

AGENDA

Board Members

Dave Pine
Carole Groom
Don Horsley
Warren Slocum
Adrienne J. Tissier

**County Manager/
Clerk of the Board**
John L. Maltbie

County Counsel
John C. Beiers

Hall of Justice • 400 County Center • Redwood City • California 94063 • 650-363-4653 • www.smcgov.org

**REGULAR MEETING
SAN MATEO COUNTY BOARD OF SUPERVISORS
TUESDAY, JANUARY 08, 2013
9:00 A.M.**

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Rebecca Romero, Agenda Administrator at least 2 working days before the meeting at (650) 363-1802 and/or rxromero@smcgov.org. Notification in advance of the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical based products.

If you wish to speak to the Board, please fill out a speaker's slip located on the table near the door. If you have anything that you wish distributed to the Board and included in the official record, please hand it to the Clerk of the Board who will distribute the information to the Board members and staff.

PLEDGE OF ALLEGIANCE

FAREWELL TO SUPERVISOR ROSE JACOBS GIBSON

ROLL CALL

PUBLIC COMMENT

ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS

(This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one roll call motion.)

MATTERS SET FOR SPECIFIED TIME

Times listed under this section are approximate. The Board makes every effort to adhere to the times listed, but in some cases, because of unexpected presentations, items may not be heard precisely at the time scheduled. In no case will any item be heard before the scheduled time.

1. 6:00 p.m.

Reorganization of the Board of Supervisors, Terra Nova Theater, Terra Nova High School, 1450 Terra Nova Boulevard, Pacifica

1) Remarks

REGULAR AGENDA

COUNTY MANAGER

2. County Manager's Report

BOARD OF SUPERVISORS

3. Board Members' Reports

CONSENT AGENDA

All items on the consent agenda are approved by one roll call motion unless a request is made at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent agenda.

4. Approval of the minutes from the meeting of December 11, 2012

BOARD OF SUPERVISORS

5. Accept the 2013 Committee Assignments representing the Board of Supervisors (Supervisor Don Horsley)

6. Recommendation for the reappointment of Steve Dworetzky to the San Mateo County Planning Commission representing District 5, for a term ending January 8, 2017 (Supervisor Adrienne Tissier)

7. Ratification of a resolution honoring the Multicultural Institute upon its 17th anniversary

COUNTY MANAGER

8. Resolution setting the employer and member contribution rates for the San Mateo County Employee's Retirement Association (SamCERA) for January 1, 2013 through June 30, 2013 for PEPPRA Plan members and for FY 2013-2014 for all members in accordance with Government Code Sections 31453 and 31454

9. Resolution declaring the continued existence of a local emergency in San Mateo County resulting from a severe winter storm which occurred on December 23, 2012, and ratifying the proclamation of a local emergency pursuant to section 8558(c) of the Government Code and San Mateo County Ordinance Code Section 2.46.060

10. Adoption of an ordinance amending the Master Salary Ordinance to add 5 unclassified Appraiser series positions in the Assessor-County Clerk-Recorder Department, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety

GOVERNING BOARD

11. Acting as the Governing Board of the County Service Area No. 8, North Fair Oaks, adopt a Resolution setting February 26, 2013 at 9:00 a.m. at your regularly scheduled Board meeting, as the time and place for a public hearing on the garbage and recyclables collection rates for County Service Area No. 8 (Department of Public Works)

HEALTH SYSTEM

12. A) Resolution authorizing an amendment to the agreement with the California Department of Aging to enhance Health Insurance Counseling and Advocacy Program services increasing the total amount by \$46,340 to \$328,407 for FYI 2012-13

A) Resolution authorizing a transfer in the amount of \$46,340 from unanticipated federal aid to Program Service Provider(s) - Aging and Adult for the Health Insurance Counseling and Advocacy Program
13. Resolution authorizing an agreement with California Advanced Imaging Medical Associates, Inc. to provide radiology and other diagnostic imaging services for the term January 1, 2013 through December 31, 2015, in the amount of \$6,550,000
14. Resolution authorizing an amendment to the agreement with BAART Behavioral Health Services, Inc. for the provision of narcotic replacement therapy services, increasing the amount by \$87,421 to \$423,765
15. Resolution authorizing an amendment to each of the agreements with Anchor Drugs and Baneth's Pharmacy to provide pharmacy services at four locations, extending the term to June 30, 2013, and increasing the maximum aggregate amount of the agreements by \$1,005,000, for a new fiscal maximum of \$4,580,000, collectively
16. Resolution authorizing the re-appropriation of \$75,000 in County General Fund to increase the Public Administrator Revolving Fund from \$20,000 to \$95,000
17. Adoption of an ordinance repealing and replacing Sections 4.72.010 through 4.72.130 and adding Sections 4.72.140 through 4.72.150 to Chapter 4.72 of Title 4 of the San Mateo County Ordinance Code relating to backflow prevention, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety
18. Adoption of an ordinance amending the Master Salary Ordinance, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety
19. Adoption of an ordinance amending Ordinance 04629, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety

HUMAN RESOURCES

20. Report recommending the denial of claims (Non-culpable)
21. Adoption of an ordinance amending Ordinance 04629 increasing the County Manager's salary, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety
22. Adoption of an ordinance amending the salary ordinance to reflect the deletion of two positions, addition of eight positions, and reclassification of one position; and accepting the report on the total number of positions in the County, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety

HUMAN SERVICES AGENCY

23. Resolution authorizing an amendment to the agreement with Sitike Counseling Center to continue providing court-ordered alcohol/drug testing and alcohol and other drug assessments, increasing the amount by \$70,000 to \$167,000

PLANNING AND BUILDING

24. Resolution approving a Complete Streets Policy for unincorporated San Mateo County
25. Adoption of an ordinance adding Chapter 1.40 Administrative Remedies to the San Mateo County Ordinance Code, amending Chapter 2.60 Planning and Building Department of the San Mateo County Ordinance Code, amending Chapter 31 Enforcement, Legal Procedure, Penalties of the San Mateo Zoning Regulations, and deleting Chapter 31.5 Administrative Fines from the San Mateo County Zoning Regulations, previously introduced on December 11, 2012 and waiver of reading the ordinance in its entirety

PUBLIC WORKS

26. Resolution authorizing a Memorandum of Agreement for the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program for a term beginning on the date the Memorandum has been executed by all parties through June 30, 2015, in an amount not to exceed \$150,000.
27. Resolution authorizing application for and acceptance of a Federal Highway Administration Public Lands Highway Program Discretionary Grant for the Crystal Springs Regional Trail South of Highway 92 project in the amount of \$550,000

SHERIFF

28. Resolution authorizing an amendment to the agreement with Specimen Specialists of America, Inc. for forensic phlebotomy services, increasing the amount by \$163,960 to \$453,960

29. Resolution accepting the FY 2012 Anti-Drug Abuse Justice Assistance Grant Award for the term of October 1, 2012 to September 30, 2013 in the amount of \$205,208

CLOSED SESSION

30. **Conference with Legal Counsel - Existing Litigation**
Satorre, Ray, et al., v. San Mateo County Board of Supervisors, et al.
San Mateo County superior Court Case No. 504866
31. **Conference with Legal Counsel - Existing Litigation**
Sylvia Ortiz v. County of San Mateo
Workers Comp Claim No. SM080399
32. **Conference with Legal Counsel - Anticipated Litigation**
Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.6
One case

Telecasts of the San Mateo County Board of Supervisors meetings can be seen throughout most of San Mateo County, Thursdays at 7:30PM, replayed on Fridays at 8:00AM and Saturdays at 10:00AM on Peninsula TV Channel 26. Palo Alto Cable viewers can see the meetings Thursday nights at 7:00PM on Channel 29. For more information on air dates for other communities, please contact Peninsula TV at (650) 637-1936.

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the office of the Clerk of the Board of Supervisors, located at 400 County Center, Redwood City, CA 94063, for the purpose of making those public records available for inspection. The documents are also available on the County's Internet Web site, at the link for Board of Supervisors agendas for upcoming meetings. The website is located at: http://www.co.sanmateo.ca.us/smc/departments/bos/home/0,2151,1864_26218,00.html. The San Mateo County Ordinance Code can be accessed on the World Wide Web at: http://library2.municode.com/default-now/home.htm?infobase=16029&doc_action=whatsnew

The meeting was called to order at 9:05 a.m.

December 11, 2012

PLEDGE OF ALLEGIANCE

**ROLL CALL – Present: Supervisors Pine, Groom, Horsley, Jacobs Gibson and Tissier
Absent: None**

PUBLIC COMMENT

Speakers recognized by the President:

- Shandon Lloyd, Portola Valley
- Grant Meyer, Clearlake
- Martin Fox, Belmont
- Nick Raisch, SEIU 521
- John M. Blake, Redwood City
- Joseph W. Carcione, Menlo Park
- Bill Garrett, Fuller Street Properties, LLC
- Kurt Anderson, Fuller Street Partners, LLC
- Mark Johnson, The Acclaim Companies

ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS

Motion: Tissier / Second: Pine

(This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one roll call motion.)

PRESENTATIONS AND AWARDS

1. Presentation of a resolution (**3391**) honoring Jack Yaco for his years of service to the County of San Mateo (Supervisor Adrienne Tissier)

Speakers recognized by the President:

- Supervisor Adrienne Tissier, Board of Supervisors
- Paul Okada, County Counsel
- Dennis Pantano, Assessment Appeals Board

Jack Yaco, Recipient

Motion: Tissier / Second: Jacobs Gibson

2. Presentation of a resolution by the San Mateo County HIV Program Community Board honoring Supervisor Rose Jacobs Gibson for her leadership and service to the community (Supervisor Adrienne Tissier)

Speakers recognized by the President:

Supervisor Adrienne Tissier, Board of Supervisors
John Andrews, Secretary of the San Mateo County HIV Program Community Board
Cassandra Roberts, San Mateo County HIV Program Community Board Member
Susan Spears, San Mateo County HIV Program Community Board Member
Luther Brock, San Mateo County HIV Program Community Board Member

3. Recognition of The Underwire Project for Digital Mammography at the San Mateo Medical Center and presentation of the video, "San Mateo Medical Center: San Mateo's Hidden Gem" (Supervisor Adrienne Tissier)

Speakers recognized by the President:

Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Carole Groom, Board of Supervisors
Dr. Susan Ehrlich, Health System
Lilli Rey, The Underwire Project
Sibylle Whittam, The Underwire Project
Jill Grossman, The Underwire Project

4. Presentation of commendations to William La Herran, Jr. and Judy Shamshikh for their efforts on behalf of the Children's Fund (Supervisor Adrienne Tissier)

Speakers recognized by the President:

Supervisor Adrienne Tissier, Board of Supervisors
Beverly Beasley Johnson, Human Services Agency
Judy Shamshikh, Recipient

5. Presentation of commendations commending employers, community partners and County staff for their contributions to the success of San Mateo County's first Job Fair for Formerly Incarcerated residents (Supervisor Rose Jacobs Gibson)

Speakers recognized by the President:

Supervisor Rose Jacobs Gibson, Board of Supervisors
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Supervisor Dave Pine, Board of Supervisors
Marcy Orosco ,The Salvation Army Harbor House

6. Presentation of the 2012 Women in County Government honorees: (Supervisor Carole Groom)

- A) Rookie of the Year - Kristi Chauvin Baker **(3392)**
- B) Development: Self and/or Others - Dr. Janet Chaikind **(3393)**
- C) Public Service/ Community Service, The Extra Mile - Shirley Lamarr **(3394)**

Speakers recognized by the President:

Supervisor Carole Groom, Board of Supervisors
 Kristi Chauvin Baker, Recipient
 Shirley Lamarr, Recipient

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7. 9:00 a.m.

Public hearing to consider a resolution **(072276)** adopting the garbage and recyclables collection rates for the unincorporated franchised areas within the South Bayside System Management Authority service area, exclusive of County Service Area No. 8 North Fair Oaks and West Bay Sanitary District (Department of Public Works)

- 1) Report and recommendation
- 2) Close hearing

Motion: Tissier / Second: Horsley

- 3) Adopt resolution

Motion: Jacobs Gibson / Second: Horsley

Speakers recognized by the President:

Jim Porter, Public Works
 Patricia Oren, Redwood City

Ayes: Supervisors Pine, Groom, Horsley, Jacobs Gibson and Tissier
Noes: None

8. 9:15 a.m.

Resolution **(072277)** authorizing an agreement with Peninsula Health Care District accepting a grant in support of the County's Access to Care for Everyone Program for FY 2012-13, in the amount of \$2,300,000 (Health System)

Speakers recognized by the President:

Dr. Susan Ehrlich, Health System

Motion: Horsley / Second: Groom

Ayes: Supervisors Pine, Groom, Horsley, Jacobs Gibson and Tissier

Noes: None

9. 1:30 p.m.

Presentation of Service Awards, 455 County Center, Room 101, Redwood City
(County Manager)

REGULAR AGENDA

HEALTH PLAN OF SAN MATEO

10. Director's Report

Speakers recognized by the President:

Maya Altman, Health Plan of San Mateo

Martin Fox, Belmont

PLANNING AND BUILDING

11. Public hearing to consider extending the Urgency Ordinance (**04640**) amending, on an interim basis, Chapter 15, Neighborhood Business District of the San Mateo County Zoning Regulations, relating to 3821 Fair Oaks Avenue, in the unincorporated North Fair Oaks area, and waiver of the ordinance in its entirety (4/5ths vote required) (Planning and Building)

1) Report and recommendation

2) Adopt ordinance

Motion: Groom / Second: Horsley

Speakers recognized by the President:

Jim Eggemeyer, Planning and Building

John Nibbelin, Chief Deputy County Counsel

Janet Davis, Menlo Park

Laura Caplan, Menlo Park

Janet Davis, Menlo Park

David Bui, Menlo Park

Cindy Romein, Menlo Park

Supervisor Adrinne Tissier, Board of Supervisors

Supervisor Dave Pine, Board of Supervisors

Ayes: Supervisors Pine, Groom, Horsley, Jacobs Gibson and Tissier

Noes: None

12. Introduction of an ordinance adding Chapter 1.40 Administrative Remedies to the San Mateo County Ordinance Code, amending Chapter 2.60 Planning and Building Department of the San Mateo County Ordinance Code, amending Chapter 31 Enforcement, Legal Procedure, Penalties of the San Mateo Zoning Regulations, and deleting Chapter 31.5 Administrative Fines from the San Mateo County Zoning Regulations and waiver of reading the ordinance in its entirety

This item was continued to the meeting of January 8, 2013 for adoption.

Speakers recognized by the President:

Steve Monowitz, Planning and Building
John Nibbelin, County Counsel
Supervisor Don Horsley, Board of Supervisors
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Dave Pine, Board of Supervisors

PUBLIC WORKS

13. Resolution (**072278**) authorizing the adoption, implementation, and funding of the Strategic Energy Master Plan for County Facilities

Speakers recognized by the President:

Jim Porter, Public Works
Supervisor Adrienne Tissier, Board of Supervisors
Supervisor Don Horsley, Board of Supervisors
Supervisor Dave Pine, Board of Supervisors

Motion: Jacobs Gibson / Second: Pine

Ayes: Supervisors Pine, Groom, Horsley, Jacobs Gibson and Tissier

Noes: None

COUNTY MANAGER

14. Accept this report: Public Safety Realignment Local Implementation Report, Number 2 - July 2012 through September 2012

This item was moved to the consent agenda.

BOARD OF SUPERVISORS

15. Resolution (**072279**) authorizing and directing the President of the Board of Supervisors to execute an agreement with John L. Maltbie for services as County Manager for a term beginning December 23, 2012 through and including December 22, 2016 (Supervisor Adrienne Tissier)

Speakers recognized by the President:

Supervisor Adrienne Tissier, Board of Supervisors
Janet Davis, Menlo Park
Martin Fox, Belmont
Rebecca Nassarre, San Mateo

Motion: Tissier / Second: Horsley

Ayes: Supervisors Pine, Groom, Horsley, Jacobs Gibson and Tissier

Noes: None

16. Resolution (**072314**) authorizing a transfer in the amount of \$542,500 from Non-Departmental Services ERAF Reserves to Engineering Services in the amount of \$392,500 and CSA 11 in the amount of \$150,000 in the Department of Public Works and Parks for specific projects to address the flooding of Pescadero Creek Road and the town's water system (4/5ths vote required) (Supervisor Don Horsley)

Speakers recognized by the President:

Supervisor Don Horsley, Board of Supervisors
Mike Polacek, Pescadero Municipal Advisory Council

Motion: Groom / Second: Horsley

Ayes: Supervisors Pine, Groom, Horsley, Jacobs Gibson and Tissier

Noes: None

17. Board members' reports:

Supervisor Dave Pine - Recognized Supervisor Carole Groom on her appointment to the California Coastal Commission

Supervisor Don Horsley – Thanked everyone for their participation and support in the Agricultural Workshop

Speakers recognized by the President:

Martin Fox, Belmont

CONSENT AGENDA

All items on the consent agenda are approved by one roll call motion unless a request is made at the beginning of the meeting that an item be withdrawn or transferred to the regular agenda. Any item on the regular agenda may be transferred to the consent agenda.

18. Approve the minutes from the meeting of November 20, 2012

AGRICULTUREWEIGHTS & MEASURES

19. Resolution (**072280**) authorizing an Agreement with the California Department of Food and

Agriculture for detection and trapping of the Mediterranean fruit fly and other economically important plant pests for FY 2012-13, in an amount not to exceed \$552,190

ASSESSOR-COUNTY CLERK-RECORDER

20. Resolution **(072281)**:
- A) Accepting the certificate of the Chief Elections Officer as the statement of the result of the vote as determined by the official canvass of the November 6, 2012 Presidential General Election;
 - B) Declaring the person or persons elected to certain offices;
 - C) Declaring the results of certain measures voted on

COUNTY MANAGER

21. Resolution **(072282)** waiving the Request for Proposals process and authorizing an agreement with The Cenetri Group for consulting services to the Workforce Investment program in the areas of: Labor Market Information strategies, Economic Development assistance, strategic planning, and reinvention of employment and skills services for the term of December 11, 2012 through December 31, 2013, in the amount of \$100,055
22. Resolution **(072283)** authorizing the County Manager or his designee to execute an amendment to the Commercial Brokerage Agreement with Cornish and Carey Commercial Newmark Knight Frank, extending the term through July 1, 2013 with one option to extend for an additional six month period
23. Resolution **(072284)** authorizing a lease with Lebherz Ventures, LLC, of 3,620 square feet of office space located at 477 9th Avenue in San Mateo, for the County Health System's Women, Infants and Children program, for a term of ten years, at an initial monthly base rent of \$7,300
24. Resolution **(072285)** authorizing a Ground Lease with Steve and Judy Wilson for a Communications Site in unincorporated La Honda, for the term of January 1, 2013 through December 31, 2017, with 4 options to extend for an additional 5 years each, at an initial monthly base rent of \$1,400.00, which increases annually by 3%
25. Resolution **(072286)** authorizing:
- A) The President of the Board to execute an Affordable Housing agreement with Fuller Street Partners, LLC for the road parcel located at 490 Winslow Street, Redwood City
 - B) The County Manager or designee to execute on behalf of the County any and all notices, escrow instructions, and other documents in connection with the agreement
26. Resolution **(072287)** authorizing a Cooperative agreement for right-of-way acquisition and related services to be provided to the San Mateo County Transit Authority District for

Measure A transportation projects

- 27. Resolution **(072288)** declaring certain County-owned unimproved real property in Redwood City as surplus to the needs of the County in order to facilitate the use of that property for development
- 28. A) Introduction of an ordinance amending the Master Salary Ordinance to add 5 unclassified Appraiser series positions in the Assessor-County Clerk-Recorder Department and waiver of reading the ordinance in its entirety

This item was continued to the meeting of January 8, 2013 for adoption.

- B) Resolution **(072315)** authorizing a transfer in the amount of \$179,100 from Non-Departmental Services Reserves and \$90,000 from Appraisal Services Extra-Help to Appraisal Services Salary and Benefits in the Assessor-County Clerk-Recorder Department

COURTS

- 29. Approve the reappointments of Mieke Bloomfield, Rebecca L. Ross, and Susan Swope to the Juvenile Justice & Delinquency Prevention, terms expiring December 31, 2016

GOVERNING BOARD

- 30. Acting as the Governing Board of Commissioners of the Housing Authority, adopt Resolution 2012-15 **(072289)** authorizing the Executive Director of the Housing Authority of the County of San Mateo, or the Executive Director's designee, to execute an amendment to the Moving To Work Agreement between the U.S. Department of Housing and Urban Development and the Housing Authority of the County of San Mateo (Department of Housing)

HEALTH SYSTEM

- 31. Resolution **(072290)** authorizing an amendment to the agreement with the California Department of Public Health to provide primary health care and psycho-social services for the term of July 1, 2010 through June 30, 2013, decreasing the amount by \$219,199 to \$1,517,335
- 32. Resolution **(072291)** authorizing an agreement with Quest Diagnostics Nichols Institute for laboratory reference testing for San Mateo Medical Center for the term of November 1, 2012 through October 31, 2015, in an amount not to exceed \$2,700,000
- 33. Resolution **(072292)** authorizing an agreement with Total Renal Care, Inc. to provide acute inpatient dialysis services at the San Mateo Medical Center for the term of December 1, 2012 through November 30, 2015, in an amount not to exceed \$1,500,000
- 34. Resolution **(072293)** authorizing an agreement with Daniel T. Kresteller, Certified Public Accountant for the provision of certified public accountant/tax preparer services for the term of January 1, 2013 through December 31, 2013, in an amount not to exceed \$125,000

35. Resolution **(072294)** authorizing an amendment to the agreement with Edgewood Center for Children and Families for day treatment services, increasing the amount by \$20,600 to \$1,236,732
36. Resolution **(072295)** waiving the Request for Proposals process and authorizing an amendment to the agreement with Social Interest Solutions, Inc. to provide maintenance, technical support, and system expansion of the One-e-App program, extending the term through June 30, 2014, increasing the amount by \$172,812 to \$892,631
37. Resolution **(072296)** waiving the Request for Proposals process and authorizing an amendment to the agreement with Kevin W. Harper, CPA & Associates for financial services, extending the term through December 31, 2013, increasing the amount by \$140,000 to \$240,000
38. Resolution **(072297)** authorizing an amendment to the agreement with J. Muir Hooper, M.D. for the provision of psychiatry services, increasing the amount by \$49,843 to \$386,291
39. Resolution **(072298)** authorizing an amendment to the agreement with Deval Shah, M.D. for the provision of psychiatry services, decreasing the amount by \$52,216 to \$261,080
40. Resolution **(072299)** amending the Mental Health & Substance Abuse Recovery Commission ByLaws
41. Introduction of an ordinance amending Ordinance 04629 and waiver of reading the ordinance in its entirety

This item was continued to the meeting of January 8, 2013 for adoption.

42. Introduction of an ordinance amending the Master Salary Ordinance and waiver of reading the ordinance in its entirety

This item was continued to the meeting of January 8, 2013 for adoption.

43. Introduction of an ordinance repealing and replacing Sections 4.72.010 through 4.72.130 and adding Sections 4.72.140 through 4.72.150 to Chapter 4.72 of Title 4 of the San Mateo County Ordinance Code relating to backflow prevention and waiver of reading the Ordinance in its entirety

This item was continued to the meeting of January 8, 2013 for adoption.

HOUSING

44. Resolution **(072300)** authorizing the Director of the Department of Housing or the Director's designee to execute an agreement with CORA for the term of July 1, 2012 through June 30, 2014, in the amount of \$131,000.

HUMAN RESOURCES

45. Resolution **(072301)**:
- A) Authorizing the Human Resources Director to execute renewal agreements with Blue Shield of California for the provision of health coverage for County employees, retirees and their dependents for the term of January 1, 2013 through December 31, 2013, in an amount not to exceed \$53 million; and
 - B) Waiving the Request for Proposal process and authorizing the Human Resources Director to execute renewal agreements with Kaiser Permanente and Secure Horizons for the provision of health coverage for County employees, retirees and their dependents for the term of January 1, 2013 through December 31, 2013, in an amount not to exceed \$47 million
46. Resolution **(072302)** waiving the Request for Proposals process and authorizing an agreement with CONCERN:EAP as the County's Employee Assistance Program vendor to provide work-life benefits and resources to County employees and their dependents for the term of January 1, 2013 through December 31, 2015, in an aggregate amount not to exceed \$415,000
47. Resolution **(072303)**:
- A) Closing retirement Plan 3 as set forth in Article 1.6. of the County Employees' Retirement Law effective on December 23, 2012, for all "new members" of the retirement system as defined by the California Public Employees' Pension Reform Act of 2013; and
 - B) Closing retirement Plan 3 as set forth in Article 1.6. of the County Employees' Retirement Law effective on December 23, 2012, for all employees who are not "new members" of the retirement system as defined by the California Public Employees' Pension Reform Act of 2013, pending completion of a meet and confer process with affected labor organizations
48. Introduction of an ordinance amending Ordinance 04629 increasing the County Manager's salary and waiver of reading the ordinance in its entirety

This item was continued to the meeting of January 8, 2013 for adoption.

49. Introduction of an ordinance amending the salary ordinance to reflect the deletion of two positions, addition of eight positions, and reclassification of one position; and accepting the report on the total number of positions in the County and waiver of reading the ordinance in its entirety

This item was continued to the meeting of January 8, 2013 for adoption.

50. Adoption of an ordinance **(04641)** amending the salary ordinance to reflect the deletion of two positions, addition of three positions, reclassification of four positions, and conversion of two positions to Confidential, and accepting the report on the total number of positions in the

County, previously introduced on November 20, 2012 and waiver of reading the ordinance in its entirety

INFORMATION SERVICES

51. Resolution **(072304)** authorizing amendments to the agreements with 314e Corporation and AgreeYa Solutions, for contingency staffing services, increasing each by \$2,000,000 to an amount not to exceed \$3,500,000 in aggregate

PLANNING AND BUILDING

52. Resolution **(072305)** approving a minor modification to the Local Hazard Mitigation Plan for the Unincorporated County

PROBATION

53. Resolution **(072306)** authorizing an amendment to the agreement with Boys and Girls Club of the Peninsula to provide mentoring for at-risk and system involved youth, increasing the amount by \$53,334 to \$213,334
54. Resolution **(072307)** authorizing amendments to the agreements with El Centro de Libertad increasing the amount by \$57,844 to \$231,379, Peninsula Conflict Resolution Center increasing the amount by \$116,736 to \$466,941, Pyramid Alternatives increasing the amount by \$112,680 to \$450,717, and Urban Services YMCA c/o YMCA San Francisco increasing the amount by \$126,086 to \$504,347 to provide services to at-risk and system involved youth

PUBLIC WORKS

55. Resolution **(072308)** authorizing the Director of Public Works and Parks or his designee to apply for and accept a California Natural Resources Agency grant for the Devil's Slide Trail Project in the amount of \$270,000
56. Resolution **(072309)** authorizing an agreement with Asset Works for the provision and installation of an electronic vehicle reservation system for 170 County motor pool vehicles for the term of December 11, 2012 through December 10, 2017, in an amount not to exceed \$275,000
57. Resolution **(072310)** authorizing agreements with Agbayani Construction Corporation, Therma Corporation, and EMCOR Service Mesa Energy Systems, Inc., for the Job Order Contracts – Mechanical Works, each in an amount not to exceed \$4,400,000
58. Resolution **(072311)** authorizing agreements with consulting firms for On-Call Park Professional Services for the term of December 11, 2012 through December 11, 2015, in an amount not to exceed \$300,000 to \$500,000 per agreement
59. Resolution **(072312)** authorizing an amendment to the agreement with Parsons Brinckerhoff, Inc. for engineering services for the Crystal Springs Dam Bridge Replacement Project, extending the term through December 31, 2015, increasing the amount by \$254,210 to

\$846,210

TREASURER

- 60. Resolution **(072313)** authorizing discharge of accountability for collection of costs, fines, fees and assessments for the County of San Mateo for accounts that became uncollectible in fiscal years 2008-2009, 2009-2010 and 2010-2011

CLOSED SESSION

(The Board will adjourn to closed session to consider the following items at the end of the agenda, or at any time during the meeting as time permits. At the conclusion of closed session, the Board will reconvene in open session to report on any actions taken for which a report is required by law.)

