recommendations and preliminarily recommended to the Board of Supervisors that the size of the Commission be reduced from 20 to 15 members to improve cohesion and also the probability of achieving a meeting quorum. The Board approved this recommendation on April 24, 2018. Assuming the Commission

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Julie DiMaggio Enea  
(925) 335-1077

cc:

## BACKGROUND: (CONT'D)

would thus be able to convene proper meetings, the IOC requested the Commission to consider the remaining CAO recommendations and possible bylaws update, and report back to the IOC in October.

The Commission website is not up-to-date. According to their minutes, they last met on May 18, 2018 (<http://www.womenscommission.com/agenda.html>). The Clerk's Office was unable to find any agenda or announcement of a May 18 Commission meeting. Also, according to the minutes from each of the 2018 meetings, the Commission appears to have met without a quorum of members present. The May 18 Commission minutes indicate that some discussion occurred regarding the recommended bylaw changes, but there is no further information in the minutes.

The Commission for Women has a small group of very devoted members who try to keep the Commission moving forward. However, they currently do not have enough members to do their business. In April of this year, the Board of Supervisors reduced the Commission's membership size from 20 seats down to 15 to assist them in achieving a meeting quorum, which is now 8. Even with the 5-seat reduction, the Commission appears to be struggling to achieve a quorum. Last month, the Board accepted another resignation from the Commission.

To assist the Commission in achieving a quorum so that it can meet and recruit additional members, we recommend that the Board appoint Ms. Mims, Ms. Macias-Carlos, and Ms. Brown to At Large seats on the Commission. Upon appointment of these individuals, the Commission will have four remaining vacancies.

## ATTACHMENTS

Candidate Application\_Hannah Brown\_Comm for Women

Candidate Application\_Dayanna Macias-Carlos\_Comm for Women

Candidate Application\_Lanita Mims\_Comm for Women

# Application Form

## Profile

### Which Boards would you like to apply for?

Arts & Culture Commission: Submitted

Commission for Women: Submitted

Seat Name (if applicable)

### Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

Contra Costa County is an incredibly diverse county with continual changes and I want to do my part to make sure the county is continuing to move in a positive direction with voices from women and decisions ensuring education and culture are promoted.

### This application is used for all boards and commissions

Hannah

First Name

R

Middle Initial

Brown

Last Name

Email Address

Home Address

Suite or Apt

Pleasant Hill

City

CA

State

94523

Postal Code

Primary Phone

Employer

Job Title

Occupation

### Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?

Yes  No

Is a member of your family (or step-family) employed by Contra Costa Co.?

Yes  No

---

## Education History

Select the highest level of education you have received:

Other

MBA in progress

If "Other" was Selected Give Highest Grade or Educational Level Achieved

---

## College/ University A

CSU East Bay

Name of College Attended

Communications

Course of Study / Major

Units Completed

---

## Type of Units Completed

Quarter

---

## Degree Awarded?

Yes  No

BA

Degree Type

December 2013

Date Degree Awarded

---

## College/ University B

CSU East Bay

Name of College Attended

MBA with Marketing Concentration

Course of Study / Major

Units Completed

**Type of Units Completed**

None Selected

**Degree Awarded?**

Yes  No

MBA

Degree Type

Spring 2019

Date Degree Awarded

**College/ University C**

Name of College Attended

Course of Study / Major

Units Completed

**Type of Units Completed**

None Selected

**Degree Awarded?**

Yes  No

Degree Type

---

Date Degree Awarded

---

## Other schools / training completed:

---

Course Studied

---

Hours Completed

## Certificate Awarded?

Yes  No

---

## Work History

Please provide information on your last three positions, including your current one if you are working.

### 1st (Most Recent)

7/1/1018-Present

---

Dates (Month, Day, Year) From - To

30

---

Hours per Week Worked?

### Volunteer Work?

---

Yes  No

Marketing Specialist

---

Position Title

### Employer's Name and Address

---

Teen Challenge NorWestCal Nevada 390 Matthew St. Santa Clara, CA 95050

## Duties Performed

---

Created marketing/communication plan. Created a website revision plan with rollout timeline for improved SEO and digital presence. Worked with Google for non-profits to run advertising campaigns. Created web changes resulting in immediate increase of over 200%.

---

## 2nd

11/15/2017-6/29/2018

Dates (Month, Day, Year) From - To

70

Hours per Week Worked?

## Volunteer Work?

---

Yes  No

Marketing Manager

Position Title

## Employer's Name and Address

---

Six Flags Discovery Kingdom 1001 Fairgrounds Dr. Vallejo, CA 94589

## Duties Performed

---

Community relations improving presence and awareness of Six Flags Discovery Kingdom and Sox Flags Hurricane Harbor Concord. Assisted with rebrand of Sox Flags Hurricane Harbor Concord. Managed website communications and website transition during rebrand. Financial reporting, performance trend analysis, and forecasting.

---

## 3rd

Dates (Month, Day, Year) From - To

Hours per Week Worked?

## Volunteer Work?

---

Yes  No



---

Position Title

## Employer's Name and Address

---

## Duties Performed

---

---

Upload a Resume

---

## Final Questions

### How did you learn about this vacancy?

---

Contra Costa County Homepage

---

If "Other" was selected please explain

### . Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

---

Yes  No

### If Yes, please identify the nature of the relationship:

---

### Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

---

Yes  No

### If Yes, please identify the nature of the relationship:

---

Living in the county, I have an economic relationship with the county through property taxes. This does impact my relationship with the county to a certain extent.

**Please Agree with the Following Statement**

---

**I understand that this form is a public document and is subject to the California Public Records Act.**

---

I Agree

# Application Form

## Profile

### Which Boards would you like to apply for?

Commission for Women: Submitted

Seat Name (if applicable)

### Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

Beyond personal qualifications, the focus and mission of the Commision for Women is one that is truly near and dear to my heart. As a first-generation college and master's graduate of immigrant working-class family, raised by a single mother I first hand have experience the barriers and issues women face today in society. Professionally I have always focused my efforts on empowering California's working families which tend to majority be a household where women are the sole providers. Through my master's program, I understood the power government has not only in shaping local policy but the opportunities they hold when inclusion and representation are exercised. I believe that my unique background makes me an ideal candidate for the Women's Commission in Contra Costa.

### This application is used for all boards and commissions

Dayanna

First Name

Macias-Carlos

Last Name

Middle Initial

Email Address

Home Address

Suite or Apt

Concord

City

CA

State

94518

Postal Code

Primary Phone

The California Endowment

Employer

Program Associate

Job Title

Occupation

**Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?**

Yes  No

**Is a member of your family (or step-family) employed by Contra Costa Co.?**

Yes  No

---

## **Education History**

**Select the highest level of education you have received:**

Other

MPA

If "Other" was Selected Give Highest Grade or Educational Level Achieved

---

## **College/ University A**

University of California, Santa Cruz

Name of College Attended

Latin American Latino Studies

Course of Study / Major

Units Completed

---

## **Type of Units Completed**

Quarter

---

## **Degree Awarded?**

Yes  No

BA

Degree Type

2009

Date Degree Awarded

---

## College/ University B

University of San Francisco

Name of College Attended

Master of Public Administration

Course of Study / Major

Units Completed

## Type of Units Completed

Semester

## Degree Awarded?

Yes  No

MPA

Degree Type

2018

Date Degree Awarded

---

## College/ University C

Name of College Attended

Course of Study / Major

Units Completed

## Type of Units Completed

None Selected

## Degree Awarded?

Yes  No

---

Degree Type

---

Date Degree Awarded

---

## Other schools / training completed:

---

Course Studied

---

Hours Completed

## Certificate Awarded?

Yes  No

---

## Work History

Please provide information on your last three positions, including your current one if you are working.

### 1st (Most Recent)

1/3/2013 - present

---

Dates (Month, Day, Year) From - To

40

---

Hours per Week Worked?

### Volunteer Work?

Yes  No

Program Associate

---

Position Title

### Employer's Name and Address

---

The California Endowment 2000 Franklin St 4th floor Oakland CA

## Duties Performed

---

Provide programmatic and grant making support, strengthening capacity of grantees to engage in advocacy and communications. Develop, execute and manage portfolio for grants and budgets totaling over \$10 million annually. Assist with the development and execution of strategic policy and statewide communications for foundation's initiatives. • Direct the WE Connect program, which empowers and connects lower-income families to underutilized public resources like CalFresh, health care, and Earned Income Tax Credits. • Serve as Deputy Campaign Manager leading Spanish communications strategy for \$150 million "Asegurate/Get Covered" campaign to enroll Californians in health care through the Affordable Care Act. Manage communications and outreach and enrollment efforts alongside Obama administration, Covered California and other federal and statewide advocates. In California 1.3 million newly eligible individuals signed up for health care coverage. • Manage communications for "#Health4All" campaign, which aims to highlight contributions of over 1 million undocumented Californians who are excluded from health care access and "Health4All Kids" campaign to enroll over 170,000 undocumented California children into state-funded Medi-Cal.

---

## 2nd

---

Dates (Month, Day, Year) From - To

---

Hours per Week Worked?

## Volunteer Work?

---

Yes  No

---

Position Title

## Employer's Name and Address

---

## Duties Performed

---

## 3rd

---

Dates (Month, Day, Year) From - To

---

Hours per Week Worked?

## Volunteer Work?

---

Yes  No

---

Position Title

## Employer's Name and Address

---

## Duties Performed

---

[DMCarlos\\_Resume\\_2018.docx](#)

Upload a Resume

---

## Final Questions

### How did you learn about this vacancy?

---

District Supervisor

---

If "Other" was selected please explain

### . Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

---

Yes  No

If Yes, please identify the nature of the relationship:

---

### Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

---

Yes  No



**If Yes, please identify the nature of the relationship:**

---

**Please Agree with the Following Statement**

---

**I understand that this form is a public document and is subject to the California Public Records Act.**

---

I Agree

# Dayanna Macias-Carlos

Concord, CA 94518 • •

---

## The California Endowment | Program Associate | Oakland, CA | 2013 - Present

Provide programmatic and grant making support, strengthening capacity of grantees to engage in advocacy and communications. Develop, execute and manage portfolio for grants and budgets totaling over \$10 million annually. Assist with the development and execution of strategic policy and statewide communications for foundation's initiatives.

- Direct the WE Connect program, which empowers and connects lower-income families to underutilized public resources like CalFresh, health care, and Earned Income Tax Credits.
- Serve as Deputy Campaign Manager leading Spanish communications strategy for \$150 million "Asegurate/Get Covered" campaign to enroll Californians in health care through the Affordable Care Act. Manage communications and outreach and enrollment efforts alongside Obama administration, Covered California and other federal and statewide advocates. In California 1.3 million newly eligible individuals signed up for health care coverage.
- Manage communications for "#Health4All" campaign, which aims to highlight contributions of over 1 million undocumented Californians who are excluded from health care access and "Health4All Kids" campaign to enroll over 170,000 undocumented California children into state-funded Medi-Cal.

## Dewey Square Group | Community Affairs Manager | Sacramento, CA | 2010 - 2013

Develop and direct brand management for corporate, nonprofit and foundation clients. Manage portfolio inclusive of health, education, immigration, digital divide and financial literacy issues. Increase contracts and grant management totaling profits of over \$2.5 million annually. Lead and manage 10+ person in house project team. Client portfolio included services such as:

- Lead and manage statewide efforts for California Emerging Technology Fund 'Get Covered' campaign aimed to provide computer literacy education and adoption of broadband to unserved and underserved communities and populations.
- Managed The California Endowment's Spanish Communications for the 'Health Happens Aqui' campaign which challenge conventional assumptions about health and advance health justice and equity in underserved Latino communities.
- Operations management for former First Lady Maria Shriver's public service programs WE Connect, KIVA and Women's Conference. Strategies including partnerships and coalition building across a diverse set of partners like nonprofits, private sector, government, faith based congregations and community based organizations. Managed large scale public activation events like health care enrollment, tax preparation, voter registration and legal aid services. Management including logistics, volunteer recruitment (100+) and training for event programs.

## 32 South Inc. | International Marketing Coordinator | Santa Cruz, CA | 2008 - 2013

Develop marketing programs for international clients (Canadian, European and American companies) in Latin American countries including Mexico, Argentina, Chile and Brazil.

- Expanded Latin American client base by 40% in three years, consistently exceeding marketing impact goals and ensuring complete client satisfaction.
- Manage overseas product launch and press events for multiple mobile apps in Latin America. Manage outreach and initiatives targeted to youth in partnership with private and public universities and government and community organizations.

---

### Education

<i>University of California, Santa Cruz</i>	Bachelor of Arts Latin American Latino Studies & Politics	<b>Spring 2009</b>
<i>University of California, Davis</i>	Project Management Certification	<b>2016</b>
<i>University of San Francisco</i>	Candidate for Master's in Public Administration	<b>May 2018</b>

---

References Available Upon Request

# Application Form

## Profile

Which Boards would you like to apply for?

Commission for Women: Submitted

At large

Seat Name (if applicable)

Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

Women's issues in the county I reside

This application is used for all boards and commissions

Lanita

First Name

L

Middle Initial

Mims

Last Name

Email Address

Home Address

Suite or Apt

Oakley

City

CA

State

94561

Postal Code

Primary Phone

Tub-A-Roo Entertainment & Events

Employer

Event Planner / Owner

Job Title

Event Planner

Occupation

Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?

Yes  No

Is a member of your family (or step-family) employed by Contra Costa Co.?

Yes  No

## Education History

Select the highest level of education you have received:

High School Diploma

\_\_\_\_\_  
If "Other" was Selected Give Highest Grade or  
Educational Level Achieved

---

## College/ University A

College of Alameda

\_\_\_\_\_  
Name of College Attended

Business Management

\_\_\_\_\_  
Course of Study / Major

18

\_\_\_\_\_  
Units Completed

## Type of Units Completed

Semester

## Degree Awarded?

Yes  No

\_\_\_\_\_  
Degree Type

\_\_\_\_\_  
Date Degree Awarded

---

## College/ University B

Merritt College

\_\_\_\_\_  
Name of College Attended

Child Development

\_\_\_\_\_  
Course of Study / Major

10

\_\_\_\_\_  
Units Completed

## Type of Units Completed

Quarter

## Degree Awarded?

Yes  No

\_\_\_\_\_  
Degree Type

\_\_\_\_\_  
Date Degree Awarded

---

**College/ University C****SFSU Extention**

Name of College Attended

**Meeting & Event Planning**

Course of Study / Major

**25**

Units Completed

**Type of Units Completed** Semester**Degree Awarded?** Yes  No

Degree Type

Date Degree Awarded

---

**Other schools / training completed:**

Course Studied

Hours Completed

**Certificate Awarded?** Yes  No

---

**Work History**

Please provide information on your last three positions, including your current one if you are working.

**1st (Most Recent)****11/18/2015 - current**

Dates (Month, Day, Year) From - To

**20 hours a week**

Hours per Week Worked?

**Volunteer Work?**

Yes  No

**Training Coordinator**

Position Title

**Employer's Name and Address**

Family Builders By Adoption 1900 Embarcadero Oakland, Ca 94621

**Duties Performed**

Develop training curriculum, facilitate trainings, pre-service training

**2nd**

Dates (Month, Day, Year) From - To

Hours per Week Worked?

**Volunteer Work?**

Yes  No

Position Title

**Employer's Name and Address**

**Duties Performed**

**3rd**

Dates (Month, Day, Year) From - To

Hours per Week Worked?

**Volunteer Work?**

Yes  No

Position Title

**Employer's Name and Address**

---

**Duties Performed**

---

[Upload a Resume](#)

---

**Final Questions**

**How did you learn about this vacancy?**

---

Other

I have served on the Women's  
Commission for the last 3 years.

If "Other" was selected please explain

**. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?**

---

Yes  No

**If Yes, please identify the nature of the relationship:**

---

**Do you have any financial relationships with the County such as grants, contracts, or other economic relations?**

---

Yes  No

**If Yes, please identify the nature of the relationship:**

---

**Please Agree with the Following Statement**

---

**I understand that this form is a public document and is subject to the California Public Records Act.**

---

I Agree



Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: November 6, 2018

Subject: Appointments to the Arts and Culture Commission

---

**RECOMMENDATION(S):**

APPOINT Joan M. D'Onofrio to the At Large 3 seat and Lanita L. Mims to the At Large 4 seat on the Arts and Culture Commission of Contra Costa County (AC5), as recommended by the Family and Human Services Committee.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The Arts and Culture Commission advises the Board of Supervisors in matters and issues relevant to Arts and Culture, to advance the arts in a way that promotes communication, education, appreciation and collaboration throughout Contra Costa County; to preserve, celebrate, and share the arts and culture of the many diverse ethnic groups who live in Contra Costa County; to create partnerships with business and government; to increase communications and understanding between all citizens through art. Most importantly, the Commission will promote arts and culture as a vital element in the quality of life for all of the citizens of Contra Costa County. AC5 is composed of one representative from each of the five supervisorial districts, four at-large representatives, and one alternate, for a total of ten seats. Appointments are for a four-year period with terms expiring on June 30 of alternating odd numbered years.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Julia Taylor,  
925.335.1043

cc:



BACKGROUND: (CONT'D)

There are currently three vacant seats on AC5: two At-Large, and one Alternate. At their October meeting, AC5 voted to nominate Joan M. D'Onofrio to At-Large seat 3 and Lanita L. Mims to At-Large seat 4, with terms expiring June 30, 2021. Including these two new appointments, at least one AC5 commissioner would reside in each of the County's five districts. At the October 22, 2018 Family and Human Services Committee, these appointment recommendations were approved.

CONSEQUENCE OF NEGATIVE ACTION:

The seats will remain vacant, AC5 will not be able to benefit from the contributions of the two new members, and it will be harder to meet quorum to conduct business.

ATTACHMENTS

J. D'Onofrio Application

M. Lanita Application

# Application Form

---

## Profile

### Which Boards would you like to apply for?

---

Arts & Culture Commission: Submitted

### At Large

Seat Name (if applicable)

### Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

---

Art is all around us. It is virtually in every facet of society. Everything we see, touch, and feel was designed or conceived of by someone with an interest in and talent for art. Whether visually or digitally created, it starts with the ideas of the individual and is especially important for our children because that is where it all begins. I would like to be a part of promoting, developing, and encouraging our educators, students, and our citizens to understand the importance of art in their lives and know that someone created it and the Arts and Culture Commission of Contra Costa County supports it.

### This application is used for all boards and commissions

Joan

First Name

M

Middle Initial

D'Onofrio

Last Name

[Redacted]

Email Address

[Redacted]

Home Address

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

[Redacted]

Primary Phone

Michelangelo D'Onofrio Arts Foundation

Employer

President & Founder

Job Title

Occupation

**Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?**

Yes  No

**Is a member of your family (or step-family) employed by Contra Costa Co.?**

Yes  No

---

## **Education History**

**Select the highest level of education you have received:**

Other

**Bachelor of Fine Arts**

If "Other" was Selected Give Highest Grade or Educational Level Achieved

---

## **College/ University A**

**Pratt Institute**

Name of College Attended

**Art and Design**

Course of Study / Major

Units Completed

---

## **Type of Units Completed**

None Selected

---

## **Degree Awarded?**

Yes  No

**Bachelor of Fine Arts**

Degree Type

**1960**

Date Degree Awarded

---

## College/ University B

New York University

Name of College Attended

Publishing

Course of Study / Major

Units Completed

## Type of Units Completed

Semester

## Degree Awarded?

Yes  No

Associate Degree in Publishing

Degree Type

1989

Date Degree Awarded

---

## College/ University C

Name of College Attended

Course of Study / Major

Units Completed

## Type of Units Completed

None Selected

## Degree Awarded?

Yes  No

---

Degree Type

---

Date Degree Awarded

---

## Other schools / training completed:

---

Course Studied

---

Hours Completed

## Certificate Awarded?

Yes  No

---

## Work History

Please provide information on your last three positions, including your current one if you are working.

### 1st (Most Recent)

2002 to present

---

Dates (Month, Day, Year) From - To

35

---

Hours per Week Worked?

### Volunteer Work?

Yes  No

Marketing & Customer Service

---

Position Title

### Employer's Name and Address

---

H&R Block Inc 3390 Mt Diablo Blvd Lafayette CA 94549

## Duties Performed

---

Service clients in accordance with company guidelines, ensure seamless client satisfaction, coordinate tax preparers skill-levels with clients needs, assist marketing manager with program preparations and train new hires.

---

## 2nd

1992-2002

---

Dates (Month, Day, Year) From - To

salaried

---

Hours per Week Worked?

## Volunteer Work?

---

Yes  No

Art Director/Production Manager

---

Position Title

## Employer's Name and Address

---

EMC Publishing St Paul, MN

## Duties Performed

---

Implemented and executed the creative process of all printed materials and ancillary products; managed in-house staff; supervised free-lance designers; contracted with off-site design services that specialized in educational books and electronic packaging products; coordinated and produced design advertising with sales and marketing departments.

---

## 3rd

1973-1989

---

Dates (Month, Day, Year) From - To

salaried

---

Hours per Week Worked?

## Volunteer Work?

---

Yes  No

Production Manager/Editorial  
Director/Art Director

Position Title

## Employer's Name and Address

Oceana Publication Inc. Division of Oxford University Press 75 Main St Dobbs Ferry NY

## Duties Performed

Responsible for all aspects of legal text publishing; managed the editorial, art, production, and marketing departments; developed budgets; founded and implemented student internship programs; produced NY University's Annual Law Review publications; and organized conventions and seminars in London, Rome, and Beijing.

[RESUME\\_OF.docx](#)

Upload a Resume

---

## Final Questions

### How did you learn about this vacancy?

Other

Silvia Ledezma, Commissioner

If "Other" was selected please explain

### . Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

Yes  No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

Yes  No

If Yes, please identify the nature of the relationship:

## JOAN D'ONOFRIO

### EXPERIENCE & HISTORY

2012 – to present

**Founder & President**

**MICHELANGELO D'ONOFRIO ARTS FOUNDATION** Concord, CA

*Established a 501 c3 nonprofit charitable foundation devoted exclusively to presenting awards to students in local public schools who demonstrate outstanding talent in the visual and digital arts, present scholarships to seniors who have applied to and been accepted by a college/university to earn a bachelor's degree and pursue careers in the visual arts*

2009 – to present

**Office Marketing Ambassador / Customer Service Professional / 2009 – to present**

**H&R BLOCK, INC.** Walnut Creek, Lafayette, Clayton, Pleasant Hill, CA

*Service clients in accordance with company guidelines and policies, ensure seamless client satisfaction, coordinate tax preparers' skill-levels with client needs, assist marketing manager with program preparations, implement local marketing programs, and train new hires*

2016 – 2018

**Juror**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

*Served as a Civil Grand Juror for Contra Costa County 2016 - 2018 term*

2002 – 2008

**Franchise Owner**

**CURVES FOR WOMEN** Piedmont, Walnut Creek, Alamo, Danville, CA

*Owned four Curves fitness clubs; trained and managed over 35 staff hires; managed day-to-day operations; conducted classes on fitness, nutrition, and diet; worked one-on-one with members that ranged in age from 18 to 87; published a book of club member anecdotes; grew membership from 200 to 6,000; created all marketing and advertising promotions; and served on the East Bay Curves' Co-op Board*

1992 – 2002

**Art Director / Production Manager / Marketing Design Coordinator 1991 - 2002**

**EMC PUBLISHING, INC.** St Paul, MN

*Implemented and executed the creative process of all printed materials and ancillary products; managed in-house staff; supervised free-lance designers; contracted with off-site design services that specialized in educational books and electronic packaging products; coordinated and produced design products with sales and marketing departments*

1989 – 1992

**Production Manager / Art Director / Purchasing Agent**

**PARADIGM PUBLISHING, INC.** Minneapolis, MN

*Responsible for all aspects of purchasing, production, personnel supervision and graphic design of printed materials including business training and basic skills publications*

1973 – 1989

**Vice President / Production Manager / Editorial Director / Purchasing Agent / Art Director / International Project Coordinator / Technical Writer**

**OCEANA PUBLICATIONS, INC. (Oxford University Press)** New York, NY

*Responsible for all aspects of legal text publishing; managed the editorial, art, production, and marketing departments; developed departmental budgets; founded and implemented student internship programs; headed team-driven employee incentive programs; produced New York University's Annual Law Review publication; organized conventions and seminars in London, Rome, and Beijing*

### EDUCATION

**THE PRATT INSTITUTE** BFA, Brooklyn, NY

**NEW YORK UNIVERSITY** Publication Certification, New York, NY



**COMMUNITY &  
CORPORATE  
SERVICES**

**COMMUNITY AND CORPORATE VOLUNTEER PARTICIPATION [Partial list]**

ROTARY CLUB OF CLAYTON VALLEY Board Member & Newsletter Editor,: Clayton, CA  
CWC [California Writers Club] Published Author and Member: Pleasant Hill, CA  
ALAMO MERCHANTS ASSOCIATION Member of the Board and Newsletter Editor: Alamo, CA  
JOHN MUIR HOSPITAL Volunteer: Walnut Creek, CA  
BRIGHTON SHORES CONDO Board Member, Secretary and Newsletter Publisher, MN  
BROADWAY VILLAGE Board Member and Treasurer, Yonkers, NY  
AIA [American Institute of Architects] Speakers Bureau Chairman: New York, NY  
NY UNIVERSITY SCHOOL OF LAW Annual Law Review Consultant: New York, NY  
AMERICAN WOODWIND ORCHESTRA Student Housing Chairman: New York, NY  
INTERNSHIP PROGRAM DEVELOPER Business & Neighborhood Community Colleges  
Coordinator: New York, NY

**REFERENCES**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

# Application Form

## Profile

### Which Boards would you like to apply for?

Arts & Culture Commission: Submitted

District 3

Seat Name (if applicable)

### Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

I am interested because I would like to get involved with the education of the musical arts as well as be able to support the African American community

### This application is used for all boards and commissions

Lanita

First Name

L.

Middle Initial

Mims

Last Name

[Redacted]

Email Address

[Redacted]

Home Address

Suite or Apt

[Redacted]

City

[Redacted]

State

[Redacted]

Postal Code

[Redacted]

Primary Phone

Owner

Employer

Tub-A-Roo Entertainment & Events

Job Title

Event Planner

Occupation

### Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?

Yes  No

Is a member of your family (or step-family) employed by Contra Costa Co.?

Yes  No

---

## Education History

Select the highest level of education you have received:

Other

2 years of college

If "Other" was Selected Give Highest Grade or Educational Level Achieved

---

## College/ University A

College of Alameda

Name of College Attended

Business

Course of Study / Major

18

Units Completed

---

## Type of Units Completed

Semester

---

## Degree Awarded?

Yes  No

Degree Type

Date Degree Awarded

---

## College/ University B

---

Name of College Attended

---

Course of Study / Major

---

Units Completed

### Type of Units Completed

---

None Selected

### Degree Awarded?

---

Yes  No

---

Degree Type

---

Date Degree Awarded

---

## College/ University C

---

Name of College Attended

---

Course of Study / Major

---

Units Completed

### Type of Units Completed

---

None Selected

### Degree Awarded?

---

Yes  No

---

Degree Type

---

Date Degree Awarded

---

### Other schools / training completed:

Meeting and Event Planning

---

Course Studied

56

---

Hours Completed

### Certificate Awarded?

---

Yes  No

---

---

## Work History

Please provide information on your last three positions, including your current one if you are working.

### 1st (Most Recent)

11/28/2015 - Current

---

Dates (Month, Day, Year) From - To

25 hours a week

---

Hours per Week Worked?

### Volunteer Work?

---

Yes  No

Training Coordinator

---

Position Title

### Employer's Name and Address

---

Family Builders by Adoption [REDACTED]

### Duties Performed

---

Training, curriculum development

---

**2nd**

01/18/1986 - Current

Dates (Month, Day, Year) From - To

40

Hours per Week Worked?

**Volunteer Work?**

Yes  No

Owner

Position Title

**Employer's Name and Address**

Tub-A-Roo Entertainment & Events

**Duties Performed**

Meeting & Event Planning, fundraising, board development, trainings, conferences and workshops and non-profit development

---

**3rd**

Dates (Month, Day, Year) From - To

Hours per Week Worked?

**Volunteer Work?**

Yes  No

Position Title

**Employer's Name and Address**

## Duties Performed

---

[lanita\\_s\\_res\\_2\\_updated\\_3\\_2018\\_pages](#)

Upload a Resume

---

## Final Questions

How did you learn about this vacancy?

---

Contra Costa County Homepage

\_\_\_\_\_  
If "Other" was selected please explain

**. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?**

---

Yes  No

**If Yes, please identify the nature of the relationship:**

---

**Do you have any financial relationships with the County such as grants, contracts, or other economic relations?**

---

Yes  No

**If Yes, please identify the nature of the relationship:**

---



# Lanita L. Mims

---

## Accomplishments

25 years - small business ownership doing special events, developing leaders, leadership training, coaching, designing curriculum & professional development programs

18 years - lead planner of a special events company specializing in theme and special occasion

15 years - board participation, Oakland Parents Together

18 years- Program management, Site Coordination & Site Management

12 years – Volunteer at Wardrobe for Opportunity

8 years - Program / Site management for youth and young adult programs

10 years – Board President, Oakland Parents Together - Past President 2017

7 years – CA Wraparound Advisory Council – State of California

5 years – Committee member of the Parent Partner Advisor Council UC Davis

## Professional Experience

### **Training Coordinator- Family Builders By Adoption**

November 2016 - Current. (Part-Time - 20 hours a week)

Duties: develop a training curriculum, find venues to host training, point person for facilities and caterers, make sure audio and visuals equipment is present and working, plan and schedule RFA and other specialized participant training, arrange first aid / CPR Training for participants

### **Tub-A-Roo Entertainment –Owner / Lead Event Planner**

January 2003–Current

Tub-A-Roo Entertainment provides upscale service for special events, consulting, planning, training and implementation to and with many companies and non-profit organizations.

Day of event services such as; running events, monitoring events, set-up and break down of events.

Manage day-to-day operations of the program to ensure compliance

Assure safety and supervision of the students

HR procedures and practices for site

Coach, supervise, trained and provide professional development for site staff

### **Fund developer / Program Manager - Independent Study for Black Family Life & Culture**

August 2015 - November 2016 (Contract)

Duties: Developing staff, managing three of the organizations programs, hosting programs on site, Board Of Director Training & development, leading, planning and organizing fundraising and activities, designing organization fundraising plans, Assistant to the Board of Directors

### **UC Davis – Instructor**

September 2012 - Current

Hosting / Facilitate county wide & state wide trainings for the State of CA.

Curriculum development, advertising and supporting the training department with the training demands





Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: November 6, 2018

Subject: Appointment to the Family and Children's Trust Committee

---

**RECOMMENDATION(S):**

APPOINT Olga Jones to the At Large 5 seat on the Family and Children's Trust Committee to a new term that will expire on September 30, 2020, as recommended by the Family and Human Services Committee.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

FACT was established in 1982 by the Contra Costa County Board of Supervisors to make funding recommendations on the allocation of a variety of funds for prevention and intervention services to reduce child abuse and neglect, provide supportive services to families and children, and promote a more coordinated, seamless system of services for families. Funding for FACT supported projects derived from Federal and State program legislation, and donations to the County's Family and Children's Trust Fund.

Every two years, the members of the FACT establish a series of County priorities for the use of these funds through review of existing data and reports and by holding Public Hearings in various areas of the county. The Committee then develops a competitive bidding process to select non-profit, community-based agencies that can best provide the services determined to be most important. Program recommendations

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Julia Taylor,  
925.335.1043

cc:

BACKGROUND: (CONT'D)

are made to the Board of Supervisors which makes the final funding decisions. The Committee continues to evaluate these funded programs to ensure continued provision of quality service and achievement of stated goals.

FACT has up to fifteen members who are appointed by the Board and include citizens with expertise in children's issues, education, law, non-profit agency management, public health, and program research/evaluation. In addition, the Director of the Child Abuse Prevention Council sits as ex-officio member of the Committee and participates in all matters except actually voting on funding recommendations. Terms for all Commission seats are two years. FACT Committee membership consists of the following: five At-Large seats; one representative from each of the five Supervisorial Districts; five discipline/sector specific seats.

There are currently 12 seats filled and there are three vacancies on FACT. The Committee has vacancies in the Seat 3-Local Planning Council, At-Large Seat 5, and District III seat. Seat 3, Local Planning Council was declared vacant due to committee member resignation on October 18, 2016. The FACT Committee is actively recruiting to fill Seat 3. Current FACT Committee seat members live or work in the following areas of the county: East (1): Discipline Specific; Central/South (10): Two discipline specific, Five At-Large, Districts II, IV and V; West (1): District I.

At the October 22, 2018 Family and Human Services Committee meeting, the appointment of Olga Jones to the At Large 5 seat was approved. This appointment term would expire September 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant.

ATTACHMENTS

O. Jones Application

FACT Appointment Memo



Contra Costa County

For Office Use Only  
Date Received:

For Reviewers Use Only:  
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:  
Contra Costa County  
CLERK OF THE BOARD  
651 Pine Street, Rm. 106  
Martinez, California 94553-1292  
PLEASE TYPE OR PRINT IN INK  
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Family and Children's Trust (FACT)

At-large

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. Name: Jones, Olga Rose  
(Last Name) (First Name) (Middle Name)

2. Address: [Redacted]  
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. Phones: [Redacted]  
(Home No.) (Work No.) (Cell No.)

4. Email Address: [Redacted]

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma  G.E.D. Certificate  California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved 13+

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Oakland Junior College	General Ed	Yes No <input checked="" type="checkbox"/>	1961			
B) University of California Extension	Various classes	Yes No <input checked="" type="checkbox"/>	1965-66			
C) JFK - Orinda	Various classes	Yes No <input checked="" type="checkbox"/>	1970			
D) Other schools / training completed: Pacific Graduate Institute, Santa Barbara	Course Studied Psychology	Hours Completed various seminars	Certificate Awarded: Yes No <input checked="" type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">9/12</div> <div style="border: 1px solid black; padding: 2px;">9/18</div> </div> <p>Total: <u>Yrs.</u>    <u>Mos.</u>  <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">6</div> <div style="border: 1px solid black; padding: 2px;"></div> </div> <p>Hrs. per week <input type="text"/> . Volunteer <input type="checkbox"/></p> </p></p>	<p style="text-align: center;">Title</p> <div style="border: 1px solid black; padding: 2px;">District III Seat</div> <p style="text-align: center;">Employer's Name and Address</p> <div style="border: 1px solid black; padding: 2px;">Family &amp; Children's Trust (FACT)</div>	<p style="text-align: center;">Duties Performed</p> <div style="border: 1px solid black; padding: 2px;">Committee member</div>
<p>B) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">1/12</div> <div style="border: 1px solid black; padding: 2px;">9/13</div> </div> <p>Total: <u>Yrs.</u>    <u>Mos.</u>  <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">1</div> <div style="border: 1px solid black; padding: 2px;">6</div> </div> <p>Hrs. per week <input type="text"/> . Volunteer <input type="checkbox"/></p> </p></p>	<p style="text-align: center;">Title</p> <div style="border: 1px solid black; padding: 2px;">Volunteer</div> <p style="text-align: center;">Employer's Name and Address</p> <div style="border: 1px solid black; padding: 2px;">Bay Area Crisis Nursery</div>	<p style="text-align: center;">Duties Performed</p> <div style="border: 1px solid black; padding: 2px;">working with children birth to 5 years</div>
<p>C) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">2005</div> <div style="border: 1px solid black; padding: 2px;">2007</div> </div> <p>Total: <u>Yrs.</u>    <u>Mos.</u>  <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">2</div> <div style="border: 1px solid black; padding: 2px;"></div> </div> <p>Hrs. per week <input type="text"/> . Volunteer <input type="checkbox"/></p> </p></p>	<p style="text-align: center;">Title</p> <div style="border: 1px solid black; padding: 2px;">Member, Foreperson Grand Jury</div> <p style="text-align: center;">Employer's Name and Address</p> <div style="border: 1px solid black; padding: 2px;">Contra Costa County</div>	<p style="text-align: center;">Duties Performed</p> <div style="border: 1px solid black; padding: 2px;">1st year member of 2005-2006 Grand Jury 2nd year Foreperson of Grand Jury 2006-2007</div>
<p>D) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">1998-2001</div> <div style="border: 1px solid black; padding: 2px;">2007-2009</div> </div> <p>Total: <u>Yrs.</u>    <u>Mos.</u>  <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;">7</div> <div style="border: 1px solid black; padding: 2px;"></div> </div> <p>Hrs. per week <input type="text"/> . Volunteer <input type="checkbox"/></p> </p></p>	<p style="text-align: center;">Title</p> <div style="border: 1px solid black; padding: 2px;">Board of Directors</div> <p style="text-align: center;">Employer's Name and Address</p> <div style="border: 1px solid black; padding: 2px;">Bethel Island Municipal Improvement District</div>	<p style="text-align: center;">Duties Performed</p> <div style="border: 1px solid black; padding: 2px;">Served twice as a Board Member</div>

1992 - 2000  
8 years

Volunteer  
Court Appointed Special Advocate

worked with troubled youth  
4 cases

7. How did you learn about this vacancy?

CCC Homepage  Walk-In  Newspaper Advertisement  District Supervisor  Other

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No  Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No  Yes

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: Chia R Jones Date: 8/29/18

### Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for  
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution  
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;  
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.

II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:

1. Mother, father, son, and daughter;
2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
4. First cousin;
5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
7. Registered domestic partner, pursuant to California Family Code section 297.
8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.



EMPLOYMENT & HUMAN SERVICES

MEMORANDUM

Kathy Gallagher, Director

40 Douglas Drive, Martinez, CA 94553 • (925) 608-5000 • Fax (925) 313-9748 • www.ehsd.org

To: Family and Human Services Committee
Supervisor Candace Andersen, District II, Chair
Supervisor John Gioia, District I, Vice-Chair
Date: October 22, 2018
CC:
From: Kathy Gallagher, EHSD Director
Juliana Mondragon, FACT Staff
Subject: Family and Children's Trust (FACT) Committee Seat Membership Recommendation

The Employment and Human Services Department Director, Kathy Gallagher, respectfully requests that the Family and Human Services Committee accepts this recommendation to appoint the following applicant to the At-Large seat 5 on the Family and Children's Trust (FACT) Committee.

Table with 3 columns: Name, Seat, Area. Row 1: Olga Jones, At-Large Seat 5, Central County

At-Large Seat 5 is vacant due to the term of the incumbent expiring. The incumbent chose not to renew. Ms. Jones previously served in the District III seat, however she moved out of District III in the summer of 2018.

PURPOSE OF COMMITTEE

The purpose of this Committee is to establish priorities and make funding recommendations to the Board of Supervisors on the allocation of specific funds for the prevention/amelioration of child abuse and neglect, and the promotion of positive family functioning. These funds include: Child Abuse Prevention, Intervention, and Treatment funds (CAPIT) funds, (AB 1733), Birth Certificate revenue to the County Children's Trust (AB2994), the Ann Adler Children's Trust funds, Community-Based Child Abuse Prevention funds (CBCAP) and other funds as may be subsequently directed by the Board of Supervisors.

The FACT Committee also provides information and data to the Employment and Human Services Department on the effectiveness of current and proposed programs for families and children and on recent or pending legislation that would potentially impact family and children's services programs, clients, or funding mechanisms.

SUMMARY OF RECRUITMENT EFFORTS/NOMINEES FOR MEMBERSHIP

The FACT Committee continues to make every effort to fill its vacant seats. These efforts include contacting each district Supervisor's office and releasing a public notice, inviting interested parties to consider membership and soliciting the support of current members to outreach to potential candidates for consideration for membership.

FACT Committee membership consists of the following:

- Five At-Large seats
- One representative from each of the five Supervisorial Districts
- Five discipline/sector specific seats

There are currently 12 seats filled and there are three vacancies on FACT. The Committee has vacancies in the discipline-specific Seat 3-Local Planning Council, the District III seat, and At-Large #5. Seat 3, Local Planning Council was declared vacant due to committee member resignation on October 18, 2016. The FACT Committee is actively recruiting to fill Seat 3.

Current FACT Committee seat members live or work in the following areas of the county:

- East (1): One discipline specific
- Central/South (10): Two discipline specific, Five At-Large, Districts II, IV and V
- West (1): District I

Candidates for appointment to the FACT Committee will serve a two-year term. At-Large Seat 5 is set to expire on September 30, 2020.

Ms. Jones has expressed a sincere interest in continuing to serve on the Committee and is dedicated to fulfilling the mission and goals as outlined in the Committees' policies and procedures.

Based on the above information, the Director of EHSD, on behalf of the FACT Committee, respectfully recommends that the FHS Committee appoint Ms. Jones to continued membership on the FACT Committee.

Enc. Board, Committees, and Commission Application for *Olga Jones*





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Medical Staff Appointments and Reappointments – October, 2018

---

**RECOMMENDATION(S):**

APPROVE the medical staff appointments, affiliations and advancements as recommend by the Medical Staff Executive Committee, at their October 15, 2018 meeting, and by the Health Services Director.

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

The Joint Commission 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.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Jaspreet Benepal,  
925-370-5101

cc: Marcy Wilhelm, James Ham

ATTACHMENTS

Attachment

**A. New Medical Staff Members**

Berrett, Brian, MD	Psychiatry/Psychology
Boittin, Nathalie, MD	Obstetrics/Gynecology
Halabi, Cathra, MD	Internal Medicine-tele Neurology
Hawkins, John, DO	Psychiatry/Psychology
Hoffman, Joan, MD	DFAM
Maurer, Toby, MD	Internal Medicine
O'Donnell, Nana, PhD	Psychiatry/Psychology
Psoinos, Daniel, DO	Psychiatry/Psychology
Santos, Riza, DMD	Dentistry
Unemori, Patrick, MD	Internal Medicine-Dermatology
West, Samuel, DDS	Dental

**B. Application for Staff Affiliation**

Koch, Natalie, NP	DFAM
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**C. Advance to Non-Provisional**

Barron, Danica, MD	Emergency Medicine
Chong, Kenneth, MD	Diagnostic Imaging (vRad)
Hecht, Adam, MD	Diagnostic Imaging (vRad)
Jones, Kendall, MD	Diagnostic Imaging (vRad)
Kaplan, Richard, MD	Diagnostic Imaging (vRad)
Kinsey, Genevieve, MD	Pediatrics (Neonatology)
Kompala, Sushila, MD	Diagnostic Imaging (vRad)
Schimek, Trisha, MD	DFAM
Tsui, Cynthia, MD	Internal Medicine (Nephrology)
Willingham, John, DDS	Dental

<b>D.</b>	<b><u>Biennial Reappointments</u></b>		
	Buck, Adam, MD	Hospital Medicine	A
	Castillo, Peter, MD	OB/GYN	C
	Chan, Lilian, MD	DFAM	A
	Farey, Krista, MD	DFAM	A
	Forkin, Daniel, MD	Psychiatry/Psychology	C
	Gonzalez, Erik, MD	DFAM	P
	Graham, Oliver, MD	Hospital Medicine	A
	Guterman, Elan, MD	Internal Medicine-Neurology	P
	Gynn, Michael, MD	Surgery-General	A
	Jones, John, MD	Psychiatry/Psychology	C
	Kelly, Olga, MD	Pediatrics	A
	Knoll, Michael, DDS	Dental	A
	Lewis, Flynne, MD	Pediatrics	A
	Nguyen, Nananh, MD	Diagnostic Imaging	C
	Perez, Greta, MD	DFAM	A
	Pulvers, Evan, MD	DFAM	P
	Samplin, Erin, MD	Psychiatry/Psychology	P
	Stone, David, MD	Internal Medicine-Rheumatology	A
	Torres, Marcella, MD	DFAM	P
	Tremain, Steve, MD	DFAM	Admin
	Wirengard, Yana, MD	Surgery-General	A
	Ziegler, Sean, MD	Psychiatry/Psychology	P
<b>E.</b>	<b><u>Biennial Renew of Privileges</u></b>		
	Ayala, Miguel, NP	DFAM	AFF
	Cheun, Ae Sil, NP	DFAM	AFF
	Furtado, Marcia, NP	DFAM	AFF
<b>F.</b>	<b><u>Voluntary Resignations</u></b>		
	Bland, Gerard, MD	Emergency Medicine	
	Bolton, Michael, MD	Psychiatry/Psychology	
	Johns, Jeffery, MD	Psychiatry/Psychology	
	Kumar, Pradeep, MD	Psychiatry/Psychology	
	Zamani, Christopher, MD	DFAM	
<b>G.</b>	<b><u>Voluntary Application Withdrawal</u></b>		
	Bolton, Michael, MD	Psychiatry/Psychology	



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: November 6, 2018

Subject: APPOINT Karen Garcia to the Unincorporated Seat 4 on the North Richmond Municipal Advisory Council

---

**RECOMMENDATION(S):**

APPOINT Karen Garcia to the Unincorporated Resident Seat 4 on the North Richmond Municipal Advisory Council with a term expiring December 31, 2018, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Council shall advise the Board on: 1. Services which are or may be provided to the North Richmond Community by the County or other local governmental agencies. Such services include, but are not limited to, public health, safety, welfare, public works and planning. 2. The feasibility of organizing the existing special districts serving the North Richmond Community in order to more efficiently provide public services such as, but not limited to, water, sewer, fire, parks and recreation, and infrastructure improvements. The Council may: 1. Represent the North Richmond Community before the Local Agency Formation Commission on proposed boundary changes affecting

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Robert Rogers  
5102318688

cc:

BACKGROUND: (CONT'D)

the community. 2. Represent the North Richmond community before the County Planning Commission(s) and the Zoning Administrator on land use and other planning matters affecting the community. In this regard, the Council shall cooperate with other planning advisory bodies in the North Richmond County area in order to avoid duplication and delay in the planning process. 3. Provide input and reports to the Board, County staff or any County hearing body on issues of concern to the North Richmond Community. It is understood that the Board is the final decision making authority with respect to issues concerning the North Richmond Community and that the council shall serve solely in an advisory capacity. Except as specified above, the council may not represent the North Richmond Community to any State, County, city special district or school district, agency or commission, or any other organization on any matter concerning the community. Ms. Garcia wishes to serve as a volunteer partner and leader in North Richmond and occupy this seat. Supervisor Gioia recruits for his advisory body openings in a number of ways including through his website, email blasts, newsletters, social media and traditional media, and interviews eligible candidates.

ATTACHMENTS

Karen Garcia NRMAC application



Contra  
Costa  
County

For Office Use Only  
Date Received:

For Reviewers Use Only:  
Accepted Rejected

**BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION**

**MAIL OR DELIVER TO:**

Contra Costa County  
CLERK OF THE BOARD  
651 Pine Street, Rm. 106  
Martinez, California 94553-1292

**PLEASE TYPE OR PRINT IN INK**  
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

NRMAC

MEMBER

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Garcia Karen E.  
(Last Name) (First Name) (Middle Name)

2. **Address:** 1636 1st Street Richmond CA 94801  
(No.) (Street) (City) (State) (Zip Code)

3. **Phones:** 510-507-0408  
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** jumpergirl1991@gmail.com

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma  G.E.D. Certificate  California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved \_\_\_\_\_

Names of colleges / universities attended	Course of Study / Major
A) Diablo Valley College	
B) Contra Costa College	Culinary Arts
C)	
D) Other schools / training completed: Acalanes Adult School	Course Studied

Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
	Semester	Quarter		
Yes No <input type="checkbox"/> <input type="checkbox"/>				
Yes No <input type="checkbox"/> <input type="checkbox"/>				
Yes No <input type="checkbox"/> <input type="checkbox"/>				
Hours Completed			Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>	

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>                      Jan. 2018 to Now                      Total: <u>Yrs.</u>   <u>Mos.</u>                      Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title                      Community Leader                      Employer's Name and Address                      Love Your Block                      Love North Richmond</p>	<p>Duties Performed                      Community Volunteer Projects                      Community Engagement                      Door-to-Door Surveys and Interviews</p>
<p>B) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>                      Aug 2017 to June 2018                      Total: <u>Yrs.</u>   <u>Mos.</u>                      Hrs. per week _____ . Volunteer <input checked="" type="checkbox"/></p>	<p>Title                      PTA , SSC                      Employer's Name and Address                      Verde Elementary</p>	<p>Duties Performed                      Actively involved in school activities and decisions at the administrative level.</p>
<p>C) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>                      Total: <u>Yrs.</u>   <u>Mos.</u>                      Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title                      Employer's Name and Address</p>	<p>Duties Performed</p>
<p>D) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>                      Total: <u>Yrs.</u>   <u>Mos.</u>                      Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title                      Employer's Name and Address</p>	<p>Duties Performed</p>



7. How did you learn about this vacancy?

CCC Homepage  Walk-In  Newspaper Advertisement  District Supervisor  Other Love Your Block

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No  Yes

If Yes, please identify the nature of the relationship: \_\_\_\_\_

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County

Sign Name: *Janeen E. Moran* Date: *July 17, 2018*

### Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
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7. Meeting dates and times are subject to change and may occur up to 10 days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: November 6, 2018

Subject: Appoint Cloudell Douglas to the District 1 Public Sector seat of the Economic Opportunity Council

---

**RECOMMENDATION(S):**

Supervisor Gioia wishes to appoint Cloudell Douglas to the District 1 Public Sector seat of the Economic Opportunity Council to a term expiring on 6/30/2022, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Economic Opportunity Council makes recommendations to the Board of Supervisors on all program proposals and budgets related to Community Services Block Grant and the Weatherization program, and performs other functions as specified in the Economic Opportunity Act of 1964.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: James Lyons,  
510-231-8692

cc:

ATTACHMENTS

Cloudell\_Douglas\_Application

# Application Form

## Profile

### Which Boards would you like to apply for?

Economic Opportunity Council: Submitted

Private/Non-Profit Sector

Seat Name (if applicable)

### Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

I live and work in Contra Costa area also the Nonprofit which I am the chair of represents Northern California. Our Nonprofits goals are Organizing workers, Social justice, Student scholarship & Leadership, Environmental Justice, Health & Safety Training and Research and Education.

### This application is used for all boards and commissions

Cloudell

First Name

Douglas

Last Name

Middle Initial

cloudell@sbcglobal.net

Email Address

103 San Ramon Ct.

Home Address

Suite or Apt

San Pablo

City

CA

State

94806

Postal Code

Mobile: (415) 716-6133

Primary Phone

PG&E

Employer

Lineman

Job Title

High Voltage Electrical Worker

Occupation

### Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?

Yes  No

Is a member of your family (or step-family) employed by Contra Costa Co.?

Yes  No

---

## Education History

Select the highest level of education you have received:

High School Diploma

N/A

If "Other" was Selected Give Highest Grade or Educational Level Achieved

---

## College/ University A

CCSF

Name of College Attended

African Lit

Course of Study / Major

N/A

Units Completed

---

## Type of Units Completed

Quarter

---

## Degree Awarded?

Yes  No

N/A

Degree Type

N/A

Date Degree Awarded

---

## College/ University B

N/A

Name of College Attended

N/A

Course of Study / Major

N/A

Units Completed

### Type of Units Completed

---

None Selected

### Degree Awarded?

---

Yes  No

N/A

Degree Type

N/A

Date Degree Awarded

---

### College/ University C

N/A

Name of College Attended

N/A

Course of Study / Major

N/A

Units Completed

### Type of Units Completed

---

None Selected

### Degree Awarded?

---

Yes  No

N/A

Degree Type

N/A

Date Degree Awarded

---

## Other schools / training completed:

N/A

Course Studied

N/A

Hours Completed

## Certificate Awarded?

Yes  No

---

## Work History

Please provide information on your last three positions, including your current one if you are working.

### 1st (Most Recent)

6-02-2006 to Present

Dates (Month, Day, Year) From - To

40

Hours per Week Worked?

## Volunteer Work?

Yes  No

Lineman

Position Title

## Employer's Name and Address

55 Beale SF Ca

## Duties Performed

Maintain electric distribution system

---

**2nd**

**2-01-1996 to 5-01-2004**

Dates (Month, Day, Year) From - To

**40**

Hours per Week Worked?

**Volunteer Work?**

Yes  No

**Ironworker**

Position Title

**Employer's Name and Address**

Tutor and Saliba

**Duties Performed**

Retrofit Bridge Structure Welding

---

**3rd**

**N/A**

Dates (Month, Day, Year) From - To

**N/A**

Hours per Week Worked?

**Volunteer Work?**

Yes  No

**N/A**

Position Title

**Employer's Name and Address**

N/A



## Duties Performed

---

N/A

[cloudell\\_douglas\\_resume.pdf](#)

Upload a Resume

---

## Final Questions

How did you learn about this vacancy?

---

Other

contra costa labor council

If "Other" was selected please explain

**. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?**

---

Yes  No

If Yes, please identify the nature of the relationship:

---

N/A

**Do you have any financial relationships with the County such as grants, contracts, or other economic relations?**

---

Yes  No

If Yes, please identify the nature of the relationship:

---

N/A

---

# CLOUDELL DOUGLAS JR

---

## OBJECTIVE

To be Hired as Electrical Line Worker (Lineman)

## EXPERIENCE

JOURNEYMEN ELECTRICAL LINEMEN PACIFIC GAS &  
ELECTRIC – 2006-PRESENT

Restore and Maintain Distribution Electrical Facilities Install and Remove  
poles, cross arms, Remove and Install Transformers and Switches

Current Grounding standards, High voltage Rubber Glove Work and Hot  
Sticks Restoration and Trouble Shooting of High Voltage Circuits

Ability to supervise and assist in evaluating the work of subordinate  
personnel, proficient in pole top, bucket and vault rescue, Digger derrick  
trained

Journeyman Ironworker Walters & Wolf (Various Companies) – 1996-2006  
Reinforcing Steel, Certified Structural Welder, Miscellaneous and  
Ornamental

## EDUCATION

International Brotherhood of Electrical Workers Joint Apprenticeship  
2008-2011

Int'l Assoc. of Bridge Structural Ornamental and Reinforcing  
Apprenticeship 1996-1999

San Francisco City College

Balboa High School 1988-1992

REFERENCES

Gary Kelley            PG&E            Electric Crew Foreman  
510-385-8621

Anthony Brown IBEW Local 1245 Sr. Business Representative  
510-423-8381



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: November 6, 2018

Subject: Cal ID Appropriation Adjustment - Primary Disaster and Recovery hardware

---

**RECOMMENDATION(S):**

APPROVE Appropriation and Revenue Adjustment No. 5018 increasing fiscal year 2018/19 revenue and appropriations in the Sheriff's Office (0255) in the amount of \$100,000 to reflect anticipated revenue and expenditures associated with the purchase of Primary Disaster and Recovery (PR/DR) licenses.

**FISCAL IMPACT:**

This action increases fiscal year 2018/19 revenue and appropriations by \$100,000. \$100,000 from CAL ID Funds. No change in net county cost.

**BACKGROUND:**

In 1985, the legislators enacted California Penal Code (PC) section 1112.1. The law directed the California Department of Justice (DOJ) to develop a California Identification System (CAL-ID).

The CAL-ID local RAN (Remote Access Network) board approved funding in fiscal year 18/19 in the amount of \$100,000 for the purchase of PR/DR licenses.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Liz Arbuckle (925)  
335-1529

cc: Liz Arbuckle, Heike Anderson, Paul Reyes

CONSEQUENCE OF NEGATIVE ACTION:

Fiscal year 2018/19 appropriations and revenue will not accurately reflect anticipated revenue and expenditures.

AGENDA ATTACHMENTS

TC24/27\_5018


MINUTES ATTACHMENTS

Signed: Appropriations & Adjustment No. 5018

CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT  
T/C 24

ACCOUNT CODING		BUDGET UNIT: (0255) Sheriff's Office			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
2517	9951	REIMBURSEMENTS - GOV/GOV	100,000	00	
TOTALS			100,000	00	0 00

APPROVED


AUDITOR-CONTROLLER:  
 BY:  DATE 10/11/18

COUNTY ADMINISTRATOR:  
 BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:  
 YES:  
 NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

EXPLANATION OF REQUEST  
 To adjust appropriations for purchase of Cal-ID PR/DR Licenses.

 Fiscal Officer  
 SIGNATURE TITLE DATE 10/11/2018

REVENUE ADJ. JOURNAL NO. RAOO 5018

CONTRA COSTA COUNTY  
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office (0255)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
2517	2251	COMPUTER SOFTWARE COST			100,000 00
TOTALS			0	00	100,000 00

APPROVED

EXPLANATION OF REQUEST

AUDITOR-CONTROLLER:

BY:  DATE 10/11/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES:

NO:

To adjust appropriations for purchase of Cal-ID PR/DR Licenses.



SIGNATURE TITLE DATE

Fiscal Officer

10/11/2018

APPROPRIATION APOO 5018  
ADJ. JOURNAL NO.

BY: \_\_\_\_\_ DATE \_\_\_\_\_

CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT  
T/C 24

ACCOUNT CODING		BUDGET UNIT: (0255) Sheriff's Office			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
2517	9951	REIMBURSEMENTS - GOV/GOV	100,000	00	
TOTALS:			100,000	00	0 00

APPROVED

EXPLANATION OF REQUEST

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/11/18

To adjust appropriations for purchase of Cal-ID PR/DR Licenses.

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES: Gioia, Andersen, Burgis, Mitchoff, Glover

NO: None

BY: [Signature] DATE 11/6/18  
(M 8134 Rev. 2/06)

[Signature] Fiscal Officer  
SIGNATURE TITLE DATE 10/11/2018  
REVENUE ADJ. JOURNAL NO. RAOO 5018



CONTRA COSTA COUNTY  
 APPROPRIATION ADJUSTMENT  
 T/C 27

AUDITOR-CONTROLLER USE ONLY  
 FINAL APPROVAL NEEDED BY:  
 BOARD OF SUPERVISORS  
 COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office (0255)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
2517	2251	COMPUTER SOFTWARE COST			100,000 00
TOTALS			0 00		100,000 00

APPROVED

EXPLANATION OF REQUEST

To adjust appropriations for purchase of Cal-ID PR/DR Licenses.

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/11/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES: Gioia, Andersen, Burgis, Mitchoff, Glover

NO: None

BY: [Signature] DATE 11/6/18

(M129 Rev 2/86)

[Signature] Fiscal Officer  
 SIGNATURE TITLE DATE 10/11/2018

APPROPRIATION APOO 5018  
 ADJ. JOURNAL NO.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 6, 2018

Subject: Appropriation and Revenue Adjustment for the Purchase of 4 Vehicles for Public Works Facilities Maintenance

---

**RECOMMENDATION(S):**

APPROVE Appropriation and Revenue Adjustment No.5020 and AUTHORIZE the transfer of appropriations in the amount of \$140,000 from Facilities Maintenance to ISF Fleet Services for the purchase of four vehicles, as recommended by the Public Works Director, Countywide.

**FISCAL IMPACT:**

This action increases appropriations in ISF Fleet Services (4284) and reduces appropriations in Facilities Maintenance (4031) by \$140,000.

**BACKGROUND:**

The Facilities Maintenance Division has hired additional staff and needs to provide vehicles to the staff in order to meet the needs of the job. The purchase of the vehicles was included in the FY2018/19 Facilities capital budget.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Appropriation Adjustment is not approved, the Division will not be able to purchase the vehicles needed to provide services throughout the County.

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Nida Rivera, (925) 313-2124

cc:

AGENDA ATTACHMENTS

TC24/27\_5020

MINUTES ATTACHMENTS

Signed: Appropriation & Adjustment No. 5020

CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
**T/C 24**

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT :			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
4284	9951	Reimbursements- Gov / Gov	140,000	00	00
TOTALS			140,000	00	0 00

**APPROVED**

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/24/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES:

NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

EXPLANATION OF REQUEST:

Transfer appropriation from org#4031 (Building Maintenance) to org#4284  
(Vehicle Replacements) to purchase 4 vehicles.

[Signature] Chief of Fiscal Services 10-22-18  
SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5020  
JOURNAL NO.

**CONTRA COSTA COUNTY  
 APPROPRIATION ADJUSTMENT /  
 ALLOCATION ADJUSTMENT  
 T/C 27**

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : Building Maintenance #0079			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
4031	4953	Autos & Trucks	140,000	00	
4031	5011	Reimbursement Gov Fund/ Gov Fund			140,000 00
4284	4953	Autos & Trucks			140,000 00
TOTALS			140,000	00	280,000 00

**APPROVED**

AUDITOR-CONTROLLER:

BY:  DATE 10/24/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

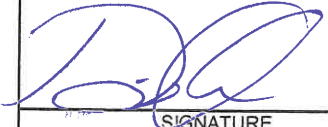
YES:

NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

EXPLANATION OF REQUEST:

Transfer appropriation from org#4031 (Building Maintenance) to org#4284  
 ( Vehicle Replacements) to purchase four vehicles.



Chief of Fiscal Services 10-22-18

SIGNATURE TITLE DATE

APPROPRIATION APOO 5020

ADJ. JOURNAL NO.

CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
T/C 24

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT :			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
4284	9951	Reimbursements- Gov / Gov	140,000	00	00
TOTALS			140,000	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/24/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES: Gioia, Andersen, Burgis, Mitchoff, Glover

NO: None

EXPLANATION OF REQUEST:

Transfer appropriation from org#4031 (Building Maintenance) to org#4284  
(Vehicle Replacements) to purchase 4 vehicles.

[Signature] Chief of Fiscal Services 10-22-18

SIGNATURE TITLE DATE

REVENUE ADJ. RA00 5020  
JOURNAL NO.

BY: Stacy M Boyd DATE 11/6/18  
(MS134 Rev 05/08)

**CONTRA COSTA COUNTY  
APPROPRIATION ADJUSTMENT /  
ALLOCATION ADJUSTMENT  
T/C 27**

**AUDITOR-CONTROLLER USE ONLY**

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : Building Maintenance #0079			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
4031	4953	Autos & Trucks	140,000	00	
4031	5011	Reimbursement Gov Fund/ Gov Fund			140,000 00
4284	4953	Autos & Trucks			140,000 00
<b>TOTALS</b>			<b>140,000</b>	<b>00</b>	<b>280,000 00</b>

**APPROVED**

AUDITOR-CONTROLLER:

BY: *[Signature]* DATE 10/24/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES: Gioia, Andersen, Burgis, Mitchoff, Glover

NO: None

BY: *Stacey M Boyd* DATE 11/6/18  
(M129 Rev 05/09)

EXPLANATION OF REQUEST:

Transfer appropriation from org#4031 (Building Maintenance) to org#4284  
( Vehicle Replacements) to purchase four vehicles.

*[Signature]*

SIGNATURE

*Chief of Fiscal Services 10-22-18*

TITLE

DATE

APPROPRIATION APOO 5020  
ADJ. JOURNAL NO.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 6, 2018

Subject: Appropriation and Revenue Adjustment for Prisoner Transport Bus

---

**RECOMMENDATION(S):**

APPROVE Appropriation and Revenue Adjustment No.5021 authorizing revenue in the amount of \$148,442 from accumulated depreciation to appropriate to purchase one replacement prisoner transport bus for the Office of the Sheriff, as recommended by the Public Works Director, Countywide.

**FISCAL IMPACT:**

This action provides appropriations from depreciation for the replacement of one vehicle. Equipment #6613 will be replaced with one Prisoner Transport Bus for an estimated cost of \$183,324. This purchase will be funded with accumulated depreciation (\$148,442) and funds from the Office of the Sheriff FY2018-19 budget (\$34,882).

**BACKGROUND:**

The Office of the Sheriff is turning in one prisoner transport bus and purchasing one replacement bus. The current equipment has repeated mechanical issues. The vehicle condition can lead to employee and inmate injury. The cost of continued repair has exceeded the remaining value. The replacement equipment will be a 2018 Ford F-650 Chassis.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Nida Rivera, (925)  
313-2124

cc:



CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the Office of the Sheriff will not be able to use the accumulated depreciation for equipment #6613 that is being replaced toward the purchase cost of the replacement equipment.

AGENDA ATTACHMENTS

TC24/27\_5021

MINUTES ATTACHMENTS

Signed: Appropriations & Adjustment No. 5021

CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
**T/C 24**

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT :			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
0005	8982	Equipment Replacement Release	148,442	00	00
TOTALS			148,442	00	0 00

**APPROVED**

AUDITOR-CONTROLLER:  
BY: [Signature] DATE 10/24/18

COUNTY ADMINISTRATOR:  
BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES:

NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

EXPLANATION OF REQUEST:

To appropriate accumulated depreciation for unit#6613.

[Signature] Chief of Fiscal Services 10-22-18  
SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5021  
JOURNAL NO.

CONTRA COSTA COUNTY  
 APPROPRIATION ADJUSTMENT /  
 ALLOCATION ADJUSTMENT  
**T/C 27**

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT : <u>Sheriff 0255</u>		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
2512	4953	Autos & Trucks		148,442 00
TOTALS			0 00	148,442 00

**APPROVED**

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/24/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES:

NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

EXPLANATION OF REQUEST:

To appropriate accumulated depreciation from equipment #6613 to purchase one Prisoner Transport Bus to replace existing equipment. Additional funding will come from the Office of the Sheriff.

[Signature]

Chief of Fiscal Services 10-22-18

SIGNATURE TITLE DATE

APPROPRIATION APOO 5021  
 ADJ. JOURNAL NO.

CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT/  
ALLOCATION ADJUSTMENT  
T/C 24

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT :			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
0005	8982	Equipment Replacement Release	148,442	00	00
TOTALS			148,442	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 16/24/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES: Gioia, Andersen, Burgis, Mitchoff, Glover

NO: None

EXPLANATION OF REQUEST:

To appropriate accumulated depreciation for unit#6613.

[Signature] Chief of Fiscal Services 10-22-18

SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5021

JOURNAL NO.

BY: Stacy M Boyd DATE 11/6/18

**CONTRA COSTA COUNTY  
APPROPRIATION ADJUSTMENT /  
ALLOCATION ADJUSTMENT  
T/C 27**

**AUDITOR-CONTROLLER USE ONLY**

FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: <u>Sheriff 0755</u>		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
2512	4953	Autos & Trucks		148,442 00
<b>TOTALS</b>			0 00	148,442 00

**APPROVED**

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/24/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES: Gioia, Andersen, Burgis, Mitchoff, Glover

NO: None

BY: Stacy M Boyd DATE 11/6/18  
(M129 Rev 05/09)

**EXPLANATION OF REQUEST:**

To appropriate accumulated depreciation from equipment #6613 to purchase one Prisoner Transport Bus to replace existing equipment. Additional funding will come from the Office of the Sheriff.

[Signature] Chief of Fiscal Services 10-22-18  
SIGNATURE TITLE DATE

APPROPRIATION APOO 5021  
ADJ. JOURNAL NO.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: November 6, 2018

Subject: Appropriation Adjustment - ARIES

---

**RECOMMENDATION(S):**

APPROVE Appropriations and Revenue Adjustment No. 5022 authorizing new revenue in the amount of \$124,000 to provide replacement and expansion of computer hardware equipment and software licenses for Automated Regional Information Exchange System (ARIES).

**FISCAL IMPACT:**

This action increases revenue and appropriations by \$124,000. Funded by the Urban Areas Security Initiative (UASI) 2017 grant. No change in Net County Cost.

**BACKGROUND:**

The Automated Regional Information Exchange System (ARIES) is a software application owned by Contra Costa County, and used by the County and other law enforcement agencies to manage criminal justice data collected from law enforcement agencies. ARIES manages the data provided by local law enforcement agencies that is stored on the County servers. ARIES serves more than 9,106 users from over 93 different agencies. The projects serve to renew critical infrastructure, enhance system redundancy and expand capacity

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Liz Arbuckle, (925)  
335-1529

BACKGROUND: (CONT'D)

for growing demand. Dell is the vendor who will supply the equipment to support these projects. Dell has experience partnering with government agencies of all sizes to help deliver IT services that improve delivery and reduce costs. In addition to Dell's reputation amongst government agencies, the Office of the Sheriff –Technical Services has a long history of working with the Dell's equipment and infrastructure environment. It would be to ARIES' advantage to leverage the knowledge, skills and experience that the Technical Services unit has accumulated over the years by working with Dell.

CONSEQUENCE OF NEGATIVE ACTION:

Continued use of the servers after its manufacturer's warranty has expired introduces the greatest danger to ARIES' continuity. If parts fail, ARIES has no guarantee parts can be procured. Security exploits may no longer be patched. Vendors may stop supporting and offering software that the equipment needs and depends on. Due to these reasons and more, it's critical to replace the current expired infrastructure. The purpose of enhancing system redundancy is to duplicate the critical components of ARIES system with the intention of increasing reliability of the servers. Currently there is *no* redundancy infrastructure in place to protect ARIES from destructive activity. If this purchase is not approved, there is no plan in place to ensure that essential data processing operational tasks can be conducted after the disruption and unable to facilitate the rapid restoration of a data processing system following an interruption.

AGENDA ATTACHMENTS

TC24/27\_5022

MINUTES ATTACHMENTS

Signed: Appropriations & Adjustment No. 5022

# 35669

CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT  
T/C 24

ACCOUNT CODING		BUDGET UNIT: (0255) Sheriff's Office			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
2551	9951	REIMBURSEMENTS - GOV/GOV	124,000	00	
TOTALS			124,000	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/25/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES:

NO:

EXPLANATION OF REQUEST

Appropriation Adjustment for replacement and expansion of hardware equipment and software licenses for ARIES (2551).

[Signature]

Fiscal Officer

SIGNATURE

TITLE

10/23/2018

DATE

BY: \_\_\_\_\_ DATE \_\_\_\_\_

REVENUE ADJ.  
JOURNAL NO.

RAOO

5022



CONTRA COSTA COUNTY  
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office (0255)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
2551	4948	MISCELLANEOUS EQUIPMENT			124,000 00
TOTALS			0	00	124,000 00

APPROVED

AUDITOR-CONTROLLER:

BY:  DATE 10/25/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES:

NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

EXPLANATION OF REQUEST

Appropriation Adjustment for replacement and expansion of hardware equipment and software licenses for ARIES (2551).



SIGNATURE \_\_\_\_\_ TITLE Fiscal Officer DATE 10/23/2018

APPROPRIATION APOO 5022  
ADJ. JOURNAL NO.

# 35669

C.28

CONTRA COSTA COUNTY  
ESTIMATED REVENUE ADJUSTMENT  
T/C 24

ACCOUNT CODING		BUDGET UNIT: (0255) Sheriff's Office			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
2551	9951	REIMBURSEMENTS - GOV/GOV	124,000	00	
TOTALS			124,000	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/25/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES: Gioia, Andersen, Burgis, Mitchoff, Glover

NO: None

EXPLANATION OF REQUEST

Appropriation Adjustment for replacement and expansion of hardware equipment and software licenses for ARIES (2551).

BY: Stacy M Boyd DATE 11/6/18

(M 8134 Rev. 2/86)

[Signature] Fiscal Officer  
SIGNATURE TITLE DATE 10/23/2018

REVENUE ADJ. JOURNAL NO. RAOO 5022

CONTRA COSTA COUNTY  
APPROPRIATION ADJUSTMENT  
T/C 27

AUDITOR-CONTROLLER USE ONLY  
FINAL APPROVAL NEEDED BY:  
 BOARD OF SUPERVISORS  
 COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office (0255)		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
2551	4948	MISCELLANEOUS EQUIPMENT		124,000 00
TOTALS			0 00	124,000 00

APPROVED

AUDITOR-CONTROLLER:

BY: *[Signature]* DATE 10/25/18

COUNTY ADMINISTRATOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF SUPERVISORS:

YES: Gioia, Andersen, Burgis, Mitchoff, Glover

NO: None

EXPLANATION OF REQUEST

Appropriation Adjustment for replacement and expansion of hardware equipment and software licenses for ARIES (2551).

*[Signature]* Fiscal Officer  
 SIGNATURE TITLE DATE 10/23/2018

APPROPRIATION APOO 5022  
 ADJ. JOURNAL NO.

BY: *[Signature]* DATE 11/6/18  
 (M129 Rev 2/86)



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: November 6, 2018

Subject: Add one Clerk Senior-Level and Cancel one Account Clerk Experienced-Level positions in the Health Services Department.

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22374 to add one (1) Clerk Senior-Level (JWXC) position at salary level 3RX-1133 (\$3,406.49 - \$4,350.23) and cancel one (1) vacant Account Clerk – Experienced Level (JDVC) position #8003 at salary level 3RH-0755 (\$3,387.30 - \$4,199.24 ) in the Health Services Department. (Represented)

**FISCAL IMPACT:**

Upon approval, this action has an annual cost of \$2,663.46 with increased pension cost of \$643.22. The cost is entirely offset with 100% HMO Enterprise Funds.

**BACKGROUND:**

The Contra Costa Health Plan Claims Unit in Business Services recently extended its phone hours to 5 p.m. Monday-Friday, which requires the department to have another full time position assigned to the support staff team to provide phone coverage regarding claim status and receipt of claims from providers. The Account Clerk positions in the CCHP Claims unit are primarily assigned to processing medical claims, as Claims Examiners, and do more financial-based job duties such as contract calculations and fee schedule applications for payment. Within the CCHP Claims Unit is also a group of clerical positions assigned to the Support Staff. These clerical positions are assigned to answer provider phone calls regarding

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Jacqueline Kidd  
925-957-5240

cc:

BACKGROUND: (CONT'D)

claim status and receipt of claims. They also do data entry, follow up on claim status tracer sheets, and receive and enter provider payment disputes. The department is canceling the vacant Account Clerk - Experienced Level position #8003 and adding one Clerk Senior Level Clerk position in order to fill the need on the clerical support staff team, which was created due to the extension of phone hours.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Business Services Unit of the Contra Costa Health Plan will not have adequate staff to provide phone coverage regarding claim status and receipt of claims from providers.

AGENDA ATTACHMENTS

P300 22374: Add Clerk Sr Level and Cxl Acct Clerk Exp Level in HSD

MINUTES ATTACHMENTS

Signed P300 22374

POSITION ADJUSTMENT REQUEST

C.29

NO. 22374
DATE 10/10/2018

Department Health Services
Department No./
Budget Unit No. 0460 Org No. 6114 Agency No. A18

Action Requested: Add one (1) permanent Clerk Senior-Level (JWXC) position at salary level 3RX-1133 (\$3,406.49 - \$4,350.23) and Cancel one (1) vacant Account Clerk Experienced- Level (JDVC) position #8003 at salary level 3RH-0755 (\$3,387.30 - \$4,199.24) in the Health Services Department. (Represented)

Proposed Effective Date: 10/24/2018

Classification Questionnaire attached: Yes [ ] No [x] / Cost is within Department's budget: Yes [x] No [ ]

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$2,663.46 Net County Cost
Total this FY \$1,553.69 N.C.C. this FY

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% HMO Enterprise Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jacqueline Kidd

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: 11/01/2018 (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/30/18

- Approve Recommendation of Director of Human Resources
Disapprove Recommendation of Director of Human Resources
Other: Approve as recommended by the department.

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [x] DISAPPROVED [ ]

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

DATE November 6 2018

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

**POSITION ADJUSTMENT REQUEST**

NO. 22374  
DATE 10/10/2018

Department Health Services

Department No./  
Budget Unit No. 0460 Org No. 6114 Agency No. A18

Action Requested: Add one (1) permanent Clerk Senior-Level (JWXC) position at salary level 3RX-1133 (\$3,406.49 - \$4,350.23) and Cancel one (1) vacant Account Clerk Experienced- Level (JDVC) position #8003 at salary level 3RH-0755 (\$3,387.30 - \$4,199.24) in the Health Services Department. (Represented)

Proposed Effective Date: 10/24/2018

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost <u>\$2,663.46</u>	Net County Cost
Total this FY <u>\$1,553.69</u>	N.C.C. this FY

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% HMO Enterprise Funds

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Jacqueline Kidd

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: 11/01/2018 (Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/30/18

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED  DISAPPROVED

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 10/30/2018

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: November 6, 2018

Subject: Add a Clerk Specialist-Level position and Cancel a SecretaryJourney-Level position in the Health Services Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22375 to add one (1) Clerk Specialist-Level (JWXD) position at salary level 3RX-1156 (\$3,847.68 - \$4,913.64), and cancel one (1) vacant Secretary Journey-Level (J3TF) position #14716 at salary level 3R2-1015 (\$3,466.77 - \$4,778.98 ) in the Health Services Department. (Represented)

**FISCAL IMPACT:**

Upon approval, this action has an annual cost of \$2,375.40 with increased pension cost of \$573.66. The cost is entirely offset with 100% HMO Enterprise Funds.

**BACKGROUND:**

The Contra Costa Health Plan Provider Relations Program is redesigned to add one Clerk Specialist Level position in its contract management unit. The Clerk Specialist-Level would be responsible for contract management to process provider and vendor contracts, single patient agreements, state contract addendums and change orders, assist with contract negotiations and maintain and track all contracts and documents in an Access database. This position has a direct impact on obtaining required services for our members. Without the expertise in processing contracts, the members would not have timely access to medically needed services.

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Jacqueline Kidd  
925-957-5240

cc:

BACKGROUND: (CONT'D)

The department has determined that the Secretary Journey-Level position will not meet the operational needs of the unit as the duties are more in the scope of the Clerk Specialist Level. The incumbent is retiring on October 31, 2018, and the vacant position will be canceled effective November 1, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Provider Relations Division of the Contra Costa Health Plan in Health Services will not have adequate staff to process provider and vendor contracts, single patient agreements, state contract addendums and change orders, assist with contract negotiations and maintain and track all contracts and documents in an Access database. This position has a direct impact on obtaining required services for our members.

AGENDA ATTACHMENTS

P300 22375: Add one Clerk-Specialist Lvl and Cxl one Secretary-Journey Lvl in HSD

MINUTES ATTACHMENTS

Signed P300 22375

**POSITION ADJUSTMENT REQUEST**

NO. 22375  
DATE 10/10/2018

Department Health Services

Department No./  
Budget Unit No. 0460 Org No. 6125 Agency No. A18

Action Requested: Add one (1) permanent Clerk-Specialist-Level (JW XD) position at salary level 3RX-1156 (\$3,847.68 - \$4,913.64) and Cancel one (1) vacant Secretary Journey-Level (J3TF) position #14716 at salary level 3R2-1015 (\$3,466.77 - \$4,778.98) in the Health Services Department. (Represented)

Proposed Effective Date: 11/01/2018

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$2,375.40 Net County Cost  
Total this FY \$1,385.65 N.C.C. this FY

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% HMO Enterprise Funds

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Jacqueline Kidd

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 (Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/30/18

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED  DISAPPROVED

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 10/30/2018

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

C.30

NO. 22375
DATE 10/10/2018

Department Health Services
Department No./ Budget Unit No. 0460 Org No. 6125 Agency No. A18

Action Requested: Add one (1) permanent Clerk-Specialist-Level (JWXD) position at salary level 3RX-1156 (\$3,847.68 - \$4,913.64) and Cancel one (1) vacant Secretary Journey-Level (J3TF) position #14716 at salary level 3R2-1015 (\$3,466.77 - \$4,778.98) in the Health Services Department. (Represented)

Proposed Effective Date: 11/01/2018

Classification Questionnaire attached: Yes [ ] No [x] / Cost is within Department's budget: Yes [x] No [ ]

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$2,375.40 Net County Cost
Total this FY \$1,385.65 N.C.C. this FY

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% HMO Enterprise Funds

Department must initiate necessary adjustment and submit to CAO. Use additional sheet for further explanations or comments.