A) Conference with Legal Counsel - Existing Litigation

Satorre, Ray, et al., v. Mark Church, et al.
San Mateo County Superior Court Case No. 504866

B) Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9
One case

C) Conference with Legal Counsel - Anticipated Litigation

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9
One case

The Board recessed to regular closed session at 12:01 p.m.

The Board reconvened the open session at 1:20 p.m.

County Counsel made the following report: No reportable action was taken.

The meeting was adjourned at 1:21 p.m. in memory of Mike Nevin, Executive Director of San Mateo County Service League, Leyla Beban, and Donny McClymond.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors



Date: January 2, 2013
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Supervisor Don Horsley

Subject: 2013 Board of Supervisors Committee Assignments

RECOMMENDATION:

Accept the 2013 Committee Assignments representing the Board of Supervisors

BACKGROUND:

Each year, the Board of Supervisors is tasked with acting as representatives of the San Mateo County Board of Supervisors on numerous Boards, Commissions and Committees. Assignments are distributed to each of the Supervisors representing the five districts of San Mateo County.

FISCAL IMPACT:

None

**San Mateo County Board of Supervisors
Boards and Commissions Assignments
January 2013**

District 1 (Dave Pine)

Airport Community Roundtable

Airport Land Use Committee

Association of Bay Area Governments (ABAG)

Child Care Partnership Council

Children's Collaborative Action Team

City/County Association of Governments (C/CAG) (Alternate)

Dental Coalition

Fatherhood Collaborative

First 5 Commission

Health Plan of San Mateo (HPSM)

HEART (Housing Endowment and Regional Trust) of San Mateo County

Juvenile Justice Coordinating Council (JJCC)

Mental Health Board

Peninsula Traffic Congestion Relief Alliance

San Francisco Bay Conservation and Development Commission (BCDC)

San Francisquito Creek JPA

District 2 (Carole Groom)

Bay Area Air Quality Management District (BAAQMD) Board of Directors

California State Associations of Counties (CSAC)

California Coastal Commission

CSAC Urban Counties Caucus (UCC)
Commission on Disabilities (CoD)
Commission on the Status of Women (CSW)
Community Health Reform Advocacy Committee (CHRAC)
Emergency Food & Shelter Local Board (FEMA)
Library JPA
Math and Science Work Group
Peninsula Partnership Leadership Council (PPLC)
Regional Airport Planning Committee (BAAQMD Representative)
San Francisco Bay Area Regional Water System Financing Authority
(BAWSCA RFA)
San Francisco Bay Conservation and Development Commission (BCDC)
Alternate
San Mateo County Community Action Agency
San Mateo County Event Center Board of Directors
San Mateo Medical Center Board of Directors
San Mateo County Transit Agency (SamTrans) Board of Directors
Transportation Authority (TA) Chair
Youth Commission
Workforce Investment Board

District 3 (Don Horsley)

Airport Community Roundtable (Alternate)
City/County Association of Governments (C/CAG)
Coastal Counties Regional Association

Coastside Community Schools Partnership
Devil's Slide Coastal Access Work Group
Health Plan of San Mateo (HPSM)
HEART
HOPE Interagency Council
Local Agency Formation Commission (LAFCo)
Mid-Coast Community Council (MCC)
Peninsula Traffic Congestion Relief Alliance (Alternate)
Pescadero Municipal Advisory Council (PMAC)
Redwood City 2020 (Alternate)
San Mateo County Community Action Agency
San Mateo County Pre-Hospital Emergency Services Providers Group JPA
Transportation Authority (TA)

District 4 (Warren Slocum)

AIDS Program Community Advisory Board
Association of Bay Area Governments (ABAG)
Bay Area Council Economic Institute
California Council of Governments
Community Corrections Partnership (CCP) (Alternate)
Domestic Violence Council
Grand Boulevard Task Force
HEART (Housing Endowment and Regional Trust) of San Mateo County
HOPE (Housing Our People Effectively) Interagency Council
Juvenile Justice & Delinquency Prevention Commission

Local Agency Formation Commission (LAFCo) (Alternate)
Math and Science Work Group
North Fair Oaks (NFO) Community Council
Redwood City 2020
Regional Housings Needs Allocation Policy Committee
San Francisquito Creek JPA (Alternate)
San Mateo Community College District (SMCCD) Bond Oversight
Committee
Shared Vision 2010/2015
Workforce Investment Board (WIB)

District 5 (Adrienne Tissier)

Cal ID
Children's Fund
Commission on Aging (CoA)
Community Corrections Partnership (CCP)
Community Health Reform Advocacy Committee (CHRAC)
Emergency Services Council
Jobs for Youth
Local Agency Formation Commission (LAFCo)
Metropolitan Transportation Commission (MTC) (Chair)
Peninsula Corridor Joint Powers Board of Directors (Caltrain)
San Mateo County Event Center Board of Directors
San Mateo County Medical Center Board of Directors
San Mateo County Transit Agency (SamTrans) Board of Directors

Vehicle Theft Task Force



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Board of Supervisors



Date: December 18, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Supervisor Adrienne J. Tissier
Subject: Re-appointment to the Planning Commission

RECOMMENDATION:

Recommendation for the reappointment of Steve Dworetzky to the San Mateo County Planning Commission representing District 5, for a term ending January 8, 2017.

BACKGROUND:

Mr. Dworetzky has extensive experience in the financial sector including management positions at United American Bank, Transamerica, Merrill-Lynch, Wells Fargo and First National Bank of Northern California.

Mr. Dworetzky was first appointed to the District 5 seat on the Planning Commission in April 2004 by then Supervisor Mike Nevin, to complete a partial term that ended in January 2005. In December 2004, Mr. Dworetzky was reappointed to his first four-year term and in March 2009 re-appointed to his second four-year term, which ended January 5, 2013. If approved, this reappointment would be Mr. Dworetzky's third and final four-year term. He has expressed an interest in continuing to serve on the Commission.

I believe Mr. Dworetzky's tremendous banking knowledge is an asset to the Commission and to the Board of Supervisors, and I recommend his re-appointment.

FISCAL IMPACT:

None.

THE BOARD OF SUPERVISORS
COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION HONORING AND COMMENDING THE

Multicultural Institute

WHEREAS, San Mateo County recognizes the importance of helping recent immigrants transition from poverty to prosperity and from isolation to full participation in civil society; and

WHEREAS, in order to encourage the positive effects of the integration of recent immigrants on their lives and the economic health of San Mateo County, the Multicultural Institute has played a dynamic and integral role in the support of recent immigrants for 17 years; and

WHEREAS, the Multicultural Institute helps adults acquire vocational, social, and educational skills to build self-sufficiency through the Day Laborer Program in North Fair Oaks, where they provide job placement assistance for both employers and employees, resolution of job payment and other legal issues, health screening and treatment, education, and vocational training opportunities, all free of charge; and

WHEREAS, in fiscal year 2008-2009 the Multicultural Institute assisted 540 recent immigrants in North Fair Oaks, 140 with job-matching, 137 with wage claims and other legal issues, 88 with medical services, and 51 with education and vocational training; and

WHEREAS, the Multicultural Institute helps San Mateo County businesses and residents identify workers for both short-term and ongoing employment through screening, matching skills to jobs, and conducting follow-up interviews with employers and employees; and

WHEREAS, the Multicultural Institute partners with San Mateo County businesses, nonprofits, and public agencies as well as with Bay Area foundations, in order to support the lives of recent immigrants.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Mateo, State of California, hereby honors and commends the Multicultural Institute on its 17th anniversary.

Dated: December 13, 2012

SUPERVISORS:

ADRIENNE J. TISSIER, *President*

DAVE PINE

CAROLE GROOM

DON HORSLEY

ROSE JACOBS GIBSON

Attest: _____
Deputy Clerk of the Board of Supervisors



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: December 26, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager

Subject: Adoption of Employer and Member Retirement Contribution Rates for January 1, 2013 through June 30, 2013 for PEPRA Plan members and FY 2013-2014 for all members.

RECOMMENDATION:

Adopt a Resolution setting the employer and member contribution rates for the San Mateo County Employee's Retirement Association (SamCERA) for January 1, 2013 through June 30, 2013 for PEPRA Plan members and for FY 2013-2014 for all members in accordance with Government Code Sections 31453 and 31454.

BACKGROUND:

Adoption of the attached Resolution will set employer and member contribution rates as needed for positions covered by all currently existing retirement plans as well as the new plans required under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"). Because the new PEPRA plans commence January 1, 2013, and the Board has not yet set rates for these members, the resolution will set the PEPRA Plan rates for periods of January 1, 2013 through June 30, 2013 and FY 2013-2014.

The actuarially determined rates are recommended by the Board of Retirement. This agenda item is to facilitate formal adoption of the rates as required by Government Code Sections 31453 and 31454.

DISCUSSION:

Government Code Section 31453 requires the Board of Retirement to conduct periodic actuarial valuations of the retirement system and to recommend contribution rates to the Board of Retirement. Section 31454 requires the Board of Supervisors not later than 90 days after the beginning of the immediately succeeding fiscal year, to adjust the rates of interest, the rates of contributions of members, and county and district appropriations in accordance with the recommendations of the Board of Retirement. These rates are reflective of the Board of Retirement's adoption, based upon the recommendation of the

its actuary, of an assumed investment return of 7.5% annually. Last fiscal year, the assumed rate was 7.75%.

Single Contribution Rate For Each PEPRA Plan

Current members' contributions are calculated under "age of entry" pursuant to County Employees Retirement Law ("CERL"). Under this method, each member pays a contribution rate that is based on their plan and the age at which they entered the system. Members entering at younger ages pay lower rates than members entering at older ages on the assumption that the system will have longer to invest and earn sufficient amounts to pay for the benefits of younger entrants. Single rates have no age component. All members of a plan pay the same rate. The single rate method is the most common rate calculation approach used for U.S. pension plans.

Due to the mandates of PEPRA, the Board of Retirement adopted a single rate for each PEPRA Plan. PEPRA mandates SamCERA to "modify its plan or plans to comply with the requirements of this section" and mandates "an initial contribution rate of at least 50 percent of the normal cost rate for that defined benefit plan, rounded to the nearest quarter of 1 percent..." (GC §§7522.10 (a), 7522.30 (c)). PEPRA defines "normal cost rate" as the normal cost for "the defined benefit plan of an employer." (GC §7522.30 (b)). SamCERA is mandated by PEPRA to implement new plans for general members and safety members. There is no requirement or authority to implement a separate plan for each entry age in each member category. Therefore, SamCERA is directed to implement single rates for these plans in order to calculate what is 50% of the normal contribution rate of each plan. Both CalPERS and CalSTRS, to which PEPRA also applies, currently charge single rates. They will charge single rates for their PEPRA plans.

The Board of Retirement recommends contribution rates as set forth in the attached resolution and accompanying letter from the SamCERA Chief Executive Officer. The resolution has been reviewed and approved by County Counsel as to form and content.

Approval of this resolution contributes to the Shared Vision 2025 outcome of a Collaborative Community by managing the financial assets of the County and maintaining the appropriate level of contributions to the retirement fund.

FISCAL IMPACT:

The County's budgeted appropriation for retirement contributions in FY 2012-13 is \$145.1 million, most of which is appropriated in the General Fund (\$118.2 million). This figure includes the County's employer contribution of \$139.2 million plus the amount of employee contributions the County covers pursuant to negotiated MOUs with employee bargaining units of \$5.9 million. It is estimated that the new rates will result in an increase of \$8.5 million countywide, primarily due to the reduction of the assumed rate from 7.75% to 7.5% and the ongoing smoothing of investment losses sustained in FY

2008-09. The immediate fiscal impact of the new PEPRA rates will be minimal since only employees hired after January 1, 2013 will be affected.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION SETTING EMPLOYER AND MEMBER CONTRIBUTION RATES FOR
THE SAN MATEO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION FOR
JANUARY 1, 2013 FOR PEPRA PLAN MEMBERS AND FOR ALL MEMBERS FOR
FISCAL YEAR 2013-2014 IN ACCORDANCE WITH GOVERNMENT CODE
SECTIONS 31453 AND 31454

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Government Code §31453 mandates the periodic actuarial valuation of the Retirement Fund and requires that the Board of Retirement...*shall...recommend to the Board of Supervisors such changes in the rates of interest, in the rates of contributions of members, and in the county and district appropriations as are necessary...*; and

WHEREAS, the Board of Retirement has received, reviewed and approved the reports of its actuary, Milliman, Inc., and its Chief Executive Officer setting forth recommendations to assure the actuarial soundness of the Retirement Fund; and

WHEREAS, the Board of Retirement has reviewed the contribution rates recommended by the actuary and has forwarded such rates pursuant to Government Code §31453 with a recommendation that they be adopted by the County; and

WHEREAS, the Board of Retirement's actuary, its Chief Executive Officer, and Board of Retirement have accepted the recommended actuarial assumptions and have adopted an assumed investment return of 7.5% annually; and

WHEREAS, Government Code §31454 mandates that "*the Board of Supervisors shall not later than 90 days after the beginning of the immediately succeeding fiscal year adjust the rates of interest, the rates of contributions of members, and county and district appropriations in accordance with the recommendations of the board, but shall not fix them in such amounts as to reduce the individual benefits provided in this chapter*"; and

WHEREAS, for those members who are subject to the benefit plans set forth in California Public Employees' Pension Reform Act ("PEPRA"), the Board must set the required member contribution pursuant to Government Code section 7522.04(b); and

WHEREAS, Government Code section 7522.10 (a) mandates SamCERA to "modify its plan or plans to comply with the requirements of this section..." and Government Code section 7522.30 (c) mandates "an initial contribution rate of at least 50 percent of the normal cost rate for that defined benefit plan, rounded to the nearest quarter of 1 percent..."; and

WHEREAS, Government Code section 7522.30(b) defines "normal cost rate" as the normal cost for "the defined benefit plan of an employer"; and

WHEREAS, the Board of Retirement has determined, based on the recommendation of the Chief Executive Officer and Milliman, Inc., that in order to comply with the requirements of PEPRA and in order to appropriately administer the PEPRA requirements, there must be a single member contribution rate for each plan rather than a rate based on the individual member's age of entry; and

WHEREAS the Board of Supervisors has reviewed the recommendations and finds them to be in the best interest of the members, retirees and beneficiaries of the Retirement System:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that

The rates of interest, the rates of contributions of members and employers shall be set in accordance with the following schedules of contribution rates, as a percentage of compensation earnable for members who commenced employment prior to January 1, 2013 and for those members who commenced employment after January 1, 2013 but who are not PEPRA Plan members, and pensionable compensation for those members who commenced employment after January 1, 2013 and are members of the PEPRA Plan. These rates shall be effective as of the dates noted in the exhibits and tables contained in the attached letter of December 19, 2012, from David Bailey, Chief Executive Officer, *SamCERA*.

IT IS FURTHER DETERMINED AND ORDERED, that the County shall make contributions to the Retirement Fund in accordance with these rates.

SamCERA



San Mateo County Employees' Retirement Association
100 Marine Parkway, Suite 125
Redwood City, CA 94065
samcera@samcera.org
Phone: 650-599-1234
Fax: 650-591-1488

December 19, 2012

Honorable Board of Supervisors
John L. Maltbie, County Manager
Hall of Justice and Records
400 County Center
Redwood City, CA 94063

Subject: Adoption of Employer and Member Retirement Contribution Rates for January 1, 2013 through June 30, 2013 for PEPRAs Plan members and FY 2013-2014 for all members.

This letter is to request that the Board of Supervisors adopt member and employer contribution rates as recommended by the Board of Retirement, effective for the employee groups and the dates noted on the attached tables.

The Board of Retirement, based on the recommendations of its actuarial firm, Milliman, Inc., has approved the rates in the tables attached with this letter. These rates are reflective of the Board of Retirement's adoption, based upon the recommendation of its actuary, of an assumed investment return of 7.5% annually. The assumed rate was previously set at 7.75%.

For current employees, the different employee contributions in the attached tables are based in part on the various bargaining units' Memoranda of Understanding. The rates cover employees in plans with new formulas and cost sharing that resulted from negotiations that took place in 2011 as well as new rates for those employees with membership in prior plans.

Current members' contributions are calculated under "age of entry" pursuant to County Employees Retirement Law ("CERL"). Under this method, each member pays a contribution rate that is based on their plan and the age at which they entered the system. Due to the mandates of the California Public Employees' Pension Reform Act ("PEPRA"), which is effective January 1, 2013, the Board of Retirement adopted a single rate for each PEPRAs Plan. Single rates have no age component. The rates in the attached tables will be effective as of January 1, 2013, for all PEPRAs Plan members and for the fiscal year beginning July 1, 2013, for all members.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Bailey".

David Bailey
Chief Executive Officer

Enc.

INDEX OF CONTRIBUTION RATE TABLES

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|--|--------|
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**California Public Employees' Pension Reform Act ("PEPRA")
(General Plan 7, Safety Plan 7, Probation Plan 7)**

PEPRA Plan Employer and Member Contribution Rates Effective January 1, 2013

| PEPRA Plan | Employer Normal Cost Rate | UAAL Rate | Total Employer Rate | Member Rate* |
|---|---------------------------|-----------|---------------------|--------------|
| General Plan 7, County & Courts (2% @ 62) | 7.65% | 16.41% | 24.06% | 7.75% |
| General Plan 7, M&VCD (2% @ 62) | 7.90% | 16.41% | 24.31% | 7.75% |
| Safety Plan 7 (2.7% @ 57) | 13.22% | 40.16% | 53.38% | 13.00% |
| Probation Plan 7 (2.7% @ 57)* | 14.76% | 21.62% | 36.38% | 9.80% |

**Probation Member contribution rate shown is net of 20% County pickup, pursuant to the MOU currently in effect for most probation members. For probation members to whom the MOU does not apply, the member contribution rate will be 12.25%.*

PEPRA Plan Employer and Member Contribution Rates Effective FY 2013-2014

| PEPRA Plan | Employer Normal Cost Rate | UAAL Rate | Total Employer Rate | Member Rate* |
|---|---------------------------|-----------|---------------------|--------------|
| General Plan 7, County & Courts (2% @ 62) | 7.65% | 20.17% | 27.82% | 7.75% |
| General Plan 7, M&VCD (2% @ 62) | 7.90% | 20.17% | 28.07% | 7.75% |
| Safety Plan 7 (2.7% @ 57) | 13.22% | 48.51% | 61.73% | 13.00% |
| Probation Plan 7 (2.7% @ 57)* | 14.76% | 26.71% | 41.47% | 9.80% |

**Probation Member contribution rate shown is net of 20% County pickup, pursuant to the MOU currently in effect for most probation members. For probation members to whom the MOU does not apply, the member contribution rate will be 12.25%.*

Employer Contribution Rates for All Plans FY 2013-2014

| | | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|---------------------|
| County of San Mateo and San Mateo County Superior Courts | Plan 1 | Plan 2 | Plan 3 | Plan 4 | Plan 5 | PEPRA Plan 7 |
| <u>General Employer Rates:</u> | | | | | | |
| Employer Normal Cost | 10.75% | 10.65% | 7.94% | 9.84% | 9.35% | 7.65% |
| Contribution to UAAL | 20.17% | 20.17% | 20.17% | 20.17% | 20.17% | 20.17% |
| Total General Employer Contribution | 30.92% | 30.82% | 28.11% | 30.01% | 29.52% | 27.82% |

| | | | | | | |
|--|---------------|---------------|---------------|---------------|---------------|---------------|
| <u>General - CNA Employer Rates:</u> | | | | | | |
| Employer Normal Cost | 9.32% | 9.46% | 7.94% | 9.01% | 9.35% | 7.65% |
| Contribution to UAAL | 20.17% | 20.17% | 20.17% | 20.17% | 20.17% | 20.17% |
| Total General - CNA Employer Rate | 29.49% | 29.63% | 28.11% | 29.18% | 29.52% | 27.82% |

| | | | | | | |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| | Plan 1 | Plan 2 | Plan 4 | Plan 5 | Plan 6 | PEPRA Plan 7 |
| <u>Safety Employer Rates:</u> | | | | | | |
| Employer Normal Cost | 26.69% | 20.08% | 18.65% | 16.48% | 15.98% | 13.22% |
| Contribution to UAAL | 48.51% | 48.51% | 48.51% | 48.51% | 48.51% | 48.51% |
| Total Safety Employer Rate: | 75.20% | 68.59% | 67.16% | 64.99% | 64.49% | 61.73% |

| | | | | | | |
|---------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <u>Probation Employer Rates:</u> | | | | | | |
| Employer Normal Cost | 30.20% | 20.41% | 17.87% | 14.92% | 16.04% | 14.76% |
| Contribution to UAAL | 26.71% | 26.71% | 26.71% | 26.71% | 26.71% | 26.71% |
| Total Probation Employer Rate: | 56.91% | 47.12% | 44.58% | 41.63% | 42.75% | 41.47% |

| | | | | |
|--|---------------|---------------|---------------|---------------------|
| San Mateo County Mosquito & Vector Control District | Plan 1 | Plan 2 | Plan 4 | PEPRA Plan 7 |
| <u>General Employer Rates:</u> | | | | |
| Employer Normal Cost | n/a | 17.70% | 10.90% | 7.90% |
| Contribution to UAAL | n/a | 20.17% | 20.17% | 20.17% |
| Total General Employer Contribution | 33.34% | 37.87% | 31.07% | 28.07% |

FY 2013-2014 Member Contribution Rates

General Member Contribution Rates (Basic Member Contribution and Cola Share) (Cost Sharing not included)

| Entry Age | General - County, Courts, CNA, MVCD Basic Member Rate | | | | General 50% Cola Share (hired on and after 8/7/2011) | | | | CNAs 25% Cola Share (Hired before 8/7/2011) | | |
|-----------|--|-------|-------|-------------|---|----------------|----------------|----------------|--|---------------|---------------|
| | G1, G2 | G4 | G5 | PEPRA G7 | 50% Cola G1 | 50% Cola G2 | 50% Cola G4 | 50% Cola G5 | G1 Cola Sh | G2 Cola Sh | G4 Cola Sh |
| 16 | 5.25% | 5.04% | 4.34% | 7.75% | 2.19% | 1.72% | 1.13% | 0.92% | 1.10% | 0.86% | 0.56% |
| 17 | 5.35% | 5.14% | 4.42% | 7.75% | 2.23% | 1.75% | 1.15% | 0.94% | 1.12% | 0.88% | 0.57% |
| 18 | 5.45% | 5.23% | 4.50% | 7.75% | 2.28% | 1.79% | 1.17% | 0.96% | 1.14% | 0.89% | 0.58% |
| 19 | 5.55% | 5.33% | 4.59% | 7.75% | 2.32% | 1.82% | 1.19% | 0.98% | 1.16% | 0.91% | 0.60% |
| 20 | 5.66% | 5.43% | 4.67% | 7.75% | 2.36% | 1.86% | 1.21% | 0.99% | 1.18% | 0.93% | 0.61% |
| 21 | 5.76% | 5.53% | 4.76% | 7.75% | 2.40% | 1.89% | 1.24% | 1.01% | 1.20% | 0.94% | 0.62% |
| 22 | 5.87% | 5.63% | 4.85% | 7.75% | 2.45% | 1.92% | 1.26% | 1.03% | 1.23% | 0.96% | 0.63% |
| 23 | 5.97% | 5.73% | 4.94% | 7.75% | 2.49% | 1.96% | 1.28% | 1.05% | 1.25% | 0.98% | 0.64% |
| 24 | 6.08% | 5.84% | 5.03% | 7.75% | 2.54% | 1.99% | 1.31% | 1.07% | 1.27% | 1.00% | 0.65% |
| 25 | 6.19% | 5.94% | 5.12% | 7.75% | 2.58% | 2.03% | 1.33% | 1.09% | 1.29% | 1.02% | 0.66% |
| 26 | 6.31% | 6.05% | 5.22% | 7.75% | 2.63% | 2.07% | 1.35% | 1.11% | 1.32% | 1.03% | 0.68% |
| 27 | 6.42% | 6.16% | 5.31% | 7.75% | 2.68% | 2.11% | 1.38% | 1.13% | 1.34% | 1.05% | 0.69% |
| 28 | 6.54% | 6.28% | 5.41% | 7.75% | 2.73% | 2.14% | 1.40% | 1.15% | 1.36% | 1.07% | 0.70% |
| 29 | 6.66% | 6.39% | 5.51% | 7.75% | 2.78% | 2.18% | 1.43% | 1.17% | 1.39% | 1.09% | 0.71% |
| 30 | 6.78% | 6.51% | 5.61% | 7.75% | 2.83% | 2.22% | 1.46% | 1.19% | 1.41% | 1.11% | 0.73% |
| 31 | 6.90% | 6.62% | 5.71% | 7.75% | 2.88% | 2.26% | 1.48% | 1.22% | 1.44% | 1.13% | 0.74% |
| 32 | 7.03% | 6.75% | 5.82% | 7.75% | 2.94% | 2.31% | 1.51% | 1.24% | 1.47% | 1.15% | 0.75% |
| 33 | 7.16% | 6.87% | 5.93% | 7.75% | 2.99% | 2.35% | 1.54% | 1.26% | 1.49% | 1.17% | 0.77% |
| 34 | 7.29% | 6.99% | 6.03% | 7.75% | 3.04% | 2.39% | 1.56% | 1.28% | 1.52% | 1.20% | 0.78% |
| 35 | 7.42% | 7.12% | 6.14% | 7.75% | 3.10% | 2.43% | 1.59% | 1.31% | 1.55% | 1.22% | 0.80% |
| 36 | 7.56% | 7.25% | 6.25% | 7.75% | 3.16% | 2.48% | 1.79% | 1.33% | 1.58% | 1.24% | 0.81% |
| 37 | 7.70% | 7.39% | 6.37% | 7.75% | 3.21% | 2.52% | 1.81% | 1.36% | 1.61% | 1.26% | 0.83% |
| 38 | 7.84% | 7.52% | 6.48% | 7.75% | 3.27% | 2.57% | 1.85% | 1.38% | 1.64% | 1.29% | 0.84% |
| 39 | 7.99% | 7.66% | 6.60% | 7.75% | 3.34% | 2.62% | 1.90% | 1.41% | 1.67% | 1.31% | 0.86% |
| 40 | 8.14% | 7.81% | 6.72% | 7.75% | 3.40% | 2.67% | 1.92% | 1.43% | 1.70% | 1.33% | 0.87% |
| 41 | 8.29% | 7.95% | 6.85% | 7.75% | 3.46% | 2.72% | 1.96% | 1.46% | 1.73% | 1.36% | 0.89% |
| 42 | 8.45% | 8.10% | 6.97% | 7.75% | 3.53% | 2.77% | 1.98% | 1.48% | 1.76% | 1.39% | 0.91% |
| 43 | 8.61% | 8.24% | 7.10% | 7.75% | 3.59% | 2.82% | 2.01% | 1.51% | 1.80% | 1.41% | 0.92% |
| 44 | 8.76% | 8.38% | 7.24% | 7.75% | 3.66% | 2.87% | 2.03% | 1.54% | 1.83% | 1.44% | 0.94% |
| 45 | 8.91% | 8.51% | 7.37% | 7.75% | 3.72% | 2.92% | 2.06% | 1.57% | 1.86% | 1.46% | 0.95% |
| 46 | 9.06% | 8.64% | 7.51% | 7.75% | 3.78% | 2.97% | 2.08% | 1.60% | 1.89% | 1.49% | 0.97% |
| 47 | 9.21% | 8.76% | 7.64% | 7.75% | 3.85% | 3.02% | 2.08% | 1.63% | 1.92% | 1.51% | 0.98% |
| 48 | 9.34% | 8.86% | 7.78% | 7.75% | 3.90% | 3.06% | 2.10% | 1.66% | 1.95% | 1.53% | 0.99% |
| 49 | 9.47% | 8.96% | 7.91% | 7.75% | 3.95% | 3.11% | 2.09% | 1.68% | 1.98% | 1.55% | 1.00% |
| 50 | 9.58% | 9.03% | 8.04% | 7.75% | 4.00% | 3.14% | 2.07% | 1.71% | 2.00% | 1.57% | 1.01% |
| 51 | 9.68% | 9.07% | 8.16% | 7.75% | 4.04% | 3.17% | 2.03% | 1.74% | 2.02% | 1.59% | 1.01% |
| 52 | 9.75% | 9.07% | 8.27% | 7.75% | 4.07% | 3.20% | 2.41% | 1.76% | 2.03% | 1.60% | 1.01% |
| 53 | 9.78% | 9.38% | 8.37% | 7.75% | 4.08% | 3.21% | 2.51% | 1.78% | 2.04% | 1.60% | 1.05% |
| 54 | 9.78% | 9.72% | 8.46% | 7.75% | 4.08% | 3.21% | 2.17% | 1.80% | 2.04% | 1.60% | 1.09% |
| 55 | 9.78% | 9.72% | 8.52% | 7.75% | 4.08% | 3.21% | 2.17% | 1.81% | 2.04% | 1.60% | 1.09% |
| 56 | 9.78% | 9.72% | 8.56% | 7.75% | 4.08% | 3.21% | 2.17% | 1.82% | 2.04% | 1.60% | 1.09% |
| 57 | 9.78% | 9.72% | 8.56% | 7.75% | 4.08% | 3.21% | 2.17% | 1.82% | 2.04% | 1.60% | 1.09% |
| 58 | 9.78% | 9.72% | 8.85% | 7.75% | 4.08% | 3.21% | 2.17% | 1.89% | 2.04% | 1.60% | 1.09% |
| 59 | 9.78% | 9.72% | 9.17% | 7.75% | 4.08% | 3.21% | 2.17% | 1.95% | 2.04% | 1.60% | 1.09% |
| 60 | 9.78% | 9.72% | 9.17% | 7.75% | 4.08% | 3.21% | 2.17% | 1.95% | 2.04% | 1.60% | 1.09% |

FY 2013-2014 Member Contribution Rates
Safety Contribution Rates (Basic Member Contribution and Cola Share) (Cost Sharing not included)

| Entry Age | Safety Basic Member Rate | | | Safety 50% Cola Share (hired on and after 1/8/2012) | | | | |
|-----------|--------------------------|------------|----------|---|-------------|-------------|-------------|-------------|
| | S1, S2 | S4, S5, S6 | PEPRA S7 | 50% Cola S1 | 50% Cola S2 | 50% Cola S4 | 50% Cola S5 | 50% Cola S6 |
| 16 | 7.14% | 6.86% | 13.00% | 4.47% | 3.57% | 2.25% | 2.06% | 1.84% |
| 17 | 7.28% | 6.98% | 13.00% | 4.55% | 3.64% | 2.29% | 2.10% | 1.88% |
| 18 | 7.41% | 7.11% | 13.00% | 4.63% | 3.71% | 2.33% | 2.14% | 1.91% |
| 19 | 7.55% | 7.24% | 13.00% | 4.72% | 3.78% | 2.38% | 2.18% | 1.95% |
| 20 | 7.68% | 7.37% | 13.00% | 4.80% | 3.84% | 2.42% | 2.22% | 1.98% |
| 21 | 7.82% | 7.51% | 13.00% | 4.89% | 3.91% | 2.46% | 2.26% | 2.02% |
| 22 | 7.97% | 7.65% | 13.00% | 4.98% | 3.99% | 2.51% | 2.30% | 2.06% |
| 23 | 8.11% | 7.79% | 13.00% | 5.07% | 4.06% | 2.56% | 2.34% | 2.09% |
| 24 | 8.26% | 7.93% | 13.00% | 5.17% | 4.13% | 2.60% | 2.38% | 2.13% |
| 25 | 8.41% | 8.07% | 13.00% | 5.26% | 4.21% | 2.65% | 2.43% | 2.17% |
| 26 | 8.56% | 8.22% | 13.00% | 5.35% | 4.28% | 2.70% | 2.47% | 2.21% |
| 27 | 8.72% | 8.37% | 13.00% | 5.45% | 4.36% | 2.75% | 2.52% | 2.25% |
| 28 | 8.88% | 8.52% | 13.00% | 5.55% | 4.44% | 2.80% | 2.56% | 2.29% |
| 29 | 9.04% | 8.68% | 13.00% | 5.65% | 4.52% | 2.85% | 2.61% | 2.33% |
| 30 | 9.21% | 8.83% | 13.00% | 5.76% | 4.61% | 2.90% | 2.66% | 2.37% |
| 31 | 9.37% | 9.00% | 13.00% | 5.86% | 4.69% | 2.95% | 2.71% | 2.42% |
| 32 | 9.55% | 9.16% | 13.00% | 5.97% | 4.78% | 3.01% | 2.75% | 2.46% |
| 33 | 9.72% | 9.33% | 13.00% | 6.08% | 4.86% | 3.06% | 2.81% | 2.51% |
| 34 | 9.91% | 9.51% | 13.00% | 6.20% | 4.96% | 3.12% | 2.86% | 2.56% |
| 35 | 10.09% | 9.68% | 13.00% | 6.31% | 5.05% | 3.18% | 2.91% | 2.60% |
| 36 | 10.29% | 9.86% | 13.00% | 6.44% | 5.15% | 3.24% | 2.96% | 2.65% |
| 37 | 10.48% | 10.04% | 13.00% | 6.55% | 5.24% | 3.29% | 3.02% | 2.70% |
| 38 | 10.68% | 10.22% | 13.00% | 6.68% | 5.34% | 3.35% | 3.07% | 2.75% |
| 39 | 10.87% | 10.39% | 13.00% | 6.80% | 5.44% | 3.41% | 3.12% | 2.79% |
| 40 | 11.06% | 10.56% | 13.00% | 6.92% | 5.53% | 3.46% | 3.18% | 2.84% |
| 41 | 11.24% | 10.72% | 13.00% | 7.03% | 5.62% | 3.52% | 3.22% | 2.88% |
| 42 | 11.42% | 10.86% | 13.00% | 7.14% | 5.71% | 3.56% | 3.27% | 2.92% |
| 43 | 11.59% | 11.00% | 13.00% | 7.25% | 5.80% | 3.61% | 3.31% | 2.96% |
| 44 | 11.74% | 11.11% | 13.00% | 7.34% | 5.87% | 3.65% | 3.34% | 2.99% |
| 45 | 11.89% | 11.20% | 13.00% | 7.44% | 5.95% | 3.67% | 3.37% | 3.01% |
| 46 | 12.00% | 11.25% | 13.00% | 7.50% | 6.00% | 3.69% | 3.38% | 3.02% |
| 47 | 12.09% | 11.25% | 13.00% | 7.56% | 6.05% | 3.69% | 3.38% | 3.02% |
| 48 | 12.13% | 11.63% | 13.00% | 7.59% | 6.07% | 3.82% | 3.50% | 3.13% |
| 49 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 50 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 51 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 52 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 53 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 54 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 55 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 56 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 57 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 58 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 59 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |
| 60 | 12.13% | 12.05% | 13.00% | 7.59% | 6.07% | 3.95% | 3.62% | 3.24% |

FY 2013-2014 Member Contribution Rates
 Probation Contribution Rates (Basic Member Contribution and Cola Share) (Cost Sharing not included)

| Entry Age | Probation Basic Member Rate* | | | Probation 25% Cola Share Effective 5/30/2013 (hired before 7/10/2011) | | Probation 50% Cola Share (hired on and after 7/10/2011) | | | |
|-----------|------------------------------|------------|----------|---|-------------|---|-------------|-------------|-------------|
| | P1, P2 | P4, P5, P6 | PEPRA P7 | 25% Cola P1, P2 | 25% Cola P4 | 50% Cola P1,P2 | 50% Cola P4 | 50% Cola P5 | 50% Cola P6 |
| 16 | 5.72% | 5.49% | 9.80% | 1.79% | 1.12% | 3.58% | 2.24% | 2.03% | 1.83% |
| 17 | 5.82% | 5.59% | 9.80% | 1.82% | 1.14% | 3.64% | 2.28% | 2.07% | 1.86% |
| 18 | 5.93% | 5.69% | 9.80% | 1.85% | 1.16% | 3.71% | 2.32% | 2.11% | 1.90% |
| 19 | 6.04% | 5.79% | 9.80% | 1.89% | 1.18% | 3.78% | 2.36% | 2.14% | 1.93% |
| 20 | 6.15% | 5.90% | 9.80% | 1.92% | 1.20% | 3.85% | 2.41% | 2.18% | 1.97% |
| 21 | 6.26% | 6.01% | 9.80% | 1.96% | 1.23% | 3.92% | 2.45% | 2.22% | 2.00% |
| 22 | 6.37% | 6.12% | 9.80% | 1.99% | 1.25% | 3.99% | 2.50% | 2.27% | 2.04% |
| 23 | 6.49% | 6.23% | 9.80% | 2.03% | 1.27% | 4.06% | 2.54% | 2.31% | 2.08% |
| 24 | 6.61% | 6.34% | 9.80% | 2.07% | 1.29% | 4.14% | 2.59% | 2.35% | 2.12% |
| 25 | 6.73% | 6.46% | 9.80% | 2.11% | 1.32% | 4.21% | 2.63% | 2.39% | 2.16% |
| 26 | 6.85% | 6.57% | 9.80% | 2.14% | 1.34% | 4.29% | 2.68% | 2.43% | 2.19% |
| 27 | 6.98% | 6.69% | 9.80% | 2.18% | 1.36% | 4.37% | 2.73% | 2.48% | 2.23% |
| 28 | 7.10% | 6.82% | 9.80% | 2.22% | 1.39% | 4.44% | 2.78% | 2.52% | 2.28% |
| 29 | 7.23% | 6.94% | 9.80% | 2.26% | 1.42% | 4.52% | 2.83% | 2.57% | 2.32% |
| 30 | 7.36% | 7.07% | 9.80% | 2.30% | 1.44% | 4.61% | 2.88% | 2.62% | 2.36% |
| 31 | 7.50% | 7.20% | 9.80% | 2.35% | 1.47% | 4.69% | 2.94% | 2.67% | 2.40% |
| 32 | 7.64% | 7.33% | 9.80% | 2.39% | 1.49% | 4.78% | 2.99% | 2.71% | 2.45% |
| 33 | 7.78% | 7.47% | 9.80% | 2.43% | 1.52% | 4.87% | 3.05% | 2.77% | 2.49% |
| 34 | 7.93% | 7.61% | 9.80% | 2.48% | 1.55% | 4.96% | 3.10% | 2.82% | 2.54% |
| 35 | 8.08% | 7.75% | 9.80% | 2.53% | 1.58% | 5.06% | 3.16% | 2.87% | 2.59% |
| 36 | 8.23% | 7.89% | 9.80% | 2.57% | 1.61% | 5.15% | 3.22% | 2.92% | 2.63% |
| 37 | 8.39% | 8.03% | 9.80% | 2.62% | 1.64% | 5.25% | 3.27% | 2.97% | 2.68% |
| 38 | 8.54% | 8.17% | 9.80% | 2.67% | 1.67% | 5.34% | 3.33% | 3.02% | 2.73% |
| 39 | 8.69% | 8.31% | 9.80% | 2.72% | 1.69% | 5.44% | 3.39% | 3.08% | 2.77% |
| 40 | 8.85% | 8.45% | 9.80% | 2.77% | 1.72% | 5.54% | 3.45% | 3.13% | 2.82% |
| 41 | 9.00% | 8.57% | 9.80% | 2.82% | 1.75% | 5.63% | 3.49% | 3.17% | 2.86% |
| 42 | 9.14% | 8.69% | 9.80% | 2.86% | 1.77% | 5.72% | 3.54% | 3.22% | 2.90% |
| 43 | 9.27% | 8.80% | 9.80% | 2.90% | 1.79% | 5.80% | 3.59% | 3.26% | 2.94% |
| 44 | 9.40% | 8.89% | 9.80% | 2.94% | 1.81% | 5.88% | 3.63% | 3.29% | 2.97% |
| 45 | 9.51% | 8.96% | 9.80% | 2.97% | 1.83% | 5.95% | 3.65% | 3.32% | 2.99% |
| 46 | 9.60% | 9.00% | 9.80% | 3.00% | 1.84% | 6.01% | 3.67% | 3.33% | 3.00% |
| 47 | 9.67% | 9.00% | 9.80% | 3.02% | 1.84% | 6.05% | 3.67% | 3.33% | 3.00% |
| 48 | 9.70% | 9.31% | 9.80% | 3.03% | 1.90% | 6.07% | 3.80% | 3.45% | 3.11% |
| 49 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 50 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 51 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 52 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 53 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 54 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 55 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 56 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 57 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 58 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 59 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |
| 60 | 9.70% | 9.64% | 9.80% | 3.03% | 1.97% | 6.07% | 3.93% | 3.57% | 3.22% |

*Probation Member contribution rate shown is net of 20% County pickup, pursuant to the MOU currently in effect for most probation members. For probation members to whom the MOU does not apply, the member contribution rate will be 25% higher.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Sheriff's Office



Date: January 3, 2013

Board Meeting Date: January 8, 2013

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, Director, Of Emergency Services

Subject: Ratification of Proclamation of Local Emergency Resulting from the December 23, 2012 Storm

RECOMMENDATION:

Adopt a Resolution declaring the continued existence of a local emergency in San Mateo County resulting from a severe winter storm which occurred on December 23, 2012, and ratifying the proclamation of a local emergency pursuant to section 8558(c) of the Government Code and San Mateo County Ordinance Code Section 2.46.060.

BACKGROUND:

On December 23, 2012, a strong Pacific storm hit San Mateo County. Prior to the December 23rd storm, the County had experienced several storms that saturated the ground with rain water. As a result of the heavy rain, the ground was not able to absorb the increased water runoff. This caused several communities in San Mateo County to experience storm related damage, including areas in unincorporated San Mateo County.

DISCUSSION:

The December 23, 2012, storm produced over three inches of rainfall with winds up to 45 miles per hour. Coupled with the fact that the ground was already saturated from previous storms, mud slides and flooding occurred in the San Francisquito Creek area of Woodland, Verbena, and Runnymede Avenues in the City of East Palo Alto. The flooding in this area was severe causing both voluntary and mandatory evacuations that required the sheltering of individuals living in the affected neighborhood. Pescadero Creek, between the town of Pescadero and Highway 1, suffered severe flooding, making it impassable to vehicle traffic. The Town of Woodside suffered major damage to drainage culverts, and the Town of Portola Valley experienced a hillside/road "slip out" on Alpine Road. The Seymour Bridge in the City of Half Moon Bay also sustained damage as a result of the severe weather.

In response to these incidents, the San Mateo County Office of Emergency Services (OES) activated their Emergency Operations Center (EOC) on December 23, 2012, at 6:30 p.m. to support the efforts of the Menlo Park Fire Department District Operations Center. The EOC remained open until 11:30 p.m.

San Mateo County OES also provided additional support to the City of East Palo Alto, Town of Woodside, Town of Portola Valley, and City of Half Moon Bay. The OES was responsible for coordinating the response from the State of California Department of Water Resources to inspect several areas of “boils” (water seeping below the levees) along the San Francisquito Creek Levee in East Palo Alto. Immediate action had to be taken to mitigate the potential undermining of the levee to prevent major damage to the community. The OES continued to work with and support the affected cities and areas of unincorporated San Mateo County.

On January 2, 2013, the County Manager as Director of Emergency Services for the County of San Mateo proclaimed the existence or threatened existence of a local emergency. The damage associated with the storm of December 23, 2012, has been estimated at \$2.3 million and is expected to increase as further surveys and inspections are conducted.

The affected cities intend on issuing their own proclamations of local emergency.

County Counsel has reviewed and approved the resolution as to form.

Approval of this resolution contributes to the Shared Vision 2025 outcome of a Collaborative Community by all affected agencies responding together to mitigate the threat or existence of a local emergency.

PERFORMANCE MEASURE(S):

| Measure | FY 2012-13 Actual | FY 2013-14 Projected |
|--|--------------------------|-----------------------------|
| Number of incidents responded to by OES Staff | 44 | 50 |
| Percent of emergency incidents responded to within one hour | 100% | 100% |

FISCAL IMPACT:

A declaration of a State of Emergency could facilitate the reimbursement of expenses of cities, towns, and special districts and the County for resources expended in the response to the storm of December 23, 2012.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION DECLARING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY IN SAN MATEO COUNTY RESULTING FROM A SEVERE WINTER STORM WHICH OCCURRED ON DECEMBER 23, 2012 AND RATIFYING THE PROCLAMATION OF A LOCAL EMERGENCY PURSUANT TO SECTION 8558(C) OF THE GOVERNMENT CODE AND SAN MATEO COUNTY ORDINANCE CODE SECTION 2.46.060

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on December 23, 2013, a significant Pacific storm struck San Mateo County, overwhelming local resources and causing damage to several cities including the City of East Palo Alto, Town of Woodside, Town of Portola Valley, the City of Half Moon Bay, and areas of unincorporated San Mateo County; and

WHEREAS, the County of San Mateo experienced several prior storms that saturated the ground with rain water, resulting in excess run off, and causing storm related damage to several cities and unincorporated San Mateo County; and

WHEREAS, the City of East Palo Alto experienced mud slides and flooding in the San Francisquito Creek , causing voluntary and mandatory evacuation and sheltering, of the residents of the affected area, Pescadero suffered flooding and the closure of several roadways, the Town of Woodside experienced damage to drainage culverts, the Town of Portola Valley suffered a hillside/road “slip out” on Alpine Road, and the City of Half Moon Bay sustained damage to the Seymour Bridge as a result of the severe weather; and

WHEREAS, the San Mateo County Office of Emergency Services (OES) Emergency Operating Center was activated to support the Town of Woodside, the Town of Portola Valley, the City of Half Moon Bay, the Menlo Park Fire District, and the City of East Palo Alto to coordinate the evacuation of residents from a flood zone, and provided support by contacting the California Department of Water Resources, specifically to have the San Francisquito Creek levee inspected for the purpose stabilizing and determining the potential for further damage; and

WHEREAS, for the reasons stated above, on January 2, 2013, the County Manager, as the Director of Emergency Services for the County of San Mateo proclaimed the existence or threatened existence of a “local emergency” pursuant to San Mateo County Ordinance Code Section 2.46.060; and

WHEREAS, a declaration of a State of Emergency will facilitate the reimbursement of expenses of cities, towns, and special districts and the County for resources expended in the response to the storm of December 23, 2012.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that the San Mateo County Board of Supervisors continues to find that a state of local emergency exists due to conditions of extreme peril to safety of persons and property that have arisen within said County, caused by the storm of December 23, 2012, and continues to so declare and ratify the proclamation of the local emergency by the Director of Emergency Services.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager



Date: November 7, 2012
Board Meeting Date: December 11, 2012
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: John L. Maltbie, County Manager
Mark Church, Assessor-County Clerk-Recorder

Subject: Appraisal Services Staffing Increase

RECOMMENDATION:

- A) Introduction of an ordinance amending the Master Salary Ordinance to add 5 unclassified Appraiser series positions in the Assessor-County Clerk-Recorder Department and waiver of reading the ordinance in its entirety.
- B) Resolution authorizing an Appropriation Transfer Request in the amount of \$179,100 from Non-Departmental Services Reserves and \$90,000 from Appraisal Services Extra-Help; to Appraisal Services Salary and Benefits in the Assessor-County Clerk-Recorder Department.

BACKGROUND:

Due to the economic recession and resulting decline in real property values, the Appraisal Services division has experienced a significant and prolonged increase in the number of assessment appeals and decline in value applications over the last five years. Consequently, the increase in appeals and decline in value activities resulted in a growing backlog of unresolved appeals that cannot be alleviated with the current Appraisal Services staff.

In response to the assessment appeals backlog, one unclassified Senior Appraiser and one unclassified Assessor Recorder Technician II were added to the Appraisal Services division during the FY 2010-11 Adopted Budget. Last year, with the aide of additional staff, the Appraisal Services division was able to implement a series of process improvements that enabled a 41% increase in the number of resolved assessment appeals from 1,446 in FY 2010-11 to 2,032 in FY 2011-12. In prior years, staff resolved an average of 1,300 appeals per year.

DISCUSSION:

At the March preliminary budget hearings, your Board requested an analysis of the Appraisal Services staffing in San Mateo County compared to other similar counties. The Assessor-County Clerk-Recorder found that in comparison to Marin County and San Francisco County, San Mateo County has the highest number of parcels per Appraiser and the highest average total secured roll value per Appraiser. In addition, the counties of Santa Clara, San Francisco, and Marin reported adding Appraiser positions within the last year in order to address a similar backlog of appraisal activities.

During the staffing analysis, it was determined that with current staff levels, the assessment appeals backlog would not be eliminated until FY 2020-21. With the addition of 5 unclassified Appraisers, the backlog could be eliminated by FY2016-17. Resolving the backlog four years earlier would significantly reduce the risk of losing property tax revenue due to assessment appeals that are not resolved before the statute of limitations.

The outcome of the staffing analysis is that 5 unclassified Appraiser positions are needed in the Appraisal Services division. Adding additional appraisal staff at this time may also benefit the County by having trained Appraisers available to ensure continuity, should there be any unanticipated retirements during this time of increased workload. With the help of additional staff, the Appraisal Services division anticipates resolving 2,130 assessment appeals by June 30, 2013.

The Ordinance has been reviewed and approved by County Counsel as to form.

This agreement contributes to the Shared Vision 2025 outcome of a Collaborative Community by ensuring that property assessment appeals and decline in value applications are resolved in a timely manner.

PERFORMANCE MEASURE(S):

| Measure | FY 2011-12 Actual | FY 2012-13 Projected |
|--|--------------------------|-----------------------------|
| Percent/Number of assessment appeals resolved by June 30 | 45% 2,032 | 48% 2,130 |

FISCAL IMPACT:

The Appropriation Transfer Request will transfer funds from Non-Department Services Reserves and Appraisal Services Extra-Help; to Appraisal Services Salary and Benefits in the Assessor-County Clerk-Recorder Department in order to provide six months of funding for 5 new unclassified Appraiser positions through June 30, 2013.

The total annual cost of adding 5 Appraisers is \$535,825, which will be offset by eliminating the need for Extra-Help Appraisers (180,000). The annual Net County Cost impact of these staffing changes is an increase of \$355,825 in the Assessor-County Clerk-Recorder Department. The Department's Net County Cost will be increased by this amount during the FY 2013-14 and FY 2014-15 two year budget process.

ORDINANCE NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

AN ORDINANCE AMENDING ORDINANCE NUMBER 04629

The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

SECTION 1. Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 13000 ASSESSOR-COUNTYCLERK-RECORDER

1. Item B304S, Appraiser – Unclassified Series is increased by 5 positions for a new total of 5 positions.

SECTION 2. The changes in this ordinance are effective at the start of the first pay period thirty days following adoption.

| | | | | |
|---|--------------------|----------------|----------------------------------|--|
| COUNTY OF SAN MATEO APPROPRIATION TRANSFER REQUEST | | | REQUEST NO. <i>ATR 13 008</i> | |
| DEPARTMENT NON-DEPARTMENTAL SERVICES / ASSESSOR-COUNTY CLERK-RECORDER | | | DATE 12/11/2012 | |
| 1. REQUEST TRANSFER OF APPROPRIATION AS LISTED BELOW: | | | | |
| | CODES | | AMOUNT | DESCRIPTION |
| | FUND OR ORG | ACCOUNT | | |
| FROM | 80120 | 8612 | 179,100 / | Reserves |
| | 13100 | 4161 | 90,000 / | Extra-Help |
| TO | 13100 | 4000 | 269,100 / | Salary and Benefits (see attachment for a list of detail accounts) |
| | | | | |
| Justification (Attach Memo if Necessary) Transfer funds from Non-Departmental Services Reserves and Appraisal Services Extra-Help; to Appraisal Services Salary and Benefits for 5 new Unclassified Appraiser positions in the Assessor-County Clerk-Recorder Department. | | | | |
| DEPARTMENT HEAD <i>Jim Sacconi</i> | | | DATE <i>11/29/12</i> | |
| 2. <input checked="" type="checkbox"/> Board Action Required <input type="checkbox"/> Four-Fifths Vote Required <input type="checkbox"/> Board Action Not Required Remarks: | | | | |
| COUNTY CONTROLLER <i>Ann Kelly</i> | | | DATE <i>11-30-12</i> | |
| 3. <input checked="" type="checkbox"/> Approve as Requested <input type="checkbox"/> Approve as Revised <input type="checkbox"/> Disapproved Remarks: | | | | |
| COUNTY MANAGER <i>John...</i> | | | DATE <i>12-3-12</i> | |
| DO NOT WRITE BELOW THIS LINE - FOR BOARD OF SUPERVISORS USE ONLY | | | | |

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____, 20____

Ayes in favor of said resolution:
Supervisors: _____

Noes and against said resolution:
Supervisors: _____

Absent Supervisors: _____

PRESIDENT, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

ATTEST: _____
Clerk of Said Board

| | ORG | ACCOUNT | AMOUNT | DESCRIPTION |
|------|-------|---------|---------|--|
| FROM | 80120 | 8612 | 179,100 | Reserves |
| | 13100 | 4161 | 90,000 | Extra-Help |
| | 13100 | 4111 | 166,560 | Regular Hour- Perm Positions |
| | 13100 | 4451 | 1,260 | Unemployment Insurance |
| | 13100 | 4311 | 10,320 | FICA |
| | 13100 | 4312 | 2,430 | Medicare Contribution |
| | 13100 | 4511 | 1,110 | Worker's Compensation Insurance Contribution |
| | 13100 | 4442 | 420 | Long Term Disability Insurance |
| | 13100 | 4418 | 5,010 | Retiree Health Benefits |
| | 13100 | 4412 | 33,060 | Kaiser Health Plan |
| | 13100 | 4431 | 450 | Vision Insurance Plan |
| | 13100 | 4441 | 300 | Life Insurance Plan |
| | 13100 | 4422 | 2,580 | County Dental Plan |
| | 13100 | 4321 | 45,600 | County Retirement Contribution |

Justification:

Transfer Funds from Non-Departmental Services Reserves and Appraisal Services Extra-Help to Appraisal Services Salary and Benefits for 5 new Unclassified Appraiser positions in the Assessor-County Clerk-Recorder

Jim Saco 11/29/12
 Department Head Date

Mark Olmice 11/29/12
 Department Head Date

PA Jim Ruz 11-30-12
 County Controller Date

Jim 12-3-12
 County Manager Date



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Public Works and Parks



Date: December 3, 2012

Board Meeting Date: January 8, 2013

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: James C. Porter, Director of Public Works and Parks

Subject: **Executive Summary:** Set Hearing for Garbage and Recyclables Collection Rates in County Service Area. No. 8 (North Fair Oaks)

RECOMMENDATION:

Acting as the Governing Board of the County Service Area No. 8 (North Fair Oaks) adopt a Resolution setting February 26, 2013 at 9:00 a.m. at your regularly scheduled Board meeting, as the time and place for a public hearing on the garbage and recyclables collection rates for County Service Area No. 8 (North Fair Oaks).

BACKGROUND:

On October 20, 2009, your Board adopted Resolution No. 070423 which approved a franchise agreement with Recology San Mateo County (RSMC) to provide services for the collection of recyclable materials, organic materials, and solid waste from January 1, 2011 through December 31, 2020. These services began on January 1, 2011 and have been provided to County Service Area No. 8 (CSA-8) and the unincorporated franchised area within the South Bayside Waste Management Authority (SBWMA) service area (Burlingame to Menlo Park), exclusive of West Bay Sanitation District (County franchised area).

On February 15, 2011, your Board adopted Resolution No. 071268, adopting the garbage and recyclables collection rates for CSA-8 effective March 1, 2011 and your Board has approved charges based on the adopted rates for FYs 2011-12 and 2012-13.

DISCUSSION:

The transition to RSMC collection services has resulted in significantly expanded collection of recyclable and organic materials and increased diversion of waste from landfills. The increase in diversion of solid waste helps to achieve diversion goals for CSA-8 and the County franchised area.

The RSMC franchise agreement allows for specific adjustments in RSMC's compensation during the first three rate years to support providing services to the rate payers. To make adjustments for the 2013 rate year, RSMC is required to submit a contractor's compensation application based on actual services provided in 2012, along with projected costs for providing service in the 2013 rate year to the SBWMA.