Jacqueline Kidd

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [ ] Day following Board Action.
[ ] (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/30/18

[ ] Approve Recommendation of Director of Human Resources
[ ] Disapprove Recommendation of Director of Human Resources
[x] Other: Approve as recommended by the department.

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [x] DISAPPROVED [ ]

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

DATE November 6 2018

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: November 6, 2018

Subject: Add Three (3) Substance Abuse Counselor Positions in Health Services Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22376 to add three (3) full-time Substance Abuse Counselor (VHVC) positions at salary level TC5-1436 (\$5,090-\$6,187) in the Health Services Department. (Represented)

**FISCAL IMPACT:**

Upon approval, this action will have an annual cost of \$396,444 including pension cost of \$84,817. Funding for each position will come from Substance Abuse and Mental Health CalWORKS (SAMHWorks), Family Dependency Court and AB109 (screening and classes).

**BACKGROUND:**

The Health Services Department is requesting to add three (3) full-time Substance Abuse Counselor positions to its Alcohol and Other Drug unit with Behavioral Health Division. These positions are needed to staff the Family Dependency Court Behavioral Health Access line to support the need of pregnant women and women with children and to attend court proceedings, to conduct SAMHWorks American Society of Addiction Medicine (ASAM) assessment screening, and provide the AB 109 clients with early engagement and recovery support activities. The counselors will provide substance use disorder counseling and intervention, conduct ASAM screenings, as well as make referrals to treatment.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: 11/06/2018  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: 925-957-5267

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Alcohol and Other Drugs unit will not be able to adequately provide substance use disorder counseling and intervention to the community through the Family Dependency Court or support clients with early engagement and support services.

AGENDA ATTACHMENTS

P300 22376: Add 3 Substance Abuse Counselor Positions in HSD

MINUTES ATTACHMENTS

Signed P300 22376

**POSITION ADJUSTMENT REQUEST**

NO.  
DATE: 10/12/2018

Department Health Services Alcohol and Other Drugs Department No./ Budget Unit No. 0466 Org No. 5921 Agency No. A18  
Action Requested: Add three permanent full-time Substance Abuse Counselor (VHVC) at salary level TC5-1436 (\$5,090.10- \$6,187.05) in the Health Services Department.

Proposed Effective Date: 10/12/2018

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost: \$396,444

Net County Cost:

Total this FY \$264,296

N.C.C. this FY:

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: One (1) SAMHWorks, one (1) Family Dependency Court, AB109

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Mary Dunn

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/30/18

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED  DISAPPROVED

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 10/30/2018

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

NO. DATE: 10/12/2018

Department Health Services Alcohol and Other Drugs Department No./ Budget Unit No. 0466 Org No. 5921 Agency No. A18 Action Requested: Add three permanent full-time Substance Abuse Counselor (VHVC) at salary level TC5-1436 (\$5,090.10- \$6,187.05) in the Health Services Department.

Proposed Effective Date: 10/12/2018

Classification Questionnaire attached: Yes [ ] No [x] / Cost is within Department's budget: Yes [ ] No [x]

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost: \$396,444 Net County Cost: Total this FY \$264,296 N.C.C. this FY:

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: One (1) SAMHWorks, one (1) Family Dependency Court, AB109

Department must initiate necessary adjustment and submit to CAO. Use additional sheet for further explanations or comments.

Mary Dunn

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [x] Day following Board Action. [ ] (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/30/18

[ ] Approve Recommendation of Director of Human Resources [ ] Disapprove Recommendation of Director of Human Resources [x] Other: Approve as recommended by the department.

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED [x] DISAPPROVED [x]

DATE November 6 2018

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: November 6, 2018

Subject: Add two full-time Community Health Worker I positions and add one full-time Community Health Worker II Position in the Health Services Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. XXXXX to add two (2) full-time Community Health Worker I (VKWC) positions at salary plan and grade level TC5-0933 (\$3,093-\$3,410) and add one (1) full-time Community Health Worker II (VKVB) position at salary plan and grade level TC5-1043 (\$3,449-4,192) in the Health Services Department. (Represented)

**FISCAL IMPACT:**

Upon approval, this request has an annual cost of approximately \$239,051 with pension costs of \$50,319 already included. Funding for each position will come from Driving Under the Influence (DUI), Substance Abuse & Mental Health Services for Calworks (SAMHWorks), and Substance Abuse Block Grant (SABG).

**BACKGROUND:**

The Health Services Department is requesting to add two (2) full-time Community Health Worker I positions and one (1) full-time Community Health Worker II position to better serve the needs of the Behavioral Health Division. These positions are needed to support DUI providers during proceeding specifically funded by Driving Under the Influence, offer assistance to increase participation related to the outreach program for Latino SAMHWorks eligible clients specifically funded by SAMHWorks

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Sabrina Pearson, (925)  
957-5240

cc:

BACKGROUND: (CONT'D)

via interagency Agreement with Employment and Human Services Department and provide education pertaining to marijuana, alcohol and prescription drugs among parents as well as some support and referrals to substance use treatment specifically funded by Substance Abuse Block Grant

The primary duties of the new positions include performing door-to-door outreach for community education availability and locating clients in the community in need of department services related to Detoxification, Outpatient Drug-free Counseling and Residential programs; providing orientation to clients when they participate in program services related to vocational training, Youth, Family and Community Services (AOD treatment for Youth and Prevention) and conducting surveys to determine community needs and collecting statistical information.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, there will be an insufficient level of staffing to implement educational and offer health support to the programs within Alcohol and Other Drug Studies.

AGENDA ATTACHMENTS

P300 22377: Add 2 Comm Health Wkr I and 1 Comm Health Wkr II positions in HSD

MINUTES ATTACHMENTS

Signed P300 22377

**POSITION ADJUSTMENT REQUEST**

NO. 22377  
DATE

Department Health Services

Department No./  
Budget Unit No. 0466 Org No. 5921 Agency No. A18

Action Requested: Add two (2) Community Health Worker I (VKWC) (represented) at salary level and grade plan TC5-0933 and add one (1) Community Health Worker II (VKVB) (represented) at salary level and grade plan TC5-1043 in Health Services Department.

Proposed Effective Date: 12/1/2018

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	\$239,051	Net County Cost
Total this FY	<u>\$139,446</u>	N.C.C. this FY

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% Driving Under the Influence (DUI), SAMHWorks, Substance Abuse Block

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Sabrina Pearson

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/30/18

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED  DISAPPROVED

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

C.32

NO. 22377  
DATE

Department Health Services

Department No./  
Budget Unit No. 0466 Org No. 5921 Agency No. A18

Action Requested: Add two (2) Community Health Worker I (VKWC) (represented) at salary level and grade plan TC5-0933 and add one (1) Community Health Worker II (VKVB) (represented) at salary level and grade plan TC5-1043 in Health Services Department.

Proposed Effective Date: 12/1/2018

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	\$239,051	Net County Cost
Total this FY	<u>\$139,446</u>	N.C.C. this FY

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% Driving Under the Influence (DUI), SAMHWorks, Substance Abuse Block

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Sabrina Pearson

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/30/18

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  ~~DISAPPROVED~~

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

DATE November 6 2018

BY 

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra  
Costa  
County

To: Board of Supervisors  
From: Marc Shorr, Chief Information Officer  
Date: November 6, 2018

Subject: Add one Network Technician I, Cancel one vacant Network Administrator I position #55 in DoIT

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22348 to add one (1) Network Technician I (LNWA) (represented) position at salary plan and grade ZB5 1496 (\$5,402-\$6,566) and cancel one (1) vacant Network Administrator I (LNSA) (represented) position #55 at salary plan and grade ZA5 1694 (\$6,572-\$7,988) in the County Administrator's Office, Information Technology Department.

**FISCAL IMPACT:**

This transaction will not result in any additional cost to the Department. Upon approval, there will be an annual cost savings of approximately \$31,572. The cost for this position will be offset by fees to user departments. DoIT charges for all services and these charges will be recovered through service fees charged to user departments that include revenue generated from non-General Fund departments and other public agencies.

**BACKGROUND:**

The Network Services division of the Department of Information Technology (DoIT) provides County departments with enterprise-class network and desktop technical services. These services include infrastructure design, system integration, contract and project management, monitoring, server online backup, disaster recovery, network storage management, hardware and software requisition, and server and desktop virtualization using the latest technologies from Microsoft, VMware and Citrix solutions.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Marc Shorr, (925)  
608-4071



BACKGROUND: (CONT'D)

At present, Network Services has a great need for additional staff to provide County departments with onsite technical support from local servers, desktops, laptops, printers, mobile devices, and shared applications to enterprise mainframe and VPN access. Based on the ongoing need for IT services, we are seeking to add and fill a position in the Network Services division of DoIT to be able to provide these services from 8:00 AM to 5:00 PM. After analyzing the available job classes, we determined that the best match for this position is the Network Technician I.

Based on the positions majority of duties assigned, the level of duties and responsibilities, DoIT is requesting to add a Network Technician I (LNWA) position and cancel a vacant Network Administrator I (LNSA) position #55.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, DoIT's Customer Services will be short of staff to provide sufficient second level technical support to county departments that depend on DoIT for network and desktop services.

AGENDA ATTACHMENTS

P300 22348 Add NW Admin I and Cxl NW Tech I in DoIT

MINUTES ATTACHMENTS

Signed P300 22438

**POSITION ADJUSTMENT REQUEST**

NO. 22348  
DATE 9/12/2018

Department Department of Information Technology Department No./  
Budget Unit No. 0147 Org No. 1070 Agency No. 03

Action Requested: ADD one Network Technician I (LNWA) (represented) position (\$5,402-\$6,566) and CANCEL one vacant Network Administrator I (LNSA) (represented) position #55 (\$6,572-\$7,988) in the Network Services division of the Department of Information Technology

Proposed Effective Date: 11/1/2018

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$31,572.00) Net County Cost \$0.00  
Total this FY (\$21,048.00) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Offset by fees to user departments

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Marc Shorr

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie DiMaggio Enea

9/19/2018

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/18/2018

ADOPT Position Adjustment Resolution No. 22348 to add one (1) Network Technician I (LNWA) (represented) position at salary plan and grade ZB5 1496 (\$5,402-\$6,566) and cancel one (1) vacant Network Administrator I (LNSA) (represented) position #55 at salary plan and grade ZA5 1694 (\$6,572-\$7,988) in the County Administrator's Office, Information Technology Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Marta Goc

10/18/2018

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

11/1/18

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: \_\_\_\_\_

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 11/1/2018

No. \_\_\_\_\_

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

C.33

NO. 22348
DATE 9/12/2018

Department Department of Information Technology
Department No./ Budget Unit No. 0147 Org No. 1070 Agency No. 03
Action Requested: ADD one Network Technician I (LNWA) (represented) position (\$5,402-\$6,566) and CANCEL one vacant Network Administrator I (LNSA) (represented) position #55 (\$6,572-\$7,988) in the Network Services division of the Department of Information Technology

Proposed Effective Date: 11/1/2018

Classification Questionnaire attached: Yes [ ] No [x] / Cost is within Department's budget: Yes [x] No [ ]

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$31,572.00) Net County Cost \$0.00
Total this FY (\$21,048.00) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Offset by fees to user departments

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie DiMaggio Enea

9/19/2018

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/18/2018

ADOPT Position Adjustment Resolution No. 22348 to add one (1) Network Technician I (LNWA) (represented) position at salary plan and grade ZB5 1496 (\$5,402-\$6,566) and cancel one (1) vacant Network Administrator I (LNSA) (represented) position #55 at salary plan and grade ZA5 1694 (\$6,572-\$7,988) in the County Administrator's Office, Information Technology Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [x] Day following Board Action.

[ ] (Date)

Marta Goc

10/18/2018

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 11/1/18

- [x] Approve Recommendation of Director of Human Resources
[ ] Disapprove Recommendation of Director of Human Resources
[ ] Other:

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [x] DISAPPROVED [x]

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

DATE November 6 2018

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: November 6, 2018

Subject: APPROVE a lease amendment and an amended work letter with the City of Brentwood for the Sheriff-Coroner's Department, District III. (WLP128)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a First Amendment to Lease and an Amended and Restated Work Letter with the City of Brentwood to (i) extend the term of the lease from ten years to twenty years, and (ii) increase the amount available for tenant improvements from \$248,800 to \$709,800, in connection with the County's lease of approximately 1,320 square feet of office space located in the City-owned building at 9100 Brentwood Boulevard, Brentwood for use by the Sheriff – Coroner Department.

AUTHORIZE the Public Works Director, or designee, to exercise the options to extend the term of the lease for up to an additional ten years.

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Stephanie Mello, Deputy

Contact: David Silva, 925  
957-2463

cc:

FISCAL IMPACT:

100% General Fund - Plant Acquisition (0111 - 4437)

BACKGROUND:

On October 17, 2017, the Board of Supervisors approved a 10-year lease of a portion of the building that is the headquarters for the Brentwood Police Department for use by the Sheriff – Coroner. The Sheriff-Coroner intends to relocate its existing Oakley Substation to the leased space within the City’s Police Department. The ability to share space with the City’s Police Department enables the Sheriff-Coroner to accomplish a number of goals. First, the building’s location, in the center of East County, increases the substation’s ability to respond to emergencies quickly. Second, the building provides a level of security needed by law enforcement personnel that is very difficult to replicate in a conventional leased facility. Finally, by co-locating within the City’s Police Department, the County will have, in addition to exclusive use of the leased space, non-exclusive use of meeting rooms, the kitchen area, the men’s and women’s locker rooms, the booking area and holding cells in the building. These amenities make this space uniquely suited to the County’s needs and are not reflected in the monthly payments to the City.

The Board initially approved \$248,800 for tenant improvements for this project based on a budget created in 2016. That budget estimate failed to consider a number of modifications required to convert the leased space to County use. Due to the increased County investment in the leased space, the lease is being amended to extend its term from ten years to twenty years, with two five-year extension options.

CONSEQUENCE OF NEGATIVE ACTION:

If the lease amendment and the amended and restated work letter are not approved, the existing lease may need to be terminated, resulting in a loss of the funds already expended and a less-than-optimal location for the Sheriff’s substation in East County.

ATTACHMENTS

First Amendment to Lease

Amended and Restated Work Letter

**FIRST AMENDMENT TO LEASE  
CONTRA COSTA COUNTY  
SHERIFF – CORONER DEPARTMENT**

**9100 BRENTWOOD BOULEVARD  
BRENTWOOD, CALIFORNIA**

This first amendment to lease (“**First Amendment**”) is dated November 6, 2018, and is between the City of Brentwood, California, a municipal corporation, as landlord (“**City**”), and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

**RECITALS**

- A. City and County are parties to a lease dated October 17, 2017, under which the County leases approximately 1,320 square feet of office space in the building located at 9100 Brentwood Boulevard in Brentwood, California, and a portion of the parking lot adjacent to the Building (the “**Lease**”).
- B. The parties desire to amend the Lease to (i) clarify the extent of the Premises, (ii) extend its term, (iii) modify the rent, (iv) modify the renewal periods, and (v) reflect that, in addition to the exclusive use of the Premises, County is granted the non-exclusive use of the kitchen area, men’s and women’s locker rooms, the booking area and holding cells in the Building.

The parties therefore agree as follows:

**AGREEMENT**

- 1. Unless otherwise defined in this First Amendment, all defined terms used in this First Amendment have the meaning ascribed to them in the Lease.
- 2. Recital B is deleted in its entirety and replaced with the following:

City desires to lease to County and County desires to lease from City a portion of the Building consisting of approximately 1,320 square feet of floor space that consist of Rooms 72, 74, 75, and 76 of the Building, as shown in the floor plan attached as Exhibit A (the “**Interior Premises**”). In addition, City desires to lease to County and County desires to lease from City a portion of the parking lot adjacent to the Building, consisting of thirty-five parking spaces, as shown on Exhibit B, to be used exclusively by the County (the “**Parking Area**”). Together, the Interior Premises and the Parking Area constitute the “**Premises.**”

- 3. Section 1. Lease of Premises is deleted in its entirety and replaced with the following:

Lease of Premises. In consideration of the rents, the alterations made pursuant to the Work Letter and subject to the terms herein set forth, (i) City hereby leases to County and County

hereby leases from City, the Premises, and (ii) City hereby grants County non-exclusive use of the kitchen area, men's and women's locker rooms, the booking area and holding cells (Rooms 4, 6, 7, 24, and 25, as shown on Exhibit A).

4. Section 2. Term is deleted in its entirety and replaced with the following:

Term. The "**Term**" of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.

- a. Initial Term. The "**Initial Term**" is twenty years, commencing on the Commencement Date, as defined in the Work Letter.
- b. Renewal Terms. County has two options to renew this lease for a term of five years for each option (each, a "**Renewal Term**") upon all the terms and conditions set forth herein.
  - i. County will provide City with written notice of its election to renew the Lease thirty days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after the County's receipt of City's written demand that the County exercise or forfeit the option to renew.
  - ii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

Upon commencement of one or both of the renewal terms, all reference to the Term of this Lease will be deemed to mean the Term as extended pursuant to this Section.

5. Section 3. Rent is deleted in its entirety and replaced with the following:

Rent. County shall pay rent ("**Rent**") to City monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

a. Initial Term.

Months 1 – 120	\$2,000.00 per month
Months 121 – 180	\$2,100.00 per month
Months 181 – 240	\$2,182.00 per month

b. First Renewal Term.

Months 241 – 300	\$2,270.00 per month
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c. Second Renewal Term.

Months 301 – 360	\$2,360.00 per month
------------------	----------------------



Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.

4. All other terms of the Lease remain unchanged.

[Remainder of Page Intentionally Left Blank]

The parties are executing this First Amendment as of the date set forth in the introductory paragraph.

**COUNTY**

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

By: \_\_\_\_\_  
Brian Balbas  
Director of Public Works

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Karen A. Laws

By: \_\_\_\_\_  
David L. Silva  
Supervisory Real Property Agent

APPROVED AS TO FORM  
SHARON L. ANDERSON, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

**CITY**

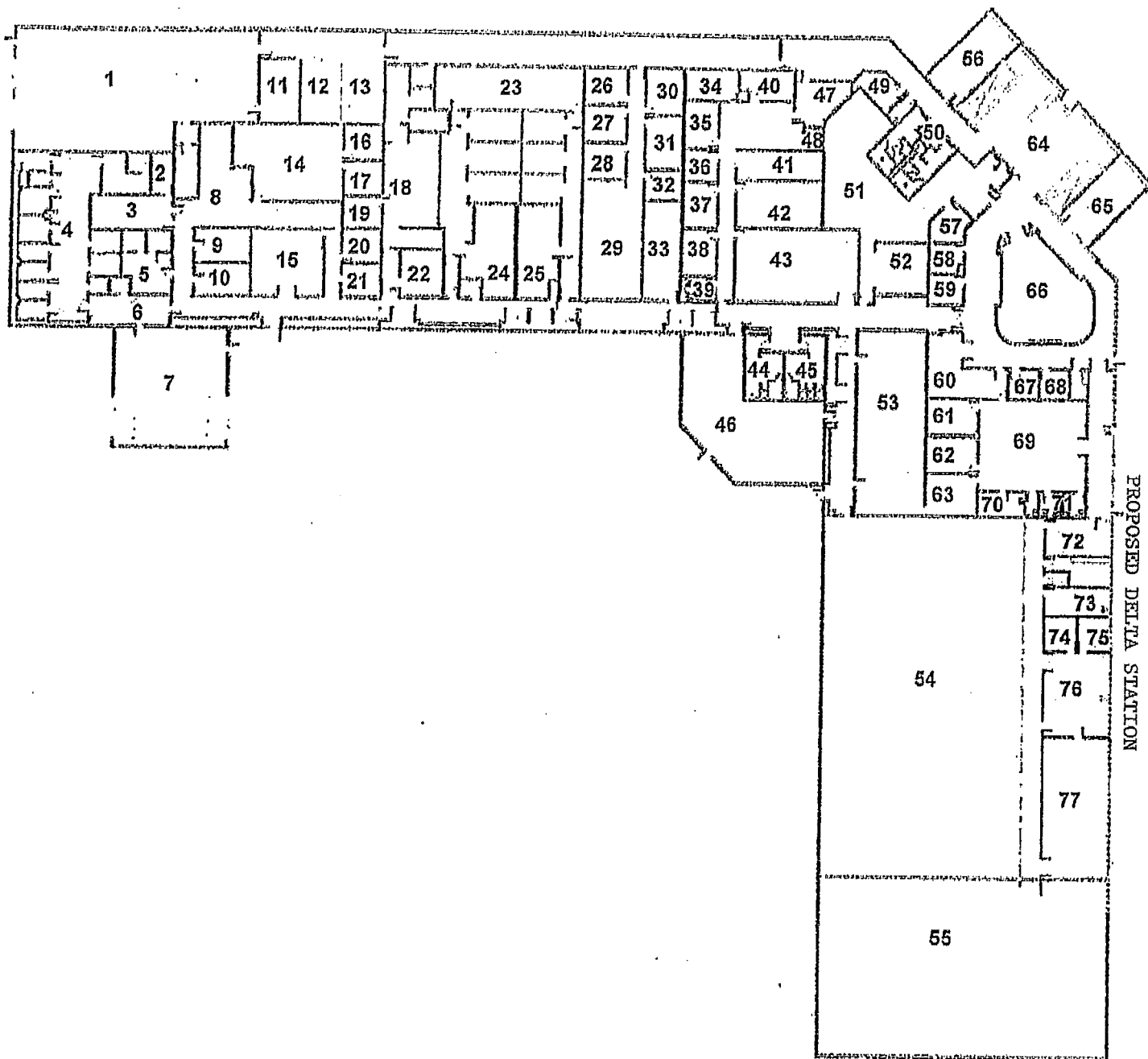
CITY OF BRENTWOOD, a municipal corporation

By: \_\_\_\_\_  
Gustavo "Gus" Vina  
City Manager

APPROVED AS TO FORM

By: \_\_\_\_\_  
Damien Brower  
City Attorney

EXHIBIT A



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*W*

**AMENDED AND RESTATED WORK LETTER**

CONTRA COSTA COUNTY  
SHERIFF – CORONER DEPARTMENT  
9100 BRENTWOOD BOULEVARD  
BRENTWOOD, CALIFORNIA

November 6, 2018

This amended and restated work letter (“**Work Letter**”) is part of the lease (“**Lease**”) dated October 17, 2017, between the CITY OF BRENTWOOD, a municipal corporation, as landlord (“**City**”), and the COUNTY OF CONTRA COSTA, as tenant (“**County**”), as amended by a first amendment dated November 6, 2018 (the “**Lease**”), under which the County is leasing office space in the building commonly known as 9100 Brentwood Boulevard in Brentwood, California (the “**Building**”), as more particularly described in the Lease.

This Work Letter supersedes the Work Letter between City and County dated October 17, 2017. The parties are amending and restating the October 17, 2017 Work Letter in order to permit Lessor to expand the scope of the improvements to be constructed and to increase the budget for each project.

Lessor and County mutually agree as follows:

In order to permit both the City and the County to operate law enforcement services from the Building, the City is making changes to the Building and the Parking Lot. In short, the City will do the following:

- Relocate certain of its staff and operations from the Interior Premises to another location in the Building (the new location, the “**City Space**”) in order to make the Interior Premises available to the County. The improvements being made to the City Space are identified on Schedule 1 (the “**City Improvements**”).
- Make the improvements to the Interior Premises that are identified on Schedule 2 (the “**Tenant Improvements**”).
- Expand the existing parking lot by engaging a contractor to pave and stripe a portion of the unimproved land adjacent to the existing parking lot, in the manner described on Schedule 3 (the “**Parking Lot Improvements**”). The Parking Lot Improvements may be made in an area that is not the Parking Area. Together, the City Improvements, the Tenant Improvements and the Parking Lot Improvements are the “**Improvements.**”

In addition to describing the Improvements, this Work Letter sets forth the County's obligation to pay for the cost of the Improvements, up to prescribed limits.

City and County therefore mutually agree as follows:

1. Terms. All capitalized terms not defined herein have the meanings ascribed to them in the Lease. The provisions of this Work Letter supplement the Lease and are specifically subject to the provisions of the Lease. If there is a conflict between the provisions of the Lease and the provisions of this Work Letter, the provisions of the Lease control. Whenever the approval of County is required hereunder, approval is required of the County's Director of Public Works or his designee (the "**County Representative**").
2. City's Representation and Warranties. The City represents and warrants to the County that the City is the owner of the Property and that the Property is presently zoned to permit its use for the purposes contemplated by the Lease. The City covenants and agrees that it will use best efforts to cause the Substantial Completion Date, as defined below, to occur on or before January 1, 2019.
3. Improvements; Performance Schedule. The City shall require the City Improvements, the Tenant Improvements and the Parking Lot Improvements to be completed in accordance with the Performance Schedule, which, once completed, will be attached hereto as Schedule 4. For the purpose of this Work Letter, "**Performance Schedule**" means the schedule that (i) is agreed upon by the City and the County, (ii) identifies the work to be accomplished by the Completion Date, and (iii) sets forth the target dates for the commencement and completion of the architectural drawings and for commencement and completion of the work. City shall use commercially reasonable efforts to cause the Improvements to be completed in accordance with the Performance Schedule, subject to extension for delays caused by County or Force Majeure Delays. For purposes of this Amended and Restated Work Letter, "Force Majeure Delays" shall mean delays resulting from causes beyond the reasonable control of the City, including, without limitation, fire, flood, inclement weather, strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in the construction of the Premises), civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, act of public enemy, war, riot, terrorism, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, earthquake, or other natural disaster, or any cause whatsoever beyond the reasonable control (expressly excluding financial inability under all circumstances) of the City, or any of its contractors or other representatives, whether or not similar to any of the causes listed above.
4. Payment Limitations. Subject to the provisions of Section 6(b), the cost of the Improvements may not exceed the following payment limits (each, a "**Payment Limit**") unless the County Representative approves a Change Order, as defined below, in writing.
  - a. City Improvements. The County will pay up to \$243,875 for the cost of the City Improvements.

- b. Tenant Improvements. The County will pay up to \$225,990 for the cost of the Tenant Improvements.
- c. Parking Lot Improvements. The County will pay up to \$239,935 for the cost of the Parking Lot Improvements.

The City may not charge an administrative fee in connection with the Improvements.

- 5. Preliminary Plans. The City and the County have prepared plans and specifications for the construction of the Improvements (“**Preliminary Plans**”). The City shall obtain the County Representative’s prior approval of the Preliminary Plans.
- 6. Competitive Bids.
  - a. The City shall use competitive bid packages approved by the County Representative to select contractors (each, a “**Contractor**”) to construct the Improvements in accordance with the Preliminary Plans. The City shall provide the County with a copy of all proposals and bids related to the construction of the Improvements. The City shall permit the County to attend any meetings between the City and potential contractors that precede the award of a contract.
  - b. If all bids received for an Improvement exceed the applicable Payment Limit, then the City and the County will meet to consider changes to the Preliminary Plans that will enable the Improvement to be completed at a cost that does not exceed the applicable Payment Limit.
- 7. Legal Compliance. The City shall require each Contractor to obtain the licenses and permits necessary to carry out the construction that is the subject of their contract. The City shall require each Contractor to carry out the construction that is the subject of their contract in accordance with Applicable Laws and Restrictions. “**Applicable Laws and Restrictions**” means all laws (including, without limitation, the Americans with Disabilities Act), building codes, ordinances, regulations, title covenants, conditions, and restrictions, and any casualty underwriters’ requirements applicable to the improvement.
- 8. Final Plans. The City shall require each Contractor to create a final plan for the construction that is the subject of their contract that is in conformity with the relevant Preliminary Plan (each, a “**Final Plan**”). The Final Plans, and the costs associated therewith, are subject to the final written approval of the County Representative.
- 9. Change Orders. All Change Orders are subject to the prior written approval of the County Representative. A “**Change Order**” is a written agreement between the City and a Contractor that modifies a Final Plan (including the working drawings and other supplements thereto, but excluding immaterial field changes) or the Improvement Cost, as defined below. In no event may the cost of the Improvements exceed the limitations set forth in Section 4, Payment Limitations. The City shall bear any increased cost resulting

from a Change Order that is not approved in advance by the County Representative in writing.

10. Payments.

- a. Subject to the limitations set forth in Section 4, Payment Limitations, the County shall pay for the cost of each contract that is related to the construction of the Improvements, as determined through the competitive bid process described in Section 6, Competitive Bids, as refined by the creation of the Final Plans described in Section 8, Final Plans (such cost, the “**Improvement Cost**”).
- b. Once the Improvement Cost for a particular contract has been determined, the City will inform the County Representative of the Improvement Cost and the County will issue a check to the City for an amount required under the contract, provided, however, that in no event is the County obligated to pay more than the amount set forth for each project in Section 4, Payment Limitations. If a Change Order is subsequently approved by the County that increases the cost of the contract, the County will issue a check for the increased cost to the City, subject to the limitations set forth in Section 9, Change Orders.

11. Payment Reconciliation. As soon as practicable following the Substantial Completion Date, as defined below, the City shall provide the County Representative with a copy of all invoices related to the cost of the Improvements. To the extent the County has advanced funds to the City for the cost of Improvements that exceed (i) the limitations set forth in Section 4, Payment Limitations, or (ii) the actual cost of constructing an Improvement, the City shall refund such excess to the County. The City shall also pay the County the amount of any increased cost that results from a Change Order that was not approved by the County Representative. The City shall make such reconciliation payment(s) within 30 days after receipt of a written request from the County.

12. Completion Notice; Inspection; Substantial Completion Date.

- a. When the City deems that the Improvements have reached Substantial Completion, the City shall tender delivery of the Premises to the County by delivering a “**Completion Notice**” in substantial conformity with Schedule 5. For purposes of this Work Letter, the term “**Substantial Completion**” means (i) construction has been substantially completed, (ii) there is no incomplete or defective work that unreasonably interferes with the County’s use of the Interior Premises or the Parking Area, (iii) any necessary government approvals have been obtained, and (iv) all utilities are connected and available for use by the County.
- b. As soon as practicable following the County’s receipt of the Completion Notice, a representative of the City and a representative of the County will inspect the Premises for the purpose of establishing that Substantial Completion of both the Interior Premises and the Parking Area has occurred. Once the County is satisfied that there is Substantial Completion, the County will countersign the Completion Notice. The

Premises will be deemed delivered to County on the day that the County countersigns the Completion Notice (the “**Commencement Date**” and the “**Substantial Completion Date**”).

13. Punchlist. The County has sixty days from the Substantial Completion Date to provide the City with a written list of any items that are defective, incomplete, or do not conform to the Final Plans or to Applicable Laws and Restrictions (a “**Punchlist**”) with respect to the Tenant Improvements and the Parking Lot Improvements. The County’s failure to specify any item on the Punchlist, however, does not waive the City’s obligation to construct the Improvements in accordance with this Work Letter. The City shall remedy all items on the Punchlist as soon as practicable and in any event within thirty days of the City receives the Punchlist. If the City fails to remedy all items on the Punchlist within the thirty-day period (exempt as to items, if any, that require more than thirty days to complete), then County may, upon twenty day’s prior notice to the City, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the Lease until County is reimbursed in full.
14. Pre-Occupancy Cleaning. The City shall clean and ventilate the Interior Premises immediately prior to the County moving into the Interior Premises. The City shall broom clean the Parking Area prior to delivering it to the County.

[Remainder of Page Intentionally Left Blank]



15. Move-In. The City shall make the Interior Premises available to the County for move-in on the dates and at the times specified by the County following the Substantial Completion Date. Move-in shall take place no more than 30 days after the Substantial Completion Date.

The parties are signing this Work Letter as of the date first set forth above.

**COUNTY**

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

By: \_\_\_\_\_  
Brian Balbas  
Interim Director of Public Works

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Karen A. Laws  
Principal Real Property Agent

By: \_\_\_\_\_  
David L. Silva  
Supervisory Real Property Agent

APPROVED AS TO FORM  
SHARON L. ANDERSON, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

**CITY**

CITY OF BRENTWOOD, a municipal corporation

By: \_\_\_\_\_  
Gustavo "Gus" Vina  
City Manager

APPROVED AS TO FORM

By: \_\_\_\_\_  
Damien Brower  
City Attorney

SCHEDULE 1

City Improvements

SCHEDULE 2

Tenant Improvements

SCHEDULE 3

Parking Lot Improvements

SCHEDULE 4

Performance Schedule

SCHEDULE 5

FORM OF COMPLETION NOTICE

To: Contra Costa County  
From: City of Brentwood  
Date: \_\_\_\_\_, 201\_\_  
Re: Completion Notice

This notice is provided in compliance with Section 12 of the Work Letter dated November 6, 2018, between City of Brentwood and Contra Costa County (the “**Work Letter**”).

All terms not otherwise defined herein have the meaning ascribed to them in the Work Letter.

Tender by City

City hereby notifies the County of the Substantial Completion of the Improvements.

The City hereby tenders the Premises for delivery to County.

City of Brentwood

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Certification by Contra Costa County

The undersigned, a duly authorized representative of Contra Costa County, hereby acknowledges the Substantial Completion of the Improvements.

Contra Costa County

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: Matt Slattengren  
Date: November 6, 2018

Subject: 18-0295-023-SF Phytophthora Ramorum (Sudden Oak Death) - Quarantined

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture (CDFA) in an amount not to exceed \$65,040 to provide regulatory compliance and enforcement activities related to the Sudden Oak Death Program, on behalf of CDFA, for the period July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This agreement will reimburse the Agriculture Department in an amount not to exceed \$65,040 for conducting regulatory compliance activities related to Sudden Oak Death on behalf of the CDFA. The agreement is fully funded by the CDFA. There is no County match. The funds were anticipated in the Department's FY 18/19 budget.

**BACKGROUND:**

The California Department of Food and Agriculture (CDFA) is the lead agency for the multi-agency task force, known as the California Oak Mortality Task Force (COMTF), that was formed to develop a coordinated effort to address Phytophthora Ramorum (Sudden Oak Death). Due to CDFA's responsibility under the COMTF and its statutory authority to establish quarantines, CDFA must enter into cooperative agreements with impacted counties to comply with the requirements of Assembly Bill 62 (Migden).

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: 608-6600

cc:

BACKGROUND: (CONT'D)

The role of the Agriculture Department is to issue compliance agreements, and do related work that assures compliance by affected businesses, including plant nurseries, firewood dealers, tree services, green waste and compost facilities, etc., to stop the spread of Sudden Oak Death to non-infested areas of the State and County and to foreign countries.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to accept the agreement will result in the Agriculture Department not being reimbursed by CDFA for regulatory enforcement activities related to the Sudden Oak Death Program.





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: November 6, 2018

Subject: 2018-19 California Department of Education General Childcare & Development Revenue Contract Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Education, to increase the payment limit by \$179,943 to an amount not to exceed \$3,734,214 for general childcare and development program services with no change to the term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

County is to receive up to \$3,734,214, with 35.8% (\$1,336,723) coming from Federal funding, and 64.2% (\$2,397,491) from State funding (CFDA Nos. 93.596, 93.575). No County match is required.

**BACKGROUND:**

The County receives funds from the California Department of Education to provide general childcare services to program eligible County residents. The program is operated by the Employment and Human Services Department, Community Services Bureau. The Board approved the original contract on September 11, 2018 (c.43). The State routinely amends these types of contracts throughout the program year to provide additional funding. Approval of this board order will allow the continued provision of these childcare services.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-4266

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive additional funding to operate the childcare and development program.

CHILDREN'S IMPACT STATEMENT:

The Department of Education General Childcare & Development funding supports three of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 3) "Families that are Economically Self-sufficient"; and, 4) "Families that are Safe, Stable, and Nurturing" by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: November 6, 2018

Subject: Small Business Development Center, US Bank Grant

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board, Small Business Development Center, to apply for and accept grant funding in an amount not to exceed \$5,000 from US Bank, for small business advising to low-to-moderate income current and aspiring business owners in the County for the period January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

County to receive an amount not to exceed \$5,000 from US Bank grant funding. No County match is required.

**BACKGROUND:**

The US Bank grant funding will be used to provide Small Business Development Center advising services. Advising services will include guidance on the ability to create and retain jobs, increase annual business sales, and investment strategies for debt and equity investments.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without funding, current services to low-to-moderate income current and aspiring business owners could not be expanded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Elaine Burres,  
608-4960

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Agreement #28-528-57 with the County of Alameda

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #28-528-57 with the County of Alameda, to pay County an amount not to exceed \$1,358,235, for coordination of essential services to Contra Costa County residents with HIV Disease and their families, for the period from March 1, 2018 through February 28, 2019.

**FISCAL IMPACT:**

Approval of this agreement will result in an amount not to exceed \$1,358,235 of funding from the County of Alameda, as the Grantee of federal funds under the Ryan White HIV/AIDS Treatment Modernization Act of 2009, Part A. No County match is required.

**BACKGROUND:**

The U.S. Department of Health and Human Services has designated the County of Alameda as "Grantee" for the purpose of administering the Ryan White HIV/AIDS Treatment Modernization Act of 2006, Part A, funds for coordination of essential services to Contra Costa County residents with HIV Disease and their families.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Dan Peddycord,  
925-313-6712

BACKGROUND: (CONT'D)

On May 23, 2017, the Board of Supervisors approved Contract #28-528-54 (as amended by Amendment Agreements #28-528-55 and #28-528-56) with the County of Alameda Health Care Services Agency, as the fiscal agent for Ryan White CARE Act, Title I and Minority AIDS Initiative funds, for coordination of services to Contra Costa residents with HIV disease and their families, for the period from March 1, 2017 through February 28, 2018.

Approval of Agreement #28-528-57 will provide continued funding for coordination of services through February 28, 2019. This agreement includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funds to provide coordination of essential services to Contra Costa County residents with HIV Disease and their families.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: November 6, 2018

Subject: 2018-19 California Department of Education Preschool Program Revenue Contract Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Education to increase the payment limit by \$545,953 to a new amount not to exceed \$10,813,253, to provide State Preschool services, with no change to term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

The revenue agreement is from the California Department of Education and is partially funded by Federal dollars as indicated below. The State agreement number is CSPP 8049, Amendment 1; County agreement number is 39-908-25.

State 86.64% (\$9,368,715)

Federal 13.36% (\$1,444,538) - CFDA Nos. 93.596 (\$989,889) and 93.575 (\$454,649)

No County match

**BACKGROUND:**

The California Department of Education (CDE) notified the Employment and Human Services Department (EHSD) on June 1, 2018 of the 2018-19 funding allocation of the California State Preschool

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-4266

cc: Ressie Dayco

BACKGROUND: (CONT'D)

program services. The County receives funds from the CDE to provide state preschool services to program eligible County residents. The program is operated by the EHSD, Community Services Bureau. The Board approved the original contract on June 26, 2018 (c.63). This board order is to approve a contract amendment to increase the payment limit in accordance with the increase of the daily child day of enrollment rate from \$45.73 to \$48.28.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive additional funding to operate these childcare programs.

CHILDREN'S IMPACT STATEMENT:

EHSD's, Community Services Bureau supports three of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 3) "Families that are Economically Self-sufficient"; and, 4) "Families that are Safe, Stable, and Nurturing" 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: TRANSPORTATION, WATER & INFRASTRUCTURE COMMITTEE  
Date: November 6, 2018

Subject: Grant Submittal to the Caltrans Sustainable Communities Planning Grant Program for the "Expedited Active Transportation Infrastructure Plan"

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to apply for and accept grant funding in an amount not to exceed \$350,000 from the California Department of Transportation's Sustainable Communities Planning Grant Program to produce a detailed inventory of the County's roadway network for the purpose of identifying opportunities to build new or enhanced bikeways and sidewalks through roadway restriping or repaving in an expedited manner while prioritizing projects located in disadvantaged communities.

**FISCAL IMPACT:**

None to the General Fund. Staff time for recommended activities are covered under existing budgets (44.3% Road Fund and 44.3% Measure J Fund). Required match funds (11.47% for a maximum \$40,145), to the extent not covered by in-kind contributions (staff time), are covered under the same existing budgets.

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: 925-674-7755

cc:



### BACKGROUND:

On October 5, 2018, Caltrans released final grant guidelines and a call for projects for the Caltrans Sustainable Communities Planning Grant Program. These planning grants will provide funding to support regional sustainable communities strategies intended to achieve the State's greenhouse gas reductions targets. This cycle is expected to include approximately \$25 million in Senate Bill ("SB") 1 statewide competitive funding. The maximum grant award is \$1 million and an 11.47% match is required (cash or in-kind contribution). Applications are due November 30, 2018.

This Plan proposes to update and expand on the County's roadway network inventory for the purpose of identifying near-term opportunities to upgrade existing facilities or implement new multi-modal improvements. Improvements will be prioritized based on several factors, including but not limited to: disadvantaged community status, cost, shovel-readiness, and availability of right-of-way. Prioritization will also help the County deliver other projects and planning efforts more efficiently. The Plan will also develop performance measures for post-project construction. Performance measures will provide real-time data on the success of implemented projects in order to help guide future transportation decisions.

The Transportation, Water, and Infrastructure Committee discussed this proposal at its October 8th meeting and made the subject recommendation.

### CONSEQUENCE OF NEGATIVE ACTION:

Not authorizing staff to apply for and accept grant funding from Caltrans' Sustainable Communities Grant will potentially delay progress on projects that would increase bicycle and pedestrian safety and mobility, improve first/last-mile connections to transit, reduce traffic congestion, and improve air quality.

### CHILDREN'S IMPACT STATEMENT:

The proposed project supports Outcome 2 in the Contra Costa Children's Report Card: Youth Are Healthy and Preparing for Adulthood: Physical Fitness.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: November 6, 2018

Subject: APPLICATION FOR FY 2018 STATE HOMELAND SECURITY GRANT PROGRAM FUNDS

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/554 authorizing the Sheriff-Coroner, or designee to apply for and accept State Homeland Security Grant Program (SHSGP) funds in an initial amount of \$1,215,214 from the California Governor's Office of Emergency Services, make required grant assurances and authorize specified Sheriff's Office officials to act on behalf of the County to obtain funding for the period of September 1, 2018 through the end of grant fund availability.

**FISCAL IMPACT:**

No County match.

**BACKGROUND:**

The California Governor's Office of Emergency Services (Cal OES) is responsible for designing and implementing homeland security initiatives and ensuring that the state is ready to protect lives and property by effectively preparing for, preventing, responding to, and recovering from all threats, crimes, hazards, and emergencies. To help fulfill this mission, Cal OES administers a pass-through program of federal homeland security grant funds to local public agencies through California. This program is critical to maintaining the quality and quantity of homeland

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Mary Jane Robb,  
925-335-1557

cc:

BACKGROUND: (CONT'D)

security initiative programs provided within the County. The funding will allow for enhanced coordination and communication among the disciplines to maximize protective actions, emergency preparedness, and the effective response to emergencies and disasters. The initial total grant program allocation provided to the County by the U.S. Department of Homeland Security and sub-granted through the State of California is \$1,215,214. The grant application requires the County to adopt a resolution (attached) appointing an authorized agent to act on behalf of the Board of Supervisors by executing any actions necessary for each application and sub-grant. The application also requires the applicants to make certain grant assurances prescribing requirements to which the County will be held accountable.

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff would not be able to apply for and accept this grant funding.

AGENDA ATTACHMENTS

Resolution No. 2018/554

MINUTES ATTACHMENTS

Signed Resolution No. 2018/554

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

Adopted this Resolution on 11/06/2018 by the following vote:

	<b>John Gioia</b>
	<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/> <b>Diane Burgis</b>
	<b>Karen Mitchoff</b>
	<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text"/>
<b>ABSENT:</b>	<input type="text"/>
<b>ABSTAIN:</b>	<input type="text"/>
<b>RECUSE:</b>	<input type="text"/>



**Resolution No. 2018/554**

IN THE MATTER OF: Applying for and Accepting 2018 State Homeland Security Grant Program funds.

WHEREAS the County of Contra Costa is seeking funds available through the California Homeland Security Grant Program administered by the California Governor's Office of Emergency Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner or the Undersheriff or the Sheriff's Chief of Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining Federal financial assistance provided by the U.S. Department of Homeland Security and sub-granted through the State of California related to the State Homeland Security Grant Program.

I hereby certify that this 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: Mary Jane Robb, 925-335-1557**

**ATTESTED: November 6, 2018**

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

By: Laura Cassell, Deputy

**cc:**

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

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

Adopted this Resolution on 11/06/2018 by the following vote:

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

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



**Resolution No. 2018/554**

IN THE MATTER OF: Applying for and Accepting 2018 State Homeland Security Grant Program funds.

WHEREAS the County of Contra Costa is seeking funds available through the California Homeland Security Grant Program administered by the California Governor's Office of Emergency Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner or the Undersheriff or the Sheriff's Chief of Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining Federal financial assistance provided by the U.S. Department of Homeland Security and sub-granted through the State of California related to the State Homeland Security Grant Program.

I hereby certify that this 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: Mary Jane Robb, 925-335-1557

**ATTESTED: November 6, 2018**

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

*Laura Cassell*

By: Laura Cassell, Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: November 6, 2018

Subject: 2018 Urban Area Security Initiative Grant

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the City and County of San Francisco, including full indemnification of the City and County of San Francisco, to pay the County an amount not to exceed \$687,830 as part of the 2018 U.S. Department of Homeland Security, Urban Area Security Initiative (UASI) Grant for homeland security related projects within the County for the period November 1, 2018 through the end of the grant funding. (100% Federal)

**FISCAL IMPACT:**

No County Costs. \$687,830; 100% 2018 Urban Area Security Initiative Grant from the City and County of San Francisco acting as fiscal agent for the Bay Area Urban Area Security Initiative. (CFDA # 97.067)

**BACKGROUND:**

The U.S. Department of Homeland Security Urban Area Security Initiative Grant Program funds address the unique planning, equipment, training, and exercise needs of high threat, high density urban areas. This grant assists designated regions in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism. California

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Mary Jane Robb,  
925-335-1557

cc:

BACKGROUND: (CONT'D)

is home to five of these urban areas and the U.S. Department of Homeland Security designated the City and County of San Francisco as the fiscal agent for the Bay Area Urban Area Security Initiative (UASI). The County, as a member of the Bay Area UASI, will receive \$687,830.00. Funds will be used to enhance public safety capabilities of law enforcement agencies throughout the region. Expand existing systems to participate in other state, regional, and national initiatives. Funding will also be used to purchase Radiological Detection Identifiers, Mobile Repeater, EBRCS/VHF patching, satellite data/phone uplink with backhaul capability. As the fiscal agent for the grant, the City and County of San Francisco has developed a standard form contract for use with all Bay Area UASI partner agencies requiring full indemnification of the City and County of San Francisco. The County has agreed to previous inter-agency agreements with the City and County of San Francisco, which contained the same language, to participate in regional homeland security efforts and access important Federal funding.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board decide not to approve entering into this agreement, the County will not receive its share of the 2018 UASI Grant funds; risk management and planning to increase regional response capability will need to be either funded through another source or not performed.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Application #28-382 with the State of California Department of Justice

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to submit Application #28-382 to the State of California Department of Justice, to pay County in an amount not to exceed \$1,186,646 for the Tobacco Prevention Program in Contra Costa County, for the period from November 1, 2018 through June 30, 2021.

**FISCAL IMPACT:**

Approval of this application could result in an amount not to exceed \$1,186,646 of funding from the State of California Department of Justice for the County's Tobacco Prevention Program. No County match is required.

**BACKGROUND:**

While close to 90% of Contra Costans are non-smokers, smoking is still the number one preventable cause of death in California. Smoking causes ischemic heart disease and stroke, and also causes many different types of cancers. The University of California Tobacco-Related Disease Research Program reports that the healthcare costs associated with smoking in Contra Costa California were estimated to be over \$334.5 million in 2009. Specific populations continue to be targeted by the Tobacco Industry, and these populations are disproportionately affected by tobacco-related

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APPROVE
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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Daniel Peddycord,  
925-313-6712

cc: Marcy Wilhelm



BACKGROUND: (CONT'D)

health disparities. In July 2017, the Contra Costa Board of Supervisors adopted new tobacco control laws to protect youth from tobacco influences in the retail environment. Current funding streams do not pay for direct enforcement of these newly adopted policies.

The Tobacco Prevention Program goals are to: (1) reduce secondhand smoke exposure; (2) reduce pro-tobacco influences; (3) reduce access to tobacco products; and (4) build community capacity to address tobacco-related health disparities through community level tobacco prevention policies.

Approval of Application #28-382 will allow the Health Services Department's Tobacco Prevention Program to provide additional outreach services in the community; tobacco retail inspections to assess tobacco product availability and compliance with local tobacco retail laws; focus groups or key informant interviews with youth and young adult task force members; data analysis of key social media engagement measures; and surveys to assessment knowledge, attitudes, and perceptions of youth and young adult tobacco use, through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this application is not approved, the County will not be able to provide additional tobacco prevention services to residents of Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: November 6, 2018

Subject: Starzyk Instructional Services

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Starzyk Instructional Services in an amount not to exceed \$430,000 to provide specialized instructional services for the period September 1, 2018 through December 31, 2021.

**FISCAL IMPACT:**

100% Law Enforcement Training Center Enterprise Fund. Budgeted.

**BACKGROUND:**

Through the Office of the Sheriff's Law Enforcement Training Center (LETC), Deputy Sheriff Recruits and members of the Sheriff's Office receive training on various subjects. Starzyk Instructional Services (SIS) will provide instructors to teach specialized courses at the LETC. SIS will also conduct training course audits, updates, and new course development.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Sheriff's Office will be unable to enter into a contract with the contractor for services.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Sandra Brown,  
(925)335-1553

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #26-699-7 with Semon Bader, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-699-7 with Semon Bader, M.D., an individual, in an amount not to exceed \$288,000, to provide orthopedic services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

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

**BACKGROUND:**

On November 7, 2017, the Board of Supervisors approved Contract #26-699-6 with Semon Bader, M.D., for the provision of orthopedic services, including consultation, training, on-call coverage and medical/surgical procedures at CCRMC and Health Centers, for the period from January 1, 2018 through December 31, 2018.

Approval of Contract #26-699-7 will allow the Contractor to continue to provide orthopedic services at CCRMC and Health Centers through December 31, 2019.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

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

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, patients requiring orthopedic services at CCRMC and Health Centers will not have access to Contractor's orthopedic services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #26-692-16 with Applied Remedial Services, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-692-16 with Applied Remedial Services, Inc., a corporation, in an amount not to exceed \$495,000, to provide removal and disposal of hazardous waste materials at the Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase).

**BACKGROUND:**

On January 9, 2018, the Board of Supervisors approved Contract #26-692-13 (as amended by Contract Amendment Agreements #26-681-14 and #26-681-15) with Applied Remedial Services, Inc., to provide removal and disposal of hazardous waste materials at the CCRMC and Health Centers, for the period January 1, 2018 through December 31, 2018.

Approval of Contract #26-692-16 will allow the Contractor to continue to provide removal and disposal of hazardous waste materials services at CCRMC, through December 31, 2019.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5741

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCRMC and Contra Costa Health Centers will not have access to Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #26-786-7 with Peter A. Castillo, M.D., Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-786-7 with Peter A. Castillo, M.D., Inc., a corporation, in an amount not to exceed \$759,000, to provide urogynecology services at Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period from December 1, 2018 through November 30, 2021.

**FISCAL IMPACT:**

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

**BACKGROUND:**

On October 17, 2017, the Board of Supervisors approved Contract #26-786-6 with Peter A. Castillo, M.D., Inc., for the provision of urogynecology services including administrative duties and medical and/or surgical procedures at CCRMC and Health Centers for the period from December 1, 2017 through November 30, 2018.

Approval of Contract #26-786-7 will allow Contractor to continue providing urogynecology services at CCRMC and Health Centers through November 30, 2021.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

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

CONSEQUENCE OF NEGATIVE ACTION:

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





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #26-785-2 with Urmila Bajpai-Pillai, M.D

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-785-2 with Urmila Bajpai-Pillai, M.D, an individual, in an amount not to exceed \$712,000, to provide rheumatology care at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from November 1, 2018 through October 31, 2021.

**FISCAL IMPACT:**

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

**BACKGROUND:**

On October 13, 2015, the Board of Supervisors approved Contract #26-785-1 with Urmila Bajpai-Pillai, M.D. for the provision of rheumatology care including, but not limited to clinic coverage, consultation, training and medical and/or surgical procedures at CCRMC, through October 31, 2018.

Approval of Contract #26-785-2 will allow the Contractor to continue to provide rheumatology care at CCRMC through October 31, 2021.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

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

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring rheumatology care will not have access to Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: November 6, 2018  
Subject: Gemalto Cogent Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute Software and Services Agreement Amendment No.2 with Gemalto Cogent, Inc., to amend the term of the contract from January 1, 2015 through December 31, 2018 to a new term of January 1, 2015 through December 31, 2020, with no change in payment limit. Unforeseen delays from an outside agency has caused a set-back on this project.

**FISCAL IMPACT:**

There is no additional fiscal impact from this action.

**BACKGROUND:**

The California Identification System (Cal-ID) is the automated system maintained by the California Department of Justice (DOJ) for retaining fingerprint files and identifying latent fingerprints. Cal-ID funds are collected from the fees from each vehicle registered - two dollars for non-commercial vehicles and four dollars from commercial vehicles - and are used to fund programs that enhance the capacity of the state and local law enforcement to provide mobile Automated Fingerprint Identification Systems (AFIS) that allow identification of individuals involved in

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APPROVE  OTHER  
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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Sandra Brown,  
(925)335-1553

cc:

BACKGROUND: (CONT'D)

motor vehicle crimes.

The California Department of Justice has established the Remote Access Network (RAN), which is a uniform statewide network of equipment and procedures allowing local law enforcement agencies direct access to the Cal-ID System. The Contra Costa County local RAN board determines the placement of RAN equipment within the County, and coordinates the acceptance, delivery, and installation of RAN equipment. Acting as the local RAN board, mobile fingerprint identification hardware has been distributed to local law enforcement agencies within the County pursuant to the criteria specified in the Penal Code.

Under this contract, additional mobile fingerprint devices, software, implementation services, and software support services are being purchased so that local law enforcement agencies can connect to the Cal-ID system while in the field.

The Cogent Gemalto Mobile Identification (Mobile ID) solution provides a system that manages the transactions of mobile fingerprint captures from the field. The system will manage searches of the local Automated Fingerprint Identification System (AFIS) as well as the California Department of Justice's (Cal-DOJ) AFIS and Federal Bureau of Investigation's (FBI) Repository for Individuals of Special Concern (RISC) databases. The mobile identification devices and software bring the power of a full-scale AFIS to officers' hands while in the field for all agencies within Contra Costa, to provide fast, accurate identity verification, arrest records, and warrant information on subjects contacted in the field. The contract extension is necessary for project completion. The Department of Justice is implementing the same project and it needs to be completed before the County's project.

CONSEQUENCE OF NEGATIVE ACTION:

If the Office of the Sheriff is not allowed to extend the contract term the project will not be completed.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: November 6, 2018

Subject: 2018-19 Martinez Early Childhood Center Childcare Services Contract Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Martinez Early Childhood Center, to increase the payment limit by \$30,150 to a new limit not to exceed \$278,150 to provide Early Head Start and Head Start program enhancement services with no changes to term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This contract is fully funded by a Federal grant from the Administration for Children and Families (Head Start Program) (CFDA 93.708). A County match is not required. The contract number is 38-483-18.

**BACKGROUND:**

Contra Costa County receives funds from the Administration for Children and Families (ACF) to provide Head Start program services to eligible County residents. The Employment and Human Services Department (EHSD), in turn, contracts with a number of community-based organizations to provide a wider distribution of services. This contract is to provide Early Head Start and Head Start program enhancement services to 63 children served by this partnership. The Board approved the contract on July 10, 2018 (c.51). This amendment is to add facility improvement funds and to change the funding source for childcare costs from Early Head Start Childcare Partnership funds to Early Head Start program enhancement funds.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-6389

cc: Nasim Eghlima, Haydee Ilan, Christina Reich

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, EHSD will not be able to adjust childcare slots to better meet fiscal and program re-structure needs.

CHILDREN'S IMPACT STATEMENT:

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #24-385-46 with Anka Behavioral Health, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-385-46 with Anka Behavioral Health, Inc., a non-profit corporation, in an amount not to exceed \$710,797, to provide mental health outreach and support services for homeless and disabled mentally ill adults at the Don Brown Shelter in East Contra Costa County, for the period from July 1, 2018 through June 30, 2019. This Contract includes a six-month automatic extension through December 31, 2019, in an amount not to exceed \$355,398.

**FISCAL IMPACT:**

This Contract is funded 80% Substance Abuse and Mental Health Services Administration (SAMHSA); 20% by a Project for Assistance in Transition from Homelessness (PATH) Grant. (No rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing ongoing operational funding for a mental health homeless shelter in East Contra Costa County.

On November 14, 2017, the Board of Supervisors approved Contract #24-385-45 with Anka Behavioral Health, Inc., for the provision mental health outreach and supportive services at the Don Brown Shelter for homeless and disabled mentally ill adults in East Contra Costa County, for the period from July 1, 2017 through June 30, 2018, which included a six month automatic extension through December 31, 2018.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

Approval of Novation Contract #24-385-46 replaces the automatic extension under the prior contract and will allow the Contractor to continue providing services through June 30, 2019.



BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's homeless mentally-ill adults will experience reduced access to core survival and support services at the Don Brown Shelter in East Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Payments for Services Provided by BHC Fremont Hospital, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount not to exceed \$167,801 to BHC Fremont Hospital, Inc. for the provision of inpatient psychiatric treatment services including diagnostic and therapeutic services and mental health treatment, for the period March 15, 2018 through June 30, 2018.

**FISCAL IMPACT:**

Payment is funded 100% by Mental Health Realignment.

**BACKGROUND:**

In December, 2017, the County Administrator approved and the Purchasing Services Manager executed Contract #24-794-12(1) with BHC Fremont Hospital, Inc. for the period from January 1, 2018 through June 30, 2018 for the provision of inpatient psychiatric treatment services including diagnostic and therapeutic services and mental health treatment.

As requested by the Health Services Department's Behavioral Health Services Division staff, BHC Fremont Hospital, Inc. provided additional inpatient psychiatric treatment services in good faith. The County has therefore determined that BHC Fremont Hospital,

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

BACKGROUND: (CONT'D)

Inc. is entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover reasonable value of those services.

CONSEQUENCE OF NEGATIVE ACTION:

BHC Fremont Hospital, Inc. will not be paid for psychiatric treatment services rendered in good faith.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: November 6, 2018

Subject: Robert Half International, Inc. Contract Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Robert Half International, Inc., effective November 15, 2018, to increase the payment limit by \$628,390 to a new payment limit of \$3,214,615 to provide additional temporary help for technology initiative services and additional personnel and fiscal support and extend the termination from December 31, 2018 to a new term ending June 30, 2019.

**FISCAL IMPACT:**

The funds allocated for this contract are 48% State (\$1,543,015), 42% Federal (1,350,138) and 10% County (\$321,462) in administrative overhead.

**BACKGROUND:**

The Employment and Human Services Department (EHSD) needs additional information technology (IT), personnel, and fiscal management staff on a temporary basis to meet staffing needs while EHSD is actively recruiting to secure permanent IT, personnel, and fiscal professionals.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: V. Kaplan, (925)  
608-4963

cc:

BACKGROUND: (CONT'D)

The original contract with Robert Half International, Inc. was approved by the Board of Supervisors on August 12, 2014 (C.54), in the amount of \$812,425. Contract amendments were approved as follows:

- Board Meeting: July 7, 2015 (C.89) - 1st Amendment approving payment increase of \$751,400 for additional services, for a total payment limit of \$1,563,825.
- Board Meeting: August 9, 2016 (C.26) - 2nd Amendment approving payment increase of \$723,200 for additional services, for a total payment limit of \$2,287,025.
- Board Meeting Date: June 6, 2017 (C.142) - 3rd Amendment approving payment increase of \$232,000 for additional services, for a total payment limit of \$2,519,025. Contract term extended through June 30, 2018.
- Board Meeting Date: May 22, 2018 (C.100) - 4th Amendment approving payment increase of \$67,200 for additional services, for a total payment limit of \$2,586,225. Contract term extended through December 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

EHSD would not be able to meet and/or sustain information technology, personnel, and fiscal support service needs.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #27-818-4 with LaMorinda ENT, Face & Neck Surgery, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-818-4 with LaMorinda ENT, Face & Neck Surgery, Inc., a corporation, in an amount not to exceed \$600,000 to provide otolaryngology services to Contra Costa Health Plan (CCHP) members and county recipients for the period from October 1, 2018 through September 30, 2019.

**FISCAL IMPACT:**

This Contract is funded 100% CCHP Enterprise Funds II. (No rate increase)

**BACKGROUND:**

On October 18, 2016, the Board of Supervisors approved Contract #27-818-3 with Sassan Falsafi, M.D. (dba LaMorinda ENT, Face & Neck Surgery, Inc.), for the provision of otolaryngology services for CCHP members for the period from October 1, 2016 through September 30, 2018.

Approval of Contract #27-818-4 will allow Contractor to continue providing otolaryngology services to CCHP members and county recipients through September 30, 2019.

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary  
925-313-6004

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Individual and Group Health Plan members requiring otolaryngology services will not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #27-954-2 with Philip R. Mill, O.D. & Michael D. Sutton, O.D., Inc., A Professional Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-954-2 with Philip R. Mill, O.D. & Michael D. Sutton, O.D., Inc., A Professional Corporation in an amount not to exceed \$125,000 to provide optometry services to Contra Costa Health Plan (CCHP) members and county recipients, for the period from November 1, 2018 through October 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% CCHP Enterprise Fund II. (No Rate Increase)

**BACKGROUND:**

On September 27, 2016, the Board of Supervisors approved Contract #27-954-1 with Philip R. Mill, O.D. & Michael D. Sutton, O.D., Inc., A Professional Corporation for the provision of optometry services to CCHP members and county recipients for the period from November 1, 2016 through October 31, 2018.

Approval of Contract #27-954-2 will allow Philip R. Mill, O.D. & Michael D. Sutton, O.D., Inc., A Professional Corporation to continue providing optometry services to CCHP members and county recipients through October 31, 2020.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary  
925-313-6004



CONSEQUENCE OF NEGATIVE ACTION:

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #27-825-4 with Parham Gharagozlou, M.D., Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-825-4 with Parham Gharagozlou, M.D., Inc., a professional corporation in an amount not to exceed \$2,000,000 to provide primary care and sleep study services to Contra Costa Health Plan members and county recipients for the period from November 1, 2018 through October 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% Contra Costa Health Plan Enterprise Funds II. (No rate increase)

**BACKGROUND:**

On November 18, 2016, the Board of Supervisors approved Contract #27-825-3 with Parham Gharagozlou, M.D., Inc., for the provision of primary care and sleep study services to Contra Costa Health Plan members and county recipients, for the period from November 1, 2016 through October 31, 2018.

Approval of Contract #27-825-4 will allow Contractor to continue providing primary care and sleep study services through October 31, 2020.

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary  
925-313-6004

CONSEQUENCE OF NEGATIVE ACTION:

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Amendment #27-875-7 with Clarity Software Solutions, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #27-875-7 with Clarity Software Solutions, Inc., a corporation, effective November 1, 2018, to amend Contract #27-875-6 to increase the payment limit by \$218,000, from \$7,500,000 to a new payment limit of \$7,718,000, for additional Contra Costa Health Plan (CCHP) member identification printing services with no change in the term of July 1, 2017 through June 30, 2020.

**FISCAL IMPACT:**

This amendment is funded 100% Contra Costa Health Plan Enterprise Fund II.

**BACKGROUND:**

On June 6, 2017, the Board of Supervisors approved Contract #27-875-6 with Clarity Software Solutions, Inc., for the provision of professional printing, publication, distribution and technical assistance for CCHP member materials, for the period from July 1, 2017 through June 30, 2020.

Approval of Contract Amendment Agreement #27-875-7 will allow the Contractor to provide additional printing services through June 30, 2020.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, new CCHP members requiring membership cards and other related new member materials will not have access to Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #27-791-7 with Verscend Technologies, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-791-7 with Verscend Technologies, Inc., a corporation, in an amount not to exceed \$175,000, to provide a license to use healthcare encounter data software and consultation services for Contra Costa Health Plan for the period from November 1, 2018 through October 31, 2019.

**FISCAL IMPACT:**

This Contract is funded 100% Contra Costa Health Plan Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On December 15, 2015, the Board of Supervisors approved Contract #27-791-5 (as amended by Amendment Agreement #27-791-6) with Verisk Health, Inc., for the provision of consultation and technical assistance with regard to data analysis services for Healthcare Effectiveness Data and Information Set (HEDIS) projects and annual reports for the period from November 1, 2015 through October 31, 2018.

Approval of Contract #27-791-7 will allow Contractor to provide software and consultation services, and to license software to County, through October 31, 2019.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not provide services, and the Contra Costa Health Plan will not be able to meet its contractual and State requirements.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 6, 2018

Subject: Contract Extension with Milliman, Inc. for Actuarial and Consulting Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Milliman, Inc., effective September 30, 2018 to extend the term of the agreement from September 30, 2018 through January 30, 2019.

**FISCAL IMPACT:**

No additional impact is associated with this contract extension. The cost of this contract will be paid out of charges to County departments for Benefits Administration.

**BACKGROUND:**

In August 2013, the County Administrator's Office issued a request for proposals from actuarial consultants to advise the County on strategies for managing its post-employment liabilities, other than pensions ("OPEB"), and complying with the requirements of GASB 43, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, and GASB 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, and Government Code Section 7507 for a period of three to five years.

The County received eight responses to the issuance and a management panel interviewed the top four respondents. Based on those interviews and reference checks, the panel recommended that Milliman, Inc. be contracted to assist the County with meeting the actuarial and accounting requirements of GASB 43/45, Government Code 7507, and with actuarial advice on developing strategies for the ongoing management of

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

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

By: Laura Cassell, Deputy



its OPEB liabilities.

The County's Other Post Employment Benefit liability issue is complex. The liability grew over a period of almost fifty years. The Board of Supervisors has developed a sound strategy to address the obligation and the Board's goals are being achieved. All OPEB reports and materials are available on the County's internet site at:

BACKGROUND: (CONT'D)

<http://ca-contracostacounty.civicplus.com/index.aspx?NID=756>

This contract extension allows for Milliman, Inc. to continue providing services to the County, on an as needed basis, while a request for proposals is prepared and released for a new contract period. This allows county staff to have access to actuarial services that may be needed during this period.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not have an actuary for other-post employment benefits retained.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: November 6, 2018

Subject: Amend Contract with Richmond Community Foundation for SparkPoint Career Center and Volunteer Tax Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Richmond Community Foundation, a California non-profit corporation, to increase the payment limit by \$54,725 to a new payment limit of \$193,619.11, effective November 1, 2018, to provide SparkPoint Career Center and Volunteer Tax Services to low-income Bay Point residents, for the period July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This will increase department expenditures by \$54,725 for total department expenditures \$193,619.11 to be funded California Work Opportunity and Responsibility to Kids (CalWORKs) which is designated 5% County, 21% State, and 74% Federal revenues.

**BACKGROUND:**

Richmond Community Foundation (RCF) was selected from a competitive procurement, Request for Interest (RFI) #641 to provide SparkPoint Career Center and Volunteer Tax Services

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Gina Chenoweth  
8-4961

cc:

**BACKGROUND: (CONT'D)**

in East Contra Costa County. The SparkPoint Career Center (Career Center) provides a multitude of services and support to low-income residents in East Contra Costa County and offers free volunteer tax preparation assistance year-round. Services provided under this Contract are targeted to the Bay Point community.

Additionally, RCF is the East Bay Regional Industry Sector Partnerships Coordinator, facilitating coordination and alignment of East Bay Regional industry sectors, implementation of protocols for data sharing, developing regional industry-focused asset maps, managing shared document systems, managing the East Bay Regional Planning Unit (EBRPU) website, and providing monthly reports to EBRPU.

This amendment ensures RCF has funding to fulfill the identified obligations for the contract term by adding one support staff person with designated responsibilities at the Career Center, acquire a computer, and provide travel reimbursement so RCF can effectively meet contracted obligations.

**CONSEQUENCE OF NEGATIVE ACTION:**

Contra Costa County will not be able to provide the Bay Point community of East County with targeted career and free income tax preparation services.

**CHILDREN'S IMPACT STATEMENT:**

The services provided under this contract support three of the five Contra Costa County community outcomes: (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by providing multitude of services and support to low-income residents in East Contra Costa County and free volunteer tax preparation assistance.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Purchase Order with Hyland Software, Inc. for Software Maintenance Renewal

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Hyland Software, Inc., in an amount not to exceed \$161,586, for annual software maintenance of OnBase Document Management and Image Scanning Software for the period January 1, 2019 through December 31, 2019.

**FISCAL IMPACT:**

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

**BACKGROUND:**

OnBase software maintenance is a critical component of the Health Services Department's Electronic Health Record (EHR) and document management solution. OnBase facilitates the capture, management, archive, storage, and retrieval of electronic and paper documents including all EHR-related reports used by Finance and Patient Accounting, and archived records for other Health Services Divisions including Behavioral Health Services, Contracts and Grants, Contra Costa Health Plan, Environmental Health, and Hazardous Materials. Software support and maintenance services are provided pursuant to the OnBase Information Management System Software Maintenance Agreement dated March 28, 2006, between County and Hyland Software, Inc.

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,  
925-335-8700

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the workflows associated with the above-stated functions would be adversely impacted. Hyland provides real-time OnBase application support to the Health Services Department's Information Technology Unit for ccLink (Epic) scanning, workflow management, and reporting solutions. If that support ceases, the integrity of data from integration of internal scanning and printing hardware interfaced to the EHR application via web services and other interfaces could be compromised. Connectivity failures in any of these areas could potentially result in incorrect or incomplete data capture and management, loss of critical archived data due to inability to perform system functions, and non-compliance with future Epic releases.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #74-503-3 with Mental Health Systems, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-503-3 with Mental Health Systems, Inc., a non-profit corporation, in an amount not to exceed \$2,074,420, to provide assisted outpatient treatment and assertive community treatment for eligible adults in Contra Costa County under the Mental Health Services Act (MHSA) for the period from July 1, 2018 through June 30, 2019. This Contract includes a six-month automatic extension through December 31, 2019 in an amount not to exceed \$1,037,210.

**FISCAL IMPACT:**

This Contract is funded 35% by Federal Medi-Cal and 65% by State Mental Health Services Act.

**BACKGROUND:**

This Contract meets the social needs of County's population by providing MHSA Community Services and Supports Program, including providing community-based services, personal services coordination, medication support, crisis intervention, and other mental health services to eligible adult clients in Contra Costa County.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

BACKGROUND: (CONT'D)

On November 14, 2017, the Board of Supervisors approved Contract #74-503-2 with Mental Health Systems, Inc., for the period of October 1, 2017 through June 30, 2018, which included a six-month automatic extension through December 31, 2018, for the provision of mental health support services to adults in Contra Costa County.

Approval of Contract #74-503-3 will allow contractor to continue to provide services through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer services provided to eligible adult clients in Contra Costa County through the MHSA Community Services and Support Program.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Purchase Order Amendment with IPC, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F02135 with IPC, Inc., (dba IPC, Inc./Gritekram) to increase the payment limit by \$20,000 to a new payment limit of \$119,000 for the purchase of non-latex tourniquet bands for the Clinical Laboratory at the Contra Costa Regional Medical Center (CCRMC), with no change in the original term of November 1, 2015 through December 31, 2018.

**FISCAL IMPACT:**

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

**BACKGROUND:**

IPC, Inc. provides non-latex tourniquet bands for the Clinical Laboratory at CCRMC. CCRMC has utilized this vendor since 2015 and is satisfied with their products. There has been a great increase in patients and therefore in the use of tourniquet bands. CCRMC needs to add funds to the Purchase Order to last until the end of the term.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Purchase Order amendment is not approved, then the CCRMC must look to another vendor to supply non-latex tourniquet bands for the Clinical Laboratory.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5101

cc: Marcy Wilhelm, Margaret Harris



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Purchase Order with IPC, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with IPC Inc., (dba IPC, Inc. /Gritekram), in an amount not to exceed \$120,000 for the purchase of non-latex tourniquet bands for the Clinical Laboratory at the Contra Costa Regional Medical Center (CCRMC), for the period from January 1, 2018 through December 31, 2021.

**FISCAL IMPACT:**

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

**BACKGROUND:**

IPC, Inc. provides non-latex tourniquet bands for the Clinical Laboratory at CCRMC. CCRMC has utilized this vendor since 2015 and is satisfied with their products.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Purchase Order is not approved, then the CCRMC must look to another vendor to supply non-latex tourniquet bands for the Clinical Laboratory.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5101

cc: Marcy Wilhelm, Margaret Harris



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Purchase Order Amendment with Optiv Security, Inc. for Proofpoint software and support

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F009978 with Optiv Security, Inc., to increase the payment limit by \$44,739 to a total of \$304,739, for Proofpoint email protection software and support, with no change in the term of November 8, 2016 through November 7, 2019.

**FISCAL IMPACT:**

100% Hospital Enterprise Fund I budget.

**BACKGROUND:**

Proofpoint email protection software stops malware and non-malware threats such as impostor email. Proofpoint software protects Health Services Department systems and data against advanced threats and compliance risks, and also allows for sending encrypted email for protection of sensitive data. The County is party to an existing General Terms and Conditions agreement signed December 27, 2016 with Proofpoint, Inc. that governs the license and support of the software. The incorporated Product Exhibit contains an indemnity provision that County will indemnify Proofpoint, Inc. for claims or losses arising from County's misuse of the software.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,  
925-335-8700

cc: Marcy Wilhelm, Renee Nunez

BACKGROUND: (CONT'D)

Pursuant to Board Order C.77, approved on December 6, 2016, the Board authorized the Purchasing Agent to execute a Purchase Order with Optiv Security, Inc. for the purchase and support of Proofpoint software, for the period November 8, 2016 through November 7, 2019. Subsequently, Board Order C.74, approved on October 24, 2017, authorized the Purchasing Agent to execute the General Terms and Conditions and Product Exhibit. This Board Order requests the addition of funds thereby increasing the total amount with no change to the term. The additional funds are needed because the County is paying for the software on an annual basis rather than paying for three years up front.

CONSEQUENCE OF NEGATIVE ACTION:

If this Amendment to increase the total amount of the Purchase Order is not approved, the Department will not be able to pay the third year of support, thus will not receive critical software updates.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Purchase Order with Groupware Technology, Inc., for Rubrik Maintenance Support

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Groupware Technology, Inc., in an amount not to exceed \$168,788, for maintenance and support of Rubrik appliances and software for the period from January 3, 2019 through January 30, 2020.

**FISCAL IMPACT:**

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

**BACKGROUND:**

The Health Services Department's Information Technology Unit currently owns Rubrik storage hardware and uses the Rubrik backup system which holds data for the Epic Electronic Health Records (EHR) System. This purchase is for the continued maintenance and support of the backup appliances and support services which allow the division to backup EPIC patient data.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Purchase Order renewal is not approved, it will directly affect EPIC EHR patient data.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/06/2018  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,  
925-335-8700

cc: Marcy Wilhelm, Renee Nunez



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #27-565-20 with DocuStream, Inc.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-565-20 with DocuStream, Inc., a corporation, in an amount not to exceed \$1,075,000, to provide electronic claims processing services, and to license related software to the County, for Contra Costa Health Plan (CCHP) and Behavioral Health Services Division (BHSD) for the period from November 1, 2018 through October 31, 2019.

**FISCAL IMPACT:**

This Contract is funded by 80% CCHP Enterprise Fund II and 20% Mental Health Services Act Funds. (Rate increase)

**BACKGROUND:**

On October 17, 2017, the Board of Supervisors approved Contract #27-565-19 with DocuStream, Inc., for the provision of claims processing services including, scanning, storage encryption and retrieval for the period from November 1, 2017 through October 31, 2018.

Approval of Contract #27-565-20 will allow Contractor to continue to provide claims processing to BHSD and CCHP through October 31, 2019.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP and BHSD will not receive electronic claims processing services from Contractor. Providers may experience delays in payment and the Health Plan may be out of compliance and subject to sanctions and civil penalties per California and Federal law.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Purchase Order with Stryker Sales Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Stryker Sales Corporation in an amount not to exceed \$1,000,000 for the purchase of endoscopic supplies and products for the Operating Room at the Contra Costa Regional Medical Center (CCRMC) and the Contra Costa Health Centers, for the period from September 1, 2018 through August 31, 2020.

**FISCAL IMPACT:**

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

**BACKGROUND:**

Stryker Sales Corporation provides products used to perform endoscopic surgeries at CCRMC. The availability of these products enables providers to perform less costly, non-invasive endoscopic surgeries with a quicker recovery time for patients.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Purchase Order is not approved, the CCRMC will run out of the necessary supplies and no longer be able to provide endoscopic surgery services.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5101

cc: Marcy Wilhelm, Margaret Harris





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #23-639 with IG Insight Global, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-639 with IG Insight Global, Inc., a corporation, in an amount not to exceed \$220,000, to provide management consulting and training in areas of leadership, teamwork and organizational health for the period from June 1, 2018 through May 31, 2019.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

Under Contract #23-639, the Contractor will provide management consulting and training services to the Department's Information Systems (IS) Unit's leadership team in areas of leadership, teamwork and organizational health within the IS Unit, through May 31, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the IS Unit will not have access to Contractor's services.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: 11/06/2018  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson  
925-335-8700



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Amendment #74-419-10 with William E. Berlingieri, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-419-10 with William E. Berlingieri, M.D., an individual, effective November 1, 2018, to amend Contract #74-419-8, (as amended by Contract Amendment Agreement #74-419-9) to increase the payment limit by \$11,520, from \$344,960 to a new payment limit of \$356,480, with no change in the term of January 1, 2018 through December 31, 2018.

**FISCAL IMPACT:**

This Amendment is funded 100% by Mental Health Services Act. (No rate increase)

**BACKGROUND:**

On October 17, 2017, the Board of Supervisors approved Contract #74-419-8 (as amended by Contract Amendment Agreement #74-419-9) with William E. Berlingieri, M.D, for the provision of outpatient psychiatric services to mentally ill adults in West Contra Costa County, including diagnosis, counseling, evaluation, and medical and therapeutic treatment and consulting and training in medical and therapeutic matters for the period from January 1, 2018 through December 31,

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

BACKGROUND: (CONT'D)

2018.

Approval of Contract Amendment Agreement #74-419-10 will allow the Contractor to provide additional outpatient psychiatric services through December 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, additional outpatient psychiatric services will not be provided to patients in West Contra Costa County and will not have access to Contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #77-181 with Man Kong Leung, M.D., Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-181 with Man Kong Leung, M.D., Inc., a Professional Corporation in an amount not to exceed \$300,000 to provide neurology and sleep medicine services for Contra Costa Health Plan (CCHP) members and county recipients for the period from November 1, 2018 through October 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

Under Contract #77-181 the Contractor will provide neurology and sleep medicine services for CCHP members and county recipients through October 31, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

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

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #26-741-8 with Martha D. Newman

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-741-8 with Martha D. Newman, an individual, in an amount not to exceed \$250,000, to provide consultation and technical assistance to Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers related to Public Hospital Redesign and Incentives in Medi-Cal (PRIME) program, quality improvement, and strategic methodology for the period from December 1, 2018 through November 30, 2019.