The SBWMA compiled data from the RSMC compensation application, data from South Bay Recycling (Shoreway Environmental Center operator), and information regarding member agency fees and other associated costs into a consolidated rate report (SBWMA 2013 Rate Report). The rate increases or decreases recommended in the SBWMA 2013 Rate Report represent rate adjustments for each member agency that the SBWMA believed would meet the revenue requirements to provide garbage and recyclables collection services.

The proposed rates for CSA-8 would be effective January 1, 2013 and represent a 2.6% rate increase for customers with commercial bin or box services and a 6.1% rate increase for customers receiving cart services, which are primarily residential customers.

The SBWMA Rate Report noted that rate increases were primarily due to the following: a 2012 estimated base revenue reconciliation shortfall, performance incentive/disincentive payments (and Liquidated Damages) for 2011 for meeting or exceeding diversion goals, service level adjustments, reallocation of costs for agency facility services (i.e. public cans, venues and events), adjustments in disposal and processing costs at the Shoreway Facility, Consumer Price Index adjustments for the curbside Household Hazardous Waste collection program, adjustments to the franchise fees based upon the revenue projections, and adjustments to the revenue projections for the 2011 rate year based upon actual revenue received.

Based upon the Department's analysis, the most significant factors contributing to the proposed rate increase are the reallocation of costs associated with agency facility accounts and customer accounts in surrounding jurisdictions incorrectly attributed to CSA-8. These two factors increased costs and decreased revenue in CSA-8.

County Counsel has reviewed and approved the Resolution as to form.

Approval of this action will contribute to the Shared Vision 2025 outcome of a Collaborative Community by engaging residents in the adoption of garbage and recyclables collection rates.

FISCAL IMPACT:

There is no impact to the General Fund. The proposed rates reflect a 6.1% rate increase over the current rates for residential dwellings and commercial parcels utilizing cart services, and a 2.6% increase for parcels that subscribe to commercial bin or box services. Staff estimates that it will cost approximately \$3,220 (\$1 per rate payer) to prepare, print and mail individual notices to each property owner in CSA-8. The costs for the CSA-8 notices will be reimbursed from the franchise fees.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Public Works and Parks



Date: December 3, 2012

Board Meeting Date: January 8, 2013

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: James C. Porter, Director of Public Works and Parks

Subject: Set Hearing for Garbage and Recyclables Collection Rates in County Service Area. No. 8 (North Fair Oaks)

RECOMMENDATION:

Acting as the Governing Board of the County Service Area No. 8 (North Fair Oaks) adopt a Resolution setting February 26, 2013 at 9:00 a.m. at your regularly scheduled Board meeting, as the time and place for a public hearing on the garbage and recyclables collection rates for County Service Area No. 8 (North Fair Oaks).

BACKGROUND:

On October 20, 2009, your Board adopted Resolution No. 070423 which approved a franchise agreement with Recology San Mateo County (RSMC) to provide services for the collection of recyclable materials, organic materials, and solid waste from January 1, 2011 through December 31, 2020. These services began on January 1, 2011 and have been provided to County Service Area No. 8 (CSA-8) and the unincorporated franchised area within the South Bayside Waste Management Authority (SBWMA) service area (Burlingame to Menlo Park), exclusive of West Bay Sanitation District (County franchised area).

On February 15, 2011, your Board adopted Resolution No. 071268, adopting the garbage and recyclables collection rates for CSA-8 effective March 1, 2011.

On July 26, 2011, your Board adopted Resolution No. 071536, approving the "FY 2011-12 Garbage and Recyclables Collection Service Charges Report for County Service Area No. 8" based on the effective rates.

On July 24, 2012, your Board adopted Resolution No. 072081, approving the "FY 2012-13 Garbage and Recyclables Collection Service Charges Report for County Service Area No. 8" based on the effective rates.

The process to be followed for adopting the garbage and recyclables collection rates includes:

1. Adopt a Resolution of the proposed collection rates.
2. Hold a public hearing and receive testimony on the proposed rates.

Articles XIIC and XIID of the State Constitution (Proposition 218), require notices be sent to property owners alerting them of the public hearing to consider any new or increased property related fees, and a mechanism for rejecting the fees via a “majority protest” at the public hearing. We are recommending that your Board direct us to notify each affected property owner in the CSA-8 of the proposed rates by mail and to explain that protests to the rates must be in writing.

If there were a successful majority protest, the Board would be prevented from setting the rates.

DISCUSSION:

The transition to RSMC collection services has resulted in significantly expanded collection of recyclable and organic materials and increased diversion of waste from landfills. The increase in diversion of solid waste helps to achieve diversion goals for CSA-8 and the County franchised area.

The RSMC franchise agreement allows for specific adjustments in RSMC’s compensation during the first three rate years to support providing services to the rate payers. To make adjustments for the 2013 rate year, RSMC is required to submit a contractor’s compensation application based on actual services provided in 2012, along with projected costs for providing service in the 2013 rate year. The application has been submitted to the SBWMA for their review.

The SBWMA compiled data from the RSMC compensation application, data from South Bay Recycling (Shoreway Environmental Center operator), and information regarding member agency fees and other associated costs into a consolidated rate report (SBWMA 2013 Rate Report). The rate increases or decreases recommended in the SBWMA 2013 Rate Report represent rate adjustments for each member agency that the SBWMA believed would meet the revenue requirements to provide garbage and recyclables collection services for 2013. On September 27, 2012, the SBWMA Board approved the final SBWMA 2013 Rate Report and on November 28, 2012 SBWMA staff provided revised rate adjustment information based on Member Agency feedback. Attachment “A” summarizes the “revised” Rate Adjustment Percentages provided by SBWMA for the SBWMA 2013 Rate Report. The rate adjustments for CSA-8 in the SBWMA 2013 Rate Report and “revised” rate adjustments were -0.9% and 4.8%, respectively.

The Department conducted a detailed independent analysis of the customer base, existing and anticipated service levels, billing frequencies, and revenue requirements for

CSA-8 and is recommending a 2.6% rate increase for customers receiving commercial bin or box services and a 6.1% rate increase for customers receiving cart services, which are primarily residential customers. The difference in the percentages per type of service is due primarily to an increase in the operational costs for servicing carts versus bins or boxes. The proposed 2013 rates for CSA-8 are listed in Exhibit "A" to the Resolution.

The SBWMA Rate Report noted that rate increases were primarily due to the following: a 2012 estimated base revenue reconciliation shortfall, performance incentive/disincentive payments (and Liquidated Damages) for 2011 for meeting or exceeding diversion goals, service level adjustments, reallocation of costs for agency facility services (i.e. public cans, venues and events), adjustments in disposal and processing costs at the Shoreway Facility, Consumer Price Index adjustments for the curbside Household Hazardous Waste collection program, adjustments to the franchise fees based upon the revenue projections, and adjustments to the revenue projections for the 2011 rate year based upon actual revenue received.

Based upon the Department's analysis, the most significant factors contributing to the proposed rate increase are the reallocation of costs associated with agency facility accounts and customer accounts in surrounding jurisdictions incorrectly attributed to CSA-8. These two factors increased costs and decreased revenue in CSA-8 and were the most notable contributions to the "revised" rate adjustments provided by the SBWMA.

RSMC's costs are broken into nine cost categories and each is allocated based upon four operational statistics specific to CSA-8. These operational statistics are updated annually in May and include: route labor hours, route hours, containers in service, and the number of customer accounts serviced. Additional adjustments by RSMC for the 2013 rate year included a reduction in administrative costs, changes in capital, depreciation expenses, collective bargaining agreements (CBA) increases, and pension payments to CBA employees on worker's compensation.

The proposed rates would be retroactive and effective on January 1, 2013. The charges based on the rates will appear on the property owner's tax bill for FY 2013-14 for all parcels with dwelling units, pursuant to County Ordinance Codes 4.04.200 and 4.04.220 and any additional services will be billed by RSMC. Commercial parcels without dwelling units will continue to be billed by the service provider for all services. Additionally, any Unscheduled Services requested by the customer will be billed directly to the customer by RSMC. The proposed rate for two 32-gallon carts or a 64-gallon garbage cart is \$26.21 per month. This represents an increase of \$1.51 per month from the rates previously approved by your Board.

The recommended rates will continue to reflect a five percent (5%) franchise fee that will be paid to the County from RSMC. Without a rate increase, the Department has estimated that the revenue shortfall in CSA-8 for 2013 would be \$100,786 plus interest. The franchise agreement with RSMC requires that interest be paid by the County on

any balance owed to RSMC resulting from adopted rates that are insufficient to meet the revenue requirements.

The franchise agreement included fees for Unscheduled Services (Attachment Q of the Franchise Agreement) that your Board reaffirmed through the rate adoption process for the County franchised area on December 11, 2012. The Unscheduled Services are generally those additional elective services that are specifically requested by and paid for by the ratepayer, in addition to the basic collection service charges. The Unscheduled Service fees are not property related fees and therefore not subject to the Proposition 218 rate setting requirements. The franchise agreement allowed for a Consumer Price Index increase to the Unscheduled Services Fees.

County Counsel has reviewed and approved the Resolution as to form.

Approval of this action will contribute to the Shared Vision 2025 outcome of a Collaborative Community by informing and engaging residents in the process to adopt garbage and recyclables collection rates.

FISCAL IMPACT:

There is no impact to the General Fund. The proposed rates reflect a 6.1% rate increase over the current rates for residential dwellings and commercial parcels utilizing cart services, and a 2.6% increase over the current rates for parcels that subscribe to commercial bin or box services. Staff estimates that it will cost approximately \$3,220 (\$1 per rate payer) to prepare, print and mail individual notices to each property owner in CSA-8. The costs for the CSA-8 notices will be reimbursed from the franchise fees.

Attachment: Attachment "A"

Attachment "A"

| Total Collection Rate Impact by Member Agency – 2013 (Source: Revised Table for SBWMA 2013 Rate Report – November 28, 2012) | | | | | | | |
|--|---|--------------------------------|-----------------------------|---------------------------|-------------------------------|-----------------------------------|-------------------------------|
| | 2013 Total SBWMA Member Agencies | Town of Atherton | City of Belmont | City of Burlingame | City of East Palo Alto | City of Foster City | Town of Hillsborough |
| Rate Adjustment Percentage | 5.0% | -5.9% | * | -9.1% | 5.5% | -6.0% | -15.7% |
| | City of Menlo Park | CSA-8 (North Fair Oaks) | City of Redwood City | City of San Carlos | City of San Mateo | West Bay Sanitary District | County Franchised Area |
| Rate Adjustment Percentage | 2.3% | 4.8%*** | -4.2% | 12.0% | 11.0% | 5.4% | 9.1%** |

* The City of Belmont calculates their rate adjustments independent of the SBWMA Rate Report process.

** The Department recommended a 9.1% rate increase based on a detailed analysis of County Franchised Area collection service requirements.

*** The Department is recommending a 2.6% rate increase for customers receiving bin or box services and a 6.1% rate increase for parcels with cart services based on a detailed analysis of County Service Area No.8 collection service requirements

RESOLUTION NO. _____

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
ACTING AS THE GOVERNING BOARD OF COUNTY SERVICE AREA NO. 8
(NORTH FAIR OAKS)**

* * * * *

**RESOLUTION SETTING FEBRUARY 26, 2013 AT 9:00 A.M. AT THE REGULARLY
SCHEDULED BOARD MEETING, AS THE TIME AND PLACE FOR A PUBLIC
HEARING ON THE GARBAGE AND RECYCLABLES COLLECTION RATES FOR
COUNTY SERVICE AREA NO. 8 (NORTH FAIR OAKS)**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, as the governing board of County Service Area No. 8, that

WHEREAS, on October 20, 2009, this Board adopted Resolution No. 070423, which approved a new franchise agreement with Recology San Mateo County (RSMC) to provide services for the collection of recyclable materials, organic materials, and solid waste in County Service Area No.8 (CSA-8), and in the Unincorporated Franchised Area within the South Bayside Waste Management Authority (SBWMA) service area (Burlingame to Menlo Park), exclusive of West Bay Sanitary District from January 1, 2011 through December 31, 2020; and

WHEREAS, RSMC began service in the SBWMA service area on January 1, 2011; and

WHEREAS, on February 15, 2011, this Board adopted Resolution No. 071268, adopting the garbage and recyclables collection rates for CSA-8 effective March 1, 2011; and

WHEREAS, on July 26, 2011, this Board adopted Resolution No. 071536, approving the “FY 2011-12 Garbage and Recyclables Collection Service Charges Report for County Service Area No. 8” based on the effective rates; and

WHEREAS, on July 24, 2012 this Board adopted Resolution No. 072081, the “FY 2012-13 Garbage and Recyclables Collection Service Charges Report for County Service Area No. 8” based on the effective rates; and

WHEREAS, on December 11, 2012, your Board reaffirmed the fees for Unscheduled Services (Attachment Q of the Franchise Agreement) for additional services that the ratepayers specifically request and are paid for by the ratepayer and these fees are subject to increases or decreases based upon the Consumer Price Index. The Unscheduled Service fees are not property related fees and, therefore, not subject to the Prop 218 rate setting requirements; and

WHEREAS, the Director of Public Works and Parks has recommended garbage and recyclables collection rates for the CSA-8 in Exhibit “A”; and

WHEREAS, the Constitution of the State of California requires that written notice of any proposed new or increased fees or property related charges be provided by mail to the record owners of each parcel upon which the charges are proposed for imposition; and

WHEREAS, in light of the proposed new rates, a written notice of the rates must be provided to the record owner of each parcel within CSA-8.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as follows:

1. **Tuesday, February 26, 2013 at 9:00 a.m.** in the Chambers of the Board of

Supervisors of the County of San Mateo, in the Hall of Justice and Records, Redwood City, California, is hereby fixed as the time and place of the hearing on the garbage and recyclables collection rates for the CSA-8, effective January 1, 2013.

2. **IT IS HEREBY FURTHER DETERMINED AND ORDERED** that the Director of Public Works and Parks shall cause a copy of the "NOTICE OF PUBLIC HEARING," attached hereto, to be published **once a week for two successive weeks** prior to the date set for the public hearing in a newspaper of general circulation.

3. **IT IS HEREBY FURTHER DETERMINED AND ORDERED** that the Director Public Works and Parks shall prepare a written notice of the proposed garbage and recyclables collection rates for CSA-8, which will be the basis for the imposition and collection of charges by the County on the tax roll and by Recology San Mateo County consistent with County Ordinance Codes 4.04.200 - 4.04.240, and that the notice be sent by mail to the record owner of each parcel within CSA-8.

* * * * *

Exhibit "A"

Garbage and Recyclables Collection Rates in County Service Area No.8 Effective January 1, 2013

Table 1. Garbage and Recyclables Curbside Collection Rates*

(1 - 4 residential dwelling units per parcel)

| Quantity | Size of the Container | Frequency of Pick-Up | Current Rate (\$/month) | Proposed Rate (\$/month) |
|----------|-----------------------|----------------------|-------------------------|--------------------------|
| 2 | 32 gallon cart | 1 x per week | \$24.70 | \$26.21** |
| 1 | 64 gallon cart | 1 x per week | \$24.70 | \$26.21** |

Customers that are provided with a level of service greater than the minimum level of service shown above shall be charged the rates shown in Table 2a and Table 3 for their specific level of service.

*The rates in Table 1 are based upon the size of the solid waste cart and include collection for all three services - Solid Waste, Recycling and Compost. Residential Carts that are not located with 5 feet of the road right of way will incur additional service charges by Recology San Mateo County (RSMC) based upon the distance of the cart to the right of way in the road.

**Minimum Level of Service Rates for 1- 4 residential dwelling units is billed on the property tax bill.

Exhibit "A"

Garbage and Recyclables Collection Rates in County Service Area No.8 Effective January 1, 2013

Table 2a. Cart and Bin Garbage Collection Rates
for Mixed Residential and Commercial

(Regularly Scheduled Weekly Service)

| Quantity | Size of the Container | Frequency of Pick-Up | Current Rate (\$/month) | Proposed Rate* (\$/month) |
|----------|-----------------------|----------------------|-------------------------|---------------------------|
| 1 | 32 gallon cart | 1 x per week | \$24.70 | \$26.21 |
| 1 | 64 gallon cart | 1 x per week | \$49.40 | \$52.42 |
| 1 | 96 gallon cart | 1 x per week | \$74.10 | \$78.63 |
| 1 | 1 yard bin | 1 x per week | \$147.74 | \$151.58 |
| 1 | 2 yard bin | 1 x per week | \$295.47 | \$303.16 |
| 1 | 3 yard bin | 1 x per week | \$443.22 | \$454.74 |
| 1 | 4 yard bin | 1 x per week | \$590.96 | \$606.32 |
| 1 | 6 yard bin | 1 x per week | \$886.44 | \$909.49 |
| 1 | 8 yard bin | 1 x per week | \$1,181.92 | \$1,212.64 |
| 1 | 9 yard bin or box | 1 x per week | \$1,329.66 | \$1,364.22 |
| 1 | 15 yard bin or box | 1 x per week | \$2,216.10 | \$2,273.70 |
| 1 | 20 yard bin or box | 1 x per week | \$2,954.80 | \$3,031.60 |
| 1 | 30 yard bin or box | 1 x per week | \$4,432.20 | \$4,547.40 |
| 1 | 40 yard bin or box | 1 x per week | \$5,909.60 | \$6,063.20 |

*Commercial (5 or more residential dwellings or commercial), RSMC curbside commercial collection services is within 51 feet of the right of way of the road. Bins or Carts located 51 feet or more from the road right of way will incur additional service charges by RSMC based on the distance of servicing the Carts or Bins to the right of way.

*Residential (1- 4 residential dwellings), bins or carts that are not located with 5 feet of the right of way of the road will incur additional service charges by Recology San Mateo County (RSMC) based upon the distance of the bin or cart to the right of way.

Exhibit "A"

Garbage and Recyclables Collection Rates in County Service Area No.8 Effective January 1, 2013

Table 2b. Commercial Garbage Collection Rates
for Mixed Residential and Commercial

(one-time special collection)

| Quantity | Size of the Container | Frequency of Pick-Up | Current Rate (\$/pull) | Proposed Rate (\$/pull) |
|----------|-----------------------|----------------------|------------------------|-------------------------|
| 1 | 1 yard bin | 1 x | \$91.75 | \$94.14 |
| 1 | 2 yard bin | 1 x | \$131.14 | \$134.55 |
| 1 | 3 yard bin | 1 x | \$168.31 | \$172.69 |
| 1 | 4 yard bin | 1 x | \$205.45 | \$210.79 |
| 1 | 6 yard bin | 1 x | \$279.76 | \$287.03 |
| 1 | 8 yard bin | 1 x | \$351.90 | \$361.05 |
| 1 | 9 yard bin or box | 1 x | \$388.87 | \$398.98 |
| 1 | 15 yard bin or box | 1 x | \$611.71 | \$627.61 |
| 1 | 20 yard bin or box | 1 x | \$797.41 | \$818.14 |
| 1 | 30 yard bin or box | 1 x | \$1,168.81 | \$1,199.20 |
| 1 | 40 yard bin or box | 1 x | \$1,540.21 | \$1,580.26 |

Exhibit "A"

Garbage and Recyclables Collection Rates in County Service Area No.8
Effective January 1, 2013

**Table 3. Cart, Bin or Box Garbage Collection Rates
for Mixed Residential and Commercial**

(\$/Month)

| Service Freq. Per Week | Gallons | | | Cubic Yard(s) | | | | | | | | | | | |
|------------------------|----------|----------|----------|---------------|------------|------------|------------|------------|------------|------------|-------------|-------------|--|--|--|
| | 32 | 64 | 96 | 1 | 2 | 3 | 4 | 5 | 8 | 9 | 15 | 20 | | | |
| 1 Time | \$26.21 | \$52.42 | \$78.63 | \$151.58 | \$303.16 | \$454.74 | \$606.32 | \$909.49 | \$1,212.64 | \$1,364.22 | \$2,273.70 | \$3,031.60 | | | |
| 2 Times | \$52.42 | \$104.84 | \$157.26 | \$303.16 | \$606.32 | \$909.49 | \$1,212.65 | \$1,818.97 | \$2,425.30 | \$2,728.44 | \$4,547.40 | \$6,063.20 | | | |
| 3 Times | \$78.63 | \$157.26 | \$235.89 | \$454.74 | \$909.49 | \$1,364.23 | \$1,818.97 | \$2,728.46 | \$3,637.95 | \$4,092.66 | \$6,821.10 | \$9,094.80 | | | |
| 4 Times | \$104.84 | \$209.68 | \$314.52 | \$606.32 | \$1,212.65 | \$1,818.97 | \$2,425.30 | \$3,637.95 | \$4,850.60 | \$5,456.88 | \$9,094.80 | \$12,126.40 | | | |
| 5 Times | \$131.05 | \$262.10 | \$393.15 | \$757.91 | \$1,515.81 | \$2,273.72 | \$3,031.62 | \$4,547.44 | \$6,063.25 | \$6,821.10 | \$11,368.50 | \$15,158.00 | | | |
| 6 Times | \$157.26 | \$314.52 | \$471.78 | \$909.49 | \$1,818.97 | \$2,728.46 | \$3,637.95 | \$5,456.92 | \$7,275.90 | \$8,185.32 | \$13,642.20 | \$18,189.60 | | | |
| 7 Times | \$183.47 | 366.94 | \$550.41 | \$1,061.07 | \$2,122.14 | \$3,183.21 | \$4,244.27 | \$6,366.41 | \$8,488.55 | \$9,549.54 | \$15,915.90 | \$21,221.20 | | | |

Exhibit "A"

Garbage and Recyclables Collection Rates in County Service Area No.8
Effective January 1, 2013

| Table 4. Commercial Compactor Rates for Garbage and Organics Collection | | | | |
|--|---------------|----------------------|------------------------------|---------------------------------|
| (5 or more residential dwellings or commercial properties) | | | | |
| Quantity | Material Type | Frequency of Pick-Up | Current Rate Per cy/Per pull | Proposed Rate Per cy/Perer pull |
| 1 cubic yard | Garbage | Per pull | \$59.30 | \$60.84 |
| 1 cubic yard | Organics | Per pull | \$44.48 | *\$45.64 |

* Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

| Table 5. Commercial Organics Collection Rates for Carts | | | | |
|---|-----------------------|----------------------|----------------------------------|--|
| (5 or more residential dwellings or commercial properties) | | | | |
| Quantity | Size of the Container | Frequency of Pick-Up | Proposed Garbage Rate (\$/month) | Proposed Organic Collection Rate (\$/month)* |
| 1 | 32 gallon cart | 1 x per week | \$26.21 | \$19.66 |
| 1 | 64 gallon cart | 1 x per week | \$52.42 | \$39.32 |
| 1 | 96 gallon cart | 1 x per week | \$78.63 | \$58.97 |

* Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

Exhibit "A"

Garbage and Recyclables Collection Rates in County Service Area No.8 Effective January 1, 2013

| Table 6. Commercial Organics Collection Rates for Bins | | | | |
|---|-----------------------|----------------------|----------------------------------|--|
| (5 or more residential dwellings or commercial properties) | | | | |
| Quantity | Size of the Container | Frequency of Pick-Up | Proposed Garbage Rate (\$/month) | Proposed Organic Collection Rate (\$/month)* |
| 1 | 1 yard bin | 1 x per week | \$151.58 | \$113.69 |
| 1 | 2 yard bin | 1 x per week | \$303.16 | \$227.37 |
| 1 | 3 yard bin | 1 x per week | \$454.74 | \$341.06 |
| 1 | 4 yard bin | 1 x per week | \$606.32 | \$454.74 |
| 1 | 6 yard bin | 1 x per week | \$909.49 | \$682.12 |
| 1 | 8 yard bin | 1 x per week | \$1,212.64 | \$909.48 |
| 1 | 9 yard bin | 1 x per week | \$1,364.22 | \$1,023.17 |
| 1 | 15 yard bin | 1 x per week | \$2,273.70 | \$1,705.28 |
| 1 | 20 yard bin | 1 x per week | \$3,031.60 | \$2,273.70 |
| 1 | 30 yard bin | 1 x per week | \$4,547.40 | \$3,410.55 |
| 1 | 40 yard bin | 1 x per week | \$6,063.20 | \$4,547.40 |

* Commercial Organics Collection rates reflect a 25% discount from the proposed monthly Garbage rates

BOARD OF SUPERVISORS
COUNTY OF SAN MATEO
NOTICE OF PUBLIC HEARING

**Garbage and Recyclables
Collection Rates
for County Service Area No. 8 (North Fair Oaks)**

NOTICE IS HEREBY GIVEN that the County of San Mateo Board of Supervisors acting as the governing board of County Service Area No. 8 will hold a public hearing on the adoption of the rates for Garbage and Recyclables Collection for County Service Area No. 8 (North Fair Oaks) effective January 1, 2013.

The **Garbage and Recyclables Collection Rates** will result in these charges either being levied on the tax roll for FY 2013-14 or billed directly to the property owner or customer by Recology San Mateo County in accordance with the County Ordinance Codes.

Information concerning these rates may be obtained from the office of the Director of Public Works and Parks, 555 County Center, 5th Floor, Redwood City, California, telephone (650) 363-4100, during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by visiting the Department of Public Works and Parks' website at: <http://www.co.sanmateo.ca.us/portal/site/publicworks/>

The public hearing will be held:

DATE: TUESDAY, February 26, 2013
TIME: 9:00 A.M.
**PLACE: Board of Supervisors Chambers
Hall of Justice and Records
400 County Center
Redwood City, California**

The meeting will be open to the public and anyone interested may appear and be heard on this matter or submit a written statement.

DATE: January 8, 2013

John L. Maltbie
County Manager / Clerk of the Board



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: November 27, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: 4/5ths

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Lisa Mancini, Director, Aging and Adult Services

Subject: Amendment to Agreement HI-1213-08 with the California Department of Aging

RECOMMENDATION:

- A. Adopt a Resolution authorizing an amendment to the agreement with the California Department of Aging to enhance Health Insurance Counseling and Advocacy Program services by modifying the scope of work and increasing the amount by \$46,340 to \$328,407 for FY 2012-13; and
- B. Approve an Appropriation Transfer Request in the amount of \$46,340 from unanticipated federal aid to Program Service Provider(s) – Aging and Adult Services for the Health Insurance Counseling and Advocacy Program

BACKGROUND:

Your Board has designated itself as the Area Agency on Aging (AAA) of San Mateo County to carry out state-funded programs pursuant to the Older Americans Act of 1965. On April 24, 2012, your Board approved the FY 2012-16 Area Plan for Services for Older Adults and Adults with Disabilities. This plan, together with the annual budget, fulfills the California Department of Aging's (CDA) requirements and generates a contract from CDA funding.

On August 28, 2012, your Board authorized Resolution 72126 approving Agreement HI-1213-08 with CDA for FY 2012-13 in the amount of \$282,067 for Health Insurance Counseling and Advocacy Program (HICAP) services. Resolution 72126 also authorized the Chief of the Health System or designee to execute limited contract amendments.

Aging and Adult Services (AAS) contracts with a community-based organization, Self Help for the Elderly, to provide HICAP services, a volunteer-supported program that provides three basic services: community education, lay counseling and advocacy

related to Medicare. HICAP is an integral component of California’s community-based long-term care system. Medicare beneficiaries and those under 65 who are about to become eligible for Medicare or who are disabled and on Medicare are eligible for HICAP services. Locally, the program is designed to carry out goals and objectives of the AAA Plan related to advocacy and health care.

DISCUSSION:

Amendment One to agreement CDA HI-1213-08 provides additional one-time-only federal funding from the State Health Insurance Program (SHIP). These funds were unspent at the end of FY 2011-12. The amendment also makes modifications to the language in Exhibit A, ARTICLE II, Scope of Work, as attached to the amendment. These changes are for the enhancement of HICAP services in the community. An amendment to the agreement with Self Help for the Elderly will be brought before your Board for review and approval.

County Counsel has reviewed and approved the Resolution and amendment as to form.

This amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by offering enhanced health care counseling, advocacy and educational services related to Medicare. It is anticipated that 75% of HICAP recipients will report that they have gained useful knowledge and that their personal lives have improved as a result of HICAP services.

PERFORMANCE MEASURE:

| Measure | FY 2011-12 Actual | FY 2012-13 Projected |
|--|-------------------|----------------------|
| Percent of HICAP service recipient stakeholder survey respondents indicating their personal life has improved as a result of services received | 80%* | 75% |

*The FY 2011-12 performance exceeded the division’s expectations.

FISCAL IMPACT:

The term of the agreement remains July 1, 2012 through June 30, 2013. The maximum obligation for this agreement is increased by \$46,340 in federal funds from \$282,067 to \$328,407. There is no impact on the Net County Cost as a result of this action.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF AGING TO ENHANCE HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM SERVICES BY MODIFYING THE SCOPE OF WORK AND INCREASING THE AMOUNT BY \$46,340 TO \$328,407 FOR FY 2012-13

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, this Board has designated itself as the Area Agency on Aging of San Mateo to carry out programs pursuant to the Older Americans Act of 1965; and

WHEREAS, August 28, 2012, this Board of Supervisors, by Resolution 72126, authorized Agreement HI-1213-08 with the California Department of Aging (CDA) for Health Insurance Counseling and Advocacy Program (HICAP) funding in the amount of \$282,067 for the term July 1, 2012 through June 30, 2013; and

WHEREAS, both parties now wish to amend the agreement by modifying the language in Exhibit A, ARTICLE II, Scope of Work and increasing the amount by \$46,340 for the purpose of enhanced services for older adults in the community with no change in to the term; and

WHEREAS, there has been presented to this Board of Supervisors for its

consideration and acceptance an amendment, reference to which is hereby made for further particulars, and this Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board be and is hereby authorized and directed to execute said amendment to agreement HI-1213-08 with CDA for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)



 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

| | |
|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| HI-1213-08 | 1 |
| REGISTRATION NUMBER | |
| | |

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
California Department of Aging
- CONTRACTOR'S NAME
COUNTY OF SAN MATEO, Aging and Adult Services
2. The term of this Agreement is July 1, 2012 through June 30, 2013
3. The maximum amount of this Agreement after this amendment is: \$ 328,407.00
Three hundred twenty-eight thousand four hundred seven and 00/100 dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- This amendment increases the dollar amount available under this Agreement. The additional funds will be used to enhance HICAP services.
- Exhibit B, Amendment 1, Budget Detail, Payment Provisions and Closeout, page 7, is attached and incorporated, and replaces the original Exhibit B, Budget Detail and Payment Provisions, page 7.
- The Budget, amendment 1, is hereby incorporated by reference and replaces the original Budget.
- Revisions to Exhibit A, ARTICLE II, Scope of Work, are attached.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| | | |
|--|---------------------------|--|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF SAN MATEO, Aging and Adult Services | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING <u>President of the Board of Supervisors</u> | | |
| ADDRESS 225 37TH AVE SAN MATEO CA 94403 | | |
| STATE OF CALIFORNIA | | <input checked="" type="checkbox"/> Exempt per: Older Californians Act |
| AGENCY NAME California Department of Aging | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Dyanne Macias, Manager, Contracts and Business Services Section | | |
| ADDRESS 1300 National Drive, Suite 200, Sacramento, CA 95834 | | |

ARTICLE II, Scope of Work has been amended to read as follows:

~~The Contractor shall perform the following if operating as a direct HICAP program; for a HICAP contracted program the Contractor shall ensure that the subcontractor shall perform the following:~~ The Contractor, if providing HICAP directly or through a subcontract shall:

ARTICLE II Scope of Work, Section O has been amended to read as follows:

~~Provide direct HICAP Legal Services or contract with a provider to perform HICAP legal services. The Contractor or subcontractor shall adhere to the following conditions:~~ Ensure that if legal services are provided directly or through a subcontract, the following conditions are met.

**Exhibit B - Budget Detail, Payment Provisions, and Closeout
 HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
 Budget Display
 Fiscal Year 2012/13
 County of San Mateo Aging and Adult Services**

| | PROGRAM BASELINE | ONE-TIME ONLY | TOTAL | NET CHANGE |
|---------------------------|---------------------|------------------|----------------|---------------|
| HICAP Funds | | | | |
| Reimbursements (Ins Fund) | 119,489 | - | 119,489 | - |
| State HICAP Fund | 59,725 | - | 59,725 | - |
| Federal SHIP Funds | 102,853 | 46,340 | 149,193 | 46,340 |
| TOTAL HICAP Funds | 282,067 | 46,340 | 328,407 | 46,340 |

The maximum allowable funding available from the allocations above for Administration is:

| | |
|---------------------------|--------|
| Reimbursements (Ins Fund) | 7,948 |
| State HICAP Fund | 3,971 |
| Federal SHIP | 10,285 |

**Funds for this contract are provided by using the following Centers for Medicare & Medicaid Services grants:

| CFDA# | Project Title | Award # | Effective Date |
|--------|---|--------------------|----------------|
| 93.779 | State Health Insurance Assistance Program | 1N0CMS020196-20-00 | 4/1/2012 |
| 93.779 | State Health Insurance Assistance Program | 1N0CMS020196-21-00 | 4/1/2013 |

**COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST**

REQUEST NO.
ATR 13 007

DEPARTMENT HEALTH SYSTEM - AGING AND ADULT SERVICES

DATE 10/3/2012

1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:

| | C O D E S | | AMOUNT | DESCRIPTION |
|------|--------------|---------|-----------|---------------------|
| | FUND OR ORG. | ACCOUNT | | |
| From | 57071 | 1952 | 46,340.00 | FEDERAL AID - AGING |
| | | | | |
| To | 57071 | 6169 | 46,340.00 | PSP-AGING AND ADULT |
| | | | | |

Justification. (Attach Memo if Necessary)

TO RECOGNIZE ADDITIONAL FUNDS FROM CALIFORNIA DEPARTMENT OF AGING FOR HICAP PROGRAM PER AMENDMENT NO. 1, AGREEMENT NO. HI-1213-08. THERE IS NO ADDITIONAL NET COUNTY COST AS RESULT OF THIS ATR.

DEPARTMENT HEAD
BY: *[Signature]* DATE 11/13/12

2. Board Action Required Four-Fifths Vote Required Board Action Not Required

Remarks:

COUNTY CONTROLLER
BY: *[Signature]* DATE 11/16/12

3. Approve as Requested Approve as Revised Disapprove

Remarks:

COUNTY MANAGER
BY: *[Signature]* DATE 11-26-12

DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS' USE ONLY

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA
RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO. _____

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request; and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____, 19____.

Ayes and in favor of said resolution:

Noes and against said resolution:

Supervisors: _____

Supervisors: _____

Absent Supervisors: _____

ATTEST:

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF SAN MATEO

Clerk of Said Board

| DISTRIBUTION: | |
|---------------|--------------------------|
| WHITE | --- BOARD OF SUPERVISORS |
| GREEN | --- CONTROLLER |
| CANARY | --- COUNTY MANAGER |
| PINK | --- DEPARTMENT |
| GOLDENROD | --- TREASURER |



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: November 30, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Susan Ehrlich, MD, MPP, Chief Executive Officer, San Mateo Medical Center

Subject: Agreement with California Advanced Imaging Medical Associates, Inc.

RECOMMENDATION:

Adopt a Resolution authorizing an agreement with California Advanced Imaging Medical Associates, Inc. to provide radiology and other diagnostic imaging services for the term of January 1, 2013 through December 31, 2015, in the amount of \$6,550,000.

BACKGROUND:

California Advanced Imaging Medical Associates, Inc. (CAIMA) has provided management, supervision and physician services for radiology at the San Mateo Medical Center (SMMC) for more than twenty years. SMMC has a continuous need for radiology and other diagnostic imaging services. This group offers SMMC the benefits of a large practice with imaging specialization and administrative support. CAIMA is one of the few contract radiology services on the Peninsula, and provides service to all the hospitals on the Peninsula which do not have an in-house radiology staff.

DISCUSSION:

On August 3, 2012, a Request for Proposals (RFP) was posted for Radiology Imaging Services. In addition to posting the RFP on the County, Health Systems and SMMC website, RFPs were mailed to eight radiology service providers.

After careful consideration by the RFP Review Committee, it was determined that of the proposals received in response to the RFP, CAIMA offered the best solutions for the County and was the most cost effective. The contractor will provide radiology and other diagnostic imaging services such as ultrasound, CT, mammogram, musculoskeletal, and cross-sectional body imaging.

The agreement and Resolution have been reviewed and approved by County Counsel as to form. The contractor's insurance meets certification requirements.

SMMC also requests that your Board authorize the Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

The contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing access to radiology and other diagnostic imaging services to residents of San Mateo County. It is anticipated that 100% of all imaging studies will be reviewed within 24 hours of submission.

PERFORMANCE MEASURE(S):

| Measure | FY 2011-12 Actual | FY 2012-13 Projected |
|---|--------------------------|-----------------------------|
| All imaging studies at SMMC will be reviewed by a Board Certified/Eligible Radiologist within 24 hours of the time submitted for review | 100% | 100% |

FISCAL IMPACT:

The term of this agreement is January 1, 2013 through December 31, 2015. The maximum fiscal obligation is \$6,550,000. Funds in the amount of \$1,091,666 are included in the SMMC FY 2012-13 Adopted Budget and \$2,183,333 will be included in the SMMC FY 2013-14 Recommended Budget. Similar arrangements will be made for future budget years. The levels of service in this contract are essentially the same as in the prior contract, however, through negotiations the payments provisions reflect a 2% or \$150,000 reduction.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not fully meet the costs of care are covered by the County General Fund contribution to SMMC, and are within the existing annual appropriation.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AN AGREEMENT WITH CALIFORNIA ADVANCED IMAGING MEDICAL ASSOCIATES, INC. TO PROVIDE RADIOLOGY AND OTHER DIAGNOSTIC IMAGING SERVICES FOR THE TERM OF JANUARY 1, 2013 THROUGH DECEMBER 31, 2015, IN THE AMOUNT OF \$6,550,000

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, County has a continuing need for radiology and other diagnostic services and California Advanced Imaging Medical Associates, Inc. (CAIMA) has been identified through a request for proposal process as having the best approach to delivering such services in the most cost effective manner; and

WHEREAS, the County and CAIMA wish to enter into an agreement whereby CAIMA will provide radiology and other diagnostic services for the term January 1, 2013 through December 31, 2015, for a maximum fiscal obligation of \$6,550,000; and

WHEREAS, this Board has been presented with a form of such agreement and has examined and approved it as to both form and content and desires to enter into it.;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**Professional Services Agreement
Between the County of San Mateo and
California Advanced Imaging Medical Associates, Inc.
For Radiology Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo Health System ("County") and California Advanced Imaging Medical Associates, Inc. ("Contractor").

W I T N E S S E T H:

WHEREAS, County operates health care facilities collectively known as "San Mateo Medical Center" (SMMC); and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described in this Agreement for SMMC; and

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for the County; and

WHEREAS, Contractor desires to provide such services all upon the terms and conditions stated below, and this Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1: Contractor's Obligations

1.1 Organizational Status

Contractor represents and warrants that Contractor is:

A partnership, professional services corporation, or association duly organized and validly existing under the laws of the State of California and authorized to engage in the profession of radiology in the State of California.

1.2 Contractor's Representatives

1.2.1 The term "Contractor" shall include all Contractor's representatives, employees, shareholders, partners, subcontractors, and agents providing services in San Mateo County under this Agreement; i.e., every member of a medical group that contracts with the County shall be considered a

"Contractor" for purposes of complying with this Agreement.

- 1.2.2 Where Contractor represents more than one individual, Contractor will designate a "Lead Contractor". This Lead Contractor will be the contact person for the County when dealing with issues affecting both parties, including but not limited to enforcement of this Agreement, in cases where direct discussion with the contractor fails to adequately resolve this issue.

1.3 Qualifications

The following indicate qualifications that must be satisfied by each Contractor as a condition of providing services under this Agreement:

- 1.3.1 Must be accepted by the Chief Executive Officer of SMMC or his/her designee; said acceptance may be withdrawn immediately at any time with written notice to Contractor at the reasonable discretion of the Chief Executive Officer of SMMC, his/her designee, the County's Chief, Health System, or his/her designee.
- 1.3.2 Shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California and Medical Staff membership and/or privileges as may be required under the Bylaws of County for Contractor's representatives to provide the services contemplated by this Agreement.
- 1.3.3 Contractor's representatives shall be certified by the appropriate state-recognized board in California (or eligible for certification by such board by virtue of having successfully completed all educational and residency requirements required to sit for the board examinations).
- 1.3.4 Contractor is not currently excluded, debarred, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; nor has Contractor been convicted of a criminal offense.
- 1.3.5 Contractor agrees to participate in the County's Organized Health Care Arrangement (OHCA), as described by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractors who choose to opt out of OHCA agree to advise the SMMC Medical Staff Office in writing and will provide their own Notice of Privacy Practice (NPP).

1.4 Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer of SMMC or his/her designee, with respect to the product or results of Contractor's services, shall provide medical services as described in Exhibit A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

1.5 Payments

1.5.1 Maximum Amount

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed that specified in Exhibit B.

1.5.2 Rate of Payment

The rate and terms of payment shall be as specified in Exhibit B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Chief, Health System or his/her designee and shall not be binding on County unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement, to the full satisfaction of the Chief, Health System, Chief Executive Officer of SMMC, or either of their designees.

1.5.3 Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

1.6 Substitutes

Contractor shall provide, at Contractor's sole cost and expense, a substitute for any Contractor who is unable to provide services required under this Agreement. As a condition of providing services under this Agreement, any such substitute shall first be approved by

the Chief Executive Officer of SMMC or his/her designee and shall otherwise satisfy all qualification requirements applicable to the Contractor, including but not limited to being covered under Contractor's insurance or submitting separate insurance issued by a company under such terms and limitations as County shall reasonably approve.

1.7 General Duties of Contractor

1.7.1 Administrative and Miscellaneous Duties and Responsibilities

Contractor will cooperate with the administration of the Medical Center. Such cooperation shall include but not be limited to the following: maintaining medical records in a timely fashion (including the appropriate use of dictation or other technology, as required by County), billing, peer review, completing time studies as required by California and Federal reimbursement regulations, and County's compliance programs. To the extent applicable, Contractor shall provide appropriate supervision and review of services rendered by physician assistants and other non-physicians involved in the direct medical care of County's patients.

1.7.2 Billing and Compliance

Contractor shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as County shall reasonably require. Contractor agrees to keep accurate and complete records. To the extent that billing is discussed in more detail in Exhibits to this Agreement, Contractor shall comply with those billing-related requirements.

1.7.3 Compliance with Rules and Regulations

Contractor agrees to abide by rules, regulations, and guidelines of County. County may from time to time amend, add, or delete rules, regulations, or guidelines at County's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement.

1.7.4 Managed Care Contracts

Contractor is obligated to participate in and observe the provisions of all managed care contracts which County may enter into on behalf of Contractor for health care services with

managed care organizations, including but not limited to Health Maintenance Organizations (HMOs), Independent Practice Associations (IPAs), Preferred Provider Organizations (PPOs), Medical Service Organizations (MSOs), Integrated Delivery Systems (IDSs), and Physician-Hospital Organizations (PHOs), but CAIMA may not be named as a party in any agreement or contract.

1.7.5 Requirement of Physician to Notify County of any Detrimental Professional Information or Violation of Contract Rules or Policies

During the term of this Agreement, Contractor shall notify County immediately, or as soon as is possible thereafter, in the event that:

- A. Contractor's license to practice in any jurisdiction is suspended, revoked, or otherwise restricted;
- B. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
- C. Contractor's privileges at any hospital or health care facility or under any health care plan are denied, suspended, restricted, terminated, or under investigation for medical disciplinary cause or reason;
- D. Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration), if any, is being or has been suspended, revoked, or not renewed;
- E. Contractor's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;
- F. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials; or
- G. Contractor is convicted of a crime.

Contractor must also notify County within thirty (30) days of any breach of this Agreement, of violation of any of County's rules or regulations, whether by others or by the Contractor himself/herself, or if the Contractor is subject to or a participant

in any form of activity which could be characterized as discrimination or harassment.

1.7.6 Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no fewer than five (5) days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

1.8 Citizenship Duties of Contractor

- A. Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to participation in quality improvement and utilization management efforts.
- B. Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated.
- C. Contractor will conduct himself/herself with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees.
- D. To the extent that citizenship duties are discussed in more detail in Exhibits to this Agreement, Contractor shall comply with those additional duties and requirements.

1.9 Provision of Records for County

Contractor shall furnish any and all information, records, and other documents related to Contractor's services hereunder which County may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by County to assess and improve the quality and efficiency of County's services. As reasonably requested, Contractor shall participate in one or more of such plans and/or programs.

1.10 Cooperation with County in Maintaining Licenses

Contractor shall assist County in obtaining, achieving, and/or maintaining any and all licenses, permits, other authorization, and/or accreditation standards which are dependent upon, or applicable to, in whole or in part, Contractor's services under this Agreement.

1.11 Contractor's Conflict of Interest

Contractor shall inform County of any other arrangements which may present a professional, financial, Stark Law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, County may exercise its rights and privileges under Section 3 below.

1.12 Non-Permitted Uses of County Premises

Contractor agrees not to use, or permit any of Contractor's representatives to use, any County facility or service for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of County shall be used at any time as an office for private practice or delivery of care for non-County patients.

1.13 No Contract in County Name

Contractor shall not have the right or authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County.

1.14 Regulatory Standards

Contractor shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to County and the relevant medical service, including, without limitation, those requirements imposed by the Joint Commission, the Medicare/Medi-Cal conditions of participation, and any amendments thereto.

1.15 Availability of Records for Inspection

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General, or

any of their duly authorized representatives, Contractor shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by County, Contractor, or any Contractor's representative by virtue of this Agreement.

1.16 Professional Standards

Contractor shall perform his or her duties under this Agreement in accordance with the rules of ethics of the medical profession. Contractor shall also perform his/her duties under this Agreement in accordance with the appropriate standard of care for his/her medical profession and specialty.

Section 2: Change of Circumstances

In the event either (i) Medicare, Medi-Cal, or any third party payor or any federal, state, or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure, or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement; or (ii) any or all such payors/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto; then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstance while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

Section 3: Term and Termination

3.1 Term

This Agreement shall commence on January 1, 2013, and shall continue for three (3) years. Unless terminated sooner, this Agreement shall expire and be of no further force and effect as of the end of business on December 31, 2015.

3.2 Extension of Term

The term of the Agreement may be extended by mutual written, signed agreement by both parties.

3.3 Termination

3.3.1 Termination By County or Contractor

This agreement may be terminated by County at any time upon ninety (90) days written notice to the Contractor or by Contractor upon ninety (90) days written notice to County.

The County may immediately terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon (1) unavailability of Federal, State, or County funds or (2) closure of the County, SMMC, or the department of SMMC at which Contractor is to provide services, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding or closure.

3.3.2 Automatic Termination

This Agreement shall be immediately terminated as follows:

- A. Upon Contractor's loss, restriction, or suspension of his or her professional license to practice medicine in the State of California;
- B. Upon Contractor's suspension or exclusion from the Medicare or Medi-Cal Program;
- C. If the Contractor violates the State Medical Practice Act;
- D. If the Contractor's professional practice imminently jeopardizes the safety of patients;
- E. If Contractor is convicted of a crime;

- F. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
- G. Upon revocation, cancellation, suspension, or limitation of the Contractor's medical staff privileges at the County;
- H. If Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- I. If Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
- J. If Contractor fails to maintain professional liability insurance required by this Agreement;
- K. Upon County's loss of certification as a Medicare and/or Medi-Cal provider; or
- L. Upon the closure of the County, SMMC, or the medical service at SMMC in relation to which the Contractor is providing services.

3.3.3 Termination for Breach of Material Terms

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with no fewer than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice (or such longer period as is specified in the notice) in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the notice and cure period (typically sixty (60) days) measured from the date of initial notice without further notice or demand. Upon breach of the terms of this Agreement by an individual contractor's representative, County shall have the option of withdrawing its acceptance of that individual contractor's representative, as described in Section 1.3.1, without terminating this Agreement. Upon withdrawal of acceptance, Contractor must replace said contractor representative as specified in Section 1.6 of this Agreement. Withdrawal of acceptance of an individual

contractor's representative will not, of itself, constitute grounds for termination of this Agreement by either party.

3.3.4 Patient Records Upon Termination and Notice to Patients

All original patient records shall be property of the County. Upon termination of this Agreement, Contractor shall return any such records as may be in Contractor's possession to County, subject to Contractor's right to copies of records.

Section 4: Insurance and Indemnification

4.1 Insurance

Contractor shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the County. Contractor shall furnish County with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

4.1.1 Violation of This Section or Decrease/Cancellation of Coverage

In the event of either (1) violation of any provision of Section 4 of this Agreement or (2) receipt of notice by the County that any insurance coverage required under Section is will be diminished or cancelled, County at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

4.1.2 Workers' Compensation and Employer Liability Insurance

Contractor shall have in effect during the entire life of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be

insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

4.1.3 Liability Insurance

Contractor shall take out and maintain during the life of this Agreement such bodily injury liability and property damage liability insurance as shall protect him or her, while performing work covered by this Agreement, from any and all claims for property damage which may arise from Contractor's operations or actions under this Agreement, whether such operations/ actions are done by himself or herself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage coverage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- | | |
|---|-----------------------------|
| A. Comprehensive general liability insurance... | \$1,000,000 |
| B. Motor vehicle liability insurance..... | \$-0- |
| C. Professional liability insurance..... | \$1,000,000/ \$3,000,000 |

4.1.4 County Adjustment of Insurance Coverage

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving (60) days notice to Contractor. Contractor must obtain such increased amount of coverage by the end of that notice period.

4.1.5 County as Certificate Holder

County and its officers, agents, employees, and servants shall be named as Certificate Holder on any such policies of general liability insurance. Such policies shall also contain a provision that the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss

covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto.

4.2 Tail Coverage

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (i) maintain coverage with the same company during the term of this Agreement and for at least three (3) years following termination of this Agreement; or (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

4.3 Hold Harmless

Contractor shall indemnify and hold harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description brought for or on account of: (i) injuries or death of any person, including Contractor; (ii) damage to any property of any kind whatsoever and to whomsoever belonging; (iii) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this agreement; (iv) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (v) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Contractor shall indemnify, defend, and hold County harmless from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.

4.3.1 Mutual Hold Harmless

- A. It is agreed that Contractor shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the negligent (or malicious/reckless) acts or omissions of Contractor and/or its officers, employees, agents, and servants.
- B. Contractor shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.
- C. It is agreed that County shall defend, save harmless, and indemnify Contractor and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the negligent (or malicious/reckless) acts or omissions of County and/or its officers, employees, agents, and servants.
- D. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- E. **In the event of concurrent negligence (or malicious/reckless acts) of County and/or its officers, employees, agents, and servants, on the one hand, and the Contractor and/or its officers, employees, agents and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.**

Section 5: Miscellaneous Provisions

5.1 Notice Requirements

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below; and

(2) either deposited in the United State mail, postage prepaid, certified or registered mail, return receipt requested -or- deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to the address below. In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

If to County: Chief Executive Officer
San Mateo Medical Center
222 W 39th Avenue
San Mateo, CA 94403
Facsimile: 650/573-2950

With Copy to: County Counsel's Office
400 County Center
Redwood City, CA 94063
Facsimile: 650/363-4034

If to Contractor: David S. Marcus, MD
California Advanced Imaging Medical Associates
504 Redwood Blvd., Suite 300
Novato, CA 94947
Facsimile: 415/883-0877

5.2 Merger Clause, Amendment, and Counterparts

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document, whether written or otherwise, are not binding. All subsequent modifications shall be in writing and signed by the parties.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.3 Partial Invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided that the fundamental rights and obligations remain reasonably unaffected.

5.4 Assignment

Because this is a personal service contract, Contractor may not assign any of its rights or obligations hereunder without the prior written consent of County. County may assign this Agreement to any successor, to all or substantially all of County's operating assets, or to any affiliate of County. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.5 Independent Contractor

Contractor and all Contractor's representatives are performing services and duties under this Agreement as independent contractors and not as employees, agents, or partners of or joint ventures with County. County does retain responsibility for the performance of Contractor and Contractor's representatives as and to the extent required by law and the accreditation standards applicable to County. Such responsibility, however, is limited to establishing the goals and objectives for the service and requiring services to be rendered in a competent, efficient, and satisfactory manner in accordance with applicable standards and legal requirements. Contractor shall be responsible for determining the manner in which services are provided and ensuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.6 Regulatory Requirements

The parties expressly agree that nothing contained in this Agreement shall require Contractor or Contractor's representatives to refer or admit any patients to or order any goods or services from County. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs.

5.7 Alternate Dispute Resolution and Venue

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective

reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated. If mediation is unsuccessful, the parties may take the dispute to Superior Court in San Mateo County.

5.8 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of County and Contractor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Contractor's representative.

5.9 Governing Law

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

5.10 Non-Discrimination

Section 504. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting as part of this Agreement a signed letter of assurance of compliance (Attachment I to this Agreement). Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

General Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, ancestry, gender, age, national origin, medical condition, physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

Contractor shall comply with the County admission and treatment policies, which provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Equal Employment Opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties to be determined by the County Manager, including but not limited to:

- A. Termination of this Agreement;
- B. Disqualification of Contractor from bidding or being awarded a County contract for a period of up to three (3) years;
- C. Liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation; and/or
- D. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to:

- A. Examine Contractor's employment records with respect to compliance with this paragraph; and
- B. Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Within thirty (30) days, Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notifications shall include the name of the complainant, a copy of such complaint, and description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed/submitted.

Compliance with Equal Benefits Ordinance. With respect to the provisions of employee benefits, Contractor shall comply with the County Ordinance prohibiting contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

Compliance with Federal Regulations. Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

5.11 General Standards

Contractor shall maintain its operations in compliance with all applicable laws and rules relating to licensure and certification, including but not limited to: Title XXII of the California Administrative Code; those necessary to participate in the Medicare and Medi-Cal programs under Title VIII and Title XIX, respectively, of the Social Security Act; and those required by the Joint Commission. Contractor shall provide satisfactory evidence of such licenses and certificates. Contractor shall inform County of any notice of any incident within its operations which may affect any license or certification held by Contractor.

5.12 Confidentiality of Patient Information and Compliance With Laws

Contractor shall keep in strictest confidence and in compliance with all applicable state and federal laws any patient information. Contractor shall not disclose such information except as permitted by law.

All services to be performed by Contractor pursuant to this Agreement shall be performed (1) in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance and, if applicable, (2) in compliance with the Business Associate requirements set forth in Attachment H, if attached hereto. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and

State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

5.13 Non-Disclosure of Names

Notwithstanding any other provision of this Agreement, names of patients receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations, Section 431.300 *et seq.* and Section 14100.2 of the California Welfare and Institutions Code and regulations adopted thereunder.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to patients shall be protected by Contractor from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal patient that is obtained by Contractor, Contractor: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement; (ii) will promptly submit to California Department of Public Health (CDPH) and the applicable Medi-Cal plan all requests for disclosure of such information; (iii) will not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than CDPH and the applicable Medi-Cal plan without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 *et seq.*, under Section 14100.2 of the Welfare and Institutions Code and regulations adopted thereunder, or as ordered by a court or tribunal of competent jurisdiction; and (iv) will, at the expiration or termination of this Agreement, return all such information to CDPH and the applicable Medi-Cal Plan or maintain such information according to written procedures sent to health plan by CDPH and the applicable Medi-Cal plan for this purpose.

5.14 Disclosure of Records

Contractor agrees to provide upon reasonable notice to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives, and/or to their appropriate audit agencies access to and the right to examine and audit all records and documents necessary to determine compliance with this Agreement, to

determine compliance with relevant federal, state, and local statutes, ordinance, rules, and regulations, and to evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. Contractor shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records.