**FISCAL IMPACT:**

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

**BACKGROUND:**

On November 14, 2017, the Board of Supervisors approved Contract #26-741-7 with Martha D. Newman for the provision of consultation and technical assistance to CCRMC for the development of quality metrics, leadership strategies and educational goals for Delivery System Reform Incentive Payment (DSRIP) Program, for the period from December 1, 2017 through November 30, 2018.

Approval of Contract #26-741-8

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5101

cc: Tasha Scott, Marcy Wilhelm

BACKGROUND: (CONT'D)

will allow the Contractor to continue to provide consultation and technical assistance to CCRMC for PRIME program, quality improvement, and strategic planning and methodology through November 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not have access to Contractor's expertise in quality improvement projects, including the PRIME program.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #77-183 with Shadelands Endovascular, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-183 with Shadelands Endovascular, LLC, a Limited Liability Company, in an amount not to exceed \$700,000 to provide ambulatory surgery center services for Contra Costa Health Plan (CCHP) members and county recipients, for the period from November 1, 2018 through October 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

Under Contract #77-183 the Contractor will provide ambulatory surgery center services for CCHP members and county recipients through October 31, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: 11/06/2018  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #27-824-4 with Arthritis & Rheumatology Medical Associates, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-824-4 with Arthritis & Rheumatology Medical Associates, Inc., a corporation, in an amount not to exceed \$750,000 to provide rheumatology services to Contra Costa Health Plan (CCHP) members and county recipients for the period from November 1, 2018 through October 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On September 27, 2016, the Board of Supervisors approved Contract #27-824-3 with Arthritis and Rheumatology Medical Associates, Inc. (dba Northern California Arthritis Center) to provide rheumatology services to CCHP members and county recipients, for the period from November 1, 2016 through October 31, 2018.

Approval of Contract #27-824-4 will allow the Contractor to continue to provide rheumatology services for the period of November 1, 2018 through October 31, 2020.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004



CONSEQUENCE OF NEGATIVE ACTION:

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #77-187 with Healogics Specialty Physicians of California, PC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-187 with Healogics Specialty Physicians of California, PC, a Professional Corporation, in an amount not to exceed \$250,000 to provide wound care services for Contra Costa Health Plan (CCHP) members and county recipients for the period from November 1, 2018 through October 31, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

Under Contract #77-187 the Contractor will provide wound care services for CCHP members and county recipients through October 31, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: 11/06/2018  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #27-892-4 with Muir Orthopaedic Specialists, Inc., A Medical Group, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-892-4 with Muir Orthopaedic Specialists, A Medical Group, Inc., a corporation, in an amount not to exceed \$4,000,000, to provide orthopedic surgery and physical therapy services to Contra Costa Health Plan (CCHP) members, for the period from November 1, 2018 through October 31, 2019.

**FISCAL IMPACT:**

This Contract is funded 100% CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On November 8, 2016, the Board of Supervisors approved Contract #27-892-3 with Muir Orthopaedic Specialists, A Medical Group, Inc. for the provision of orthopedic surgery services to CCHP members, for the period from November 1, 2016 through October 31, 2018.

Approval of Contract #27-892-4 will allow Contractor to continue providing orthopedic surgery services and include physical therapy services through October 31, 2019.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

cc: Kathleen Cyr, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Contract #77-040-4 with Nazar Aryaei (dba AA Cab Company)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-040-4 with Nazar Aryaei (dba AA Cab Company), a sole proprietor, in an amount not to exceed \$600,000 to provide non-emergency taxicab transportation services for Contra Costa Health Plan (CCHP) members, for the period October 1, 2018 through September 30, 2020.

**FISCAL IMPACT:**

This contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

In October, 2016, the County Administrator approved and the Purchasing Services Manager executed Contract #77-040 (as amended by Administrative Amendment #77-040-1 and Amendment Agreements #77-040-2 and #77-040-3) to provide non-emergency taxicab transportation services for CCHP members for the period October 1, 2016 through September 30, 2018.

Approval of Contract #77-040-4 will allow the Contractor to continue to provide non-emergency taxicab transportation services to CCHP members through September 30, 2020.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

cc: Kathleen Cyr, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, non-emergency taxicab transportation services for CCHP members will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Purchase Order with Optiv Security, Inc. for Extreme Networks, Inc. hardware maintenance

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director (1) an End User License Agreement, and Terms of Support Agreement with Extreme Networks, Inc., including modified indemnification language, and (2) a Purchase Order with Optiv Security, Inc., in an amount not to exceed \$44,144 for renewal of Extreme hardware maintenance services for the period of July 8, 2018 through July 7, 2019.

**FISCAL IMPACT:**

100% Hospital Enterprise Fund I Budget.

**BACKGROUND:**

Health Services Department uses Extreme Networks hardware to handle all network traffic coming into the two data centers in Martinez and Pittsburg. This renewal will cover hardware maintenance of infrastructure equipment responsible for supporting the 24x7 operations of the Contra Costa Regional Medical Center, plus over 50 other clinical and ancillary sites dependent upon reliable network accessibility of the Epic Electronic Medical Records (EMR) system platform. Optiv is Extreme's authorized third-party reseller. The Terms of Support Agreement requires the County to comply with international export requirements with respect to the licensed materials, and to indemnify Extreme Networks, Inc., for any violation of such laws by County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,  
925-335-8700

CONSEQUENCE OF NEGATIVE ACTION:

Failure to maintain support for this equipment increases the risk of an unexpected failure, and possibly an extended outage. This could impact productivity at some locations including patient care at the hospital and health clinic locations.





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Purchase Order with the Sourcing Group, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with The Sourcing Group, LLC, in an amount not to exceed \$800,000 for the purchase of medical and other forms for the Contra Costa Regional Medical Center (CCRMC) and the Contra Costa Health Centers, for the period from November 1, 2018 through October 31, 2020.

**FISCAL IMPACT:**

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

**BACKGROUND:**

The Sourcing Group, LLC provides the Health Services Department with all forms both medical and other forms. Contra Costa County has utilized The Sourcing Group, LLC (previously known as Tully-Wihr) since 1998 for management and storage of stock forms, printing of specialty forms, delivery and on-line tracking and ordering of all forms.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Purchase Order is not approved, we will not be able to provide the staff at CCRMC and the Contra Costa Health Centers with the forms needed for handling County business and patient care.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5101

cc: Patty Derose, Marcy Wilhelm



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 6, 2018

Subject: Purchase Order and Master Subscription Agreement with Skuid, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Administrator's Office, to execute (1) a Purchase Order with Skuid, Inc. in an amount not to exceed \$9,622.80 for the purchase of software application services for the AB 109 Community Programs, for the period from October 8, 2018 through October 7, 2019, and (2) a Master Subscription Agreement with Skuid, Inc., including modified indemnification language. (100% AB 109 Public Safety Realignment)

**FISCAL IMPACT:**

The cost of the subscription and licenses for the year is \$9,622.80. 100% AB 109 Public Safety Realignment funded.

**BACKGROUND:**

Skuid is integral to our reentry system database, called SAFE, and functions via the Salesforce product. In other words, our SAFE database functions through Salesforce

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: Laura Cassell, Deputy

Contact: L. DeLaney,  
925-335-1097

cc:

BACKGROUND: (CONT'D)

and Skuid. Skuid provides the advanced user interface features that lay on top of the base Salesforce database. These features are required for our partners' use of SAFE. Further, the Skuid application will be required for the changes to SAFE for the Prop 47-funded CoCo Lead+ program enhancements.

Under the Master Subscription Agreement, the County is obligated to indemnify Skuid, Inc. for losses arising out of the content of County data used in the application or breach of the Master Subscription Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Without this purchase order and Master Subscription Agreement, the County would not be able to utilize Skuid that provides the cloud application platform that interfaces with the Salesforce database, SAFE, developed for the reentry system.



Contra  
Costa  
County

To: Contra Costa County Housing Authority Board of Commissioners  
From: Joseph Villarreal, Housing Authority  
Date: November 6, 2018

Subject: AWARD OF CONSTRUCTION CONTRACT FOR ROOF AND HVAC REPLACEMENT PROJECT, 2870 HOWE ROAD, MARTINEZ (MASTER AGREEMENT 14-5903)

---

**RECOMMENDATIONS**

- (1) **APPROVE** plans, specifications, and design for the Roof and HVAC Replacement Project, 2870 Howe Road, Martinez ([insert contract number]).
  
- (2) **APPROVE** the above project and take related actions under the California Environmental Quality Act (CEQA).
  
- (3) **DETERMINE** the project is a CEQA ministerial exemption, pursuant to Section 21080(b)(1) of the Public Resources Code and Article 18, Section 15268 of the CEQA Guidelines.
  
- (4) **AWARD** the construction contract for the above project to Garland/DBS, Inc. ("Garland") in the amounts listed in Garland's proposal (\$749,459 total, including Add Alt 1 and Add Alt 2) and **DIRECT** that Garland shall present two good and sufficient surety bonds contractor shall present two good and sufficient surety bonds (performance and payment) in the amount of \$749,459 each and that the Executive Director, or designee, shall prepare the contract.

---

Action of Board On: 11/06/2018  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF COMMISSIONERS**

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

ATTESTED: November 6, 2018  
Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

## RECOMMENDATIONS (CONT'D)

(5) **AUTHORIZE** the Executive Director, or designee, to approve construction change orders, as needed, up to a maximum total of 10% (\$74,946), which is in addition to the contract award amount.

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

(7) **ORDER** that the Executive 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 HACCC to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

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

(9) **DELEGATE**, pursuant to Labor Code Section 6705, to the Executive Director, or to any registered civil or structural engineer employed by HACCC, 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.

(10) **DIRECT** the County Director of Conservation and Development to file a Notice of Exemption with the County Clerk and **AUTHORIZE** the Executive Director, or designee to arrange for payment of a \$25 fee to Conservation and Development for processing and a \$50 fee to the County Clerk for filing the Notice of Exemption.

## BACKGROUND

For the past two years, the Section 8 Office Building, located at 2870 Howe Road in Martinez, has been experiencing roof leaks and HVAC problems. The roof leaks, which have been increasing in frequency and severity, have been temporarily addressed with patching and other repairs. However, the roofing and the HVAC units installed on the roof are both at the end of their useful lives and require permanent replacement. In addition, there is dry rot damage underneath the roofing that is in need of prompt repair.

Starting with drawings and specifications developed by staff, HACCC solicited a quote for the roof and HVAC replacement work from Garland/DBS, Inc. (Garland), piggy-backing off of an existing Master Intergovernmental Cooperative Purchasing Agreement between Garland and Cobb County, GA and U.S. Communities (MICPA #14-5903). On September 27, 2018, Garland submitted a proposal to perform the roof and HVAC replacement project for \$749,459, which includes Add Alt 1 (provide mechanical and structural engineering) and Add Alt 2 (install split-system heat pump in upstairs office). Staff has reviewed the bid price, which reflects the same pricing as the Master Agreement, and is satisfied it is a reasonable price for the substantial work involved. As a part of their proposal, Garland also submitted drawings, specifications, details, and reports prepared by qualified engineers and other experts detailing the requirements for the roof and HVAC replacement project.

To enable the roof and HVAC replacement project to be completed this construction season before the rainy season shuts down construction, the Executive Director recommends that the Board take the following actions:

- (1) Approve the project design, plans, and specifications, which approval will give design immunity to the Housing Authority.
- (2) Determine that the roof and HVAC replacement project qualifies as a ministerial exemption under Section 21080(b)(1) of the Public Resources Code and Article 18, Section 15268 of the Guidelines for the California Environmental Quality Act (CEQA). See the Notice of Exemption attached to this Board order.
- (3) Award the construction contract for the above project to Garland for \$749,459, direct the Executive Director to prepare the contract, and authorize the Executive Director to sign the contract following his review and approval of the signed contract, bonds, and insurance from Garland.
- (4) Take the additional related actions listed in the Recommended Actions above.

FISCAL IMPACT

The construction contract will be funded 100% by HUD.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board not award the construction contract, as recommended, the roofing and HVAC equipment at 2870 Howe Road, Martinez will remain in marginal condition, with the potential for additional leakage and damage, employee discomfort, and interference with HACCC operations during the upcoming rainy season.

CLERK'S ADDENDUM

***RELISTED to November 13, 2018.***

ATTACHMENTS

CEQA NOE

**CALIFORNIA ENVIRONMENTAL QUALITY ACT  
Notice of Exemption**

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

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

County Clerk  
County of: Contra Costa

**Project Title:** Roof and HVAC Replacement Project, 2870 Howe Road, Martinez

**Project Applicant:** Housing Authority of the County of Contra Costa

**Project Location:** 2870 Howe Road, Martinez, CA -94553

**Project Location:** County: Contra Costa

**Assessors Parcel Number:** 376-090-020

**Description of Nature, Purpose and Beneficiaries of Project:**

- The project consists of roofing and HVAC replacement work, at an administrative building owned by the Housing Authority. Financing for the project is supplied by the Housing Authority.
- The purpose of the project is replace deteriorated roofing and HVAC equipment as required to allow continued occupancy and use of the building.
- The beneficiary of the project is the property owner, Housing Authority of the County of Contra Costa.

**Name of Public Agency Approving Project:**

Department of Conservation and Development

**Name of Person or Agency Carrying Out Project:**

Housing Authority of Contra Costa County

**Exempt Status:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Ministerial Project (Sec. 21080(b) (1); 15268(a); | <input type="checkbox"/> Categorical Exemption,        |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a));             | <input type="checkbox"/> Other Statutory Exemption     |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269(b)(c));           | <input type="checkbox"/> General Rule of Applicability |

**Reasons why project is exempt:** This project is exempt from CEQA as determined by the Department of Conservation and Development for it is a ministerial action on the fact that it does not include any discretionary analysis, and it requires to be compliant with all of the County adopted Building Codes/regulations and only requires the issuance of miscellaneous building/electrical permits.

**Lead Agency Contact Person:** Telma B. Moreira

**Area Code/Telephone/Extension:** 925-674-7783

If filed by applicant:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency  Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Applicant:**

Robert Moore  
Housing Authority of the  
County of Contra Costa  
3133 Estudillo Street  
Martinez, CA 94553

**Department of Fish and Game Fees Due**

EIR - \$3,029.75

Total Due: \$ \_\_\_\_\_

Neg. Dec. - \$2,181.25

Total Paid \$ \_\_\_\_\_

DeMinimis Findings - \$0

County Clerk - \$50

Receipt#:

Conservation & Development - \$25



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Matt Slattengren  
Date: November 6, 2018

Subject: 2017 Annual Crop Report for Contra Costa County Department of Agriculture

---

**RECOMMENDATION(S):**

APPROVE the 2017 Annual Crop Report and AUTHORIZE the Agricultural Commissioner, or designee, to submit the publication to the California Department of Food and Agriculture (CDFA).

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

Section 2272 and 2279 of the California Food and Agricultural Code requires the County Agricultural Commissioner to submit an annual report to the State Secretary of the CDFA. Data in this report is to be collected and prepared in a manner that will provide the most reliable and accurate estimates of acreage, yield, production, and value. The material is to be presented in a uniform manner, so reports across counties are comparable and of the maximum value to the CDFA.

The report provides core agricultural statically data and programmatic information. It includes information about what is being done to eradicate, control, or manage pests. It contains information about the many sources of food production in the County, including commercial and small-scale diversified farms,

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: 608-6600

cc:



BACKGROUND: (CONT'D)

community and school gardens, nurseries, and livestock production. The report details the work being completed by Weights and Measures staff, and what Agriculture staff does to support a robust agricultural industry.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would delay or prevent filing the required county crop report. This would cause a breach in the Memorandum of Understanding between the CDFA, and the California Agricultural Commissioners and Sealers Association.

ATTACHMENTS

2017 Crop Report



# CONTRA COSTA COUNTY AGRICULTURAL CROP REPORT & 2019 CALENDAR

# 2017





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# Staff

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Pest Exclusion & Canine Teams	Dec 25

**Agricultural Commissioner / Director of Weights & Measures**  
Humberto Izquierdo

**Assistant Agricultural Commissioner / Sealer**  
Matt Slattengren

**Deputy Agricultural Commissioners / Sealers**  
Beth Slate, Larry Yost, Gill Rocha

**Agricultural Biologists**  
Simone Ackermann, Karen Adler, Keri Brumfield,  
Ralph Fonseca, Ivan Godwyn, Abdoulaye Niang,  
Lucas Pattie, Wil Schaub, Cecilie Siegel, Greg Spurlock,  
Jorge Vargas, Janessa Walters

**Weights & Measures Inspectors**  
Gabriel Adebote, Christine Buelna, Patrick Bowen,  
Ngozi Egbuna, Harmeet Gill, Chris Michaels

**Agricultural & Standards Aides**  
David Hallinan, Karin Linnen, Shannon Smith

**Administrative Support**  
Roxann Crosby, Stephanna Hidalgo

**Information Technology Support**  
Susan Wright

**Pest Detection, Pest Management, and Glassy-Winged  
Sharpshooter Staff**  
Danilo Angcla, Amanda Crosby, Barry Dagenbach,  
Ana De Abreu, Barbara Glenn, Warren Kawamoto,  
John Luzar, Rick Mata, Linda Mazur, Kerry Motts,  
Connor Nitsos, Eldren Prieto, Sarah Ratto, Rhyan  
Roseman, Daniel Sinz, Lindsay Skidmore, Wendy  
Winter, Tom Wright, Oscar Zaldua

**Pest Quarantine Detector Canine**  
Conan Siegel

**Contra Costa County**  
**Department of Agriculture/Weights & Measures**  
2380 Bisso Lane, Concord, CA 94520 Tel. (925) 608-6600  
<http://www.co.contra-costa.ca.us/1542/Agriculture-Weights-Measures>  
email: [AgCommissioner@ag.cccounty.us](mailto:AgCommissioner@ag.cccounty.us)



# Agricultural Commissioner and Sealer's Letter

Karen Ross, Secretary  
California Department of Food and Agriculture and  
The Honorable Board of Supervisors of Contra Costa County

Contra  
Costa  
County

I am pleased to submit the 2017 Agricultural Crop Report for Contra Costa County in accordance with the provisions of Section 2272 and 2279 of the California Food and Agricultural Code.

The total gross value of agricultural crops in 2017 was \$120,441,000 which is a decrease of \$7,615,000 or 6% from 2016. In general, demand and prices have remained strong for agricultural crops in Contra Costa County.

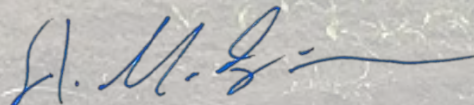
Crop values vary from year to year due to factors such as production, weather, and market conditions. Some notable changes include a 31% increase in nursery product value and a significant decrease of 43% of field crop values. Livestock and livestock product values remained largely unchanged with a small increase in production values of almost \$1,000,000. Approximately 2.5% or 4,861 acres of the total cultivated acreage was farmed organically on 15 farms.

Several crop categories exceeded one million dollars in value. These categories in decreasing order include cattle and calves, tomatoes, sweet corn, grapes, miscellaneous vegetables, cherries, rangeland, walnuts, irrigated pasture, field corn, peaches and alfalfa hay.

It should be emphasized that the values stated in this report are gross receipts and do not include the cost of production, transportation, or marketing of the products. The economic benefit of agricultural production is generally thought to be about three times the gross production value.

I truly appreciate the agricultural producers and organizations that shared information and supported our efforts in completing this report. Special recognition goes to all of the staff who assisted in compiling this information to make this report possible.

Respectfully Submitted,



Humberto Izquierdo  
Agricultural Commissioner  
Sealer of Weights and Measures





# Mission Statement

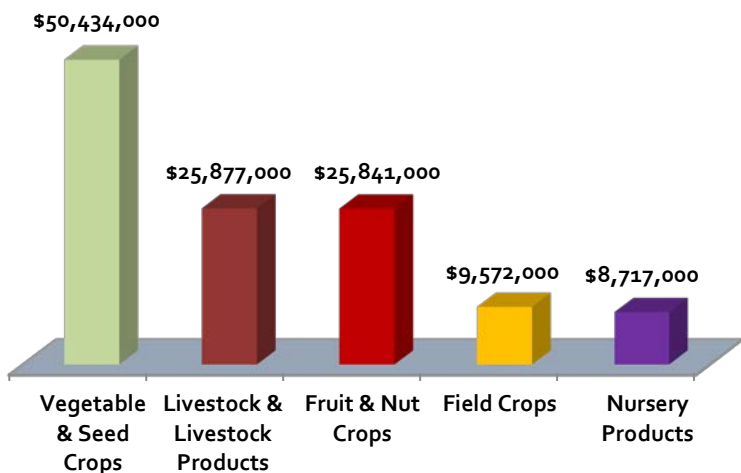
The Contra Costa County Department of Agriculture, under the direction of the California Department of Food and Agriculture, Department of Pesticide Regulation, and Division of Measurement Standards, is responsible for conducting regulatory and service activities pertaining to the agricultural industry and the consumers of our County. The primary goal of this office is to promote and protect agriculture while safeguarding the public and the environment. Our work as County Weights and Measures officials in the community ensures a safe place to live and a fair marketplace for trade.



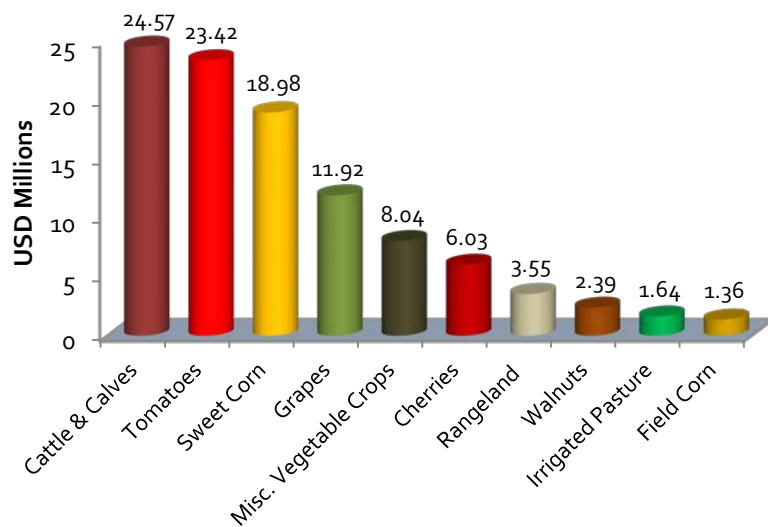
# January 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 New Year's Day	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 Martin Luther King Jr. Day	22	23	24	25	26
27	28	29	30	31		

Gross Production Values by Category



Leading Crops







# February 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		



## Production Summary

Category	Gross Value		Change in Gross Value	Total Cultivated Acreage		Change in Acreage	Ranking	
	2017	2016	%	2017	2016	%	2017	2016
Vegetable & Seed Crops	\$50,434,000	\$53,908,000	-6	9,161	8,977	2	1	1
Livestock & Livestock Products	\$25,877,000	\$24,981,000	4	n/a	n/a	n/a	2	3
Fruit & Nut Crops	\$25,841,000	\$25,673,000	1	4,234	4,183	1	3	2
Field Crops	\$9,572,000	\$16,845,000	-43	185,993	197,405	-6	4	4
Nursery Products	\$8,717,000	\$6,649,000	31	23	21	10	5	5
<b>Total</b>	<b>\$120,441,000</b>	<b>128,056,000</b>	<b>-6</b>	<b>199,411</b>	<b>210,586</b>			







# March 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



## Vegetable & Seed Crops

Crop	Year	Harvested Acreage	Production Per Acre	Tons Harvested	Value Per Ton	Total Value <sup>1</sup>
Tomatoes <sup>2</sup>	2017	4,512	46.39 tons	209,300	various	\$23,415,000
	2016	3,520	48.01 tons	169,000		\$19,987,000
Sweet Corn	2017	3,500	10.70 tons	37,500	\$506	\$18,975,000
	2016	4,026	11.00 tons	44,300	\$525	\$23,258,000
Misc. <sup>3</sup>	2017	1,149	various	various	various	\$8,044,000
	2016	1,431				\$10,663,000
Total	2017	9,161				\$50,434,000
	2016	8,977				\$53,908,000

<sup>1</sup> Values represent rounded estimates based on data collected from producers, experts, and literature.

<sup>2</sup> Includes fresh and processing tomatoes.

<sup>3</sup> Includes asparagus, artichokes, beans, beets, broccoli, cabbage, cardoon, carrots, cauliflower, cucumbers, eggplant, garlic, ginseng, kohlrabi, lettuce, okra, onions, greens, herbs, melons, mushrooms, peas, peppers, potatoes, pumpkins, radishes, squash, and wheat grass.







# April 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				



## Livestock & Livestock Products

Commodity	Year	Number of Head	Total Live Weight	Value Per CWT	Total Value <sup>1</sup>
Cattle & Calves	2017	22,289	185,053 lbs.	\$133	\$24,572,000
	2016	19,257	169,134 lbs	\$138	\$23,267,000
Apiary Products <sup>2</sup>	2017	n/a	n/a	n/a	\$424,000
	2016	n/a	n/a	n/a	\$414,000
Misc. Livestock <sup>3</sup>	2017	n/a	n/a	n/a	\$881,000
	2016	n/a	n/a	n/a	\$1,300,000
Total	2017				\$25,877,000
	2016				\$24,981,000

<sup>1</sup> Values represent rounded estimates based on data collected from producers, experts and literature.

<sup>2</sup> Includes honey, wax and pollination.

<sup>3</sup> Includes chickens, ducks, emus, goats, hogs, llamas, ostriches, pigs, rabbits, sheep, turkeys, milk, wool and eggs.







Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 Memorial Day	28	29	30	31	

## Asparagus in Contra Costa County

Asparagus has a long history in Contra Costa County. It was first planted in the 1850's in the San Joaquin Delta region of California, where it flourished in the peat soils. This relatively salt tolerant crop grows well when there is a high water table and soil rich in organic matter. The earliest county crop report of 1939 stated an asparagus cultivation area of 7,100 acres.

Harvesting and packing asparagus, which produces spears between February and May, are very labor intensive. Asparagus is capable of growing three to six inches on a warm day, and produces market-ready spears in a 24-hour period. During the prime growth season, workers must hand-harvest the asparagus every day for market.

The decline of the asparagus industry in California is closely tied to the high harvest and post-harvest labor requirements. About 75% of the cost of asparagus production is due to labor costs<sup>1</sup>. Rising wage requirements, combined with an overall shortage of farm workers, have made it difficult to hire workers able to harvest and pack the asparagus. At the same time, changing market forces have led to an influx of cheap imported asparagus. In the past, the US applied a 25% tariff on imported asparagus between February and June, which protected the California asparagus industry from cheaper asparagus grown in countries with lower labor costs. The loss of this protection, combined with rising labor costs, have resulted in an increase in imported asparagus from 10.8% of US consumption in 1980 to 91.2% in 2015<sup>1</sup>.

Today, there is one asparagus grower left in Contra Costa County who sells solely at the Certified Farmers' Markets. While the total acreage in asparagus production has dwindled to less than fifty acres, those lucky enough to find the asparagus at their local Farmers' Market can still taste the fresh asparagus once common to the Delta region.

<sup>1</sup> Satran, J. (2015). Most of your asparagus comes from abroad these days. Here's why. *Huffington Post*. Retrieved from [https://www.huffingtonpost.com/2015/04/10/asparagus-farms-california\\_n\\_7029836.html](https://www.huffingtonpost.com/2015/04/10/asparagus-farms-california_n_7029836.html)

<sup>1</sup> Burfield, T. (2017). The continuing decline of U.S. asparagus. *The Packer*. Retrieved from <https://www.thepacker.com/article/continuing-decline-us-asparagus>





# June 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## U-Pick Farms



<http://harvest4you.com>



5 Star Cherries – Enos Family	Cherries	Mangini Farms	Cherries
Annie's Happy Farm	Apricots, Cherries, Peaches, etc.	McKinney Farms	Nectarines, Peaches
Bacchini's Fruit Tree	Apricots, Cherries, Peaches, etc.	Mike's U-Pick	Apricots, Cherries, Nectarines, Peaches
Berry Best Farm	Blackberries, Strawberries	Moffatt Ranch	Nectarines, Peaches
Bloomfield Cherries	Cherries	Nunn Better Farms	Cherries
Canciamilla Ranch	Nectarines, Peaches, Plums	Orchard & Vine	Cherries
Chan's Fruit Stand	Blackberries, Strawberries	Papa's U-Pick Cherries	Cherries
Chavez U-Pick Cherries	Cherries	Papini Family Orchards	Cherries
Cherry Time	Cherries	Pease Ranch	Blackberries, Cherries
DC's Extraordinary Cherries	Cherries	Peterwolfe.com	Peaches
De Jesus Ranch	Cherries	Pomeroy Farm	Apricots, Cherries, Nectarines, Peaches
Farmer John's Cherry Farm	Cherries	Rancho Zaragoza	Apricots, Nectarines, Peaches, etc.
Freitas Ranch Cherries	Cherries	RC U-Pick Cherries	Cherries
G & S Farms	Cherries	Salvador Family Farm	Cherries
Gursky Ranch County Store	Pomegranates, Walnuts	Seko Ranch Cherries	Cherries
Heritage Family Farm	Blue + Black Berries, Cherries	Smith Family Farm	Apricots, Nectarines, Peaches, Plums, etc
Kelsey Cherry Pickin' Farm	Cherries	Stoney Family Farms	Cherries
Laird Ranch	Cherries	The Farmer's Daughter	Apples, Apricots, Nectarines, Peaches
Lopez Ranch	Cherries	The Stand at Knightsen	Apricots
Maggiore Cherry Ranch	Cherries	Vornhagen Farms	Cherries
Maggiore Ranches	Cherries	Wolfe Ranch Cherries	Cherries







# July 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 Independence Day	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## Certified Farmers' Markets (CFM)

In 2017, Contra Costa County Agricultural Department certified 22 farmers' markets, issued 60 Contra Costa Certified Producer's Certificates, and conducted 99 market inspections.



### Currently operating Farmers' Markets in Contra Costa County:

CFM Name / Location	Day	CFM Name / Location	Day
Alamo	Sun	Oakley	Sat
Antioch Kaiser	Thu	Orinda	Sat
Brentwood	Sat	Pinole	Sat
Clayton	Sat	Pittsburg	Sat
Concord	Tue + Thu	Pleasant Hill	Tue
Danville	Sat	Richmond	Fri
Diablo Valley Shadelands	Sat	Rossmoor	Fri
El Cerrito	Tue + Sat	San Ramon Bishop Ranch 2	Sat
Kensington	Sun	San Ramon Bishop Ranch 3	Thu
Martinez	Sun	Walnut Creek Kaiser	Tue
Moraga	Sun	Walnut Creek	Sun







# August 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## Fruit & Nut Crops

Crop	Year	Harvested Acreage	Production Per Acre	Harvested Tons	Value Per Ton	Total Value <sup>1</sup>
Apricots	2017	125	2.85 tons	356	\$3,206	\$1,141,000
	2016	101	5.15 tons	520	\$2,063	\$1,073,000
Cherries	2017	566	2.99 tons	1,680	\$3,591	\$6,033,000
	2016	580	1.48 tons	858	\$4,660	\$3,998,000
Grapes	2017	2,545	5.05 tons	12,900	\$924	\$11,920,000
	2016	2,499	5.05 tons	12,600	\$1,096	\$13,810,000
Nectarines	2017	27	5.28 tons	143	\$2,835	\$405,000
	2016	31	5.73 tons	176	\$2,712	\$483,000
Olives	2017	174	2.50 tons	435	\$885	\$385,000
	2016	158	2.13 tons	337	\$876	\$295,000
Peaches	2017	101	4.57 tons	463	\$2,652	\$1,228,000
	2016	125	5.88 tons	735	\$2,491	\$1,831,000
Plums & Pluots	2017	42	4.92 tons	207	\$2,326	\$481,000
	2016	38	5.46 tons	207	\$3,234	\$669,000
Walnuts	2017	474	1.93 tons	915	\$2,610	\$2,388,000
	2016	450	2.28 tons	1,030	\$1,776	\$1,829,000
Miscellaneous <sup>2</sup>	2017	184	various	various	various	\$1,860,000
	2016	201				\$1,685,000
Total	2017	4,234				\$25,841,000
	2016	4,183				\$25,673,000

<sup>1</sup> Values represent rounded estimates based on data collected from producers, experts, and the literature.

<sup>2</sup> Includes almonds, apples, apriums, Asian pears, berries, citrus, figs, melons, pears, pecans, persimmons, pistachios, prunes, pomegranates, quinces and strawberries.





# September 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Labor Day	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## Field Crops

Crop	Year	Harvested Acreage	Production Per Acre	Tons Harvested	Unit	Value Per Unit	Total Value <sup>1</sup>
Alfalfa Hay	2017	1,774	3.75	6,650	Ton	\$167.51	\$1,114,000
	2016	1,909	4.16	7,940		\$155.70	\$1,236,000
Cereal Hay	2017	1,542	2.42	3,730	Ton	\$103.00	\$384,000
	2016	2,917	4.54	13,200		\$55.38	\$731,000
Field Corn	2017	2,781	3.16	8,790	Ton	\$155.15	\$1,364,000
	2016	7,408	3.92	29,000		\$153.55	\$4,453,000
Irrigated Pasture	2017	5,450	n/a	n/a	Acre	\$300.00	\$1,635,000
	2016	5,450				\$300.00	\$1,635,000
Rangeland	2017	169,000	n/a	n/a	Acre	\$21.00	\$3,549,000
	2016	169,000				\$21.00	\$3,549,000
Wheat	2017	2,943	1.35	3,970	Ton	\$152.38	\$605,000
	2016	3,063	2.06	6,310		\$183.68	\$1,159,000
Misc. <sup>2</sup>	2017	2,503	various	various	var.	various	\$921,000
	2016	7,658				various	\$4,082,000
Total	2017	185,993					\$9,572,000
	2016	197,405					\$16,845,000



<sup>1</sup> Values represent rounded estimates based on data collected from producers, experts, and literature.

<sup>2</sup> Includes barley, corn silage, forage hay, hay (wild), rye, safflower, silage, straw, Sudan grass, and sorghum.







# October 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



## Nursery Production

Commodity	Year	Greenhouse Production	Field Production	Total Value <sup>1</sup>
Flowers & Foliage	2017	n/a	n/a	n/a
	2016	26,000 sq.ft.	n/a	\$20,000
Nursery Products <sup>2</sup>	2017	49,300 sq.ft.	23.0 acres	\$8,717,000
	2016	39,725 sq.ft.	21.0 acres	\$6,629,000
Total	2017			\$8,717,000
	2016			\$6,649,000

<sup>1</sup> Values represent rounded estimates based on data collected from producers, experts and literature.

<sup>2</sup> Includes Christmas Trees, Cactus, Ground Covers, Propagative Materials, Ornamental Trees & Shrubs, Fruit Trees, Cut Flowers.





# November 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11 Veterans Day	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
				Thanksgiving Day		



## Pest Detection

Insect Pest	Total No. of Traps	Total Trap Servicing	Insect Pest	Total No. of Traps	Total Trap Servicing
Asian Citrus Psyllid	855	4,570	Japanese Beetle	704	4,834
General Fruit Fly	885	27,419	Mediterranean Fruit Fly	853	13,426
Glassy-Winged Sharpshooter	818	14,201	Melon Fly	836	10,097
Gypsy Moth	703	5,010	Oriental Fruit Fly	913	14,349







# December 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25 Christmas Day	26	27	28
29	30	31 New Year's Eve				



## Pest Exclusion

Post Office/UPS/FedEx – Package Inspections	5,405
Truck Shipment Inspections from within California	1,867
Truck Shipment Inspections from other States	173
Household Goods Inspections for Gypsy Moth	68
Non-native Pest Interceptions	12
Canine Detection Non-native Pest Interceptions <sup>1</sup>	231
Quarantine Pest, Certification and Markings Rejections	123

<sup>1</sup> Interceptions in Contra Costa, San Joaquin, Santa Clara, and Yolo Counties



## Pest Management

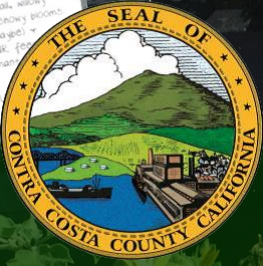
Weed Pest	Sites Surveyed	Acres Treated	Acres Surveyed	Control Method
Artichoke Thistle	44	45.5	41,714	Chemical
Purple Starthistle	19	5.8	2,539	Chemical







<http://www.co.contra-costa.ca.us/1542/Agriculture-Weights-Measures>



# CONTRA COSTA COUNTY Department of Agriculture Weights & Measures

2380 Bisso Ln, Concord, CA 94520 TEL (925) 608-6600 FAX (925) 608-6620







**Contra  
Costa  
County**

To: Board of Supervisors  
From: Russell Watts, Treasurer-Tax Collector  
Date: November 6, 2018

Subject: ADOPT Resolution No. 2018/551 implementing Revenue and Taxation Code section 5105 in the County for property tax refunds

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/551 implementing Revenue and Taxation Code section 5105 in the County for all property tax refunds that are not based on an underlying application for changed assessment, authorizing the Auditor-Controller to issue property tax refunds under five thousand dollars (\$5,000) without a claim for refund in such cases, when there has been no transfer of the property during or since the fiscal year for which the taxes subject to refund were levied.

**FISCAL IMPACT:**

Adoption of the resolution is intended to reduce administrative costs required to process property tax refunds of less than \$5,000, but may result in an increase in refunds.

**BACKGROUND:**

It is not uncommon for property tax payments to be duplicated or overpaid by a homeowner and/or lender, especially when an impound account exists. Property taxes are also sometimes overpaid because of a reduction in the assessed value of a property, or the special taxes

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Brice Bins, (925)  
957-2848

cc:

BACKGROUND: (CONT'D)

or levies relating to the property after a property tax bill has been paid. In such cases, a property tax refund may be appropriate.

Property tax law generally requires that a refund only be made pursuant to a claim for refund. Senate Bill 1246, which adds Revenue and Taxation Code section 5105, effective January 1, 2019, allows refunds of under \$5,000 to be issued without a claim for refund where there has been no transfer of the property during or since the fiscal year for which the taxes subject to the refund were levied. The board of supervisors of a county must adopt a resolution to implement the provisions of Section 5105.

Adoption of the Resolution will implement Revenue and Taxation Code section 5105 in the County, except where the refund of property taxes is connected with an underlying application for changed assessment. In such cases, claim for refund must be filed before property taxes may be refunded.

By streamlining the property tax refund process, implementation of Section 5105 allows the Auditor-Controller and the Treasurer-Tax Collector to expedite property tax refunds to taxpayers.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to take the recommended action will prevent the County from recognizing the processing efficiencies that may be achieved through this new law.

AGENDA ATTACHMENTS

Resolution No. 2018/551

MINUTES ATTACHMENTS

Signed Resolution No. 2018/551





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

Adopted this Resolution on 11/06/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text" value="/"/>	
<b>ABSENT:</b>	<input type="text" value="/"/>	
<b>ABSTAIN:</b>	<input type="text" value="/"/>	
<b>RECUSE:</b>	<input type="text" value="/"/>	



**Resolution No. 2018/551**

IN THE MATTER OF issuing refunds of property taxes paid without a claim for refund in certain circumstances.

The Board of Supervisors of Contra Costa County RESOLVES THAT:

WHEREAS:

- A. Currently, property tax law generally requires that a refund of property taxes or assessments be made pursuant to a verified claim for refund.
- B. Senate Bill 1246 (2018) adds Section 5105 to the Revenue and Taxation Code, which allows the board of supervisors of a county to implement its provisions by adopting a resolution or ordinance.
- C. Under Revenue and Taxation Code section 5105, a county auditor may issue a refund of property taxes or assessments without a verified claim for refund if there has been no transfer of the property in the fiscal year that the taxes were levied and if the refund amount is less than \$5,000.

NOW THEREFORE, BE IT RESOLVED:

The Board hereby resolves to implement Revenue and Taxation Code section 5105 in the County for property tax refunds that are not based on an underlying application for changed assessment, effective January 1, 2019. The Auditor-Controller is authorized to issue a refund of property taxes or assessments in an amount less than \$5,000 without a verified claim for refund if there has been no transfer of the property in the fiscal year that the taxes were levied and the refund is not connected to an underlying application for changed assessment.

I hereby certify that this 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: Brice Bins, (925) 957-2848

**ATTESTED: November 6, 2018**  
David J. Twa, County Administrator and Clerk of the Board of Supervisors

*June McHuen*  
By: June McHuen, Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Acknowledge termination of Contract #74-479-5 with David R. Ruecker

---

**RECOMMENDATION(S):**

ACKNOWLEDGE receipt of notice from David R. Ruecker, an individual, requesting termination of Contract #74-479-5, as amended by Amendment Agreement #74-479-6, effective at the end of day on September 30, 2018, for provision of outpatient psychiatric care for Seriously Emotionally Disturbed (SED) children and adolescents in Central Contra Costa County.

**FISCAL IMPACT:**

This Contract was funded by 50% Federal Medi-Cal and 50% Mental Health Realignment.

**BACKGROUND:**

On May 1, 2018, the Board of Supervisors approved Contract #74-479-5, as amended by Amendment Agreement #74-479-6, with David R. Ruecker, for the provision of outpatient psychiatric care for SED children and adolescents in Central Contra Costa County for the period from May 1, 2018 through April 30, 2019

The purpose of this Board Order is to advise the Board of Supervisors that the Contractor has provided the Department with a 30-day notice to terminate Contract #74-479-5, as amended by Amendment Agreement #74-479-6, in accordance with General Conditions, Paragraph 5. (Termination and Cancellation) of the Contract.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Matthew White, M.D.,  
925-957-5201



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: November 6, 2018

Subject: 2017 ANNUAL REPORT FROM THE BETHEL ISLAND MUNICIPAL ADVISORY COUNCIL

---

**RECOMMENDATION(S):**

RECEIVE and ACCEPT the 2017 Annual Report submitted by the Bethel Island Municipal Advisory Council, as recommended by Supervisor Diane Burgis.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, on the second Tuesday of December.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

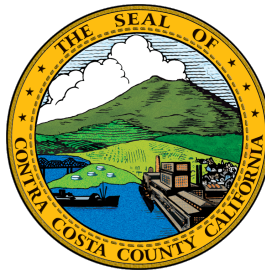
Contact: LEA CASTLEBERRY  
(925) 252-4500

cc:

ATTACHMENTS

Bethel Island MAC 2017 Annual  
Report

**Bethel Island  
Municipal Advisory Council**



**Belinda Bittner, Chair**

**Supervisor Diane Burgis,  
District III**

Lea Castleberry, Deputy Chief of Staff  
3361 Walnut Blvd., Ste 140  
Brentwood, CA 94513  
(925) 252-4500  
Lea.Castleberry@bos.cccounty.us

*The Bethel Island Municipal Advisory Council serves as an advisory body to the  
Contra Costa County Board of Supervisors and the County Planning Agency.*

## **2017 Annual Report to the Board of Supervisors**

Prepared by:  
Office of Supervisor Diane Burgis, Lea Castleberry

Submitted by:  
Belinda Bittner, Chairperson

### **Activities and Accomplishments**

The primary goals of the Bethel Island MAC in 2017 were to increase community awareness and participation at the monthly MAC meetings and to represent the community's interests, concerns and voice for the Board of Supervisors.

The MAC received informative presentations and provided thoughtful feedback on matters that impact Bethel Island and look forward to receiving additional updates in 2018:

- Mar: East Contra Costa County Fire Protection District, Fire Chief Hugh Henderson regarding Water Tank Requirements and Code
- May: Ed Horn, Construction Manager for Delta Coves regarding a project update
- Oct: Stanley Muraoka, Department of Conservation and Development regarding the proposed Urban Farm Ordinance
- Oct: Mary Halle, Senior Civil Engineer, Public Works Department regarding Bethel Island's Area of Benefit Overview
- Oct: Nick Taratsas, General Manager for Delta Coves regarding project overview and update

The MAC's activities and efforts have resulted in improvements and changes in 2017:

- A successful Community Clean-Up Day was held October 7, 2017. The Brentwood Disposal Company donated dumpster bins and staff time for the event. The community cleanup was free of charge to all Bethel Island residents.

Bethel Island MAC  
2017 Annual Report and 2018 Work Plan

---

- Hosted the 2017 Bethel Island Health and Safety Fair
- Continuing to work on projects for the community with the PG&E Mitigation Funds.
- Funded and Established with PG&E Mitigation Funds, a “Bethel Island Welcome Sign”.
- Continuing to work on the installation of the “Dry Hydrant” program.
- Continuing to work with East Contra Costa Fire Protection District promoting the sale and installation of reflective house number signs.
- Continuing to promote and expand the Heart Safe Communities program.
- Continuing to work with the Bethel Island Municipal Improvement District on services and funding for the Bethel Island community park.
- Continuing to work with the Sheriff’s Department, East Contra Costa Fire Protection District and California Highway Patrol on safety concerns within the Bethel Island community.
- Participating in the quarterly East County Community Disaster Committee.
- Established an Ad Hoc Fire Safety Committee for Water Tank requirements by Fire Code.
- Co-Hosted the Bethel Island Fire Services Forum

The MAC receives monthly reports from the following agencies:

- California Highway Patrol – Officer Donnie Thomas
- Contra Costa Sheriff’s Department – Tony Fontenot, Crime Prevention Specialist
- East Contra Costa Fire Protection District – Fire Chief Brian Helmick
- Office of Supervisor Diane Burgis – Lea Castleberry, Deputy Chief of Staff

The MAC has become a place where Bethel Island residents can receive updated information on services provided by Contra Costa County and/or other local agencies such as public health, safety, welfare, public works and planning.

**2017 Membership**

Chair, Belinda Bittner  
Vice Chair, Rob Brunham  
Councilmember, Pam Allen  
Councilmember, Ken Quick  
Councilmember Mark Whitlock

**Attendance in 2017**

January – Meeting Cancelled  
February – Meeting Cancelled  
March - Councilmember Allen Absent  
April – No Absences  
May – No Absences

Bethel Island MAC  
2017 Annual Report and 2018 Work Plan

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June – No Absences  
July – No Absences  
August – No absences  
September – Councilmember Allen Absent  
October – No Absences  
November – Chair Bittner Absent  
December – Meeting Cancelled

**MAC Work Plan and Objectives for 2018**

The Bethel Island MAC priorities for 2018 will continue to provide the community with the opportunity to communicate with the various County Departments.

We will work to schedule pertinent and informative speak presentations at the monthly meetings.

We will continue to work on items including:

1. Reflective Address Signs
2. Code Enforcement Priorities
3. Dry Hydrants
4. Outreach to the local mobile home parks
5. Heart Safe Communities Program
6. Transportation Outreach
7. Public Safety Outreach

The Bethel Island MAC is scheduled to meet on the 2<sup>nd</sup> Tuesday of the month at 6:00p.m. at the Bethel Island Municipal Improvement District Office located at 3085 Stone Road.



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: November 6, 2018

Subject: 2017 ANNUAL REPORT FROM THE BYRON MUNICIPAL ADVISORY COUNCIL

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**RECOMMENDATION(S):**

RECEIVE and ACCEPT the Annual Report submitted by the Byron Municipal Advisory Council, as recommended by Supervisor Diane Burgis.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (of any), and proposed work plan or objectives for the following year, on the second Tuesday of December.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

Contact: LEA CASTLEBERRY  
(925) 252-4500

By: June McHuen, Deputy

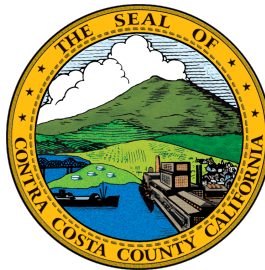
cc:



ATTACHMENTS

Byron MAC 2017 Annual  
Report

**Byron  
Municipal Advisory Council**



**Father Ron Schmit, Chair**

**Supervisor Diane Burgis,  
District III**

Lea Castleberry, Deputy Chief of Staff  
3361 Walnut Blvd., Ste 140  
Brentwood, CA 94513  
(925) 252-4500  
Lea.Castleberry@bos.cccounty.us

*The Byron Municipal Advisory Council serves as an advisory body to the  
Contra Costa County Board of Supervisors and the County Planning Agency.*

## **2017 Annual Report to the Board of Supervisors**

Prepared by:  
Office of Supervisor Diane Burgis, Lea Castleberry

Submitted by:  
Father Ron Schmit, Chairperson

### **Activities and Accomplishments**

The primary goals of the Byron MAC in 2017 were to increase community awareness and participation at the monthly MAC meetings and to represent the community's interests, concerns and voice for the Board of Supervisors.

The MAC received informative presentations and provided thoughtful feedback on matters that impact Byron and look forward to receiving additional updates in 2018:

- Apr: County Public Works and California Highway Patrol regarding Camino Diablo Road
- May: County Public Works regarding Sidewalk Improvements on Main Street
- May: County Public Works, Steve Kowalewski regarding Airport Connector Update
- Aug: Stanley Muraoka, Department of Conservation and Development regarding the proposed Urban Farm Ordinance

The MAC's activities and efforts have resulted in improvements and changes in 2017:

- A successful Community Clean-Up Day was held October 7, 2017. The Brentwood Disposal Company donated dumpster bins and staff time for the event. The community cleanup was free of charge to all Bethel Island residents.
- Implementation of the Camino Diablo/Byron Highway Intersection Improvement Project

Byron MAC  
2017 Annual Report and 2018 Work Plan

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- New sidewalks in downtown Byron on Main Street
- Implementation of No Truck signs on Camino Diablo
- Continuing to promote and expand the Heart Safe Communities program.
- Continuing to work with the Sheriff's Department, East Contra Costa Fire Protection District and California Highway Patrol on safety concerns within the Byron community.
- Participating in the quarterly East County Community Disaster Committee.

The MAC receives monthly reports from the following agencies:

- California Highway Patrol – Officer Donnie Thomas
- Contra Costa Sheriff's Department – Tony Fontenot, Crime Prevention Specialist
- East Contra Costa Fire Protection District – Battalion Chief, Ross Macumber
- Office of Supervisor Diane Burgis – Lea Castleberry, Deputy Chief of Staff

The MAC has become a place where Byron residents can receive updated information on services provided by Contra Costa County and/or other local agencies such as public health, safety, welfare, public works and planning.

### **2017 Membership**

Chair, Father Ron Schmit  
Vice Chair, Timothy Maggiore  
Councilmember, Dennis Lopez  
Councilmember, Mike Nisen  
Councilmember, Linda Thuman

### **Attendance in 2017**

January – Meeting Cancelled  
February – Meeting Cancelled  
March – No Absences  
April – Vice Chair Maggiore Absent  
May – No Absences  
June – Chair Schmit and Vice Chair Maggiore Absent  
July – Meeting Cancelled  
August – Councilmembers Thuman and Nisen Absent  
September – Meeting Cancelled  
October – Vice Chair Maggiore Absent  
November – Vice Chair Maggiore Absent  
December – Meeting Cancelled

**MAC Work Plan and Objectives for 2018**

The Byron MAC priorities for 2018 will continue to provide the community with the opportunity to communicate with the various County Departments.

We will work to schedule pertinent and informative speak presentations at the monthly meetings.

We will continue to work on items including:

1. Code Enforcement Priorities
2. Heart Safe Communities Program
3. Transportation Outreach
4. Public Safety Outreach
5. Annual Community Clean Up
6. Emergency Operation Plan

The Byron MAC is scheduled to meet on the 4<sup>th</sup> Tuesday of the month at 6:00p.m. at the Byron unified School District Board Room.



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: November 6, 2018

Subject: 2017 ANNUAL REPORT FROM THE KNIGHTSEN TOWN ADVISORY COUNCIL

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**RECOMMENDATION(S):**

RECEIVE and ACCEPT the 2017 Annual Report submitted by the Knightsen Town Advisory Council, as recommended by Supervisor Diane Burgis.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, on the second Tuesday of December.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Knightsen Town Advisory Council will not be in compliance with the requirement set forth in Resolution No. 2002/377.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **11/06/2018**  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: November 6, 2018

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

Contact: LEA CASTLEBERRY  
(925) 252-4500

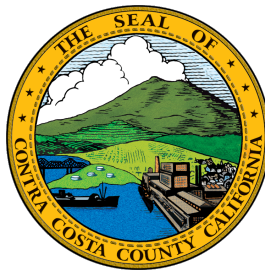
By: June McHuen, Deputy

cc:

ATTACHMENTS

Knightsen TAC 2017 Annual  
Report

**Knightsen  
Town Advisory Council**



**Steve Ohmstede, Chair**

**Supervisor Diane Burgis,  
District III**

Lea Castleberry, Deputy Chief of Staff  
3361 Walnut Blvd., Ste 140  
Brentwood, CA 94513  
(925) 252-4500  
Lea.Castleberry@bos.cccounty.us

*The Knightsen Town Advisory Council serves as an advisory body to the  
Contra Costa County Board of Supervisors and the County Planning Agency.*

## **2017 Annual Report to the Board of Supervisors**

Prepared by:  
Office of Supervisor Diane Burgis, Lea Castleberry

Submitted by:  
Steve Ohmstede, Chairperson

### **Activities and Accomplishments**

The primary goals of the Knightsen TAC in 2017 were to increase community awareness and participation at the monthly TAC meetings and to represent the community's interests, concerns and voice for the Board of Supervisors.

The TAC received informative presentations and provided thoughtful feedback on matters that impact Knightsen and look forward to receiving additional updates in 2018:

- Jan: Tony Fontenot, Office of the Sheriff regarding Mail Theft
- Mar: Joe Losado, Contra Costa County Enforcement Officer regarding 2017 Code Enforcement Priorities List
- Apr: Jerry Fahy, County Public Works Department regarding No Rock Slough Bridge
- Apr: Donnie Thomas, California Highway Patrol and Jerry Fahy, County Public Works Department regarding No Truck Signs
- Aug: Stanley Muroaka, Department of Conservation and Development regarding Urban Farm Ordinance

The TAC's activities and efforts have resulted in improvements and changes in 2017:

- A successful Community Clean-Up Day was held May 6, 2017. The Brentwood Disposal Company donated dumpster bins and staff time for the event. The community cleanup was free of charge to all Knightsen residents.
- Co-Hosted the 5th Annual Knightsen Holiday Parade

Knightsen TAC  
2017 Annual Report and 2018 Work Plan

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- Co-Hosted the Annual Knightsen Tractor and Car Show
- Established Truck Traffic signs on Knightsen Ave. and Delta Road
- Continuing to promote and expand the Heart Safe Communities program
- Continuing to work on reflective address signs throughout community
- Continuing to work with the Sheriff's Department, East Contra Costa Fire Protection District and California Highway Patrol on safety concerns within the Knightsen community.

The TAC receives monthly reports from the following agencies:

- California Highway Patrol – Officer Donnie Thomas
- Contra Costa Sheriff's Department – Tony Fontenot, Crime Prevention Specialist
- East Contra Costa Fire Protection District – Fire Chief Brian Helmick
- Knightsen School – Superintendent Theresa Estrada
- Office of Supervisor Diane Burgis – Lea Castleberry, Deputy Chief of Staff

The TAC has become a place where Knightsen residents can receive updated information on services provided by Contra Costa County and/or other local agencies such as public health, safety, welfare, public works and planning.

### **2017 Membership**

Chair, Steve Ohmstede  
Vice Chair, Al Simas  
Councilmember, Lori Abreu  
Councilmember, Kim Carone  
Councilmember, Greg Williams

### **Attendance in 2017**

January – Councilmember Carone Absent  
February – All Members Present  
March – All Members Present  
April – All Members Present  
May – Meeting Cancelled  
June – All Members Present  
July – All Members Present  
August – All Members Present  
September – Meeting Cancelled  
October – Meeting Cancelled  
November – Councilmember Carone  
December – Meeting Cancelled



**TAC Work Plan and Objectives for 2018**

The Knightsen TAC priorities for 2018 will continue to provide the community with the opportunity to communicate with the various County Departments.

We will work to schedule pertinent and informative speak presentations at the monthly meetings.

We will continue to work on items including:

1. Reflective Address Signs
2. Code Enforcement Priorities
3. Transportation Outreach
4. Public Safety Outreach

The Knightsen TAC is scheduled to meet on the 3<sup>rd</sup> Tuesday of the month at 7:30p.m. at the Knightsen Garden Club located at 3067 Knightsen Avenue.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 6, 2018

Subject: Los Medanos Health Advisory Committee

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/543 to increase the size of the Los Medanos Health Advisory Committee to seven members, contingent upon the dissolution of the Los Medanos Community Healthcare District by the Contra Costa Local Agency Formation Commission.

**FISCAL IMPACT:**

No fiscal impact.

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

Action of Board On: **11/06/2018**  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: November 6, 2018  
 David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stephanie Mello, Deputy

Contact: Timothy M. Ewell, (925)  
 335-1036

## BACKGROUND:

In November 2017, the County submitted an application to the Contra Costa Local Agency Formation District (LAFCO) to dissolve the Los Medanos Community Healthcare District (District). On July 10, 2018, the Board of Supervisors adopted a resolution amending its original application to LAFCO to include a plan for providing comprehensive health-related services within the District's territory. As part of that amended application, the Board adopted Resolution No. 2018/436, which created the Los Medanos Health Advisory Committee. The Board formed the committee to identify health disparities within the District's borders and to make recommendations related to a grant program to be conducted in the District's territory. The committee consisted of five members. The formation of the committee was contingent upon the dissolution of the District

The County's amended application was considered by LAFCO on September 12, 2018. The LAFCO Commission voted unanimously to approve the County's application with the following three conditions:

1. The number of members on the Los Medanos Health Advisory Committee is to be increased from five to seven.
2. At least 85% of the tax revenue received by the County from the relevant property tax increment is to be expended on programs and grants in the District's territory.
3. If the real property currently owned by the District is sold or otherwise transferred by the County, any profits generated by such sale or transfer are to be directed to healthcare-related service programs within the District's territory.

The only LAFCO condition that requires Board action at this time is to increase the number of members on the Los Medanos Health Advisory Committee. Resolution No. 2018/543 establishes a seven-member committee consisting of the following members:

- Two members nominated by the City of Pittsburg
- Two members nominated by the Bay Point Municipal Advisory Committee
- One member nominated by the County's Public Health Division
- One member nominated by the County's Behavioral Health Division
- One member nominated by the Board of Supervisors, based on a recommendation from the Internal Operations Committee of a resident of Pittsburg or Bay Point (an at-large representative)

Resolution No. 2018/543 supersedes Resolution No. 2018/436.

## CONSEQUENCE OF NEGATIVE ACTION:

The membership of the Los Medanos Health Advisory Committee will not be consistent with a LAFCO condition of approval of the County's application to dissolve the Los Medanos Community Healthcare District.

## CHILDREN'S IMPACT STATEMENT:

No impact.

## AGENDA ATTACHMENTS

Resolution No. 2018/543

Resolution No. 2018/543 - Attachment A

## MINUTES ATTACHMENTS

Signed Resolution No. 2018/543



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

Adopted this Resolution on 11/06/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="checkbox"/> 5	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="checkbox"/>	
<b>ABSENT:</b>	<input type="checkbox"/>	
<b>ABSTAIN:</b>	<input type="checkbox"/>	
<b>RECUSE:</b>	<input type="checkbox"/>	



**Resolution No. 2018/543**

**Resolution No. 2018/543 Augmenting the Membership of the Los Medanos Health Advisory Committee**

**WHEREAS**, the Board of Supervisors of the County of Contra Costa (the “County”) has submitted an application to the Contra Costa Local Agency Formation Commission (“LAFCO”) for the dissolution of the Los Medanos Community Healthcare District (the “District”) pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code;

**WHEREAS**, the Board of Supervisors of the County (the “Board of Supervisors”) desires to promote the health and well-being of the people who live within the boundaries indicated on the map attached as Attachment A and incorporated herein by reference (the “Subject Territory”);

**WHEREAS**, contingent upon the dissolution of the District by LAFCO, the Board of Supervisors desires to create a grant program to provide comprehensive health-related services to residents of the Subject Territory (the “Los Medanos Area Health Plan Grant Program”);

**WHEREAS**, on July 10, 2018, the Board of Supervisors adopted Resolution No. 2018/436, which established the Los Medanos Health Advisory Committee, a five-member advisory committee created to make recommendations to the Board of Supervisors to enable the development and implementation of the Los Medanos Area Health Plan Grant Program;

**WHEREAS**, on September 12, 2018, LAFCO voted unanimously to approve the County’s application to dissolve the District, with the condition that the County increase the number of members on the Los Medanos Health Advisory Committee to seven members.

**WHEREAS**, this resolution supercedes Resolution No. 2018/436.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors as follows:

1. Establishment of the Los Medanos Health Advisory Committee.

Contingent upon the dissolution of the District by LAFCO pursuant to the application submitted to LAFCO by the County in November 2017, as amended, the Los Medanos Health Advisory Committee (the “Committee”) is established.

2. Territorial Area.

The area the Committee will serve is the Subject Territory.

3. Membership.

The Committee will consist of seven (7) members, who are to be selected and appointed by the Board of Supervisors, as follows: (i) two nominated by the City of Pittsburg; (ii) two nominated by the Bay Point Municipal Advisory Council; (iii) one nominated by the County’s Public Health Division, (iv) one nominated by the County’s Behavioral Health Division; and (v) one at-large member, who resides or works within the Subject Territory, nominated by the County’s Internal Operations Committee.

#### 4. Term of Office.

The initial term of office will be two years for the following members:

- One member appointed upon the recommendation of the City of Pittsburg.
- One member appointed upon the recommendation of the Bay Point Municipal Advisory Council.
- The member appointed upon the recommendation the County's Public Health Division.
- The member appointed upon the recommendation of the County's Internal Operations Committee.

The initial term of office will be three years for the following members:

- One member appointed upon the recommendation of the City of Pittsburg.
- One member appointed upon the recommendation of the Bay Point Municipal Advisory Council.
- The member appointed upon the recommendation the County's Behavioral Health Division.

Following their initial terms, each seat will have a three-year term.

If a vacancy occurs, a replacement will be selected and appointed by the Board of Supervisors upon the nomination of the entity that nominated the prior holder of the seat. The newly-appointed member will serve the remainder of the term of the prior holder of the seat.

Upon the expiration of a member's term, the member is eligible to be reappointed by the Board of Supervisors.

#### 5. Removal from Office.

Each appointed member of the Committee serves at the pleasure of the Board of Supervisors and may be removed, at will, by a majority vote of the Board of Supervisors.

#### 6. Committee Purpose and Duties.

The Committee will advise the Board of Supervisors on the development and implementation of the Los Medanos Area Health Plan Grant Program and shall:

- Develop an area health plan that identifies the major health disparities that impact residents of the Subject Territory, and priorities for improving health outcomes. The plan will be presented to the Board of Supervisors for review and will not be final unless adopted by the Board of Supervisors. The Committee may engage an outside consultant to assist in developing the plan. The Committee shall submit an updated plan for approval by the Board of Supervisors no less than every five years.
- Solicit proposals from service providers interested in participating the Los Medanos Area Health Plan Grant Program and capable of addressing the priorities outlined in the adopted plan. Funding for grants will be provided from (i) a special fund established by the Auditor-Controller, at the direction of the Board of Supervisors, that is used to segregate the property tax revenue received by the County as a result of the dissolution of the District, and (ii) any other funds made available to the grant program.
- Monitor the efficacy of the programs to which grants are made.
- Report to the Board of Supervisors no less than once per year on the execution of the adopted plan, the grants provided under the grant program, the results achieved through the adopted plan and the grant program, and other matters that relate to the Committee's purpose and duties.

#### 7. Quorum and Vote Necessary for Action.

A quorum is a majority vote of the total number of authorized positions on the Committee, not a majority of the total number of filled positions. The Committee may only take action by a majority vote of the total number of authorized positions, not by a majority vote of the quorum. (With seven authorized positions, a quorum is four members; four affirmative votes are necessary for action.)

#### 8. Compensation.

Committee members will serve without compensation of any kind, and the Board of Supervisors will not provide funds for the payment of Committee meeting stipends.

#### 9. Administrative Support.

Administrative support will be provided to the Committee by the County's Health Services Department.

#### 10. Committee Funds.

Any funds transferred to or received by the County as a result of the dissolution of the District may only be used for the benefit of the residents of the Subject Territory.

**11. Committee Operation and Procedural Rules.**

Within the parameters of this Resolution, the Committee may organize itself and operate as it determines but shall hold regular meetings, at intervals to be established by the Committee, at an established time and place. The Committee may develop bylaws for the operation of the Committee, but such bylaws must be approved by the Board of Supervisors to be effective. The Committee meetings are to be conducted in accordance with the provisions of the Brown Act (Government Code sections 54950 et seq.), including the pre-meeting posting of meeting calendar notices, and the County Better Government Ordinance (County Ordinance Code, Division 25). In addition, the Committee must fully comply with the Board of Supervisors' policy concerning conflict of interest and open meetings (Resolution No. 2002/375), and the Board's policy governing appointments to boards, committees, and commissions (Resolution No. 2002/377), as applicable.

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

**ATTESTED: November 6, 2018**

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

**Contact: Timothy M. Ewell, (925) 335-1036**

By: Stephanie Mello, Deputy

**cc:** Hon. Michael R. McGill, Chair-Contra Costa LAFCO, Anna Roth, Health Services Director

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

Adopted this Resolution on 11/06/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input checked="" type="checkbox"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="checkbox"/>	
<b>ABSENT:</b>	<input type="checkbox"/>	
<b>ABSTAIN:</b>	<input type="checkbox"/>	
<b>RECUSE:</b>	<input type="checkbox"/>	



**Resolution No. 2018/543**

**Resolution No. 2018/543 Augmenting the Membership of the Los Medanos Health Advisory Committee**

**WHEREAS**, the Board of Supervisors of the County of Contra Costa (the "County") has submitted an application to the Contra Costa Local Agency Formation Commission ("LAFCO") for the dissolution of the Los Medanos Community Healthcare District (the "District") pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code;

**WHEREAS**, the Board of Supervisors of the County (the "Board of Supervisors") desires to promote the health and well-being of the people who live within the boundaries indicated on the map attached as Attachment A and incorporated herein by reference (the "Subject Territory");

**WHEREAS**, contingent upon the dissolution of the District by LAFCO, the Board of Supervisors desires to create a grant program to provide comprehensive health-related services to residents of the Subject Territory (the "Los Medanos Area Health Plan Grant Program");

**WHEREAS**, on July 10, 2018, the Board of Supervisors adopted Resolution No. 2018/436, which established the Los Medanos Health Advisory Committee, a five-member advisory committee created to make recommendations to the Board of Supervisors to enable the development and implementation of the Los Medanos Area Health Plan Grant Program;

**WHEREAS**, on September 12, 2018, LAFCO voted unanimously to approve the County's application to dissolve the District, with the condition that the County increase the number of members on the Los Medanos Health Advisory Committee to seven members.

**WHEREAS**, this resolution supercedes Resolution No. 2018/436.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors as follows:

1. Establishment of the Los Medanos Health Advisory Committee.

Contingent upon the dissolution of the District by LAFCO pursuant to the application submitted to LAFCO by the County in November 2017, as amended, the Los Medanos Health Advisory Committee (the "Committee") is established.

2. Territorial Area.

The area the Committee will serve is the Subject Territory.

3. Membership.

The Committee will consist of seven (7) members, who are to be selected and appointed by the Board of Supervisors, as follows: (i) two nominated by the City of Pittsburg; (ii) two nominated by the Bay Point Municipal Advisory Council; (iii) one nominated by the County's Public Health Division, (iv) one nominated by the County's Behavioral Health Division; and (v) one at-large member, who resides or works within the Subject Territory, nominated by the County's Internal Operations Committee.



#### 4. Term of Office.

The initial term of office will be two years for the following members:

- One member appointed upon the recommendation of the City of Pittsburg.
- One member appointed upon the recommendation of the Bay Point Municipal Advisory Council.
- The member appointed upon the recommendation the County's Public Health Division.
- The member appointed upon the recommendation of the County's Internal Operations Committee.

The initial term of office will be three years for the following members:

- One member appointed upon the recommendation of the City of Pittsburg.
- One member appointed upon the recommendation of the Bay Point Municipal Advisory Council.
- The member appointed upon the recommendation the County's Behavioral Health Division.

Following their initial terms, each seat will have a three-year term.

If a vacancy occurs, a replacement will be selected and appointed by the Board of Supervisors upon the nomination of the entity that nominated the prior holder of the seat. The newly-appointed member will serve the remainder of the term of the prior holder of the seat.

Upon the expiration of a member's term, the member is eligible to be reappointed by the Board of Supervisors.

#### 5. Removal from Office.

Each appointed member of the Committee serves at the pleasure of the Board of Supervisors and may be removed, at will, by a majority vote of the Board of Supervisors.

#### 6. Committee Purpose and Duties.

The Committee will advise the Board of Supervisors on the development and implementation of the Los Medanos Area Health Plan Grant Program and shall:

- Develop an area health plan that identifies the major health disparities that impact residents of the Subject Territory, and priorities for improving health outcomes. The plan will be presented to the Board of Supervisors for review and will not be final unless adopted by the Board of Supervisors. The Committee may engage an outside consultant to assist in developing the plan. The Committee shall submit an updated plan for approval by the Board of Supervisors no less than every five years.
- Solicit proposals from service providers interested in participating the Los Medanos Area Health Plan Grant Program and capable of addressing the priorities outlined in the adopted plan. Funding for grants will be provided from (i) a special fund established by the Auditor-Controller, at the direction of the Board of Supervisors, that is used to segregate the property tax revenue received by the County as a result of the dissolution of the District, and (ii) any other funds made available to the grant program.
- Monitor the efficacy of the programs to which grants are made.
- Report to the Board of Supervisors no less than once per year on the execution of the adopted plan, the grants provided under the grant program, the results achieved through the adopted plan and the grant program, and other matters that relate to the Committee's purpose and duties.

#### 7. Quorum and Vote Necessary for Action.

A quorum is a majority vote of the total number of authorized positions on the Committee, not a majority of the total number of filled positions. The Committee may only take action by a majority vote of the total number of authorized positions, not by a majority vote of the quorum. (With seven authorized positions, a quorum is four members; four affirmative votes are necessary for action.)

#### 8. Compensation.

Committee members will serve without compensation of any kind, and the Board of Supervisors will not provide funds for the payment of Committee meeting stipends.

#### 9. Administrative Support.

Administrative support will be provided to the Committee by the County's Health Services Department.

#### 10. Committee Funds.

Any funds transferred to or received by the County as a result of the dissolution of the District may only be used for the benefit of the residents of the Subject Territory.

**11. Committee Operation and Procedural Rules.**

Within the parameters of this Resolution, the Committee may organize itself and operate as it determines but shall hold regular meetings, at intervals to be established by the Committee, at an established time and place. The Committee may develop bylaws for the operation of the Committee, but such bylaws must be approved by the Board of Supervisors to be effective. The Committee meetings are to be conducted in accordance with the provisions of the Brown Act (Government Code sections 54950 et seq.), including the pre-meeting posting of meeting calendar notices, and the County Better Government Ordinance (County Ordinance Code, Division 25). In addition, the Committee must fully comply with the Board of Supervisors' policy concerning conflict of interest and open meetings (Resolution No. 2002/375), and the Board's policy governing appointments to boards, committees, and commissions (Resolution No. 2002/377), as applicable.

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

**ATTESTED: November 6, 2018**

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

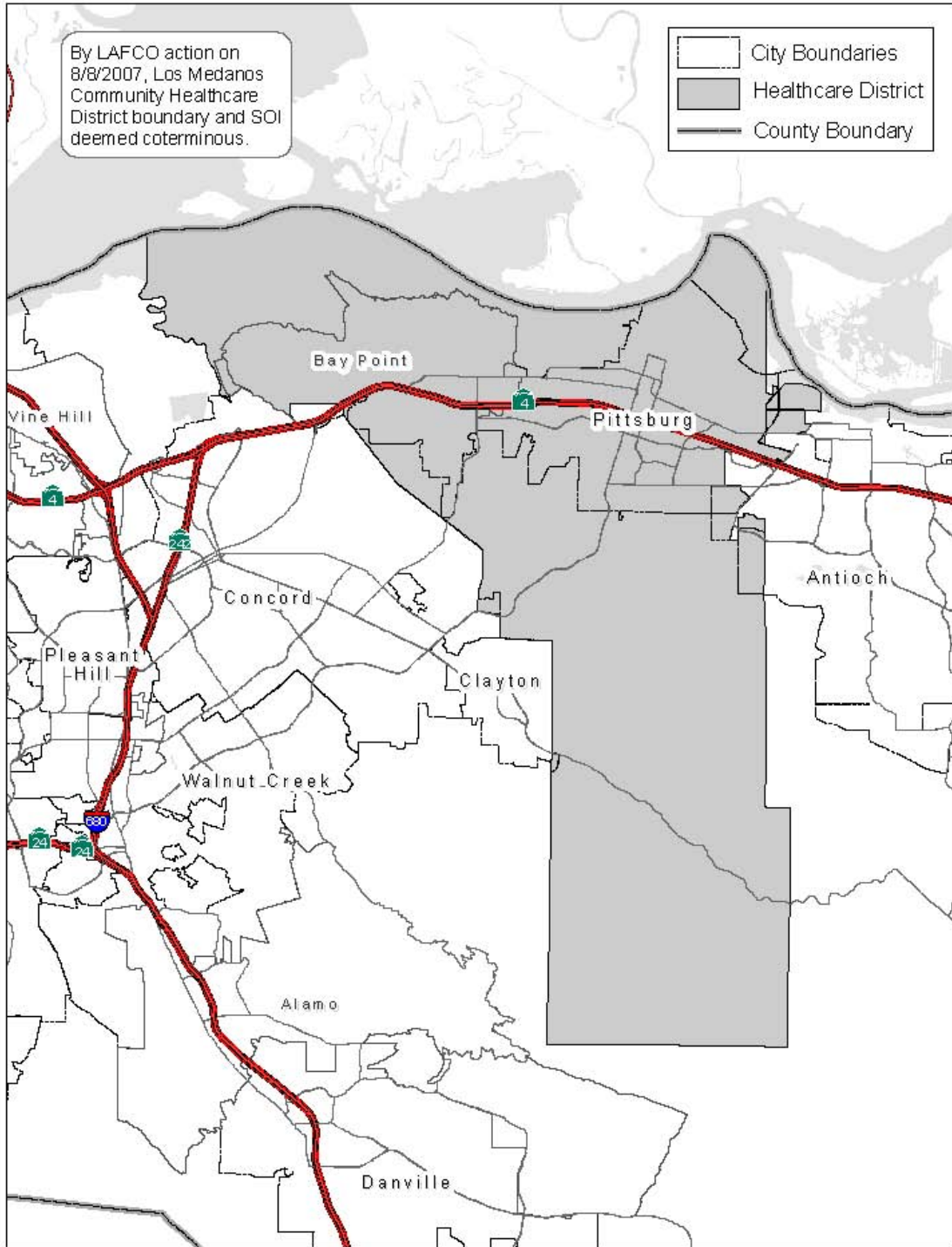
**Contact: Timothy M. Ewell, (925) 335-1036**

*Stephanie Mello*  
By: Stephanie Mello, Deputy



**cc: Hon. Michael R. McGill, Chair-Contra Costa LAFCO, Anna Roth, Health Services Director**

# Los Medanos Community Healthcare District



Map number: 2150604  
 by Contra Costa County Community Development, GIS Dept.  
 651 Hixson Ave., 4th Floor, Walnut Creek, CA 94596-1669  
 705.941.4500 1222635284W

This map was created by the Contra Costa County Community Development Department in 2007 using the Contra Costa County GIS Program. Some data was provided by the County of Contra Costa. While the County is not responsible for the accuracy of the data, the County is not responsible for the accuracy of the data. The map user should verify the accuracy of the data. The map user should verify the accuracy of the data. The map user should verify the accuracy of the data. The map user should verify the accuracy of the data.





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: November 6, 2018

Subject: September 2018 Operations Update of the Employment and Human Services Department, Community Services Bureau

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**RECOMMENDATION(S):**

ACCEPT the September 2018 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

**CONSEQUENCE OF NEGATIVE ACTION:**

Not applicable.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: 11/06/2018  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Elaine Burres  
608-4960

cc:

## ATTACHMENTS

CSB Sept 2018 CAO Report

CSB Sept 2018 Report CACFP Report

CSB Sept 2018 Report CC Partnership Fiscal Report

CSB Sept 2018 Report Credit Card

CSB Sept 2018 Report EHS Fiscal

CSB Sept 2018 Report HS Fiscal

CSB Sept 2018 Report LIHEAP

CSB Sept 2018 Report Menu

CSB Sept 2018 Report Program Indicator Report EHS 17-18

CSB Sept 2018 Report Program Indicator Report EHS CCP

CSB Sept 2018 Report Program Indicator Report EHS CCP2  
17-18

CSB Sept 2018 Report Program Indicator Delegate HS 17-18

CSB Sept 2018 Report Program Indicator Early Head Start




To: David Twa, Contra Costa County Administrator  
From: Kathy Gallagher, EHSD Director  
Subject: Community Services Monthly Report  
Date: September 2018

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### News /Accomplishments

  
1470 Civic Court,  
Suite 200  
Concord, CA  
94520

  
P: 925 681 6300  
F: 925 313 8301

  
[www.cccounty.us/ehsd](http://www.cccounty.us/ehsd)

- CSB received a visit from Sarah Neville-Morgan, Director of State Dept. of Education Early Learning and Care Division (EELCD) and Stephanie Myers from the State Head Start Collaboration Office. The visit was conducted at our George Miller III center in Richmond. Staff shared challenges such as staffing shortages and retention and facility needs. Sarah shared her vision of realizing the EELCD Strategic Plan just developed.
- October is Head Start Awareness Month and CSB will showcase artwork, storyboards and pictures of children engaged in activities at the Board of Supervisors Chambers to raise awareness to Head Start and the important impact it has in the community. Art pieces will be on display at 651 Pine Street in Martinez from October 1-27, 2018.
- The Program Information Report (PIR) was reviewed and submitted to the Office of Head Start. The report validates all of the important services that the Head Start program provides to families. Gathering and compiling this information for a program as large as CSB can be a challenge, but is accomplished through the collaborative efforts of many dedicated staff. For more information, please refer to attachments 11-15 of this report.
- Policy Council Orientation for newly elected representatives was held September 29<sup>th</sup> at the Crown Plaza Hotel. The agenda included an overview of the Community Services; a fiscal overview; a thorough overview of the Policy Council and shared decision making; presentations from past parents on roles & responsibilities of representatives and Executive Officers; the Brown Act & Better Governance Ordinance (Parliamentary Procedures); and an overview of Head Start Performance Standards.
- CSB has developed a wellness team to fully implement the Staff Health Improvement Plan, or SHIP. Earlier this year, the team went to UCLA to attend the UCLA and Johnson & Johnson Building Healthy Communities conference that focused on addressing staff wellness in Head Start programs, and where the SHIP was initially developed. After several assessments, the team has defined the goal for the SHIP to be the following: to holistically improve staff wellness within CSB as well as in the community by focusing on these three primary areas: 1) Organizational supports 2) Nutrition and physical activity and 3) Stress management. Our wellness team has also partnered with Contra Costa County's Health Services to develop a wellness initiative, which will help carry out the aforementioned goal, and has already begun leading some of our physical activities at our meetings.
- On September 19, all of CSB's Managers and Site Supervisors attended a Chronological Supervision training. The purpose of the training was to provide staff with a refresher on CSB's system for supervising staff. This year's training included wellness & team building activities. Participants were actively engaged and shared positive feedback from this half day training.
- CSB's Teacher Apprenticeship Program, or TAP, is in its 2<sup>nd</sup> year with 14 participants in the 2<sup>nd</sup> cohort for the 2018-2019 program year. The participants, 12 of whom are



Teacher Assistant Trainees, and two of whom are permanent Associate Teachers, are looking to obtain infant and toddler units. TAP, in partnership with Contra Costa College and the YMCA, is a professional development program designed mainly for our teacher assistants endeavoring to advance their Early Childhood Education (ECE) career; it's 32 weeks long and offers four ECE courses, and develops participants' professional knowledge, skills and practices working with young children. Upon successful completion of the program, they become eligible to apply for the California Associate Teacher Permit issued by the Commission on Teacher Credentialing.