Without limiting the foregoing, Contractor shall maintain such records and provide such information to County and to government officials as may be necessary for compliance by County with all applicable provisions of all state and federal laws governing County. Upon request, County and government officials shall have access to and be given copies of, at reasonable times at the Contractor's place of business (or such other mutually agreeable location in California), the medical records, books, charts, business records, and papers relating to the Contractor's provision of health care services to patients, the cost of such services, payments received by the Contractor from patients (or from others on their behalf), and the financial condition of Contractor. Such records described herein shall be maintained at least four (4) years from the end of the contract term.

All records of Contractor shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained during any governmental audit or investigation.

5.15 Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments
- Exhibit C—Citizenship Duties of Contractor and Other Services
- Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)
- Attachment I—§ 504 Compliance

[Signatures on the following page]

EXHIBIT A

SERVICES

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below under the general direction of the Chief Medical Officer.

- I. Contractor shall provide a minimum of two (2) FTE Radiologists per day as needed from 8:00 a.m. to 5:00 p.m., Monday through Friday, to provide professional radiology services in the Division of Radiology, Department of Medicine, including inpatient, outpatient, and emergency care.
- II. Participate in such scheduled coverage of service as is mutually arranged and agreed upon by members of the Department of Radiology under the supervision of the Chief Medical Officer.

Contractor shall develop schedule for "on-call" and/or "emergency-call" status during other than scheduled times and for twenty-four (24) hours each Saturday, Sunday, or holiday. "On-call" and "emergency-call" are defined as being available by telephone or pager to the hospital medical staff, nursing supervisor, and administrator on call as needed. In addition, Contractor must adhere to the guidelines of the San Mateo County Trauma System by being immediately available by telephone and must make every reasonable effort to be available for prompt image interpretation for tele-radiology at the time of the patient's arrival.

It is expressly understood that Contractor and subcontractors for medical specialty services are subject to these conditions, that all will accept equal scheduling for "on-call" status, and that each will be responsible for his/her portion of "on-call" time. All physicians who take calls for medical specialty services must have San Mateo Medical Center (SMMC) privileges.

- III. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education is documented and considered at the time of reappointment to the medical staff and/or renewal or revisions of individual clinical privileges.
- IV. Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of the SMMC Medical Staff Bylaws, Rules and Regulations and maintain such active staff status as a condition of the Agreement.
- V. Contractor shall attend regularly and serve without additional compensation on committees responsible for peer review activities, quality assurance, and utilization review as outlined in the SMMC Medical Staff Bylaws, Rules and Regulations.
- VI. Contractor shall provide medical staff administrative support to hospital and nursing in meeting surgical and anesthesia standards as defined by Joint Commission, Title

XXII, and other applicable standards.

- VII. Contractor agrees to the following prior authorization protocol for performing off-site services under San Mateo County utilization management.
 - A. The services provided must be referred in writing by a member of San Mateo Medical Center's Medical Staff and authorized by Hospital Administration or Case Management Department. County indigents who present at Contractor's offices without being formally referred by SMMC are expressly excluded from the terms of this Agreement, except those patients who present on an emergency basis who must receive an authorization retrospectively and will be considered on a case-by-case basis.
 - B. Contractor shall schedule such services as quickly as is appropriate to the patient's medical condition.
 - C. Contractor shall warrant that County will be provided with a written record of the procedures performed and the patient's medical condition within five (5) days of the procedure.
- VIII. County agrees to maintain the teleradiology server station including all hardware, software and telecommunication linkages required to operate said system.
- IX. County will ensure County clinical/technical staff hang all films in preparation of professional interpretation within 24 hours of image acquisition.

EXHIBIT B

PAYMENTS

In consideration of the services specified in Exhibit A, County will pay Contractor based on the following:

- I. Contractor shall be reimbursed in the amount of \$2,183,333 per year to be paid in twelve monthly installments of \$181,944 each for radiology and other diagnostic imaging procedures performed.
- II. Contractor is willing to accept such flat compensation over the three (3) year term of the agreement without demand for proportionate increase as historical and anticipated growth in utilization of imaging services at County occur. Such payment shall represent the entire amount paid by County to Contractor for all services performed at County. No additional payment for on-call or Emergency Medical Treatment and Active Labor Act (EMTALA) coverage shall be required.
- III. Contractor shall be solely responsible for all costs associated with employment of radiologists including, but not limited to, all employee compensation, payroll taxes, retirement plan contributions, health and dental insurance, disability insurance, worker's compensation insurance, professional liability insurance, business and general liability insurance, licensure and certification fees, medical staff fees, continuing medical education expense, professional society dues, consulting and management fees, legal and accounting service fees, telephone/pager expense, and recruiting expense.
- IV. Contractor shall be responsible for the entire expense related to provision of professional teleradiology services including "nighthawk" after hours coverage. SMMC shall continue to be responsible for all technical costs related to teleradiology hardware/software acquisition, software license fees, maintenance, and networking.
- V. Contractor will not require any additional payment from SMMC related to travel expenses.
- VI. County has begun the process of evaluating a new integrated Picture Archiving and Communication System (PACS) to efficiently and accurately handle and distribute the volumes of image data which are generated using today's imaging techniques. The existing ScImage system substantially limits a radiologist's ability to effectively interpret and compare current to prior studies. A well configured, appropriately integrated, and properly managed Radiology Information System (RIS) in concert with PACS and Digital Radiography (DR) can create the most powerful tool currently available to improve patient safety. Outside the County Radiology Department, there are huge potential benefits to patient care and provider efficiency which can be achieved via enterprise-wide distribution of digital images. Contractor fully supports County's efforts in this regard and will assist in the implementation of this vital

technological advancement.

- VII. Contractor agrees to provide professional interpretation of up to five (5) routine scheduled outpatient ultrasound exams on Saturday mornings from 8:00 a.m. to noon until the existing backlog in demand is cleared, while County makes a concurrent effort to improve the efficiency of its regular ultrasound service so that no new backlog is created.
- VIII. Total payment for services under this Agreement will not exceed SIX MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$6,550,000).

EXHIBIT C

CITIZENSHIP DUTIES OF CONTRACTOR AND OTHER SERVICES

- I. Contractor will meet County expectations of radiology productivity, as determined by relevant standards and adjusted for local conditions.
- II. Contractor will be physically present in the designated location and prepared to perform designated duties during the entire duration of the relevant work schedule as detailed in Exhibit A. Specifically, Contractor will commence work on time and not leave until duties are complete.
- III. Contractor will work cooperatively with County designees to optimize work flow, including participating in work-flow analysis, appropriate use of scheduling, division of duties, optimal use of clinic staff, and other activities as designated by County.
- IV. Contractor will maintain appropriate medical records, including the use of dictation or other technology required by County.
- V. Contractor will make all reasonable efforts to schedule the provision of services and procedures, including but not limited to Emergency Department, inpatient and outpatient, in a manner that complies with County's staffing needs.
- VI. Contractor will attempt to provide two (2) months notice, but under no circumstance shall provide fewer than two (2) weeks notice, for non-emergency absences from assigned duties. Notice shall be provided electronically or in writing to all relevant service areas.
- VII. Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in quality improvement and utilization management efforts.
- VIII. Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated and participation in primary care provider education, including presentations at noon conferences.
- IX. Contractor will conduct himself/herself with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees.
- X. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.

XII. Contractor shall provide medical staff administrative support to all SMMC departments in meeting radiology standards as defined by the Joint Commission, Title XXII, and other applicable standards.

R. J. Mann MD

Contractor's Signature

Dec 6, 2012

Date

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf).

The Undersigned, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC's Compliance Program policies and procedures.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC's Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

The Undersigned will not offer, give or accept any bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may interfere or appear to interfere with the performance

of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC's compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

TO REPORT VIOLATIONS, CALL THE COMPLIANCE HOT LINE: (800) 965-9775

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

CAIIMA - David Marcus, VP

Name of Person/Entity (the "Undersigned")

David Marcus, MD David Marcus, MD

Signature and Printed Name

Dec 6, 2012

Date

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

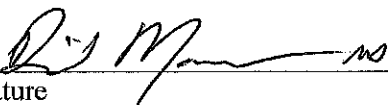
Mary Anne Westerfield, Director of Human Resources
Name of 504 Person - Type or Print (415) 884-3474

California Advanced Imaging Medical Associates, Inc.
Name of Contractor(s) - Type or Print

504 Redwood Boulevard, Suite 300
Street Address or P.O. Box

Novato, CA 94947
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.


Signature

CA-IMA Vice President
Title of Authorized Official

Dec 1, 2012
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: November 29, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health and Recovery Services

Subject: Amendment to an agreement with BAART Behavioral Health Services, Inc.

RECOMMENDATION:

Adopt a Resolution authorizing an amendment to the agreement with BAART Behavioral Health Services, Inc. for the provision of narcotic replacement therapy services, increasing the amount by \$87,421 to \$423,765.

BACKGROUND:

On September 11, 2012, your Board approved an agreement with BAART Behavioral Health Services, Inc. Through this agreement contractor is reimbursed up to \$57,467 to provide narcotic replacement therapy services including methadone maintenance and methadone detoxification services to San Mateo County residents, and up to \$278,877 to provide substance use disorder treatment services to formerly incarcerated adults through the Criminal Justice Realignment Act.

DISCUSSION:

The agreement with BAART Behavioral Health Services, Inc. is being amended due to an unanticipated increase in volume of narcotic replacement therapy services provided when the original agreement was completed. The original agreement anticipated providing narcotic replacement services to 6 clients. Through this amendment, the contractor will provide narcotic replacement therapy services to an additional 13 clients.

The amendment and Resolution have been reviewed and approved by County Counsel as to form. The contractor meets insurance certification requirements.

The contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

Approval of this amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by promoting wellness and recovery and by providing support to clients in order to maintain abstinence and sobriety. BHRS provides a range of services to support wellness and recovery. The provision of funding for substance abuse treatment services provided through this amended agreement contributes to this measure. It is anticipated that 65% of participants will successfully complete all steps of the alcohol and other drug treatment program while maintaining sobriety.

PERFORMANCE MEASURE(S):

| Measure | FY 2011-12 Actual | FY 2012-13 Projected |
|--|--------------------------|-----------------------------|
| Percentage of clients who successfully complete all steps of the alcohol and drug treatment program while maintaining sobriety | 65% * | 65% * |

*This percentage is an aggregate. Individual data results will be available at a later date.

FISCAL IMPACT:

The term of the amended agreement remains July 1, 2012 through June 30, 2013. The agreement maximum is being increased by \$87,421 to a new maximum of \$423,765. Of the increase, \$38,000 will be funded by MCE-FFP. The remaining \$49,421 is being provided through a reduction to another contracted provider, and will be funded by Net County Cost. The amendment reducing the other contract was approved by your Board earlier this year. The payment provisions in this amendment have increased from the prior agreement because of an increase in services being provided. Funds for these services are included in the BHRS FY 2012-13 Adopted Budget. There is no increase in Net County Cost with this amendment.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH
BAART BEHAVIORAL HEALTH SERVICES, INC. FOR THE PROVISION OF
NARCOTIC REPLACEMENT THERAPY SERVICES, INCREASING THE AMOUNT
BY \$87,421 TO \$423,765**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on September 11, 2012, under Resolution #072155 your Board approved an agreement with BAART Behavioral Health Services, Inc., for the provision of alcohol and drug treatment and narcotic replacement therapy services, for a maximum obligation of \$336,344 for the term of July 1, 2012 through June 30, 2013; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance a first amendment to the agreement, reference to which is hereby made for further particulars, increasing the maximum obligation by \$87,421 to a new maximum obligation of \$423,765 with no change to the agreement term of July 1, 2012 through June 30, 2013; and

WHEREAS, this Board has been presented with a form of the first amendment and has examined and approved it as to both form and content and desires to enter into this amended agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is hereby authorized and directed to execute said first amendment to the agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BAART BEHAVIORAL HEALTH SERVICES, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BAART BEHAVIORAL HEALTH SERVICES, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for ("Original Agreement") for professional services on September 11, 2012 for a maximum obligation of \$336,344 for the term of July 1, 2012 through June 30, 2013; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a first time to increase the maximum obligation by \$87,421 to a new maximum of \$423,765 with no change to the term of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$423,765).

2. All other terms and conditions of the agreement dated September 11, 2012, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BAART BEHAVIORAL HEALTH SERVICES, INC.



Contractor's Signature

Date: 11/7/12

EXHIBIT A – SERVICES
BAART BEHAVIORAL HEALTH SERVICES, INC.
FY 2012 - 2013

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following Narcotic Replacement Therapy services at a mutually agreed upon location in San Mateo County.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

- A. In providing its services and operations, Contractor will maintain compliance with requirements of the Alcohol and Other Drug (AOD) Provider Handbook, including additions and revisions, which are incorporated by reference herein. Located at <http://www.aodsystems.com/SMC/Index.htm>.
- B. Intake assessment utilizing the Addiction Severity Index (ASI) will include a comprehensive medical examination, patient interview, patient orientation and review of all program documents. These documents may include but are not limited to: consent forms, patient rights and responsibilities and request for reasonable accommodation. The first medically administered dose will take place only after the patient successfully completes the intake process.
- C. Narcotic Replacement Therapy will include daily methadone dosing, appropriate medical services in accordance with Title IX, urine screening, addiction education and intervention, aftercare planning, patient follow up, and follow up with referring partners.
- D. Based on individual need, a minimum of fifty (50) minutes of individual counseling each month will be provided to address recovery issues, including: denial, withdrawal symptomology, drug/alcohol use history, the disease of addiction, relapse triggers, parenting skills and family socialization activities.
- E. Contractor will involve patients in a treatment plan that includes a continuity of care plan beginning with the initial assessment focusing on the patient's resources, issues and strengths. A patient's relapse plan and other crisis planning will also be incorporated into the treatment plan. The plan will be evaluated and evolve during the course of the patient's engagement with the Contractor. The plan and the modifications will be documented in the patient file. Contractor will also document referrals and linkages to other services and providers.
- F. Fee for Service

1. MediCal Coverage Expansion (MCE) Health Coverage

Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to MediCal Coverage Expansion (MCE) eligible patients, on a fee-for-service basis. Substance use treatment modalities provided under the MCE program include:

- a. Medication Assisted Treatment
- b. Narcotic Replacement Therapy

2. Criminal Justice Realignment Program

Contractor shall provide authorized services to individuals meeting the Criminal Justice Realignment (CJR) eligibility criteria as determined by AB 109 and AB 117 and referred by the CJR program.

Substance use disorder (SUD) treatment shall be provided to eligible offenders based on treatment need with available funding resources. A full continuum of SUD treatment services are available to CJR clients based on assessed treatment need.

Contractor will provide the following services to CJR clients:

- a. Narcotic Replacement Therapies/Medication Assisted Treatment
Outpatient services including counseling and the provision of methadone or other medication assisted treatment as prescribed by a physician.

Contractor will track and report all CJR client services in accordance with the local Community Corrections Partnership (CCP) requirements as described in the AOD Provider Handbook.

3. Drug Court

Contractor shall provide NRT/MAT Services to Drug Court referred clients. If a Drug Court referred patient is in need of travel assistance, Contractor will request the needed resources from the Drug Court coordinator.

II. PRIORITY POPULATIONS

Contract funds must be used to serve priority population clients. Specifically, Contractor will give priority admission to:

- A. San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS);
- B. Clients with MCE health insurance coverage.
- C. Shelter referrals within San Mateo County;
- D. First Chance Sobering Station referrals;
- E. Referrals from other San Mateo County AOD providers;

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. System-Wide Improvements

The County has identified a number of issues which require a collaborative and comprehensive approach in order to enhance the system-wide effectiveness and efficiency. Contractor will implement the following:

1. Standards of Care

The County has identified specific Standards of Care (SOC) for treatment services, which incorporate scientific research, and clinical practice, which has been proven effective in the provision of services to patients receiving treatment services. SOC are guidelines for providing comprehensive, client centered, culturally competent screening, assessment, detoxification and treatment for patients with substance abuse and/or substance dependence/addiction or co-occurring disorders.

Contractor will work towards full compliance with the SOC, specifically:

- a. Contractor will develop and implement activities and achieve the objectives described in the approved San Mateo County AOD SOC implementation work plan by January 2, 2013.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. AOD Policy Implementation

AOD Services has incorporated system-wide policies to advance the quality of treatment services and to align with scientific and clinical research about best practices in substance abuse treatment. The Policies include: Medications, Relapse, NRT and Medical Marijuana policy. Contractor shall develop guidelines and procedures consistent with County Policy. BHRS will provide an overview and training for staff.

3. Continuous Quality Improvement

To enhance the quality and efficiency of services, Contractor will have an established Continuous Quality Improvement (CQI) program. CQI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. Contractor has established a mechanism whereby contractors will identify processes and practices at the organizational level which create inefficiencies and/or present barriers to client engagement, enrollment

and retention in treatment.

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement, quality review, and quarterly utilization.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.
- e. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

4. Co-occurring/Complex Disorders

Contractor will work to improve outcomes for co-occurring/complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor will establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work Plan, or it may be a separate process.
- c. Contractor will report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

5. AVATAR Electronic Health Record

Contractor worked collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

B. Qualified Service Organization

As a qualified service organization, BHRS agrees to provide the following services:

1. Centralized screening, assessment, and treatment referrals;
2. Billing supports and services;
3. Data gathering and submission in compliance with Federal, State, and Local requirements;
4. Policies and procedures related to the service provision, documentation, and billing;
5. Quality Management and utilization review; and
6. Education, training and technical assistance as needed.

In addition, BHRS:

1. Acknowledges that in receiving, storing, processing, or otherwise using any information from the alcohol/drug program about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
2. Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

C. Building Capacity

The County seeks to build capacity and increase access to treatment services for San Mateo County residents. Contractor will work with BHRS to maximize the revenues and increase access to care in the following ways:

1. Medicaid Coverage Expansion (MCE)

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Policy and Procedure Handbook and the BHRS Documentation Manual located at: <http://www.aodsystems.com/SMC/Index.htm>; and <http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.

D. MCE Program Requirements

1. Contractor shall screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
2. Contractor shall facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
3. Contractor shall not charge clients with MCE eligibility for substance use treatment services;
4. Contractor shall request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
5. Contractor shall document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
6. Contractor shall track and report on services and submit invoices for client MCE services provided following required policies and procedures;
7. Contractor shall correct and resubmit disallowed claims, as requested;
8. Contractor shall ensure that personnel delivering direct services to clients will have the appropriate professional license and/or certification as outlined in the AOD Provider Handbook.

E. CULTURAL COMPETENCY

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year. The annual cultural competence plan will include, but is not limited to the following:
 - a. Implementation of policies and practices that are related to promoting diversity and cultural competence;
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee)

- c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation;
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner);
 - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.
 4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
 5. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

F. Ineligible Employees

1. Licensed Professional

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County patients or operations. An "Ineligible Person" is an individual who (1) is currently excluded,

suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

2. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County patients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

G. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

H. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive.

I. Retention of Records

Paragraph 13 ("Retention of Records") of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary records (including medical and/or clinical records) for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

EXHIBIT B – PAYMENTS AND RATES
 BAART BEHAVIORAL HEALTH SERVICES, INC.
 FY 2012 – 2013

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

A. In full consideration of the funded NRT services provided to patients who lack the necessary resources to pay for these services themselves, the County will reimburse Contractor on a fee for service basis. Upon timely submission of billing and reports as outlined in the AOD Provider Handbook, the County will pay Contractor's monthly payment within thirty (30) days.

B. Variable Rate/Fee for Service

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Rates are published in the AOD Provider Handbook.

1. The maximum variable rate/fee for service amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS (\$144,888).

| COUNTY FUNDED SERVICES | ALLOCATION AMOUNT |
|---------------------------------------|-------------------|
| MIA Maintenance Dosing | \$31,420 |
| MIA Detox Dosing | |
| MIA Individual Counseling | |
| MIA Jail Dispensing | |
| MCE County Match | \$44,234 |
| Federal Financial Participation (FFP) | \$44,234 |
| TOTAL AMOUNT | \$119,888 |

| NON-COUNTY FUNDED SOURCES/SERVICES | ALLOCATION AMOUNT |
|------------------------------------|-------------------|
| Drug Court | \$20,000 |
| Ryan White | \$5,000 |
| TOTAL AMOUNT | \$25,000 |

RATES

| Services | Units of Service (UOS) | UOS Rate |
|--------------------------------------|------------------------|--------------------|
| NTP - Methadone Maintenance Services | Daily | \$11.86 / 1.08 (*) |

| | | |
|---|-------------------------|----------------------|
| NTP - Individual Counseling Services(**) | One 10-minute Increment | \$13.91 / \$1.28 (*) |
| NTP – Methadone Detoxification Services | Daily | \$13.00 |
| NTP – Jail Dispensing Services | Daily | \$16.33 |
| NTP – Suboxone, Drug Court Referrals | Monthly | \$1,170 |
| NTP – Medical Detoxification Services, Drug Court Referrals | | \$500 |

* Denotes the administrative costs which are included within the rate.

** ADP reimburses NTP providers for up to 200 minutes of counseling per calendar month, per beneficiary, under methadone service only. Counseling is individual and/or group.

2. Criminal Justice Realignment (CJR)

a. CJR Clients with MCE Coverage

For all CJR clients who are also MCE beneficiaries, payment for services shall be through the MCE benefit. Designated CJR funding shall provide the required local match to draw down Federal Financial Participation (FFP) funding. Reimbursement for services will be on a fee for service basis.

Rates for CJR clients with MCE coverage are described in paragraph I.B.1 of this Exhibit B.

b. CJRP Clients without MCE Coverage

For individuals referred by the CJR who are non-MCE beneficiaries, reimbursement for services shall be on a fee for services. These services shall be reimbursed in full through designated CJR funds.

Rates for clients who are not eligible for MCE coverage are established in paragraph I.C. of this Exhibit B.

c. CJR Maximum

The maximum payment for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregated amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS (\$278,877).

C. Monthly Reporting

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook. The invoice shall include:

1. DAISY ID number and patient name with funding source, modality and referring entity.

2. Dates services provided, number dosing and individual counseling broken down by patient and modality.
3. Number of individual counseling minutes provided for each patient.
4. Total amount of monthly billing by modality.

D. The invoice shall be submitted to:

Alcohol and Other Drug Services
400 Harbor Blvd., Building E
Belmont, CA 94002

E. Furniture and Equipment

Prior to possession of the building, an inventory of existing furniture and equipment shall be documented by Contractor in partnership with BHRS and kept on record by both parties. This inventory shall not be leased, rented or sold. All furniture and equipment will be on loan from the Original Contractor, San Mateo Medical Center (SMMC), until a purchasing agreement can be made or returned to the county upon exiting of the current site. Contractor will work in partnership with BHRS and SMMC to arrange all final agreements upon purchase or return.

F. Contract Maximum

In any event, the (aggregated) maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$423,765).

G. Anticipated Change in Revenue

County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

H. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

I. Required Fiscal Documentation

Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County AOD program liaison.

J. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

K. Early Termination

In the event this Agreement is terminated prior to June 30, 2013, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

L. Contract Amendments

The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

M. Invoices Certification and Program Integrity

Anytime a Contractor submits an invoice to the County for reimbursement for services provided under this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the invoice:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that the invoice for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____"



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: November 27, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Susan Ehrlich, MD, MPP, Chief Executive Officer, San Mateo Medical Center

Subject: Amendment to agreements with Anchor Drugs and Baneth's Pharmacy

RECOMMENDATION:

Adopt a Resolution authorizing amendments to the agreements with Anchor Drugs and Baneth's Pharmacy to provide pharmacy services at four locations, extending the term through June 30, 2013, increasing the maximum aggregate amount of the agreements by \$1,005,000 to \$4,580,000, collectively.

BACKGROUND:

On March 9, 2010, your Board approved agreements with Anchor Drugs to provide pharmacy services to patients of the Daly City Health Center (Daly City) in the amount of \$1,075,000, the South San Francisco Health Center (SSF) in the amount of \$600,000, and the Fair Oaks Family Health Clinic (Fair Oaks) in the amount of \$1,100,000. Also approved at that time was an agreement with Baneth's Pharmacy (Baneth's) to provide pharmacy services to the patients of the Willow Clinic (Willow) for a maximum amount payable of \$800,000. All contracts were for the term April 1, 2010 through March 31, 2013, and collectively these four agreements had a maximum fiscal obligation of \$3,575,000. The agreements were recommended following an Request for Proposals (RFP) published in November 2009.

Separate contracts were written with Anchor Drugs for each clinic serviced in accordance with the requirements of the Federal 340B Program.

DISCUSSION:

Due to the effects of the current economic situation, volume at the four clinics for FY 2011-12 rose more than 29%. During this current fiscal year, the clinics are experiencing a further increase of more than 22% over last fiscal year. An increase in funding is needed to preclude depletion of funds prior to the end of the contracts.

Funding increases being requested are \$260,000 for the Daly City Clinic for a new maximum of \$1,335,000; \$250,000 for SSF for a new maximum of \$850,000; \$250,000 for Fair Oaks for a new maximum of \$1,350,000; and \$245,000 for Willow for a new maximum of \$1,045,000. These increases adequately fund the agreements through their original expiration dates plus an additional three months, allowing new agreements to be negotiated with vendors selected after a Request for Proposals process is conducted.

The Contract Compliance Committee has approved a waiver request to extend the agreement by three months beyond the maximum term of three years.

The amendments and Resolution have been reviewed and approved by County Counsel as to form. The contractor's insurance meets certification requirements.

The contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing access to prescription medication services to residents of San Mateo County. It is anticipated that 95% of refill prescriptions will be accurately provided within 24 hours.

PERFORMANCE MEASURE:

| Measure | FY 2011-12 Actual | FY 2012-13 Projected |
|--|--------------------------|-----------------------------|
| Refill prescriptions will be accurately provided within 24 hours | 95% | 95% |

FISCAL IMPACT:

The term of these four agreements is April 1, 2010 through June 30, 2013. The aggregate maximum fiscal obligation between the four agreements is \$4,580,000. Funds in the amount of \$1,600,833 are included in the San Mateo Medical Center (SMMC) FY 2012-13 Adopted Budget.

Expenses at SMMC are covered by fees for services or third-party payors whenever possible. The portion of expenses for services provided to the medically indigent or to those covered by programs that do not fully meet the costs of care are covered by the County General Fund contribution to SMMC, and are within the existing annual appropriation.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AMENDMENTS TO THE AGREEMENTS WITH ANCHOR DRUGS AND BANETH'S PHARMACY TO PROVIDE PHARMACY SERVICES AT FOUR LOCATIONS, EXTENDING THE TERM THROUGH JUNE 30, 2013, INCREASING THE MAXIMUM AGGREGATE AMOUNT OF THE AGREEMENTS BY \$1,005,000 TO \$4,580,000, COLLECTIVELY

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, San Mateo County has a continually increasing need for pharmacy services for County residents who receive care through County programs; and

WHEREAS, on March 9, 2010, this Board approved agreements with Anchor Drugs to provide pharmacy services to the patients of Daly City Health Center, South San Francisco Health Center, and Fair Oaks Family Health Clinic, as well as an agreement with Baneth's Pharmacy to provide pharmacy services to patients of Willow Clinic, all for the term April 1, 2010 through March 31, 2013, for a combined maximum amount payable of \$3,575,000; and

WHEREAS, the parties wish to amend the respective agreements, extending the term of each by three months to June 30, 2013, and increasing the funding for the agreements by \$1,005,000 in total, for a collective maximum fiscal obligation of \$4,580,000; and

WHEREAS, this Board has been presented with a form of amendments to each respective agreement and has examined and approved them as to both form and content and desires to enter into them.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said amendments (each titled "Amendment No. 1") for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

* * * * *

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ANCHOR DRUGS (REGARDING DALY CITY CLINICS)**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ANCHOR DRUGS, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for pharmacy services to the patients of the Daly City Clinics on March 9, 2010; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount payable under the Agreement by \$260,000, for a new maximum fiscal obligation of \$1,335,000, and to extend the term by three months to June 30, 2013.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, **Payments**, of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$1,335,000).

2. Paragraph 1 of Section 4, **Terms and Termination**, of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2010, through June 30, 2013.

3. **All other terms and conditions of the Agreement dated March 9, 2010, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO


By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ANCHOR DRUGS



Contractor's Signature

Date: 11-28-12

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ANCHOR DRUGS (REGARDING FAIR OAKS CLINICS)**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ANCHOR DRUGS, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for pharmacy services to the patients of the Fair Oaks Clinics on March 9, 2010; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount payable under the Agreement by \$250,000, for a new maximum fiscal obligation of \$1,350,000, and to extend the term by three months to June 30, 2013.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, **Payments**, of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000).

2. Paragraph 1 of Section 4, **Terms and Termination**, of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2010, through June 30, 2013.

3. **All other terms and conditions of the Agreement dated March 9, 2010, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.


COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ANCHOR DRUGS


Contractor's Signature

Date: 11-28-12

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ANCHOR DRUGS (REGARDING SOUTH SAN FRANCISCO CLINIC)**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ANCHOR DRUGS, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for pharmacy services to the patients of the South San Francisco Clinic on March 9, 2010; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount payable under the Agreement by \$250,000, for a new maximum fiscal obligation of \$850,000, and to extend the term by three months to June 30, 2013.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, **Payments**, of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000).

2. Paragraph 1 of Section 4, **Terms and Termination**, of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2010, through June 30, 2013.

3. **All other terms and conditions of the Agreement dated March 9, 2010, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

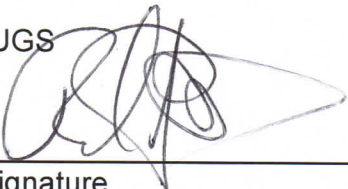
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ANCHOR DRUGS



Contractor's Signature

Date: 11-28-12

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BANETH'S PHARMACY (REGARDING WILLOW CLINIC)**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BANETH'S PHARMACY, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for pharmacy services to the patients of the Willow Clinic on March 9, 2010; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount payable under the Agreement by \$245,000, for a new maximum fiscal obligation of \$1,045,000, and to extend the term by three months to June 30, 2013.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, **Payments**, of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION FORTY-FIVE THOUSAND DOLLARS (\$1,045,000).

2. Paragraph 1 of Section 4, **Terms and Termination**, of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2010, through June 30, 2013.

3. **All other terms and conditions of the Agreement dated March 9, 2010, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BANETH'S PHARMACY



Contractor's Signature

Date: _____



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: November 13, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Lisa Mancini, Director, Aging and Adult Services

Subject: Increase to the Public Administrator Revolving Fund

RECOMMENDATION:

Adopt a Resolution authorizing the re-appropriation of \$75,000 in County General Fund to increase the Public Administrator Revolving Fund from \$20,000 to \$95,000

BACKGROUND:

Aging and Adult Services (AAS) administers a Public Administrator (PA) program, which serves the public by investigating and administering the estates of persons who die without a will or without an appropriate person willing to act as administrator. The PA's primary duties are to protect the decedent's property from waste, loss or theft; make appropriate burial arrangements; conduct thorough investigations to discover all assets; liquidate assets at public sale; distribute assets to heirs; pay the decedent's bills and taxes; locate persons entitled to inherit from the estate; and ensure that these heirs receive the inheritance.

The PA is often informed of decedent cases that need immediate attention in order to protect the estate. For example, there are many instances where a case is referred to the PA and mortgage payments or taxes are due before the PA has the ability/authority to liquidate assets to pay these debts.

In 1974, the District Attorney's Office established an account for the purpose of providing immediate funds for PA estates whose assets may be at risk. Disbursements from the account are expected to be fully reimbursed by the estates. The current amount of the account is \$20,000; this has not been increased since 1996.

DISCUSSION:

In FY 2011-12, your Board transferred the PA program from the District Attorney's Office to AAS. At the same time, the PA Trust Fund No. 03703, which holds the

\$20,000 Revolving Fund was transferred to AAS. Since acquiring the PA program, AAS has realized that the necessity for urgently needed funds is far greater than anticipated. Estates' mortgage payments, insurance premiums, taxes, utilities, etc., have risen considerably since the last increase to this account in 1996 due to the downturn in the economy and an increase in the caseload. Requests to use the fund are controlled, as it requires three levels of approval, and the fund is monitored for timely reimbursement on a monthly basis by AAS Administration.

AAS is requesting that your Board approve the transfer of \$75,000 in County General Funds from Services and Supplies in the AAS FY 2012-13 Adopted Budget to the PA revolving fund, thereby increasing the Revolving Fund from \$20,000 to \$95,000.

The Resolution has been reviewed and approved by County Counsel as to form.

FISCAL IMPACT:

The transfer of \$75,000 in County General Funds from Services and Supplies in the AAS FY 2012-13 Adopted Budget to the PA's Revolving Fund will have no net impact on the County General Fund.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING THE RE-APPROPRIATION OF \$75,000 IN COUNTY
GENERAL FUNDS TO INCREASE THE PUBLIC ADMINISTRATOR REVOLVING
FUND FROM \$20,000 TO \$95,000**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Aging and Adult Services (AAS) administers a Public Administrator (PA) program, which serves the public by investigating and administering the estates of persons who die without a will or lack an appropriate person willing to act as administrator; and

WHEREAS, the PA is often informed of decedent cases that need immediate attention in order to protect the estate; and

WHEREAS, since 1974 the PA, under the District Attorney's Office, had maintained an account for the provision of immediate funds for at-risk estates and all disbursements from the fund are expected to be fully reimbursed by the estates; and

WHEREAS, the original account was held within the District Attorney's Office, PA Trust No. 03703 and has not been increased since 1996; and

WHEREAS, on February 13, 2007, your Board adopted Resolution 68543 to increase the amount by \$30,000 from the County General Fund for an aggregate amount of \$50,000, but the additional funds were never appropriated to the account;

therefore, the total remained at \$20,000; and

WHEREAS, in FY 2011-12 AAS acquired the PA program and has determined that the urgently needed payments is far greater than anticipated; and

WHEREAS, this is especially true today due to increases in the costs of burials, taxes and insurance premiums, all of which have risen considerably. Without the availability of immediate funds, the PA will not have the flexibility to fulfill its obligations to safeguard and protect assets, particularly in cases involving imminent foreclosure, repossession, execution of liens, etc.; and

WHEREAS, AAS is requesting that your Board approve a re-appropriation of \$75,000 in existing County General Funds within the AAS FY 2012-13 Adopted Budget to increase the PA Revolving Fund from \$20,000 to \$95,000 to enable the PA to meet the immediate needs of protecting decedents' assets; and

WHEREAS, this Board has examined the recommendation and has approved it as to both form and content.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that \$75,000 in County General Funds be re-appropriated within the AAS FY 2012-13 Adopted Budget to increase the PA Revolving Fund from \$20,000 to \$95,000 for and on behalf of the County of San Mateo.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: September 13, 2012
Board Meeting Date: December 11, 2012
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Dean D. Peterson, P.E., REHS, Director, Environmental Health

Subject: Backflow Prevention Ordinance of the San Mateo County Ordinance Code

RECOMMENDATION:

Introduction of an Ordinance repealing and replacing Sections 4.72.010 through 4.72.130 and adding Sections 4.72.140 through 4.72.150 to Chapter 4.72 of Title 4 of the San Mateo County Ordinance Code relating to backflow prevention and waiver of reading the Ordinance in its entirety.

BACKGROUND:

The current Backflow Prevention Ordinance code was adopted in 1977. Environmental Health (EH) partnered with each of the water purveyors within the County to provide backflow prevention (cross-connection) program services. In 2007 several water purveyors in the County began to maintain their own service connection protection programs independently of EH.

DISCUSSION:

EH provides regulatory oversight to protect the public health and the environment.

The proposed Ordinance clarifies County authority and tester responsibilities, updates definitions, adds a requirement to replace devices with lead-free devices, requires timely reporting, mandates compliance with local plumbing and business codes, adds language clarifying the degree of hazard for each facility or facility type, and establishes performance standards and administrative enforcement parameters.

EH staff has notified the California Department of Public Health – Drinking Water Division, the American Water Works Association, all water purveyors, and registered backflow prevention testers within the County regarding this proposed Ordinance amendment. All public notification requirements have been met.

The Ordinance has been reviewed and approved by County Counsel as to form.

The proposed amendment contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by protecting public exposure to potential contamination of drinking water through backflow prevention. It is anticipated that 94% of permitted facilities will receive an annual inspection in FY 2012-13. These annual inspections help prevent and control illness related to the transmission of infection or contamination in food and water, and help prevent disease transmission and injury.

PERFORMANCE MEASURE(S):

| Measure | FY 2011-12 Actual | FY 2012-13 Projected |
|--|--------------------------|-----------------------------|
| Percent of permitted facilities receiving an annual inspection | 94% | 94% |

FISCAL IMPACT:

There is no Net County Cost.

ORDINANCE NO. _____
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

**ORDINANCE REPEALING AND REPLACING SECTIONS 4.72.010 THROUGH
4.72.130 AND ADDING SECTIONS 4.72.140 THROUGH 4.72.150 TO CHAPTER 4.72
OF TITLE 4 OF THE SAN MATEO COUNTY ORDINANCE CODE RELATING TO
BACKFLOW PREVENTION**

The Board of Supervisors of the County of San Mateo, State of California,
ORDAINS as follows:

SECTION 1. Sections 4.72.010 through 4.72.130 of Chapter 4.72 of Title 4 of the San Mateo County Ordinance Code are hereby repealed and replaced in their entirety with new Sections 4.72.010 through 4.72.130 to be entitled and to read as follows:

Sections:

- 4.72.010 – Purpose and authority.
- 4.72.020 – Responsibility for administration.
- 4.72.030 – Scope and application.
- 4.72.040 – Definitions.
- 4.72.050 – Maintenance of cross-connection prohibited.
- 4.72.060 – Correction of cross-connections.
- 4.72.070 – Tests of backflow prevention assemblies.
- 4.72.080 – Certified testers.
- 4.72.090 – Suspension or revocation of tester certification.
- 4.72.100 – Duty to maintain backflow prevention assemblies.
- 4.72.110 – Local laws and codes.
- 4.72.120 – Authority to inspect.
- 4.72.130 – Enforcement.
- 4.72.140 – Reclaimed, recycled or graywater systems.
- 4.72.150 – Sections found invalid.

4.72.010 – Purpose and authority.

The purpose of this Chapter is to ensure the health, safety, and general welfare of the County of San Mateo citizens through protecting the potable water supplies from contamination by establishing County requirements for backflow prevention complementary to those established by Group 4 of Chapter 5, of Title 17 of the California Code of Regulations. Sections 116800 and 116805 of California Health and Safety Code and section 7584 of Title 17 California Code of Regulations provide the County authority to implement this backflow prevention

program, also known as a cross-connection control program, which is described in this Chapter.

4.72.020 – Responsibility for administration.

This chapter shall be administered and enforced by the Director of Environmental Health Division or his designee (hereinafter “Environmental Health”), on behalf of the County Health Officer.

4.72.030 – Scope and application.

Backflow prevention requirements imposed by Title 17 California Code of Regulations and this Chapter, and fees as set forth in San Mateo County Ordinance Code section 5.64.070, shall apply to all facilities (businesses, dwellings, activities and piping systems of whatever sort) within the water supplier service areas of water suppliers that have entered into an agreement with the County of San Mateo for backflow prevention and enforcement. Pursuant to section 116800 of California Health and Safety Code, this Chapter also applies within all water users' premises within the County of San Mateo, where public exposure to drinking water contaminated by backflow may occur.

4.72.040 – Definitions.

- (a) “Certified tester” is a certified backflow prevention assembly tester who meets all requirements specified in section 4.72.080 of this chapter and is approved to test backflow prevention assemblies that are included in San Mateo County’s Cross-Connection Control Program.
- (b) “Cross-Connection” means an unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or other assemblies through which backflow could occur, shall be considered to be cross-connections.
- (c) For the purposes of this Chapter, “Double Check Valve Assembly (DC)” shall have the same meaning as defined in section 7583 of Title 17 California Code of Regulations.
- (d) For the purposes of this Chapter, “Double Check Detector Assembly (DCDA)” shall have the same meaning as defined in the most recent edition of the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, Manual of Cross-Connection Control.
- (e) “Graywater” means untreated wastewater that has not been contaminated by

- any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers.
- (f) "Inspection Tag" means a current-calendar-year backflow tag purchased from Environmental Health, at a fee as set forth in San Mateo County Ordinance Code section 5.64.070.
- (g) For the purposes of this Chapter, "Lead Free" shall have the same meaning as defined in section 116875 of California Health and Safety Code.
- (h) For the purposes of this Chapter, "Pressure Vacuum Breaker Backsiphonage Prevention Assembly (PVB)" shall have the same meaning as defined in the most recent edition of the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, Manual of Cross-Connection Control.
- (i) "Reclaimed Water" is a wastewater, which as a result of treatment, is suitable for uses other than potable use.
- (j) "Recycled Water" means water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur and is therefore considered a valuable resource.
- (k) For the purposes of this Chapter, "Reduced Pressure Principle Backflow Prevention Assembly (RP)" shall have the same meaning as defined in the most recent edition of the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, Manual of Cross-Connection Control.
- (l) For the purposes of this Chapter, "Reduced Pressure Principle Detector Assembly (RPDA)" shall have the same meaning as defined in the most recent edition of the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, Manual of Cross-Connection Control.
- (m) For the purposes of this Chapter, "Spill-Resistant Pressure Vacuum Breaker Backsiphonage Prevention Assembly (SVB)" shall have the same meaning as defined in the most recent edition of the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, Manual of Cross-Connection Control.
- (n) For the purposes of this Chapter, "User Connection" shall have the same

meaning as defined in section 7583 of Title 17 California Code of Regulations.

(o) For the purposes of this Chapter, “Water Supplier” shall have the same meaning as defined in section 7583 of Title 17 California Code of Regulations.

(p) For the purposes of this Chapter, “Water User” shall have the same meaning as defined in section 7583 of Title 17 California Code of Regulations.

4.72.050 – Maintenance of cross-connection prohibited.

It shall be unlawful for any person to have, keep, maintain, install, or allow the existence of a cross-connection.

4.72.060 – Correction of cross-connections.

Any assembly installed for the purpose of eliminating a cross-connection shall conform to State law and this Chapter. Only backflow prevention assemblies tested and approved by University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research (USC), or equivalent certification as determined by Environmental Health, at or before the time of installation, shall be approved for use under this Chapter, and shall be installed as indicated by USC and under permit from the local building official.

4.72.070 – Tests of backflow prevention assemblies.

All testable backflow prevention assemblies, including but not limited to double check valve assemblies, double check detector assemblies, reduced pressure principle backflow prevention assemblies, reduced pressure principle detector assemblies, pressure vacuum breaker backsiphonage prevention assemblies, and spill-resistant pressure vacuum breaker backsiphonage prevention assemblies which have been installed to meet the requirements of Title 17 of the California Code of Regulations and this Chapter shall be tested when initially installed and at least once each year thereafter. The annual re-test must occur within thirty (30) days of the established anniversary date for the assembly, but never less than once every 395 days, by a person certified pursuant to section 4.72.080 of this Chapter. Records of such tests shall be filed with Environmental Health within ten (10) days after such tests. Records shall be on forms provided by, or by mechanism specified by Environmental Health, or on a similar form that includes all the same equivalent data as determined by Environmental Health.

Testable backflow prevention assemblies shall be tested using current USC test procedures as recognized by Environmental Health. When a backflow prevention assembly is inspected and has passed the testing procedure, the certified tester shall immediately affix a numbered inspection tag to the assembly.

When a backflow prevention assembly fails the testing procedure, the certified tester shall immediately affix a "Failed" inspection tag to the assembly. Records of failed assembly tests shall be filed with Environmental Health within ten (10) days. The "Failed" inspection tag shall remain affixed to the assembly until the assembly is repaired, has passed the testing procedures and has been affixed with a numbered inspection tag. Pursuant to section 116875 of California Health and Safety Code, any failed assembly that is not "lead free", that is not specifically exempted by section 116875, must be replaced with an approved "lead free" assembly rather than being repaired.

4.72.080 – Certified testers.

No person shall test and/or make reports on backflow prevention assemblies unless he or she possesses a current certification issued by Environmental Health as follows:

- (a) Environmental Health shall certify any applicant who demonstrates competence to test and make reports on backflow prevention assemblies in compliance with the requirements of Title 17 of the California Code of Regulations and this Chapter, and who submits an initial tester examination fee and a payment of an annual certification fee as set forth in San Mateo County Ordinance Code section 5.64.070. Applicants shall demonstrate such competence by all of the following.
 - (1) Presenting a current valid certificate as a Backflow Prevention Tester issued by the California – Nevada Section of the American Water Works Association (CA-NV AWWA) or equivalent certification as determined by Environmental Health.
 - (2) Undertaking and passing an examination administered by Environmental Health. Any such certificate holder may be required to undergo additional training, reexamination, other demonstration of competency or any combination thereof, as may be deemed necessary by Environmental Health.
- (b) Tester certification may be renewed annually by payment of the annual certification fee. Payment must be made before expiration of certification. Proof of current CA-NV AWWA or equivalent certificate must be submitted to Environmental Health with the fee. If there is any lapse in certification, Environmental Health may require the tester to undergo re-examination, additional training, other demonstration of competency, or any combination thereof prior to re-certification.

Certified testers are solely responsible to comply with applicable municipal requirements for additional permits or licenses (i.e., local business license, plumbing permit, etc.) to test or repair backflow prevention assemblies within that local jurisdiction.

4.72.090 – Suspension or Revocation of Tester Certification.

- (a) Reasons. Tester Certification by Environmental Health may be suspended or revoked upon any of the following grounds:
 - (1) A tester is no longer in possession of current and valid certificate as a Backflow Prevention Tester issued by the CA-NV AWWA or equivalent certification as determined by Environmental Health.
 - (2) Environmental Health determines that a material misrepresentation was included by the tester on the initial or renewal application for tester certification by Environmental Health.
 - (3) Environmental Health determines that the tester, in the performance of a test required by this Chapter, commits an act that may pose a threat to public health and safety.
- (b) Procedures. Written notice of the suspension or revocation shall be served on the certified tester by certified mail with description of the violation and supporting facts. The notice shall contain an advertisement of the right to request an appeal hearing before the Director of Environmental Health or his designee.
- (c) Time Period of Suspension of Tester Certification. Environmental Health staff may suspend a tester certification for a period between five (5) days and the end of the certification term, at his/her discretion.
- (d) Effective Date of Suspension or Revocation. Suspension or revocation issued pursuant to subsection (b) will be effective ten (10) calendar days from the date appearing on the written notice, unless a timely appeal is filed in accordance with subsection (e).
- (e) Appeal.
 - (1) The decision of Environmental Health staff is appealable to the Director of Environmental Health or his designee.
 - (2) An appeal must be in writing, and be hand-delivered or mailed to the Director of Environmental Health.
 - (3) An appeal must be received by the Director of Environmental Health on or before the effective date of suspension or revocation provided by subsection (d).
 - (4) The filing of a timely appeal will stay a suspension or revocation pending a decision on the appeal by the Director of Environmental Health or his

designee.

- (5) A hearing shall be scheduled within thirty (30) days unless an extension is authorized by the appellant.
- (6) The decision of the Director of Environmental Health or his designee shall be a final administrative order, with no further administrative right of appeal.
- (f) Reapplication. No reapplication will be accepted within six (6) months after a tester certification is revoked.
- (g) Evidence. The following rules shall apply to any hearing required by this chapter. All parties involved shall have the right to offer testimonial, documentary, and tangible evidence bearing on the issues, to be represented by counsel, and to confront and cross-examine witnesses. Any relevant evidence may be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Formal rules of discovery do not apply to proceedings governed by this chapter. Unless otherwise specifically prohibited by law, the burden of proof is on the certified tester in any hearing or other matter under this chapter.

4.72.100 – Duty to maintain backflow prevention assemblies.

It shall be unlawful to use any backflow prevention assembly required by Title 17 of the California Code of Regulations and this Chapter unless such assembly is in good repair. Assemblies which are found not to be in good repair shall be repaired and re-tested as described in section 4.72.070 of this chapter, immediately upon discovery. A report thereof shall be filed with Environmental Health within ten (10) days after such test.

4.72.110 – Local laws and codes.

Nothing in this chapter shall exempt any person from compliance with applicable requirements of any local laws and codes, including but not limited to local plumbing and business codes.

4.72.120 – Authority to inspect.

All facilities shall be available for inspection by Environmental Health to determine if protection of the public water supply is required. The frequency of inspection shall be determined by the degree of hazard determined for each facility or facility type. Costs incurred by Environmental Health for these inspections shall be paid by the facility owner at the rates set forth in San Mateo County Ordinance code section 5.64.070.

4.72.130 – Enforcement.

Environmental Health shall have the authority to enforce this chapter as follows.

- (1) Environmental Health may require a water purveyor to discontinue water service to any facility wherein violations of this Chapter exist.
- (2) Any person who violates any provision of this Chapter, or bypasses or renders inoperative any backflow prevention assembly installed under the provisions of this Chapter may, in addition to other penalties provided by law and this Chapter, shall be subject to discontinuance of water service. Water service shall not again be reinstated until such violations have been corrected as determined by Environmental Health. Costs incurred by Environmental Health for inspections shall be paid by the facility owner at the rates set forth in San Mateo County Ordinance code section 5.64.070.
- (3) Pursuant to section 116820 of California Health and Safety Code, any person who violates any provision of Article 2 of Chapter 5 of Part 12 of Division 104 of the California Health & Safety Code, violates any order of Environmental Health pursuant to this article, or knowingly files a false statement or report required by Environmental Health pursuant to this article is guilty of a misdemeanor punishable by a fine not exceeding five hundred dollars (\$500) or by imprisonment not exceeding 30 days in the county jail or by both such fine and imprisonment. Each day of a violation of any provision of Article 2 or of any order of Environmental Health beyond the time stated for compliance of the order shall be a separate offense.
- (4) Administrative fines.
 - (a) Violations. Upon a finding by Environmental Health that a person has violated any provision of this Chapter, directive of Environmental Health made pursuant to this Chapter, knowingly filed a false statement or report required pursuant to this Chapter, or by bypassing or rendering inoperative any backflow prevention assembly installed under the provisions of this Chapter, Environmental Health may issue an administrative order requiring that the violation be corrected and may issue an administrative fine of up to five hundred dollars (\$500).
 - (b) Separate Violations. Each day of a violation as described in subsection (a) shall constitute a separate violation.
 - (c) Fine Procedures. Notice of the fine shall be served by certified mail with description of the violation and supporting facts. The notice shall contain an advertisement of the right to request a hearing before the Director of Environmental Health or his designee contesting the imposition of the fine.
 - (d) Appeals. Appeals must be requested in writing, and shall provide facts disputing the violation. Appeals must be addressed to the Director of

Environmental Health, and must be received within ten (10) days of the date appearing on the notice of the fine. The decision of the Director of Environmental Health shall be provided by certified mail. The decision will constitute a final administrative order with no additional administrative right of appeal.

- (e) Failure to Pay Fine. If said fine is not paid within thirty (30) days from the date appearing on the notice of the fine or the notice of determination from the Director of Environmental Health after the appeal hearing, the fine may be referred to a collection agency within or external to the County. In addition, any outstanding fines must be paid prior to the issuance or renewal of any registration or certification.

SECTION 2. Sections 4.72.140 through 4.72.150 are added to Chapter 4.72 of Title 4 of the San Mateo County Ordinance Code and shall be entitled and read as follows:

4.72.140 – Reclaimed, recycled or graywater systems.

Environmental Health must be notified in writing of any water system or facility, including residences, intending to use reclaimed water, recycled water or graywater, prior to installation of any such system or piping. All components of graywater systems must be designed and installed in accordance with California or local Plumbing Code.

4.72.150 – Sections found invalid.

If any provision, clause, section, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid, such validity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this section are declared to be severable.

SECTION 3. This Ordinance shall be effective thirty (30) days from the passage date thereof.

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COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: November 8, 2012
Board Meeting Date: December 11, 2012
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health and Recovery Services
Subject: Introduction to a Salary Ordinance

RECOMMENDATION:

Introduction of an ordinance amending the Master Salary Ordinance and waiver of reading the ordinance in its entirety.

BACKGROUND:

For the past several years, there has been a shortage of adult and child psychiatrists in California and in the nation, making it difficult to fill staff positions. Although BHRS reaches out to psychiatrists in an effort to fill positions, the psychiatrists have previously been unwilling to accept staff positions, opting to contract with BHRS instead. Recently, BHRS has identified two psychiatrists that are now willing to enter into employment. BHRS seeks to stabilize its staffing of psychiatrists and promote retention through employment. Employees can often more easily facilitate the coordination of care, and have greater access to the electronic records and prescribing system.

DISCUSSION:

BHRS proposes to increase the Physician Series by two (2) positions.

Action: Add: Two (2) positions of F122S, Physician Series
Biweekly salary \$5,481.60 - \$7,275.20
Approximate monthly salary \$11,877 - \$15,763

Explanation: This change represents an estimated annual salary and benefits increase of \$429,589. BHRS will have a corresponding annual decrease in contracted psychiatry services of \$396,068, resulting in a net annualized increase in costs of \$33,521. BHRS will terminate two contracts for psychiatry

services in conjunction with the addition of these two positions. For FY 2012-13 there will be an increase in cost of \$16,760.

At the time that the positions are filled, any contract between the County and the psychiatrists for services would be cancelled. The funding that would have been available for contract services will be available to offset the costs the salaries and benefits.

This Ordinance has been reviewed and approved by the County Counsel.

The proposed Salary Ordinance Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing in-house psychiatry services for clients. BHRS provides a range of services to promote wellness and recovery and to support consumers remaining in the lowest possible level of care. The provision of mental health program services is one established level of care. The services provided contribute to this measure. It is anticipated that 87% of clients who receive services will be maintained at a current or lower level of care.

PERFORMANCE MEASURE(S):

| Measure | FY 2011-12 Actual | FY 2012-13 Projected |
|---|--------------------------|-----------------------------|
| Percentage of clients maintained at a current or lower level of care. | 87% | 87% |

FISCAL IMPACT:

This action will result in a net increase in costs for psychiatry services for FY 2012-13 of \$16,760. The increase will be funded through savings from contracted psychiatry services. The total projected FY 2012-13 combined contract and salary and benefit costs for these services is \$412,829. These costs will be funded by \$75,701 of Federal Financial Participation, \$45,421 from 2011 Realignment for Early Periodic Screening, Diagnosis and Treatment (EPSDT), \$67,050 from local schools, \$38,240 through private insurance and \$56,644 through 1991 Realignment. These costs and revenue are included in the BHRS FY 2012-13 Adopted Budget and will be included in the BHRS FY 2013-14 Recommended Budget. There is no Net County Cost.

ORDINANCE NO.
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

AN ORDINANCE AMENDING ORDINANCE NUMBER 04629

The Board of Supervisors of the County of San Mateo, State of California,
ordains as follows:

SECTION 1. Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 61000 BEHAVIORAL HEALTH AND RECOVERY

1. Item F122S, Physician Series is increased by 2 positions for a new total of 25 positions.

SECTION 2. The changes in this ordinance are effective at the start of the first pay period thirty days following adoption.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: November 1, 2012
Board Meeting Date: December 11, 2012
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
Dean D. Peterson, P.E., REHS, Director, Environmental Health

Subject: Recommended Revision to the Salary Ordinance

RECOMMENDATION:

Introduction of an Ordinance amending Ordinance number 04629 and waiver of reading the Ordinance in its entirety.

BACKGROUND:

The Food and Public Pool Inspection Programs consist of one Environmental Health Program Supervisor with 18 direct reports. The Program Supervisor is responsible for overseeing development, implementation, auditing, and maintenance of the programs. The proposed Salary Ordinance Amendment will delete a vacant Environmental Health Specialist position and add an Environmental Health Program Supervisor position for the Food Program thus reducing the span of control.

DISCUSSION:

A number of changes in State and local law have required Environmental Health (EH) to develop and implement new programs such as the Cottage Food Industry, menu labeling, and other nutritional and environmental goals. These changes coupled with recent findings and expectations by the Civil Grand Jury for both pool and food programs, reveal that the current span of control and structure greatly restrict EH's ability to effectively supervise and manage these two programs at a level that is fully protective of public health.

The Public Pool Program and one (1) Environmental Health Specialist IV position will move under an existing water program supervisor increasing that span of control from eight (8) to nine (9).

The existing food program supervisor will supervise three (3) Environmental Health Specialist IV positions and one (1) Environmental Health Technician position. In

addition, this supervisor will manage emerging issues and focus on program development within the Food Program.

The proposed Food Program Supervisor will supervise the remaining thirteen (13) Environmental Health Specialist I/II/III positions and will be responsible for program implementation, audits and standardization of field staff. The addition of a supervisor will enable EH to move the Food Program forward technologically and conduct essential audits and standardization. San Mateo County has historically had one of the top food inspection programs in the Bay Area and this reorganization will allow us to continue a program of excellence.

Action: Delete: One position of J048S, Environmental Health Specialist Series
Biweekly Salary: \$2,740.80 - \$3,426.40
Approximate Monthly Salary: \$5,938.00 - \$7,424.00

Add: One position of J007, Environmental Health Program Supervisor-E
Biweekly Salary: \$3,320.00 - \$4150.40
Approximate Monthly Salary: \$7,193.00 - \$8,993.00

The Ordinance has been reviewed and approved by County Counsel as to form.

The proposed amendment contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by insuring that EH has staff with the skills necessary to provide exceptional service to the community. It is anticipated that 94% of permitted facilities will receive an annual inspection in FY 2012-13. These annual inspections help prevent and control illness related to the transmission of infection or contamination in food and water, and help prevent disease transmission and injury.

PERFORMANCE MEASURE(S):

| Measure | FY 2011-12 Actual | FY 2012-13 Projected |
|--|------------------------------|---------------------------------|
| Percent of permitted facilities receiving an annual inspection | 94% | 94% |

FISCAL IMPACT:

The action presented in this Amendment represents an estimated annual cost increase of \$24,000. Salary savings from vacant positions offset the increased cost in the FY 2012-13. A revision to the fee Ordinance is being developed for 2013-14 and will include recovery of the increased program cost in future years. There is no Net County Cost.

ORDINANCE NO. _____
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

AN ORDINANCE AMENDING ORDINANCE NUMBER 04629

The Board of Supervisors of the County of San Mateo, State of California,

ORDAINS as follows:

SECTION 1. Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 59000 ENVIRONMENTAL HEALTH

1. Item J048S, Environmental Health Specialist Series is decreased by 1 position for a new total of 18 positions.
2. Item J007, Environmental Health Program Supervisor - E is increased by 1 position for a new total of 6 positions.

SECTION 2. The changes in this Ordinance are effective at the start of the first pay period 30 days following adoption.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: December 3, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Donna Vaillancourt, Director, Human Resources Department
Scott Johnson, Risk Manager

Subject: Disposition of Claims Filed Against County

RECOMMENDATION:

Report recommending the denial of claims (Non-culpable)

BACKGROUND:

Under authority of section 2.10.070 of the Ordinance Code, the County Manager has designated the Director to process claims filed against the County. Further investigation may indicate justification for payment by the County. If so, payment will be made under the authority of the Risk Manager or will be brought back to the Board.

DISCUSSION:

The Risk Management Division has reviewed these claims and recommends that you take the following action.

| <u>Claim #</u> | <u>Claimant</u> | <u>Recommended Board</u> |
|-----------------------|--|---------------------------------|
| G11-096 | Claims recommended for denial: Adams, Mark | 5/2/12 Non-culpable |
| | Claimant alleges damages due to fraudulent and misleading statements that have caused damage to his character. | |
| G12-016 | Lafferty, Mark Robert | 11/4/12 Non-culpable |
| | Claimant alleges lost personal property upon his transportation to San Mateo County jail. | |

| <u>Claim #</u> | <u>Claimant</u> | <u>Recommended Board</u> | |
|-----------------------|---|---------------------------------|--------------|
| A12-006 | Niua, Silika Claimant alleges damages and injuries while a passenger in a vehicle that was rear ended by a County car. | 7/18/12 | Non-culpable |
| G12-014 | St. James, Phillip D. Claimant alleges damages by a Sheriff's Office employee resulting in his eviction proceedings. | 9/9/12 | Non-culpable |
| M12-017 | Wheeler, Jasmine Claimant alleges lost personal property while in the lobby of the County Mental Health at 1950 Alameda De Las Pulgas. | 11/1/12 | Non-culpable |

Careful consideration of these claims contributes to the Shared Vision 2025 outcome of a Collaborative Community by ensuring fair and equitable handling of all claims while conserving financial resources and protecting assets.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: December 3, 2012
Board Meeting Date: December 11, 2012
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Donna Vaillancourt, Human Resources Director
Subject: Recommended Revision to the Salary Ordinance

RECOMMENDATION:

Introduction of an ordinance amending Ordinance 04629 increasing the County Manager's salary and waiver of reading the ordinance in its entirety.

BACKGROUND:

On November 20, 2012, the Board voted unanimously to appoint John L. Maltbie as County Manager for a four year term beginning December 23, 2012, through December 22, 2016, contingent on the execution of an agreement being presented to the Board on December 11, 2012.

To ensure that the County continues to offer a competitive salary to its County Manager, Human Resources conducted a salary survey of comparable jurisdictions. Results of the survey determined that the County Manager salary is behind its counterparts by over 11%.

DISCUSSION:

The salary ordinance change herein represents the addition of 11% to the base pay. This adjustment will align the position's salary with comparable positions in similar jurisdictions.

This change contributes to the Shared Vision 2025 outcome of a Collaborative Community by ensuring that departments have leaders that have the skills necessary to perform the work and allow departments to provide exceptional service to the community.

FISCAL IMPACT:

The action represents an estimated monthly salary and benefits cost of \$2,480.83 or an estimated annual cost of \$29,770.

ORDINANCE NO.
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

AN ORDINANCE AMENDING ORDINANCE NUMBER 04629, INCREASING THE
COUNTY MANAGER'S SALARY

The Board of Supervisors of the County of San Mateo, State of California,
ordains as follows:

SECTION 1. Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 12000 COUNTY MANAGER'S OFFICE

1. The Salary for Item B207, County Manager – Unclassified, is changed to range 14423.

SECTION 2. The salary increase provided for in this ordinance shall be payable retroactive to December 23, 2012.

SECTION 3. This Ordinance shall take effect immediately upon the date of final passage.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources



Date: November 8, 2012
Board Meeting Date: December 11, 2012
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Donna Vaillancourt, Human Resources Director

Subject: Recommended Revision to the Salary Ordinance in its entirety.

RECOMMENDATION:

Introduction of an ordinance amending the salary ordinance to reflect the deletion of two positions, addition of eight positions, and reclassification of one position; and accepting the report on the total number of positions in the County and waiver of reading the ordinance in its entirety.

BACKGROUND:

Each year following budget deliberations your Board adopts the annual salary ordinance. The ordinance enacts the decisions made during budget hearings concerning the number of positions in the County. Throughout the year, because of changes in the operating needs of departments, salary ordinance amendments are recommended that make adjustments to department staffing configurations.

DISCUSSION:

The salary ordinance changes herein represent the:

- deletion of two positions;
- addition of eight positions; and
- reclassification of one position.

These actions were approved for study by the County Manager's Office and the amendment has been reviewed and approved by the County Counsel's Office.

These changes contribute to the Shared Vision 2025 outcome of a Collaborative Community by ensuring that departments have staff with the skills necessary to perform the work and allow departments to provide exceptional service to the community.

The specific actions are discussed in detail below.

ORGANIZATION 30000 SHERIFF'S OFFICE

Action: Add: Four positions of H058S, Sheriff's Correctional Officer Series
Biweekly Salary: \$2,662.40 - \$3,328.00
Approximate Monthly Salary: \$5,769.00 - \$7,211.00

Action: Add: One position of E375, Legal Office Specialist
Biweekly Salary: \$1,860.80 - \$2,326.40
Approximate Monthly Salary: \$4,032.00 - \$5,041.00

Action: Add: One position of D184S, Management Analyst Series
Biweekly Salary: \$1,860.80 - \$2,326.40
Approximate Monthly Salary: \$4,032.00 - \$5,041.00

Explanation: This is the addition of four Sheriff's Correctional Officer Series, one Legal Office Specialist and one Management Analyst Series positions which would be allocated to jail planning efforts. This action represents no salary and benefits cost as funding has already been included in the FY 2012-2013 Adopted Budget. The total number of authorized positions is increased by six.

ORGANIZATION 55500 HEALTH POLICY AND PLANNING

Action: Delete: One position of N041, Graphics Specialist
Biweekly Salary: \$2,012.00 - \$2,515.20
Approximate Monthly Salary: \$4,360.00 - \$5,450.00

Add: One position of V238, Senior Graphics Specialist
Biweekly Salary: \$2,451.20 - \$3,064.00
Approximate Monthly Salary: \$5,311.00 - \$6,639.00

Explanation: This is the deletion of one vacant Graphics Specialist position and the addition of a Senior Graphics Specialist position. The duties and responsibilities of this vacant position are more appropriately aligned with the senior level position. This action represents a monthly salary and benefits cost of \$1,629. There is no change in the total number of authorized positions.

ORGANIZATION 61000 BEHAVIORAL HEALTH AND RECOVERY

Action: Delete: One position of E420, Medical Office Specialist
Biweekly Salary: \$1,787.20 - \$2,233.60
Approximate Monthly Salary: \$3,873.00 - \$4,840.00

Add: One position of E416S, Medical Office Assistant Series
Biweekly Salary: \$1,541.60 - \$1,927.20
Approximate Monthly Salary: \$3,340.00 - \$4,176.00

Explanation: This is the deletion of one vacant Medical Office Specialist position and the addition of a Medical Office Assistant Series position. The duties and responsibilities of this vacant position are more appropriately aligned with the Medical Office Assistant classification. This action represents a monthly salary and benefits savings of \$910. There is no change in the total number of authorized positions.

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

Action: Reclassify: One position of E415, Patient Services Supervisor-E
Biweekly Salary: \$2,256.00 - \$2,820.00
Approximate Monthly Salary: \$4,888.00 - \$6,111.00

To: One position of E486, Health Benefits Supervisor
Biweekly Salary: \$2, 550.40 - \$3,188.00
Approximate Monthly Salary: \$5,526.00 - \$6,908.00

Explanation: This is the reclassification of one filled Patient Services Supervisor - E position to Health Benefits Supervisor. A classification study determined that the duties and responsibilities of this position are more appropriately aligned with the Health Benefits Supervisor classification. This action represents a monthly salary and benefits cost of \$1,092. There is no change in the total number of authorized positions.

FISCAL IMPACT:

The actions presented in this amendment represent an estimated monthly salary and benefits cost of \$1,811 or an estimated annual cost of \$21,732.

ORDINANCE NO.
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

AN ORDINANCE AMENDING ORDINANCE NUMBER 04629

The Board of Supervisors of the County of San Mateo, State of California,
ordains as follows:

SECTION 1. Part 13 of the Ordinance is amended as indicated:

ORGANIZATION 30000 SHERIFF'S OFFICE

1. Item H058S, Sheriff's Correctional Officer Series is increased by 4 positions for a new total of 115 positions.
2. Item E375, Legal Office Specialist is increased by 1 position for a new total of 34 positions.
3. Item D184S, Management Analyst Series is increased by 1 position for a new total of 9 positions.

ORGANIZATION 55500 HEALTH POLICY AND PLANNING

1. Item N041, Graphics Specialist is decreased by 1 position for a new total of 0 positions.
2. Item V238, Senior Graphics Specialist is increased by 1 position for a new total of 1 position.

ORGANIZATION 61000 BEHAVIORAL HEALTH AND RECOVERY

1. Item E420, Medical Office Specialist is decreased by 1 position for a new total of 10 positions.
2. Item E416S, Medical Office Assistant Series is increased by 1 position for a new total of 8 positions.

ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. Item E415, Patient Services Supervisor - E is decreased by 1 position for a new total of 15 positions.
2. Item E486, Health Benefits Supervisor is increased by 1 position for a new total of 1 position.

SECTION 2. The changes in Section 1, Organization 30000, Items 1, 2 and are effective at the start of the first pay period days following adoption. The changes in Section 1, Organization 66000, Items 1 and 2 are effective retroactive to July 7, 2012. All other changes in this ordinance are effective at the start of the first pay period thirty days following adoption.

ORDINANCE NO.
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

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ORGANIZATION 66000 SAN MATEO MEDICAL CENTER

1. Item E415, Patient Services Supervisor - E is decreased by 1 position for a new total of 15 positions.
2. Item E486, Health Benefits Supervisor is increased by 1 position for a new total of 1 position.

SECTION 2. The changes in Section 1, Organization 30000, Items 1, 2 and are effective at the start of the first pay period following adoption. The changes in Section 1, Organization 66000, Items 1 and 2 are effective retroactive to July 7, 2012. All other changes in this ordinance are effective at the start of the first pay period thirty days following adoption.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency



Date: November 30, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Beverly Beasley Johnson, JD, Director, Human Services Agency

Subject: Third Amendment to the Agreement with Sitike Counseling Center

RECOMMENDATION:

Adopt a Resolution authorizing an Amendment to the Agreement with Sitike Counseling Center to continue providing court-ordered alcohol/drug testing and alcohol and other drug assessments, increasing the amount by \$70,000 to \$167,000.

BACKGROUND:

On May 13, 2010, the County Manager's Office approved an Agreement in the amount of \$72,000 with Sitike Counseling Center to provide alcohol/drug testing. Sitike has been providing court-ordered drug testing services for Children and Family Services (CFS) for several years. Sitike also provides Alcohol and Other Drug (AOD) assessment services at their North County facility. They provide these services on a schedule that is flexible and convenient to the families. The staff is well-trained and experienced to work with the population we serve.

On May 2, 2011, the County Manager's Office approved Change Order Number 1 for Sitike Counseling Center to add AOD assessment services. AOD assessments had previously been conducted by San Mateo County Behavioral Health Recovery Services (BHRS), however, due to budget cuts and restructuring within BHRS, they are unable to continue providing this service for CFS.

Change Order Number 1 allowed Sitike to conduct Alcohol and Other Drug (AOD) assessment services, in addition to drug testing and outpatient treatment services already provided for CFS clients. The funding and term of this contract remained unchanged. It was expected that the current funding level would be sufficient to cover all service costs.

On January 20, 2012, the County Manager's Office further approved Change Order Number 2 to add funds in the amount of \$25,000 bringing the total Agreement amount to \$97,000 as the demands for the services were increased.

DISCUSSION:

This Third Amendment adds funds to the Agreement in the amount of \$70,000 bringing the total Agreement now to \$167,000 to pay for outstanding invoices and to continue services until the end of the Agreement term, June 30, 2013. For the last twelve months, CFS saw a 33% increase in referrals and 15% increase in the continuing service cases. The Human Services Agency will be conducting a Request for Proposal (RFP) for FY 2013-14 services.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. County Counsel has reviewed and approved the Amendment and Resolution as to form and the Contractor meets insurance certification requirement.

Approval of this Amendment contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing alcohol and drug testing screens for parents of children that are in the Child Welfare System to keep families healthy and safe. It is anticipated that 80% of clients who were randomly tested will remain clean and sober for 18 months and the children will not re-enter the system.

PERFORMANCE MEASURE(S):

| Measure | FY 2012-13 Actual | FY 2013-14 Projected |
|---|--------------------------|-----------------------------|
| Percent of clients needing random testing will remain clean and sober for 18 months | 80%* | N/A |
| Percent of parents with substance abuse issues will be able to reunify with their children within 12 months | 60%* | N/A |

Drug testing is a tool which helps Social Workers continuously assesses parents' protective capacity about safety caring for their children and elicits use of substance which could pose safety and risk issues to the children.

FISCAL IMPACT:

The term of this Third Amendment to the Agreement remains the same, July 1, 2010 through June 30, 2013. The amended amount is \$70,000, of which 70% or \$49,000 is funded through State Realignment and Federal funding and 30% or \$21,000 is Net County Cost. This appropriation has been included in the FY 2012-13 Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH SITIKE COUNSELING CENTER TO CONTINUE PROVIDING COURT-ORDERED ALCOHOL/DRUG TESTING AND ALCOHOL AND OTHER DRUG ASSESSMENTS, INCREASING THE AMOUNT BY \$70,000 TO \$167,000

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, this Third Amendment to the Agreement with Sitike Counseling Center agrees to provide court mandated alcohol/drug testing for clients referred by Children and Family Services (CFS) Social Workers and Alcohol and Other Drug (AOD) assessment services by adding funds in the amount of \$70,000 for a new total of \$167,000 and the term remains the same, July 1, 2010 through June 30, 2013; and

WHEREAS, on May 13, 2010, May 2, 2011 and January 20, 2012 subsequent Amendments were approved to add funds in the amount of \$97,000 for the provision of continued drug testing and AOD assessment services; and

WHEREAS, for the last twelve months, CFS saw a 33% increase in referrals and 15% increase in the continuing service case; and

WHEREAS, the Board has determined that it is in the County's best interest to enter into this Third Amendment as Sitike Counseling Center was one of only two providers that expressed an interest in providing these services; and because Sitike has

successfully met the court's demands by providing this service to the families served by Children and Family Services. Sitike has the expertise and experience to conduct drug testing to our target population and has worked closely and collaboratively with the Human Services Agency (HSA) on improving the effectiveness of drug testing; and

WHEREAS, this Board has been presented with a form of such Third Amendment to the Agreement and has examined and approved it as to both form and content and desires to enter into the same.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that:

A. The President of this Board of Supervisors be, and is hereby authorized and directed to execute said Third Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

B. The Director of the Human Services Agency or the Director's designee shall be authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SIITIKE COUNSELING CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SIITIKE COUNSELING CENTER, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the provision of alcohol/drug testing services on May 13, 2010, in the amount of \$72,000 for the term of July 1, 2010 through June 30, 2013; and

WHEREAS, the parties amended the Agreement to add Alcohol and Other Drug (AOD) assessment services on May 2, 2011, the amount and the term of the Agreement remained the same; and

WHEREAS, the parties further amended the Agreement to add funds to continue alcohol/drug testing and AOD assessment services on January 20, 2012, in the amount of \$25,000 for a total of \$97,000, the term remained the same; and

WHEREAS, the parties wish to amend the Agreement the third time to add funds in the amount of \$70,000 bringing the total to \$167,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows:

Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **ONE HUNDRED SIXTY SEVEN THOUSAND DOLLARS, (\$167,000)**

2. Section 18 is added to the agreement to read as follows:

Compliance with Contractor Employee Jury Service Ordinance: Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

3. All other terms and conditions of the Agreement dated **May 13, 2010, May 2, 2011 and January 20, 2012**, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

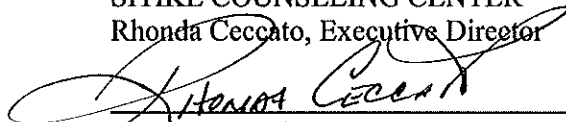
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SITIKE COUNSELING CENTER
Rhonda Ceccato, Executive Director



Contractor's Signature

Date: 12/6/12



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Public Works and Parks and
Planning and Building Departments



Date: November 30, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: James C. Porter, Public Works and Parks Director
Jim Eggemeyer, Community Development Director

Subject: Adoption of a Resolution for a Complete Streets Policy for unincorporated San Mateo County.

County File Number: PLN 2012-00335

RECOMMENDATION:

Adopt a Resolution approving a Complete Streets Policy for unincorporated San Mateo County.

BACKGROUND:

The Metropolitan Transportation Commission (MTC), which is the Bay Area's regional transportation and funding agency, administers the One Bay Area Grant (OBAG) program. The OBAG program is a four-year funding approach that integrates the region's federal transportation funding program with California's climate law and MTC's Sustainable Communities Strategy. MTC is requiring partnership jurisdictions, which include San Mateo County, to adopt a Complete Streets Resolution approved by their Board of Supervisors by January 31, 2013, in order to remain eligible for the current round of OBAG funding. The Resolution must incorporate certain required elements, but can be tailored to the context of the locality. The next round of OBAG funding is anticipated for 2015, and jurisdictions will be required to update the circulation elements of their general plans consistent with State's Complete Streets Act.

The Complete Streets Act of 2008 requires that consideration be given to accommodate all users, including private vehicles, public transit, pedestrians, and bicyclists for future projects. This consideration may be context sensitive depending on adjacent land uses and facility users and is not a one size fits all solution for each project. Complete streets policies apply to all roadway projects and phases, including new construction, repaving, or retrofitting, and include both public roads and privately built facilities intended for public use. MTC has provided jurisdictions with required elements (see Attachment A) that can be modified to be appropriate for each particular jurisdiction.

The Resolution is based upon a template developed by MTC, which has been adapted to the local context through input from the County Health, Planning and Building, and Public Works and Parks Departments. The Resolution includes the elements required by MTC. Unincorporated San Mateo County differs in several key aspects from incorporated cities with regard to its street systems. Key modifications to the MTC template resolution related to differences between County and cities' transportation systems and advisory committees are as follows:

1. Cities consist of contiguous land area, while the unincorporated County lands are discontinuous.
2. Cities may have a transportation network, while the unincorporated County has a largely rural network covering an extensive geographic area, as well as many additional smaller and discontinuous networks in unincorporated areas surrounded by cities.
3. City roadway networks are largely urban and suburban, while the transportation networks in the unincorporated County areas are largely rural and suburban. Many miles of the County's roadway system are located within rural areas that are not conducive to or appropriate for expansion.
4. MTC's required elements include consultation with the local Bicycle Pedestrian Advisory Committee (BPAC) in the project development phases, if a BPAC has been established. The County does not have a designated BPAC exclusive to the unincorporated County, although C/CAG does have a BPAC for the entirety of the County, including the incorporated cities. To implement this element, the County may decide to consult with known bicycle groups or area specific councils that are advisory to your Board.

Additionally, several unincorporated areas have minimum road standards that were adopted by your Board after public input processes. In most areas, these standards do not include curb, gutter or sidewalk. This does not mean that complete streets policies are inapplicable to these areas, nor does it mean that the needs of all users will not be considered, but it would mean that a complete streets project in such an area would not include a sidewalk. In some cases, it might be appropriate to reconsider these roadway standards; however, based on the current policies, additional features beyond the minimum road standards would require additional funding such as property owner assessments or grant funding. These issues will need to be considered by Public Works and Parks during the project planning process and during the Planning Department's process of updating the County's General Plan Circulation Element as required by MTC.

Environmental Review: Per Section 15378 of CEQA, adoption of the proposed Resolution is not a project according to CEQA definitions, and is therefore not subject to further CEQA requirements.

DISCUSSION:

A. COMPLIANCE WITH THE GENERAL PLAN

The proposed Resolution complies with all policies of the General Plan, in particular, the following:

Policy 12.1: Provides for a balanced and integrated transportation system which allows for travel by various modes.

Policy 12.15.f: Requires that the County plan for providing bicycle and pedestrian travel.

These and other policies in the Transportation Element require the County to consider the needs of a variety of travelers in transportation planning, including bicyclists and pedestrians. The Resolution is consistent with these policies in that it requires planning for roadway improvements to consider the needs of all users, including bicyclists and pedestrians.

B. PUBLIC COMMENT

No public comment has been received on this item as of the date of completion of this staff report. If public comments are received after the completion of this report, they will be addressed at the public hearing.

C. REVIEWING AGENCIES

Department of Public Works and Parks
Planning and Building Department
Health Department
County Counsel
C/CAG

This Resolution has been reviewed and approved by County Counsel as to form.

Adoption of this Resolution will contribute to the 2025 Shared Vision outcome of a Livable Community by connecting people to housing, opportunities for cultural and personal enrichment, supportive social services, and transit systems and to other people of all ages.

FISCAL IMPACT:

There is no impact to the General Fund to adopt the Resolution. Adoption of a Complete Streets Resolution prior to January 31, 2013, enables the County to be eligible to receive OBAG funding from MTC. Implementation of the Complete Streets Policy could have additional future County costs, as yet undetermined, related to infrastructure improvements.

ATTACHMENT:

A. Complete Streets Required Elements Resolution by MTC

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION APPROVING A COMPLETE STREETS POLICY FOR
UNINCORPORATED SAN MATEO COUNTY**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the term “Complete Streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, public transportation, seniors, and youth; and

WHEREAS, the lack of Complete Streets can create accessibility problems for pedestrians, bicyclists, and public transportation riders, particularly children, older adults, and persons with disabilities; and

WHEREAS, many of the County’s residents living in the cities and unincorporated areas do not drive, including a disproportionate number of older adults, low-income people, people of color, people with disabilities, and children, and the insufficient and inequitable availability of safe alternative means of travel adversely affects their daily lives; and

WHEREAS, the projected dramatic increase in the County's overall population of older adults and in the population ages 85 and older that will be seen by 2030, makes it prudent that changes begin to occur now to street design and transportation planning to better accommodate seniors, including making it easier to walk and take public transit; and

WHEREAS, the County acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by modes such as walking, bicycling, and public transportation, which can help address a wide variety of challenges, including pollution, climate change, obesity, physical inactivity, limited recreational opportunities, safety, and excessive expenses; and

WHEREAS, sedentary lifestyles and limited opportunities to integrate exercise into daily activities are factors contributing to the increase of California adults who are obese; and

WHEREAS, the County recognizes that the careful planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of public health, economic development, and environmental sustainability; and

WHEREAS, the County recognizes that, in contrast, the lack of Complete Streets can potentially impose significant costs on government, employers, and individuals, including the costs of physical inactivity and obesity, which have a

significant impact annually in California, from medical expenses, workers' compensation, and lost productivity; and

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (AB 1358), which requires that when cities or counties revise general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system"; and

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking; and

WHEREAS, the Metropolitan Transportation Commission (MTC), which is the Bay Area's regional transportation and funding agency, administers the One Bay Area Grant (OBAG) program; which is a four-year funding approach that integrates the region's federal transportation funding program with California's climate law and MTC's Sustainable Communities Strategy; and MTC is requiring partnership jurisdictions,

which include the County, to adopt a Complete Streets Resolution approved by the Board of Supervisors by January 31, 2013, in order to remain eligible for the OBAG program funding; and

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, transportation options, and environmental well-being of their communities; and

WHEREAS, the County therefore, in light of the foregoing benefits and considerations, wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, as follows:

1. That the County of San Mateo adopts the Complete Streets Policy attached hereto as Exhibit A, and made part of this Resolution, and that said Exhibit is hereby approved and adopted.

2. That the next substantial revision of the San Mateo County General Plan Circulation Element shall incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Complete Streets Policy adopted by this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of San Mateo County, State of California, on January 8, 2013, by the following vote:

* * * * *

Exhibit A

This Complete Streets Policy was adopted by Resolution No. _____ by the Board of Supervisors of the County of San Mateo on January 8, 2013.

COMPLETE STREETS POLICY OF THE COUNTY OF SAN MATEO

A. Complete Streets Principles

- 1. Complete Streets Serving All Users.** The County of San Mateo (County) expresses its commitment to creating and maintaining Complete Streets that provide safe, comfortable, and convenient travel along and across streets (including streets, roads, bridges, interchanges used to get to and across highways, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves the needs of drivers, transit users, bicyclists, and pedestrians of all ages and abilities.
- 2. Context Sensitivity.** In planning and implementing street projects, departments and agencies of the County shall maintain sensitivity to local conditions in both residential and business districts as well as urban, suburban, and rural areas, and shall work with residents, merchants, and other stakeholders. Improvements that may be considered include sidewalks, shared use paths, bicycle lanes, bicycle routes, paved shoulders, street trees and landscaping, planting strips, accessible curb ramps, crosswalks, refuge islands, pedestrian signals, signs, street furniture, bicycle parking facilities, transit priority signalization, and other features assisting in the provision of safe travel for all users, such as traffic calming devices, bulb outs, curb extensions, chicanes, and road diets.
- 3. Complete Streets Routinely Addressed by All Departments.** All relevant departments of the County, including but not limited to Public Works and Parks and Planning and Building, shall work toward making Complete Streets practices a routine part of everyday operations, approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users, and work in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation. The following projects provide opportunities: pavement resurfacing, restriping, utility projects, signalization operations or modifications, and