- CSB's ability to provide and expand dental services for children in need continues. The Life Long Dental Van is providing services in West County and the La Clinica Dental Van is providing services in East County.
- CSB congratulates Sarah Reich, Pam Arrington, Isabel Renggenathen and Carolyn Johnson for completing the EHSD Leadership Academy. The graduation, which was held September 19, 2018, was attend by several of CSB's senior managers. The group was proud to celebrate with all of the graduates, and acknowledged them for all of their hard work over the past 9-months. Great work!
- Vehicle and Pedestrian Safety booklets were distributed to CSB directly operated and partner centers to support the annual center based Pedestrian Safety training offered to our families during the month of September.
- Three additional staff will attend the *Make Parenting a Pleasure* training in Oregon on October 18-19, 2018. Additional trainers will allow CSB to expand this popular research and evidence based parent curriculum to central Contra Costa County parents and caregivers.
- CSB is moving along with the implementation of the Teaching Pyramid project for the preschool classrooms. The second cohort, which consist of four teaching teams from Lavonia Allen, GMC and Balboa along with their Site Supervisors and Education Managers, will be attend a series of trainings offered by the First 5 CCC in Concord starting on October 20, 2018. Each classroom will also receive coaching support by a certified Teaching Pyramid Coach and support from the CSB Leadership team.
- On September 4, Head Start teachers welcomed part-day/part year families back to program.
- First Baptist Head Start, CSB's Delegate Agency, has just hired a new Executive Director, Monique Nervis. Monique comes to the job with a Bachelor's degree in Human Development and Family Studies with a minor in Early Childhood Education and a Master's in Public Administration. We are delighted to have her join our team.
- New leadership has been elected by the Economic Opportunity Council for the 2018-19 year. The Executive Team is:
  - Renee Zeimer – Chairperson
  - Dawn Miguel – Vice Chairperson
  - Lauren Babb – Secretary

**I. Status Updates:**

**a. Caseloads, workload (all programs)**

- Head Start enrollment: 99% (Adjusted for classes in session)
- Early Head Start enrollment: 99.7%
- Early Head Start Child Care Partnership enrollment: 94.44%

- o Early Head Start Child Care Partnership #2 enrollment: 83.7%
- o Head Start Average Daily Attendance: 85%
- o Early Head Start Average Daily Attendance: 86.7%
- o Early Head Start Child Care Partnership Attendance: 86.7%
- o Stage 2: 419 families and 664 children
- o CAPP: 131 families and 226 children
  - In total: 550 families and 890 children
  - Incoming transfers from Stage 1: 24 families and 29 children
- o LIHEAP: 180 households have been assisted
- o Weatherization: 19 units

**b. Staffing:**

- o During the month of September, CSB hired one Teacher, two Infant-Toddler Associate-Teachers, one Associate Teacher, one Infant/Toddler Teacher and one Site Supervisor II. The Bureau is in the process of hiring staff to fill other vacancies.

**c. Union Issues:**

- o The negotiations between PEU Local 1 and CSB for 2018-2019 wage increases ended successfully. The union ratified the 3% COLA increase for 2018-2019.

**II. Emerging Issues and Hot Topics:**

- CSB is celebrating the governor’s signature of AB 605, the 0-5 integrated licensing bill. This will allow programs to apply for a 0-5 license rather than multiple licenses depending on ages served. This is a win for the field and has been in the making for more than two years.
- CSB continues to work with Public Works in locating an alternate space for CSB’s central kitchen. Two locations in Richmond and San Pablo are being looked at.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT  
 COMMUNITY SERVICES BUREAU  
 CHILD NUTRITION FOOD SERVICES  
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED  
 FY 2018-2019

Month covered	2018 July
Approved sites operated this month	12
Number of days meals served this month	21
Average daily participation	393
<b>Child Care Center Meals Served:</b>	
Breakfast	7,544
Lunch	8,251
Supplements	6,062
Total Number of Meals Served	<u>21,857</u>

**CONTRA COSTA COUNTY**  
**COMMUNITY SERVICES BUREAU**  
**EARLY HEAD START- CC PARTNERSHIP #1**  
 August 2018 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 70,128	\$ 297,675	\$ 227,547	24%
<b>b. FRINGE BENEFITS</b>	40,282	206,426	166,144	20%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	31,096	6,900	(24,196)	451%
<b>f. CONTRACTUAL</b>	19,000	467,260	448,260	4%
<b>g. CONSTRUCTION</b>			-	0%
<b>h. OTHER</b>	9,542	74,699	65,157	13%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 170,048	\$ 1,052,960	\$ 882,912	16%
<b>j. INDIRECT COSTS</b>	-	66,120	66,120	0%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<u>\$ 170,048</u>	<u>\$ 1,119,080</u>	<u>\$ 949,032</u>	<u>15%</u>
<b><i>In-Kind (Non-Federal Share)</i></b>	<u>\$ 31,651</u>	<u>\$ 279,770</u>	<u>\$ 248,119</u>	<u>11%</u>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP #1**  
August 2018 Expenditures

1	2	3	4	5	6	7
	Actual Jul-18	Actual Aug-18	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>						
<b>a. Salaries &amp; Wages (Object Class 6a)</b>						
Permanent 1011	31,323	36,941	68,265	294,675	226,410	23%
Temporary 1013	879	984	1,863	3,000	1,137	62%
<b>a. PERSONNEL (Object class 6a)</b>	<b>32,202</b>	<b>37,926</b>	<b>70,128</b>	<b>297,675</b>	<b>227,547</b>	<b>24%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>						
Fringe Benefits	18,084	22,198	40,282	206,426	166,144	20%
<b>b. FRINGE (Object Class 6b)</b>	<b>18,084</b>	<b>22,198</b>	<b>40,282</b>	<b>206,426</b>	<b>166,144</b>	<b>20%</b>
<b>e. SUPPLIES (Object Class 6e)</b>						
1. Office Supplies	-	938	938	500	(438)	188%
2. Child and Family Serv. Supplies/classroom Supplies	5,318	-	5,318	3,300	(2,018)	161%
4. Other Supplies						
Computer Supplies, Software Upgrades, Comp Replac	-	23,086	23,086	1,000	(22,086)	2309%
Miscellaneous Supplies	-	-	-	100	100	0%
Household Supplies	1,751	4	1,755	2,000	245	88%
<b>e. SUPPLIES (Object Class 6e)</b>	<b>7,069</b>	<b>24,027</b>	<b>31,096</b>	<b>6,900</b>	<b>(24,196)</b>	<b>451%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>						
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contrac	-	-	-	8,000	8,000	0%
5. Training & Technical Assistance - PA11	-	-	-	-	-	
8. Other Contracts	-	19,000	19,000	312,000	293,000	6%
Contra Costa Child Care Council	-	-	-	15,000	15,000	0%
First Baptist (20 slots x \$450)	-	-	-	12,260	12,260	0%
Child Outcome Planning and Administration (COPA/Nt	-	-	-	120,000	120,000	0%
Enhancement/wrap-around HS slots with State CD Prc	-	-	-	-	-	
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>-</b>	<b>19,000</b>	<b>19,000</b>	<b>467,260</b>	<b>448,260</b>	<b>4%</b>
<b>h. OTHER (Object Class 6h)</b>						
2. Bldg Occupancy Costs/Rents & Leases	2,286	1,856	4,142	15,000	10,858	28%
(Rents & Leases/Other Income)	-	-	-	-	-	
4. Utilities, Telephone	58	1,286	1,344	18,000	16,656	7%
5. Building and Child Liability Insurance	-	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupancy	-	6	6	2,000	1,994	0%
7. Incidental Alterations/Renovations	-	-	-	-	-	
8. Local Travel (54 cents per mile)	72	-	72	2,800	2,728	3%
13. Parent Services	-	-	-	-	-	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreci	-	-	-	200	200	
Child Care/Mileage Reimbursement	-	-	-	-	-	
14. Accounting & Legal Services						
Audit	-	-	-	-	-	
Legal (County Counsel)	-	-	-	500	500	0%
Auditor Controllers	-	-	-	1,000	1,000	0%
Data Processing/Other Services & Supplies	-	139	139	1,000	861	14%
15. Publications/Advertising/Printing						
Outreach/Printing	-	-	-	-	-	
Recruitment Advertising (Newspaper, Brochures)	-	-	-	100	100	
16. Training or Staff Development						
Agency Memberships (WIPFLI, Meeting Fees, NHSA	-	-	-	-	-	
Staff Trainings/Dev. Conf. Registrations/Membership:	1,668	2,160	3,828	25,907	22,079	15%
17. Other						
Vehicle Operating/Maintenance & Repair	-	-	-	1,000	1,000	0%
Equipment Maintenance Repair & Rental	-	-	-	3,000	3,000	0%
Dept. of Health and Human Services-data Base (CORI	-	-	-	-	-	
Other Operating Expenses (Facs Admin/Other admin)	-	11	11	4,192	4,181	0%
<b>h. OTHER (6h)</b>	<b>4,084</b>	<b>5,458</b>	<b>9,542</b>	<b>74,699</b>	<b>65,157</b>	<b>13%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>61,439</b>	<b>108,609</b>	<b>170,048</b>	<b>1,052,960</b>	<b>882,912</b>	<b>16%</b>
<b>j. INDIRECT COSTS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>66,120</b>	<b>66,120</b>	<b>0%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>61,439</b>	<b>108,609</b>	<b>170,048</b>	<b>1,119,080</b>	<b>949,032</b>	<b>15%</b>
<b>Non-federal Match In-Kind</b>	<b>15,360</b>	<b>16,291</b>	<b>31,651</b>	<b>279,770</b>	<b>248,119</b>	<b>11%</b>

**SUMMARY CREDIT CARD EXPENDITURE**

Agency: Community Services Bureau

Month: **August 2018**

Credit Card: Visa/U.S. Bank

Authorized Users

C. Rand, Bureau Dir	xxxx8798
K. Mason, Div Mgr	xxxx2364
C. Reich, Div Mgr	xxxx4959
S. Kim, Sr. Bus. Systems Analyst	xxxx1907
C. Johnson, AD	xxxx0220
M. Bedros, AD	xxxx1416
A. Wells, AD	xxxx8777
P. Arrington, AD	xxxx3838
I. Renggenathen, AD	xxxx0494
R. Radeva, PSA III	xxxx1899
Corporate Acct. Number	xxxx5045

Fund Org	Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
1401	2100	08/22/18	xxxx1907	279.98	Indirect Admin Costs	Office Exp
1407	2100	08/22/18	xxxx1907	279.98	Comm. Svc Block Grant	Office Exp
1432	2100	08/22/18	xxxx8798	249.92	HS Basic Grant	Office Exp
1401	2100	08/22/18	xxxx5045	154.18	Indirect Admin Costs	Office Exp
				<b>\$ 964.06</b>		
1432	2102	08/22/18	xxxx1416	257.79	HS Basic Grant	Books, Periodicals
1432	2102	08/22/18	xxxx8798	402.00	HS Basic Grant	Books, Periodicals
				<b>\$ 659.79</b>		
1464	2132	08/22/18	xxxx1907	3,261.43	EHS-Child Care Partnership #2	Minor Computer Equip
1401	2132	08/22/18	xxxx1907	261.68	Indirect Admin Costs	Minor Computer Equip
1530	2132	08/22/18	xxxx1907	293.59	FACS Mental Health Program	Minor Computer Equip
1417	2132	08/22/18	xxxx1907	227.81	Child Care Svs Program	Minor Computer Equip
1432	2132	08/22/18	xxxx1907	165.29	HS Basic Grant	Minor Computer Equip
				<b>\$ 4,209.80</b>		
1432	2200	08/22/18	xxxx8777	100.00	HS Basic Grant	Memberships
1519	2200	08/22/18	xxxx0494	550.00	CC College Site Costs	Memberships
				<b>650.00</b>		
1401	2251	08/22/18	xxxx1907	20.00	Indirect Admin Costs	Computer Software Cost
				<b>\$ 20.00</b>		
1407	2300	08/22/18	xxxx4959	656.30	Comm. Svc Block Grant	Transportation & Travel
				<b>\$ 656.30</b>		
1464	2303	08/22/18	xxxx4959	796.26	EHS-Child Care Partnership #2	Other Travel Employees
1407	2303	08/22/18	xxxx4959	1,401.16	Comm. Svc Block Grant	Other Travel Employees
1464	2303	08/22/18	xxxx1907	1,662.00	EHS-Child Care Partnership #2	Other Travel Employees
1482	2303	08/22/18	xxxx2364	294.96	Child Nutrition Food Services	Other Travel Employees
1464	2303	08/22/18	xxxx2364	(387.00)	EHS-Child Care Partnership #2	Other Travel Employees
				<b>\$ 3,767.38</b>		
1432	2467	08/22/18	xxxx1907	800.00	HS Basic Grant	Training & Registration
1482	2467	08/22/18	xxxx2364	275.00	Child Nutrition Food Services	Training & Registration
1464	2467	08/22/18	xxxx2364	205.89	EHS-Child Care Partnership #2	Training & Registration
1525	2467	08/22/18	xxxx0220	175.00	Las Deltas Site Costs	Training & Registration
				<b>\$ 1,455.89</b>		
1432	2477	08/22/18	xxxx8777	267.04	HS Basic Grant	Educational Supplies
1432	2477	08/22/18	xxxx1416	2,040.93	HS Basic Grant	Educational Supplies
				<b>\$ 2,307.97</b>		
1401	2479	08/22/18	xxxx1899	1,446.71	Indirect Admin Costs	Other Special Dpmtal Exp
				<b>\$ 1,446.71</b>		
1464	2490	08/22/18	xxxx4959	408.53	EHS-Child Care Partnership #2	Misc Services/Supplies
1432	2490	08/22/18	xxxx8777	421.84	HS Basic Grant	Misc Services/Supplies
1432	2490	08/22/18	xxxx1416	103.30	HS Basic Grant	Misc Services/Supplies
1516	2490	08/22/18	xxxx0220	474.08	Los Nogales Site Costs	Misc Services/Supplies
1423	2490	08/22/18	xxxx3838	305.04	HS Parent Services	Misc Services/Supplies
				<b>\$ 1,712.79</b>		
				<b>\$ 17,850.69</b>		

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2018 EARLY HEAD START PROGRAM**  
August 2018 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 191,456	\$ 661,939	\$ 470,483	29%
<b>b. FRINGE BENEFITS</b>	111,756	413,339	301,583	27%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	9,419	16,800	7,381	56%
<b>f. CONTRACTUAL</b>	1,812,627	2,292,672	480,045	79%
<b>g. CONSTRUCTION</b>	-	-	-	0%
<b>h. OTHER</b>	34,024	99,983	65,959	34%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 2,159,280	\$ 3,484,733	\$ 1,325,453	62%
<b>j. INDIRECT COSTS</b>	54,978	143,657	88,679	38%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 2,214,259</b>	<b>\$ 3,628,390</b>	<b>\$ 1,414,131</b>	<b>61%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 536,624</i>	<i>\$ 907,098</i>	<i>\$ 370,474</i>	<i>59%</i>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2018 EARLY HEAD START PROGRAM**  
August 2018 Expenditures

1	2	3	4	5	6	7	8
	Jan 17 to Jun-18	Actual Jul-18	Actual Aug-18	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>							
<b>a. Salaries &amp; Wages (Object Class 6a)</b>							
Permanent 1011	139,362	11,671	19,475	170,508	580,660	410,152	29%
Temporary 1013	15,279	1,868	3,801	20,948	81,279	60,331	26%
<b>a. PERSONNEL (Object class 6a)</b>	<b>154,641</b>	<b>13,539</b>	<b>23,276</b>	<b>191,456</b>	<b>661,939</b>	<b>470,483</b>	<b>29%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>91,654</b>	<b>6,945</b>	<b>13,157</b>	<b>111,756</b>	<b>413,339</b>	<b>301,583</b>	<b>27%</b>
<b>e. SUPPLIES (Object Class 6e)</b>							
1. Office Supplies	4,968	-	2,670	7,639	8,000	361	95%
2. Child and Family Serv. Supplies/classroom St	50	-	-	50	4,000	3,950	1%
4. Other Supplies	-	-	-	-	-	-	-
Computer Supplies, Software Upgrades, Con	339	-	-	339	2,000	1,661	17%
Health/Safety Supplies	693	-	-	693	1,500	807	46%
Miscellaneous Supplies	647	-	-	647	1,000	353	65%
Household Supplies	39	-	11	50	300	250	-
<b>e. SUPPLIES (Object Class 6e)</b>	<b>6,737</b>	<b>-</b>	<b>2,681</b>	<b>9,419</b>	<b>16,800</b>	<b>7,381</b>	<b>56%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>							
1. Adm Svcs ( Legal, Accounting, Temporary Cc	-	-	-	-	1,000	1,000	0%
2. Health/Disabilities Services	-	-	-	-	-	-	-
Health Consultant	9,840	1,920	-	11,760	19,500	7,740	60%
5. Training & Technical Assistance - PA11	-	-	-	-	-	-	-
Interaction	-	-	-	-	5,500	5,500	0%
Diane Godard	-	-	-	-	7,500	7,500	0%
Josephine Lee (\$35,000/2)	-	-	-	-	5,000	5,000	0%
Susan Cooke (\$60,000/2)	-	-	-	-	6,500	6,500	0%
8. Other Contracts	-	-	-	-	-	-	-
FB-Fairgrounds Partnership	34,000	-	-	34,000	76,000	42,000	45%
FB-E. Leland/Mercy Housing Partnership	90,000	-	-	90,000	180,000	90,000	50%
Apiranet	303,000	(20,000)	-	283,000	526,000	243,000	54%
Crossroads	80,000	-	-	80,000	126,000	46,000	63%
Martinez ECC	48,000	-	-	48,000	96,000	48,000	50%
Child Outcome Planning & Admini. (COPA/Ni	600	-	-	600	3,000	2,400	20%
Enhancement/wrap-around HS slots with Sta	1,265,267	-	-	1,265,267	1,240,672	(24,595)	102%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>1,830,707</b>	<b>(18,080)</b>	<b>-</b>	<b>1,812,627</b>	<b>2,292,672</b>	<b>480,045</b>	<b>79%</b>
<b>h. OTHER (Object Class 6h)</b>							
2. Bldg Occupancy Costs/Rents & Leases (Rents & Leases/Other Income)	1,292	-	1,854	3,146	1,800	(1,346)	175%
4. Utilities, Telephone	1,621	-	237	1,858	5,600	3,742	33%
5. Building and Child Liability Insurance	-	-	-	-	-	-	-
6. Bldg. Maintenance/Repair and Other Occupa	402	-	5	407	7,200	6,793	6%
8. Local Travel (55.5 cents per mile)	2,116	-	21	2,137	6,500	4,363	33%
9. Nutrition Services	-	-	-	-	-	-	-
Child Nutrition Costs	569	-	133	701	1,100	399	64%
(CCFP & USDA Reimbursements)	(167)	-	(76)	(243)	(800)	(557)	-
13. Parent Services	-	-	-	-	2,000	2,000	0%
Parent Conference Registration - PA11	-	-	-	-	2,000	2,000	0%
Parent Resources (Parenting Books, Videos	384	-	-	384	2,000	1,616	19%
PC Orientation, Trainings, Materials & Trans	1,011	-	-	1,011	4,000	2,989	25%
Policy Council Activities	-	-	-	-	1,000	1,000	0%
Parent Activities (Sites, PC, BOS luncheon)	-	-	2	2	500	498	0%
Child Care/Mileage Reimbursement	277	-	-	277	1,500	1,223	18%
14. Accounting & Legal Services	-	-	-	-	-	-	-
Data Processing/Other Services & Supplies	1,640	-	380	2,019	3,200	1,181	63%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-
Recruitment Advertising (Newspaper, Brochu	-	-	-	-	100	100	-
16. Training or Staff Development	-	-	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fee	281	1,900	-	2,181	20,200	18,019	11%
Staff Trainings/Dev. Conf. Registrations/Me	7,125	443	30	7,597	30,244	22,647	25%
17. Other	-	-	-	-	-	-	-
Site Security Guards	752	-	-	752	1,000	248	75%
Vehicle Operating/Maintenance & Repair	7,268	1,107	1,561	9,937	8,000	(1,937)	124%
Equipment Maintenance Repair & Rental	890	-	-	890	1,000	110	89%
Other Operating Expenses (Facs Admin/Othe	954	-	13	967	3,839	2,872	25%
Other Departmental Expenses	-	-	-	-	-	-	-
<b>h. OTHER (6h)</b>	<b>26,415</b>	<b>3,450</b>	<b>4,159</b>	<b>34,024</b>	<b>99,983</b>	<b>65,959</b>	<b>34%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>2,110,153</b>	<b>5,854</b>	<b>43,273</b>	<b>2,159,280</b>	<b>3,484,733</b>	<b>1,325,453</b>	<b>62%</b>
<b>j. INDIRECT COSTS</b>	<b>54,978</b>	<b>-</b>	<b>-</b>	<b>54,978</b>	<b>143,657</b>	<b>88,679</b>	<b>38%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>2,165,132</b>	<b>5,854</b>	<b>43,273</b>	<b>2,214,259</b>	<b>3,628,390</b>	<b>1,414,131</b>	<b>61%</b>
<b>Non-Federal Match (In-Kind)</b>	<b>524,342</b>	<b>1,463</b>	<b>10,818</b>	<b>536,624</b>	<b>907,098</b>	<b>370,474</b>	<b>59%</b>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2018 HEAD START PROGRAM**  
August 2018 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 2,558,936	\$ 4,057,499	\$ 1,498,563	63%
b. FRINGE BENEFITS	1,606,771	2,584,554	977,783	62%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	118,203	143,000	24,797	83%
f. CONTRACTUAL	1,581,017	7,121,029	5,540,012	22%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	816,632	1,747,810	931,178	47%
<b>I. TOTAL DIRECT CHARGES</b>	<b>\$ 6,681,558</b>	<b>\$ 15,653,892</b>	<b>\$ 8,972,334</b>	<b>43%</b>
j. INDIRECT COSTS	747,210	969,742	222,532	77%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 7,428,769</b>	<b>\$ 16,623,634</b>	<b>\$ 9,194,865</b>	<b>45%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 2,345,184</i>	<i>\$ 4,155,909</i>	<i>\$ 1,810,724</i>	<i>56%</i>



**CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
2018 HEAD START PROGRAM  
August 2018 Expenditures**

1	2	3	4	5	6	7	8	9
	Jan-18 thru Mar-18	Apr-18 thru Jun-18	Actual Jul-18	Actual Aug-18	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>a. Salaries &amp; Wages (Object Class 6a)</b>								
Permanent 1011	923,758	895,050	232,929	279,919	2,331,657	3,492,453	1,160,796	67%
Temporary 1013	113,591	76,779	11,703	25,207	227,279	565,046	337,767	40%
<b>a. PERSONNEL (Object class 6a)</b>	<b>1,037,349</b>	<b>971,829</b>	<b>244,633</b>	<b>305,126</b>	<b>2,558,936</b>	<b>4,057,499</b>	<b>1,498,563</b>	<b>63%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>641,298</b>	<b>613,986</b>	<b>157,193</b>	<b>194,294</b>	<b>1,606,771</b>	<b>2,584,554</b>	<b>977,783</b>	<b>62%</b>
<b>e. SUPPLIES (Object Class 6e)</b>								
1. Office Supplies	19,372	15,144	1,117	5,313	40,946	38,000	(2,946)	108%
2. Child and Family Services Supplies (Includesclassroom Supj	2,641	9,448	-	11,883	23,972	35,000	11,028	68%
4. Other Supplies								
Computer Supplies, Software Upgrades, Computer Replace	29	38,180	-	412	38,621	45,000	6,379	86%
Health/Safety Supplies	3,355	2,204	-	-	5,559	9,000	3,441	62%
Mental helath/Diasabilities Supplies	-	-	-	-	-	-	-	
Miscellaneous Supplies	736	7,166	-	486	8,387	10,000	1,613	84%
Employee Morale	-	-	-	-	-	4,000	4,000	0%
Household Supplies	-	674	-	45	719	2,000	1,281	36%
<b>TOTAL SUPPLIES (6e)</b>	<b>26,132</b>	<b>72,814</b>	<b>1,117</b>	<b>18,139</b>	<b>118,203</b>	<b>143,000</b>	<b>24,797</b>	<b>83%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>								
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	6,004	15,110	-	1,235	22,349	58,000	35,651	39%
Estimated Medical Revenue from Medi-Cal (Org 1432 - cred	-	(367,402)	-	-	(367,402)	(500,000)	(132,598)	73%
Health Consultant	11,200	14,000	4,480	4,480	34,160	55,700	21,540	61%
5. Training & Technical Assistance - PA11								
Interaction	-	-	3,000	-	3,000	6,000	3,000	50%
Diane Godard (\$50,000/2)	1,600	6,825	250	-	8,675	15,000	6,325	58%
Josephine Lee (\$35,000/2)	450	1,927	-	-	2,377	14,300	11,923	17%
Susan Cooke (\$60,000/2)	-	-	-	-	-	10,400	10,400	
7. Delegate Agency Costs								
First Baptist Church Head Start PA22	-	1,022,178	(256,387)	256,387	1,022,178	2,156,616	1,134,438	47%
First Baptist Church Head Start PA20	-	-	-	-	-	8,000	8,000	0%
8. Other Contracts								
FB-Fairgrounds Partnership (Wrap)	11,910	25,348	-	-	37,258	74,213	36,955	50%
FB-Fairgrounds Partnership	28,800	57,600	-	-	86,400	183,600	97,200	47%
FB-E. Leland/Mercy Housing Partnership	-	-	-	-	-	-	-	
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	18,000	36,000	-	-	54,000	108,000	54,000	50%
YMCA of the East Bay	-	141,050	94,500	65,600	301,150	571,200	270,050	53%
Child Outcome Planning and Administration (COPA/Nulinx)	964	1,928	-	-	2,892	20,000	17,108	14%
Enhancement/wrap-around HS slots with State CD Program	1,918	514,162	(142,100)	-	373,980	4,340,000	3,966,020	9%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>80,845</b>	<b>1,468,726</b>	<b>(296,257)</b>	<b>327,703</b>	<b>1,581,017</b>	<b>7,121,029</b>	<b>5,540,012</b>	<b>22%</b>
<b>h. OTHER (Object Class 6h)</b>								
2. Bldg Occupancy Costs/Rents & Leases	51,167	73,771	17,931	23,090	165,958	225,000	59,042	74%
(Rents & Leases/Other Income)	-	(567)	-	-	(567)	-	567	
4. Utilities, Telephone	55,894	77,201	1,104	19,279	153,477	300,000	146,523	51%
5. Building and Child Liability Insurance	2,707	-	-	-	2,707	3,000	294	90%
6. Bldg. Maintenance/Repair and Other Occupancy	7,151	27,811	1,901	12,110	48,973	100,000	51,027	49%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	6,497	15,269	972	1,022	23,759	50,000	26,241	48%
9. Nutrition Services								
Child Nutrition Costs	39,303	103,983	-	2,927	146,213	310,000	163,787	47%
(CCFP & USDA Reimbursements)	-	(57,041)	-	(2,759)	(59,799)	(230,000)	(170,201)	26%
13. Parent Services								
Parent Conference Registration - PA11	784	-	-	-	784	4,000	3,216	20%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	-	-	-	1,000	1,000	0%
PC Orientation, Trainings, Materials & Translation - PA11	3,098	3,862	-	-	6,960	12,700	5,740	55%
Policy Council Activities	21	929	-	-	949	4,000	3,051	24%
Male Involvement Activities	-	-	-	-	-	500	500	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	2,825	-	-	-	2,825	7,500	4,675	38%
Child Care/Mileage Reimbursement	732	3,202	-	-	3,935	5,100	1,165	77%
14. Accounting & Legal Services								
Auditor Controllers	-	1,836	-	-	1,836	2,000	164	92%
Data Processing/Other Services & Supplies	2,870	5,051	-	1,544	9,465	15,000	5,535	63%
15. Publications/Advertising/Printing								
Outreach/Printing	-	-	-	-	-	100	100	0%
Recruitment Advertising (Newspaper, Brochures)	-	1,338	-	-	1,338	2,500	1,162	54%
16. Training or Staff Development								
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE	286	8,482	1,900	925	11,594	22,098	10,504	52%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	6,403	42,985	3,984	5,075	58,447	126,846	68,399	46%
Family, Community and Parent Involvement	-	-	-	-	-	95,000	95,000	0%
17. Other								
Site Security Guards	3,123	12,617	-	33	15,773	35,000	19,227	45%
Dental/Medical Services	-	-	-	-	-	1,000	1,000	0%
Vehicle Operating/Maintenance & Repair	13,730	41,891	4,084	8,142	67,848	160,000	92,152	42%
Equipment Maintenance Repair & Rental	37,983	70,475	-	5,690	114,148	291,718	177,570	39%
Dept. of Health and Human Services-data Base (CORD)	1,825	6,546	-	-	8,370	12,000	3,630	70%
Field Trips	-	4,855	-	-	4,855	5,000	145	
Other Operating Expenses (Facs Admin/Other admin)	13,652	11,642	-	1,491	26,785	186,748	159,963	14%
Other Departmental Expenses	-	-	-	-	-	-	-	
<b>h. OTHER (6h)</b>	<b>250,051</b>	<b>456,138</b>	<b>31,875</b>	<b>78,569</b>	<b>816,632</b>	<b>1,747,810</b>	<b>931,178</b>	<b>47%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>2,035,675</b>	<b>3,583,493</b>	<b>138,560</b>	<b>923,830</b>	<b>6,681,558</b>	<b>15,653,892</b>	<b>8,972,334</b>	<b>43%</b>
<b>j. INDIRECT COSTS</b>	<b>238,700</b>	<b>508,511</b>	<b>-</b>	<b>-</b>	<b>747,210</b>	<b>969,742</b>	<b>222,532</b>	<b>77%</b>
<b>k. TOTALS (ALL BUDGET CATEGORIES)</b>	<b>2,274,375</b>	<b>4,092,004</b>	<b>138,560</b>	<b>923,830</b>	<b>7,428,769</b>	<b>16,623,634</b>	<b>9,194,865</b>	<b>45%</b>
<b>Non-Federal Share (In-kind)</b>	<b>568,594</b>	<b>1,510,993</b>	<b>34,640</b>	<b>230,958</b>	<b>2,345,184</b>	<b>4,155,909</b>	<b>1,810,724</b>	<b>56%</b>



**CAO Monthly Report  
 CSBG and Weatherization Programs  
 Year-to-Date Expenditures  
 As of August 31, 2018**

**1. 2018 LIHEAP WX**

Contract # 18B-4005  
 Term: Oct. 1, 2017 - July 31, 2019  
 Amount: WX \$ 908,636

Total Contract	\$	908,636
Expenditures		(565,567)
Balance	\$	<u>343,069</u>
Expended		62%

**2. 2018 LIHEAP ECIP/EHA 16**

Contract # 18B-4005  
 Term: Oct. 1, 2017 - July 31, 2019  
 Amount: EHA 16 \$ 907,105









Total Contract	\$	907,105
Expenditures		(532,046)
Balance	\$	<u>375,059</u>
Expended		59%

**4. 2018 COMMUNITY SERVICES BLOCK GRANT (CSBG)**

Contract # 18F-5007  
 Term: Jan. 1, 2018 - May 31, 2019  
 Amount: \$ 860,369

Total Contract	\$	860,369
Expenditures		(449,789)
Balance	\$	<u>410,580</u>
Expended		52%

# September 2018 – Community Services Bureau Preschool Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p align="center"><b>ALL BREAKFAST &amp; LUNCH SERVED WITH 1% LOW-FAT MILK</b></p> <p align="center">*Indicates vegetable included in main dish</p> <p align="center"><b>WATER IS OFFERED THROUGHOUT THE DAY</b></p>				
<p align="center"><b>3</b></p> 	<p align="center"><b>4</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Orange ½ c. Rice Chex Cereal</p> <p align="center"><u>LUNCH</u></p> <p>½ ea. <i>SUNBUTTER &amp; JELLY SANDWICH</i> ½ oz. Cheese Stick ¼ c. Baby Carrots No Dressing ¼ c. Fresh Apple Slices 1 sl. Whole Wheat Bread</p> <p align="center"><u>PM SNACK</u></p> <p>¼ c. Lets Go Fishing Trail Mix (corn chex, pretzels, fish &amp; cheese crackers) ½ c. 1% Low-Fat Milk</p>	<p align="center"><b>5</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Pineapple Tidbits ½ ea. Whole Wheat Bagel/Low-fat Cream Cheese</p> <p align="center"><u>LUNCH</u></p> <p>1-serv. *<i>CHICKEN CHILAQUILES WITH WHOLE GRAIN CORN TORTILLA CHIPS</i> ¼ c. Jicama Sticks 1 sl. Fresh Cantaloupe</p> <p align="center"><u>PM SNACK</u></p> <p>1 pkg. Graham Crackers ½ c. 1% Low-Fat Milk</p>	<p align="center"><b>6</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Kiwi ½ c. Bran Cereal</p> <p align="center"><u>LUNCH</u></p> <p>¾ c. <i>CAJUN RED BEANS</i> ¼ c. Spring Salad Mix/Italian Dressing 1 sl. Fresh Honeydew ¼ c. Whole Grain Brown Rice</p> <p align="center"><u>PM SNACK</u></p> <p>½ c. Broccoli Florets &amp; Bell Pepper Strips/Ranch Dressing 6 ea. Wheat Thin Cracker</p> 	<p align="center"><b>7</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Strawberries ¼ c. Low-Fat Plain Yogurt/Granola</p> <p align="center"><u>LUNCH</u></p> <p>1 ea. *<i>CRUNCHY HAWAIIAN CHICKEN WRAP</i> (diced chicken, broccoli, carrots, pineapple, &amp; spinach) ¼ c. Mango Chunks 1 ea. Whole Wheat Tortilla</p> <p align="center"><u>PM SNACK</u></p> <p>½ c. Tropical Fruit Salad ½ c. 1% Low-Fat Milk</p>
<p align="center"><b>10</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Orange ½ c. Rice Chex Cereal</p> <p align="center"><u>LUNCH</u></p> <p>¾ c. *<i>VEGETABLE CHILI</i> (Kidney beans, tomatoes, bulgur wheat, yogurt, &amp; cheddar cheese) ¼ c. Fresh Apple 1 ea. Whole Wheat Tortilla</p> <p align="center"><u>PM SNACK</u></p> <p>1 pkg. Goldfish Pretzel Crackers ½ c. 1% Low-Fat Milk</p>	<p align="center"><b>11</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Kiwi ½ ea. Whole Wheat English Muffin/Low-Fat Cream Cheese</p> <p align="center"><u>LUNCH</u></p> <p>1½ ozs. <i>CURRY CHICKEN SALAD</i> ¼ c. Broccoli Florets/Ranch Dressing 1 sl. Fresh Cantaloupe 1 sl. Whole Wheat Bread</p>  <p align="center"><u>PM SNACK</u></p> <p>½ c. Tomato &amp; Zucchini Salad/Italian Dressing 6 ea. Wheat Thin Crackers</p>	<p align="center"><b>12</b></p> <p align="center"><u>BREAKFAST</u></p> <p>1 ea. Fresh Banana ½ c. Kix Cereal</p> <p align="center"><u>LUNCH</u></p> <p>1½ ozs. <i>TURKEY TACOS WITH CHEESE</i> ¼ c. Shredded Lettuce &amp; Tomatoes ¼ c. Mango Chunks 2 ea. Whole Grain Mini Corn Tortillas</p> <p align="center"><u>PM SNACK</u></p> <p>½ c. Fresh Orange 1 ea. Hard Boiled Egg</p>	<p align="center"><b>13</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Strawberries ½ sl. Whole Wheat Cinnamon Bread</p> <p align="center"><u>LUNCH</u></p> <p>¾ c. <i>SEASONED BLACKEYE PEAS</i> ¼ c. Beet &amp; Kale Salad/Raspberry Dressing ¼ c. Fresh Kiwi 1 sq. Whole Wheat Cornbread (homemade)</p> <p align="center"><u>PM SNACK</u></p> <p>½ c. Cucumbers &amp; Carrot Sticks/Dill Scallion Dip 2 pkgs. Wheat Crackers</p> 	<p align="center"><b>14</b></p> <p align="center"><u>BREAKFAST</u></p> <p>1 ea. Fresh Banana ¼ c. Cheerios</p> <p align="center"><u>LUNCH</u></p> <p><i>ROASTED TURKEY PITA SANDWICH</i> (2-slices Roasted Turkey &amp; ½ oz. Cheese) ¼ c. Fresh Tomatoes, Cucumber &amp; Baby Spinach/Ranch Dressing ¼ c. Fresh Apple ½ ea. Whole Wheat Pita Pocket Bread</p> <p align="center"><u>PM SNACK – NUTRITION EXPERIENCE</u></p> <p>ANTS ON A LOG ¼ c. Celery Sticks 1 tbsps. Sunbutter (Raisins) ½ c. 1% Low-Fat Milk</p>
<p align="center"><b>17</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Kiwi ½ c. Corn Chex Cereal</p> <p align="center"><u>LUNCH</u></p> <p>1 c. *<i>CHEESY QUINOA &amp; VEGETABLES</i> (broccoli &amp; shredded carrots) ¼ c. Fresh Strawberries</p> <p align="center"><u>PM SNACK</u></p> <p>1 ea. Hummus Veggie Roll ½ c. 1% Low-Fat Milk</p> 	<p align="center"><b>18</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Orange ½ ea. Whole Wheat Bagel/Low-Fat Cream Cheese</p> <p align="center"><u>LUNCH</u></p> <p>1 ½ oz. <i>BBQ TURKEY</i> ¼ c. Spinach Salad/Raspberry Dressing ¼ c. Fresh Apple 1 sl. Whole Wheat Hamburger Bun</p> <p align="center"><u>PM SNACK</u></p> <p>½ c. Cottage Cheese Herb Dip 6 ea. Wheat Thin Crackers</p>	<p align="center"><b>19</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Pineapple Chunks ½ ea. Whole Wheat English Muffin/Sunbutter</p> <p align="center"><u>LUNCH</u></p> <p>1 c. <i>JAMMIN JAMBALAYA</i> (diced chicken, tomatoes, okra, &amp; brown rice) ¼ c. Rainbow Cabbage Slaw 1 sl. Fresh Cantaloupe</p> <p align="center"><u>PM SNACK</u></p> <p>½ c. Fresh Pear ½ oz. Cheddar Cheese Slice</p> 	<p align="center"><b>20</b></p> <p align="center"><u>BREAKFAST</u></p> <p>1 ea. Fresh Banana ¼ c. Cornflake Cereal</p> <p align="center"><u>LUNCH</u></p> <p>1 ea. <i>MEXICAN PIZZA</i> (refried beans, tomato paste, salsa, &amp; mozzarella cheese) ¼ c. Jicama Sticks ¼ c. Fresh Orange 1 ea. Whole Wheat Flour Tortilla</p> <p align="center"><u>PM SNACK</u></p> <p>½ sl. Raisin Bread 1 tbsps. Sunbutter</p>	<p align="center"><b>21</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Apple ½ sl. Whole Wheat Toast</p> <p align="center"><u>LUNCH</u></p> <p>1½ ozs. <i>TUNA SALAD</i> ¼ c. Baby Carrots (No Dressing) ¼ c. Fresh Strawberries ½ ea. Whole Wheat Pita Bread</p> <p align="center"><u>PM SNACK</u></p> <p>¼ c. Homemade Pico De Gallo 5 ea. Whole Grain Corn Tortilla Chips ½ c. 1% Low-Fat Milk</p>
<p align="center"><b>24</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Apple ½ c. Kix Cereal</p> <p align="center"><u>LUNCH</u></p> <p>1 ea. <i>BEAN &amp; CHEESE BURRITO</i> ¼ c. Romaine &amp; Tomatoes ¼ c. Fresh Kiwi 1 ea. Whole Wheat Tortilla</p> <p align="center"><u>PM SNACK</u></p> <p>1 pkg. Graham Crackers ½ c. 1% Low-fat Milk</p>	<p align="center"><b>25</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Orange ½ c. Bran Cereal</p> <p align="center"><u>LUNCH</u></p> <p>1 ½ ozs. <i>SLICED TURKEY HAM</i> ¼ c. Sweet Potatoes &amp; Apples ¼ c. Fresh Pear 1 sl. Whole Wheat Bread</p> <p align="center"><u>PM SNACK</u></p> <p>½ c. Cottage Cheese ½ c. Pineapple Tidbits</p> 	<p align="center"><b>26</b></p> <p align="center"><u>BREAKFAST</u></p> <p>1 ea. Fresh Banana 1 ea. Whole Wheat Tortilla/Sunbutter</p> <p align="center"><u>LUNCH</u></p> <p>¾ c. *<i>GROUND TURKEY, TOMATO &amp; CORN BAKE WITH WHOLE WHEAT PENNE</i> 1 sl. Honeydew Melon</p> <p align="center"><u>PM SNACK</u></p> <p>¼ c. Low-fat Plain Yogurt ½ c. Mixed Fruit</p>	<p align="center"><b>27</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Mango Chunks ½ ea. Whole Wheat Bagel/Cream Cheese</p> <p align="center"><u>LUNCH</u></p> <p>¾ c. *<i>BROCCOLI CAULIFLOWER &amp; CHEESE SOUP</i> ¼ c. Fresh Strawberries ½ ea. Whole Wheat Roll</p> <p align="center"><u>PM SNACK</u></p> <p>1 pkg. Animal Crackers ½ c. 1% Low-Fat Milk</p>	<p align="center"><b>28</b></p> <p align="center"><u>BREAKFAST</u></p> <p>½ c. Fresh Orange ½ sl. Whole Wheat Cinnamon Bread</p> <p align="center"><u>LUNCH</u></p> <p>½ c. <i>CHICKEN SALAD</i> ¼ c. Tomato Wedges 1 sl. Fresh Cantaloupe 1 sl. Whole wheat Bread</p> <p align="center"><u>PM SNACK</u></p> <p>1 ea. Fresh Banana 1 tbsps. Sunbutter</p> 



**2017-2018 PIR PERFORMANCE INDICATOR REPORT - EARLY HEAD START**

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**Enrollment - Performance Indicators**

Context		Number	
<i>Cumulative Enrolled Children</i>		452	
2018 #	PIR Performance Indicator	Number	Percentage
101	Percentage (%) of children enrolled for multiple years	244	54%
102	Percentage (%) of children enrolled less than 45 days	53	11.7%
Context		Number	
<i>Cumulative Enrolled Children and Pregnant Women (if EHS)</i>		496	
2018 #	PIR Performance Indicator	Number	Percentage
103	Percentage (%) of children and pregnant women (if EHS) who left the program and did not re-enroll	205	41.3%

**Services to All Children at Beginning of Enrollment Year Compared to End of Enrollment Year (based on Cumulative Enrollment) - Performance Indicators**

Context				Number	
<i>Cumulative Enrolled Children</i>				452	
<i>Children Enrolled less than 45 Days</i>				53	11.7%
2018 #	PIR Performance Indicator	Number at Beginning of Enrollment Year	Percentage at Beginning of Enrollment Year	Number at End of Enrollment Year	Percentage at End of Enrollment Year
111	Percentage (%) of children with health insurance	452	100%	452	100%
112	Percentage (%) of children with a medical home	451	99.8%	452	100%
113	Percentage (%) of children with up-to-date immunizations, all possible immunizations to date, or exempt	449	99.3%	452	100%
114	Percentage (%) of children with a dental home	394	87.2%	440	97.3%

## Services to All Children (based on Cumulative Enrollment) - Performance Indicators

Context		Number	
<i>Cumulative Enrolled Children</i>		452	
2018 #	PIR Performance Indicator	Number	Percentage
121	Percentage (%) of children with an IFSP or IEP	20	4.4%
122	Percentage (%) of children up-to-date on a schedule of preventive and primary health care per the state's EPSDT schedule at the end of enrollment year	415	91.8%
123	Of the children up-to-date on health screenings, the percentage (%) of children diagnosed with a chronic condition needing medical treatment	--	51 -- 12.3%
124	Of the children diagnosed with a chronic condition needing medical treatment, the percentage (%) of children who received medical treatment	-- --	50 -- -- 98%

## Family Services - Performance Indicators

Context		Number	
<i>Total Number of Families</i>		443	
2018 #	PIR Performance Indicator	Number	Percentage
141	Percentage (%) of families who received at least one of the family services reported in the PIR	434	98%
Context		Number	
<i>Total Number of Families Experiencing Homelessness that were Served During the Enrollment Year</i>		9	
2018 #	PIR Performance Indicator	Number	Percentage
142 <i>(new)</i>	Percentage (%) of families experiencing homelessness during the enrollment year that acquired housing during the enrollment year	3	33.3%

## Infant/Toddler Staff (EHS and Migrant/Seasonal infants/toddler staff only) - Performance Indicator

Context		Number	
<i>Early Head Start Center-Based Teachers</i>		72	
2018 #	PIR Performance Indicator	Number	Percentage
161	Percentage (%) of infant and toddler classroom teachers that meet the degree/credential requirements of Section 645A.(h) (CDA/equivalent or higher) that became effective September, 2010	72	100%



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**Enrollment - Performance Indicators**

Context		Number	
<i>Cumulative Enrolled Children</i>		91	
2018 #	PIR Performance Indicator	Number	Percentage
101	Percentage (%) of children enrolled for multiple years	50	54.9%
102	Percentage (%) of children enrolled less than 45 days	2	2.2%
Context		Number	
<i>Cumulative Enrolled Children and Pregnant Women (if EHS)</i>		91	
2018 #	PIR Performance Indicator	Number	Percentage
103	Percentage (%) of children and pregnant women (if EHS) who left the program and did not re-enroll	17	18.7%

**Services to All Children at Beginning of Enrollment Year Compared to End of Enrollment Year (based on Cumulative Enrollment) - Performance Indicators**

Context		Number			
<i>Cumulative Enrolled Children</i>		91			
<i>Children Enrolled less than 45 Days</i>		2		2.2%	
2018 #	PIR Performance Indicator	Number at Beginning of Enrollment Year	Percentage at Beginning of Enrollment Year	Number at End of Enrollment Year	Percentage at End of Enrollment Year
111	Percentage (%) of children with health insurance	91	100%	91	100%
112	Percentage (%) of children with a medical home	91	100%	91	100%
113	Percentage (%) of children with up-to-date immunizations, all possible immunizations to date, or exempt	91	100%	91	100%
114	Percentage (%) of children with a dental home	74	81.3%	82	90.1%

## Services to All Children (based on Cumulative Enrollment) - Performance Indicators

Context		Number	
<i>Cumulative Enrolled Children</i>		91	
2018 #	PIR Performance Indicator	Number	Percentage
121	Percentage (%) of children with an IFSP or IEP	2	2.2%
122	Percentage (%) of children up-to-date on a schedule of preventive and primary health care per the state's EPSDT schedule at the end of enrollment year	64	70.3%
123	Of the children up-to-date on health screenings, the percentage (%) of children diagnosed with a chronic condition needing medical treatment	--	10 --
124	Of the children diagnosed with a chronic condition needing medical treatment, the percentage (%) of children who received medical treatment	--	9 --

## Family Services - Performance Indicators

Context		Number	
<i>Total Number of Families</i>		79	
2018 #	PIR Performance Indicator	Number	Percentage
141	Percentage (%) of families who received at least one of the family services reported in the PIR	79	100%
Context		Number	
<i>Total Number of Families Experiencing Homelessness that were Served During the Enrollment Year</i>		0	
2018 #	PIR Performance Indicator	Number	Percentage
142 <i>(new)</i>	Percentage (%) of families experiencing homelessness during the enrollment year that acquired housing during the enrollment year	0	0%

## Infant/Toddler Staff (EHS and Migrant/Seasonal infants/toddler staff only) - Performance Indicator

Context		Number	
<i>Early Head Start Center-Based Teachers</i>		10	
2018 #	PIR Performance Indicator	Number	Percentage
161	Percentage (%) of infant and toddler classroom teachers that meet the degree/credential requirements of Section 645A.(h) (CDA/equivalent or higher) that became effective September, 2010	11	110%



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**Enrollment - Performance Indicators**

Context		Number	
Cumulative Enrolled Children		161	
2018 #	PIR Performance Indicator	Number	Percentage
101	Percentage (%) of children enrolled for multiple years	24	14.9%
102	Percentage (%) of children enrolled less than 45 days	12	7.5%
Context		Number	
Cumulative Enrolled Children and Pregnant Women (if EHS)		161	
2018 #	PIR Performance Indicator	Number	Percentage
103	Percentage (%) of children and pregnant women (if EHS) who left the program and did not re-enroll	30	18.6%

**Services to All Children at Beginning of Enrollment Year Compared to End of Enrollment Year (based on Cumulative Enrollment) - Performance Indicators**

Context		Number			
Cumulative Enrolled Children		161			
Children Enrolled less than 45 Days		12			
		7.5%			
2018 #	PIR Performance Indicator	Number at Beginning of Enrollment Year	Percentage at Beginning of Enrollment Year	Number at End of Enrollment Year	Percentage at End of Enrollment Year
111	Percentage (%) of children with health insurance	161	100%	161	100%
112	Percentage (%) of children with a medical home	159	98.8%	161	100%
113	Percentage (%) of children with up-to-date immunizations, all possible immunizations to date, or exempt	160	99.4%	159	98.8%
114	Percentage (%) of children with a dental home	110	68.3%	123	76.4%

## Services to All Children (based on Cumulative Enrollment) - Performance Indicators

Context		Number	
<i>Cumulative Enrolled Children</i>		161	
2018 #	PIR Performance Indicator	Number	Percentage
121	Percentage (%) of children with an IFSP or IEP	5	3.1%
122	Percentage (%) of children up-to-date on a schedule of preventive and primary health care per the state's EPSDT schedule at the end of enrollment year	110	68.3%
123	Of the children up-to-date on health screenings, the percentage (%) of children diagnosed with a chronic condition needing medical treatment	--	8 -- 7.3%
124	Of the children diagnosed with a chronic condition needing medical treatment, the percentage (%) of children who received medical treatment	-- --	8 -- -- 100%

## Family Services - Performance Indicators

Context		Number	
<i>Total Number of Families</i>		150	
2018 #	PIR Performance Indicator	Number	Percentage
141	Percentage (%) of families who received at least one of the family services reported in the PIR	147	98%
Context		Number	
<i>Total Number of Families Experiencing Homelessness that were Served During the Enrollment Year</i>		4	
2018 #	PIR Performance Indicator	Number	Percentage
142 <i>(new)</i>	Percentage (%) of families experiencing homelessness during the enrollment year that acquired housing during the enrollment year	0	0%

## Infant/Toddler Staff (EHS and Migrant/Seasonal infants/toddler staff only) - Performance Indicator

Context		Number	
<i>Early Head Start Center-Based Teachers</i>		64	
2018 #	PIR Performance Indicator	Number	Percentage
161	Percentage (%) of infant and toddler classroom teachers that meet the degree/credential requirements of Section 645A.(h) (CDA/equivalent or higher) that became effective September, 2010	72	112.5%





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**Enrollment - Performance Indicators**

Context		Number	
<i>Cumulative Enrolled Children</i>		304	
2018 #	PIR Performance Indicator	Number	Percentage
101	Percentage (%) of children enrolled for multiple years	80	26.3%
102	Percentage (%) of children enrolled less than 45 days	0	0%
103	Percentage (%) of children and pregnant women (if EHS) who left the program and did not re-enroll	9	3%

**Services to All Children at Beginning of Enrollment Year Compared to End of Enrollment Year (based on Cumulative Enrollment) - Performance Indicators**

Context				Number	
<i>Cumulative Enrolled Children</i>				304	
<i>Children Enrolled less than 45 Days</i>				0	0%
2018 #	PIR Performance Indicator	Number at Beginning of Enrollment Year	Percentage at Beginning of Enrollment Year	Number at End of Enrollment Year	Percentage at End of Enrollment Year
111	Percentage (%) of children with health insurance	299	98.4%	304	100%
112	Percentage (%) of children with a medical home	304	100%	304	100%
113	Percentage (%) of children with up-to-date immunizations, all possible immunizations to date, or exempt	304	100%	304	100%
114	Percentage (%) of children with a dental home	297	97.7%	304	100%

**Services to All Children (based on Cumulative Enrollment) - Performance Indicators**

Context		Number	
<i>Cumulative Enrolled Children</i>		304	
2018 #	PIR Performance Indicator	Number	Percentage
121	Percentage (%) of children with an IFSP or IEP	29	9.5%
122	Percentage (%) of children up-to-date on a schedule of preventive and primary health care per the state's EPSDT schedule at the end of enrollment year	304	100%
123	Of the children up-to-date on health screenings, the percentage (%) of children diagnosed with a chronic condition needing medical treatment	--	4 -- 1.3%
124	Of the children diagnosed with a chronic condition needing medical treatment, the percentage (%) of children who received medical treatment	-- --	4 -- -- 100%

### Services to Preschool Children (based on Cumulative Enrollment) - Performance Indicators

Context		Number	
<i>Cumulative Enrolled Preschool Children</i>		304	
<i>Cumulative Enrolled Preschool Children with an IEP for one of the Primary Disabilities Reported in the PIR</i>		29	
2018 #	PIR Performance Indicator	Number	Percentage
131	Percentage (%) of preschool children that received special education or related services for one of the primary disabilities reported in the PIR	29	100%
132	Percentage (%) of preschool children completing professional dental exams	301	99%
133	Of the preschool children receiving professional dental exams, the percentage (%) of preschool children needing professional dental treatment	--	6 -- 2%
134	Of the preschool children needing dental treatment, the percentage (%) of preschool children who received dental treatment	-- --	6 -- -- 100%

### Family Services - Performance Indicators

Context		Number	
<i>Total Number of Families</i>		292	
2018 #	PIR Performance Indicator	Number	Percentage
141	Percentage (%) of families who received at least one of the family services reported in the PIR	271	92.8%
Context		Number	
<i>Total Number of Families Experiencing Homelessness that were Served During the Enrollment Year</i>		0	
2018 #	PIR Performance Indicator	Number	Percentage
142 <i>(new)</i>	Percentage (%) of families experiencing homelessness during the enrollment year that acquired housing during the enrollment year	0	0%

### Preschool Staff and Classes (Head Start and Migrant/Seasonal preschool staff only) - Performance Indicators

<b>Context</b>		<b>Number</b>	
<i>Preschool Classroom Teachers</i>		16	
<i>Preschool Classes</i>		12	
<i>Preschool Classroom Assistant Teachers</i>		12	
<b>2018 #</b>	<b>PIR Performance Indicator</b>	<b>Number</b>	<b>Percentage</b>
151	Percentage (%) of preschool classroom teachers that meet the degree/credential requirements of Section 648A.(2)(A) (BA or higher - ECE/related) that will become effective September, 2013	5	31.2%
153	Percentage (%) of preschool classroom assistant teachers with a CDA/equivalent or higher, or are enrolled in a CDA or ECE degree program	12	100%



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**Enrollment - Performance Indicators**

Context		Number	
<i>Cumulative Enrolled Children</i>		452	
2018 #	PIR Performance Indicator	Number	Percentage
101	Percentage (%) of children enrolled for multiple years	244	54%
102	Percentage (%) of children enrolled less than 45 days	53	11.7%
Context		Number	
<i>Cumulative Enrolled Children and Pregnant Women (if EHS)</i>		496	
2018 #	PIR Performance Indicator	Number	Percentage
103	Percentage (%) of children and pregnant women (if EHS) who left the program and did not re-enroll	205	41.3%

**Services to All Children at Beginning of Enrollment Year Compared to End of Enrollment Year (based on Cumulative Enrollment) - Performance Indicators**

Context				Number	
<i>Cumulative Enrolled Children</i>				452	
<i>Children Enrolled less than 45 Days</i>				53	11.7%
2018 #	PIR Performance Indicator	Number at Beginning of Enrollment Year	Percentage at Beginning of Enrollment Year	Number at End of Enrollment Year	Percentage at End of Enrollment Year
111	Percentage (%) of children with health insurance	452	100%	452	100%
112	Percentage (%) of children with a medical home	451	99.8%	452	100%
113	Percentage (%) of children with up-to-date immunizations, all possible immunizations to date, or exempt	449	99.3%	452	100%
114	Percentage (%) of children with a dental home	394	87.2%	440	97.3%

## Services to All Children (based on Cumulative Enrollment) - Performance Indicators

Context		Number	
<i>Cumulative Enrolled Children</i>		452	
2018 #	PIR Performance Indicator	Number	Percentage
121	Percentage (%) of children with an IFSP or IEP	20	4.4%
122	Percentage (%) of children up-to-date on a schedule of preventive and primary health care per the state's EPSDT schedule at the end of enrollment year	415	91.8%
123	Of the children up-to-date on health screenings, the percentage (%) of children diagnosed with a chronic condition needing medical treatment	--	51 -- 12.3%
124	Of the children diagnosed with a chronic condition needing medical treatment, the percentage (%) of children who received medical treatment	-- --	50 -- -- 98%

## Family Services - Performance Indicators

Context		Number	
<i>Total Number of Families</i>		443	
2018 #	PIR Performance Indicator	Number	Percentage
141	Percentage (%) of families who received at least one of the family services reported in the PIR	434	98%
Context		Number	
<i>Total Number of Families Experiencing Homelessness that were Served During the Enrollment Year</i>		9	
2018 #	PIR Performance Indicator	Number	Percentage
142 <i>(new)</i>	Percentage (%) of families experiencing homelessness during the enrollment year that acquired housing during the enrollment year	3	33.3%

## Infant/Toddler Staff (EHS and Migrant/Seasonal infants/toddler staff only) - Performance Indicator

Context		Number	
<i>Early Head Start Center-Based Teachers</i>		72	
2018 #	PIR Performance Indicator	Number	Percentage
161	Percentage (%) of infant and toddler classroom teachers that meet the degree/credential requirements of Section 645A.(h) (CDA/equivalent or higher) that became effective September, 2010	72	100%



Contra  
Costa  
County

To: Board of Supervisors  
From: Russell Watts, Treasurer-Tax Collector  
Date: November 6, 2018

Subject: Delegation of Investment Authority to the County Treasurer for Calendar Year 2019

---

**RECOMMENDATION(S):**

APPROVE the delegation of authority to the County Treasurer for investing and reinvesting County funds and the funds of other depositors in the County treasury, or to sell or exchange securities so purchased, pursuant to section 53607 of the State Government Code.

**FISCAL IMPACT:**

The County Treasurer manages and invests the funds of all County agencies, 21 Special Districts, 19 School Districts and one Community College District. Centralizing this function creates a dedicated staff of investment professionals and creates greater efficiency, economies of scale and greater investment power.

**BACKGROUND:**

State law provides that the Board of Supervisors may delegate to the County Treasurer the authority "to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased" for a one year period. It is recommended that this delegation be renewed through the calendar year 2019.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Ronda Boler, (925)  
957-2806

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the Delegation of Authority is not approved, each of the County Agencies, 21 Special Districts, 19 School Districts and one Community College District would have to manage their own funds. This would be less cost efficient for all entities.

CHILDREN'S IMPACT STATEMENT:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: November 6, 2018

Subject: Declare a shelter crisis pursuant to Government Code 8698.2 and submit an application for HEAP funds

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/557 declaring a shelter crisis, pursuant to Government Code 8698.2, in order to become eligible to receive emergency aid funds to expand and improve the homeless crisis response system for unsheltered individuals and families across the county and to submit an application for funding to the State of California Business, Consumer Services, and Housing Agency for the Homeless Emergency Aid Program (HEAP).

**FISCAL IMPACT:**

The Homeless Emergency Aid Program will bring \$7,196,770 in one-time funding for homeless services and emergency housing within the next year to Contra Costa County. There is no matching contribution requirement for activities funded with HEAP Program funds.

**BACKGROUND:**

On September 5, 2018 the Homeless Coordinating and Financing Council (HCFC) announced the availability of \$500 million in Homeless Emergency Aid Program (HEAP) grant funding. HEAP provides one-time funding to Continuums of Care (CoCs) and large cities (with populations over 330,000) to address the homelessness crisis.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Lavonna Martin,  
925-608-6101

cc: Marcy Wilhelm, Lavonna Martin



## BACKGROUND: (CONT'D)

In order to receive HEAP funding, applicants must: 1) Declare a shelter crisis pursuant to Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code; and 2) Provide evidence of a collaborative process. In order to receive funds in this first round of funding, applicants must apply by December 31, 2018. Contra Costa CoC will submit its application by early December 2018 to ensure consideration in Round 1.

HEAP funding is intended to support CoCs and large cities in addressing the state's homelessness crisis. Contra Costa CoC is eligible to receive \$7,196,770 based on its 2017 point-in-time count total homeless population and its 2017 share of the overall state's homeless population. Five percent of HEAP funding (\$359,838) is allocated by state statute to address youth experiencing or at-risk of experiencing homelessness. Five percent of funds will also be utilized for administrative costs. H3, as the CoC applicant, will receive Contra Costa's allocation of HEAP funding and is working with jurisdictions to ensure that funding is distributed across the entire county and is allocated according to current need.

In order to expand homelessness services across the County, the Contra Costa CoC proposes allocating HEAP funding to implement interventions that build on the best-practices and current CoC efforts. The Contra Costa CoC determined to allocate funds based on region in order to match funding with need. Utilizing the most recent 2018 unsheltered point-in-time count numbers, regional allocations will be made accordingly:

- West County: \$1.36 million (21% of the County's unsheltered population)
- Central County: \$2.2 million (34% of the County's unsheltered population)
- East County: \$2.9 million (45% of the County's unsheltered population)

A local collaborative application process to determine how HEAP funds will be utilized in the CoC was undertaken in October 2018 and involved a series of community meetings by region, along with a meeting focused specifically on how to allocate the youth funding. These meetings were designed to engage community members in how each region's allocation should be spent and build consensus on which interventions are a top priority for addressing homelessness in the region.

Following the community meetings, the Ad Hoc Funding Committee of Contra Costa's Council on Homelessness, which is the CoC's governing board, met to review the proposed interventions for youth and each region. The committee will offer an official recommendation to the Council on Homelessness for their consideration and approval at their November 1, 2018 meeting. There is no indication that declaring a shelter crisis will trigger any other requirements from the State at this time.

## CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will not receive the estimated \$7.19 million allocation from the State of California to provide emergency housing and/or services to person who are homeless or at risk of becoming homeless.

## CHILDREN'S IMPACT STATEMENT:

The State requires that a minimum of 5% of the HEAP funds are spent on housing and/or services for youth. For Contra Costa, a minimum of \$359,838 will be set aside and invested in a youth-specific intervention.

## AGENDA ATTACHMENTS

Resolution No. 2018/557

MINUTES ATTACHMENTS

Signed Resolution No. 2018/557

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

Adopted this Resolution on 11/06/2018 by the following vote:

	<b>John Gioia</b>
	<b>Candace Andersen</b>
<b>AYE:</b>	<input checked="" type="checkbox"/> <b>Diane Burgis</b>
	<b>Karen Mitchoff</b>
	<b>Federal D. Glover</b>
<b>NO:</b>	<input type="checkbox"/>
<b>ABSENT:</b>	<input type="checkbox"/>
<b>ABSTAIN:</b>	<input type="checkbox"/>
<b>RECUSE:</b>	<input type="checkbox"/>



**Resolution No. 2018/557**

In The Matter Of: Declaring a shelter crisis pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code § 8698.2).

WHEREAS, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018); and

WHEREAS, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2; and

WHEREAS, the County of Contra Costa has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, the County of Contra Costa finds that 1,607 persons within the County of Contra Costa are homeless and living without shelter; and

WHEREAS, the County of Contra Costa finds that the number of homeless is significant and these persons are without the ability to obtain shelter; and

WHEREAS, the County of Contra Costa finds that the health and safety of unsheltered persons in the County is threatened by a lack of shelter; and

WHEREAS, the County of Contra Costa affirms the County's commitment to combating homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities;

NOW, THEREFORE, BE IT RESOLVED THAT a shelter crisis pursuant to Government Code §8698.2 exists in the County of Contra Costa, and the County is hereby authorized to participate in the Homeless Emergency Aid Program.

I hereby certify that this 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: Lavonna Martin, 925-608-6101**

**ATTESTED: November 6, 2018**

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

By: June McHuen, Deputy

cc: Marcy Wilhelm, Lavonna Martin

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

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

Adopted this Resolution on 11/06/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text" value="/"/>	
<b>ABSENT:</b>	<input type="text" value="/"/>	
<b>ABSTAIN:</b>	<input type="text" value="/"/>	
<b>RECUSE:</b>	<input type="text" value="/"/>	



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WHEREAS, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2; and

WHEREAS, the County of Contra Costa has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, the County of Contra Costa finds that 1,607 persons within the County of Contra Costa are homeless and living without shelter; and

WHEREAS, the County of Contra Costa finds that the number of homeless is significant and these persons are without the ability to obtain shelter; and

WHEREAS, the County of Contra Costa finds that the health and safety of unsheltered persons in the County is threatened by a lack of shelter; and

WHEREAS, the County of Contra Costa affirms the County’s commitment to combating homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities;

NOW, THEREFORE, BE IT RESOLVED THAT a shelter crisis pursuant to Government Code §8698.2 exists in the County of Contra Costa, and the County is hereby authorized to participate in the Homeless Emergency Aid Program.

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

**ATTESTED: November 6, 2018**

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

Contact: Lavonna Martin, 925-608-6101

By: *June McHuen*  
June McHuen, Deputy

cc: Marcy Wilhelm, Lavonna Martin



Contra  
Costa  
County

To: Board of Supervisors  
From: INTERNAL OPERATIONS COMMITTEE  
Date: November 6, 2018

Subject: 2017/18 Animal Benefit Fund Report

---

**RECOMMENDATION(S):**

ACCEPT the 2017/18 Animal Benefit Fund report.

**FISCAL IMPACT:**

No fiscal impact. This is an informational report only.

**BACKGROUND:**

On April 21, 2015, during fiscal year 2015/16 budget hearings, the Board of Supervisors received several comments from the public regarding the Animal Benefit Fund. On May 12, 2015, the Board of Supervisors adopted the fiscal year 2015/16 budget, including a formal referral of this matter to the Internal Operations Committee.

On September 14, 2015 IOC received a staff report summarizing prior year expenditures and current fund balance of the Animal Benefit Fund. On March 28, 2016, the IOC approved a proposal to expand the animal services donation program and reported out to the Board of Supervisors on April 19, 2016. The Board Order directed the Animal Services Director to report annually to the IOC on the impact of the Animal Benefit Fund on the community and families, creating a new standing referral. On September 11, 2017, the IOC received the first annual report on the Animal Benefit Fund covering FY 2016/17

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Julie DiMaggio Enea  
(925) 335-1077

BACKGROUND: (CONT'D)

and reported out to the Board of Supervisors on October 17, 2017.

Animal Services Director Beth Ward presented the 2017/18 annual report on the Animal Benefit Fund to the Internal Operations Committee on October 8, 2018. She noted that at the current rate of expenditure, the fund will become exhausted in about two years, and so more donations are needed to meet expanding services. The report is attached for the Board's information.

ATTACHMENTS

2017/18 Animal Benefit Fund Report

# Animal Benefit Fund Report

Contra Costa Animal Services



September 2018

4800 Imhoff Pl  
Martinez, CA 94553  
[www.ccasd.org](http://www.ccasd.org)



# Introduction

It is our pleasure to present Contra Costa Animal Services' (CCAS) annual report for the Animal Benefit Fund (ABF). This report highlights the progress we've made in strengthening and modernizing our ability to care for animals in our shelters, driven by the generous contributions of individuals, organizations and corporations in Contra Costa County and beyond.

The Animal Benefit Fund was established by the Contra Costa Board of Supervisors in 1986 as a way to accept monetary donations from compassionate individuals who want to help our shelter animals. All funds are used to enhance the care and well-being of animals in our shelters and to enhance programs of humane welfare and education for the residents of Contra Costa County.

In FY 17/18, ABF funds were allocated to a range of projects and initiatives geared towards enhancing the care and enrichment of our animals, as well as supporting pet owners in Contra Costa County. Propelled by the collective generosity of 2,527 donors who contributed \$124,682, CCAS made significant improvements in the areas of medical treatment and support for animals, enabling families to retain their pets (thus keeping them out of the shelter), augmenting spay and neuter services in the County and amplifying awareness of CCAS and the importance of licensing and microchipping.

The incredible amount of giving has allowed us to put ideas into action, the results of which are highlighted throughout this report. To our donors, we say, "Thank You" for believing in CCAS and for providing us the tools necessary to impact and save even more lives.

Behind every number is a story. This report highlights a few of those that touched and inspired us, and spurred us to action. For that, our thanks go to the community, adopters, transfer partners, staff and volunteers who either contributed to the fund, adopted an animal into their home or organization, or who gave their time or talent to ensure the best outcomes possible for the animals in our care. The heart-warming results you will read about in this report are testament to the spirit of compassion, innovation and hard work exhibited by CCAS in the last fiscal year.





Legacy  
Care @ Sanctus



# Spay and Neuter Program

In FY17/18, CCAS significantly increased the scope of the Animal Benefit Fund's spay and neuter program, allocating over \$117,000 in funding to increase opportunities for low-cost spay and neuter services in Contra Costa County. Working with our collaborative partners Fix Our Ferals, Paw Fund and Positively SAFE, the fund provided over 1,200 low-cost spay and neuter surgeries for animals that may not have otherwise been altered.







**\$117,733**

Allocated for Low-Cost  
Spay & Neuter Programs

**4**

Collaborative  
Partners (CCAS, Fix  
Our Ferals, Positively  
SAFE, Paw Fund)

**1224**

Low-Cost Surgeries,  
Exams, Vaccinations, &  
Microchips

# Pet Retention

The CCAS/ARF Pet Retention Program has become an overwhelming success in keeping animals out of Contra Costa County shelters. In the first two years of implementing the program, animals coming into CCAS via the owner surrender pipeline have been reduced by 50%. The reduction in owner surrendered animals allowed CCAS to clear up much-needed kennel space and increase departmental capacity - allowing us to help more people and animals. In FY 17/18, over \$30,000 was allocated from the Animal Benefit Fund to help keep over 100 animals in their loving homes. Equally important, in the second year of the program's operation, we were able to identify the most common themes that lead people to surrender their pets, allowing us to bolster our existing resources in those areas and seek new resources to address issues, thus creating a stronger program.

Beyond the statistical successes enjoyed by the program, the real measure of success can be found in the stories, photos and thank you cards we receive from people whom we've helped keep their pet in their family.







**50%**

Reduction in Owner  
Surrendered Animals over  
the first two years of the  
ARF/CCAS Pet Retention  
Program

**\$30,453**

Allocated to Pet  
Retention Program

**117**

Animal kept in their  
loving homes

# Transfer Partner Assistance



The CCAS Bridge Program serves as a mechanism to assist our transfer partners in adopting more animals, particularly those with medical issues. The financial assistance provided to transfer partners through the Animal Benefit Fund's Bridge Program helps to alleviate the costs of medical and other services transfer partners incur as a result of pulling special needs animals. In FY 17/18, over \$43,000 was dedicated to assisting transfer partners in adopting over 50 special needs animals from the Martinez and Pinole shelters.





**2,643**  
Animals Transferred  
in FY 17/18

*A huge community effort resulted in 12 dogs heading off to Idaho to start their new lives*



**\$43,805**  
Allocated to Bridge  
Program Assistance



**20**  
Participating  
Veterinary Hospitals  
& Clinics



A man wearing a blue t-shirt with a fire department logo and a blue cap is crouching on a grassy field. He is smiling and looking down at a large, grey and white dog lying on the grass. The dog is wearing a red harness and has its mouth open, showing its tongue. The background is a blurred green field with trees.

## Medical Assistance (Panda Fund)

The Panda Fund was created to provide medical services to animals in need that have conditions beyond CCAS' ability to treat. In FY 17/18, over \$21,000 in Animal Benefit Fund support was dedicated to the Panda Fund. The funding provided allowed CCAS to provide 22 animals with the urgent medical care they needed. From providing urgent care to animals with severe trauma to performing complicated surgeries to save the lives of animals in the hopes they will find their forever homes, the Panda Fund has made a huge difference in CCAS' ability to care for animals with severe trauma and conditions.





**\$946**

Average cost of  
medical  
procedures

**8**

Veterinary hospitals  
and clinics  
participating in the  
Panda Fund

Vegas came to us with a limp which turned out to be a fracture from an old elbow injury that wasn't able to be fixed. Our medical staff had to amputate his front left leg, but that didn't slow down this super active and energetic pup. He adjusted just fine to his new set-up. Vegas loves people, and even gives kisses!

**\$21,815**

Allocated to Medical  
Assistance Fund

**22**

Animals received  
treatment through the  
Panda Fund

# Education & Awareness

Adopt your new best friend at Contra Costa Animal S



Compassion in *ACTION*

**120,000+**

Unique exposures  
from online PSAs

**33,046**

post engagement  
from social media  
advertising



**\$52,042**

Allocated to supporting  
Education & Awareness

services



W



www.ccasd.org  
ph: 925-608-8400  
FB: facebook.com/ccasd

Over the last fiscal year, the Animal Benefit Fund supported an array of projects that sought to educate and increase awareness about important animal welfare issues, such as the benefits of adoption and the importance of pet licensing. Projects funded by the Education & Awareness Fund in FY 17/18 include: the 2018 CCAS License Amnesty Program advertising campaign, social media campaigns targeted towards underserved communities, television and radio PSAs and the implementation of new, educational signage at the Martinez shelter and on the CCAS transport van. ABF funds have allowed CCAS to take our marketing and public education game to the next level and ensure the community is aware and engaged in our work.



# Thank You to Our Donors

Contra Costa Animal Services sends a heartfelt thank you to the generous individuals, organizations, and corporations who have given to the Animal Benefit Fund this year. Your contributions have supported CCAS in providing better care and enrichment for our animals, increasing public services to assist pet owners and community partners and improving live outcomes at our shelters. CCAS is grateful for each and every contribution, funding which has allowed us to save and transform lives in ways we could have never imagined. We simply could not do this without you!

**\$47,204**

in Grant Assistance  
(Maddie's Fund and  
Pet Food Express)



Maddie's  
Fund

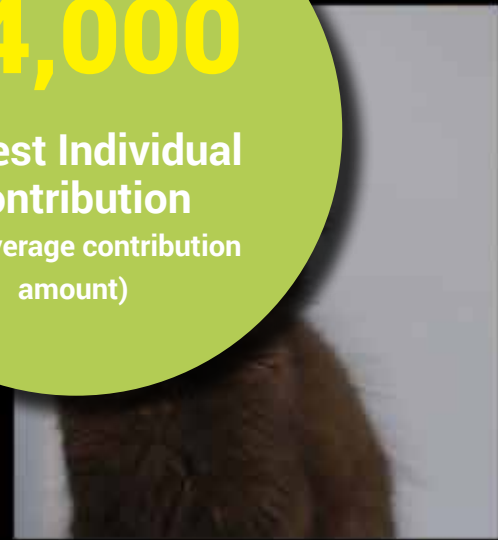
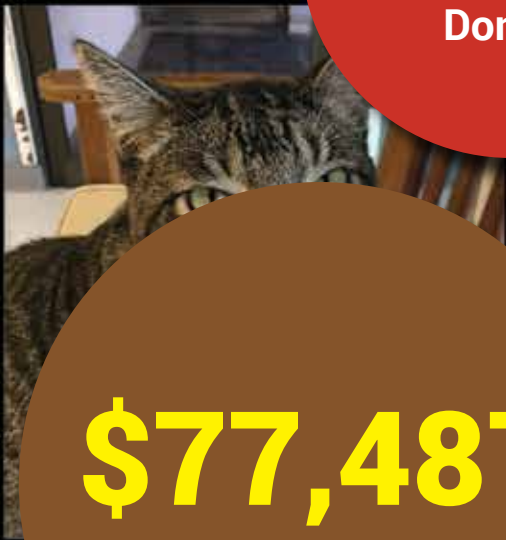






**2,527**  
Donors

**\$4,000**  
Largest Individual Contribution  
(\$49 average contribution amount)



**\$77,487**  
Individual Contributions



**\$124,682**  
in contributions to  
The Animal Benefit Fund



# Financials

## Animal Benefit Fund Balance

### Animal Benefit Fund Balance

Beginning Balance	\$818,696.98
Contributions & Grants	\$124,682.21
Expenditures	\$293,246.57
Ending Balance	** \$650,132.62

\*\* The Animal Services Department processed \$104,765.48 after the FY 2017/18 closing period to appropriately record Animal Benefit Fund expenses. There was also a \$250.00 offset in the ABF fund balance due to a returned check.

## Animal Benefit Fund Totals

### ABF FY 17/18 Totals

Fund	Budget FY 17/18	FY 17/18 Actuals	Variance
General Material/Supplies	\$24,000.00	\$23,829.59	\$170.41
Panda	\$21,500.00	\$21,815.12	(\$315.12)
Education Program	\$40,500.00	\$52,042.98	(\$11,542.98)
Shelter Intervention	\$31,000.00	\$30,453.28	\$546.72
Transfer Partner Assistance (Bridge)	\$59,000.00	\$43,805.86	\$15,194.14
Spay and Neuter Program	\$120,000.00	\$117,733.74	\$2,266.26
Pets for Seniors	\$4,000.00	\$3,566.00	\$434.00
<b>TOTAL</b>	<b>\$300,000.00</b>	<b>\$293,246.57</b>	<b>\$6,753.43</b>







**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: November 6, 2018

Subject: CONTINUE EXTENSION OF EMERGENCY DECLARATION REGARDING HOMELESSNESS

---

**RECOMMENDATION(S):**

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

Government Code Section 8630 requires that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. In no event is the review to take place more than 21 days after the previous review. On October 23, 2018, the Board of Supervisors reviewed and approved the emergency declaration.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **11/06/2018**  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: November 6, 2018

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

By: June McHuen, Deputy

Contact: Julie Enea, (925)  
335-1077

cc: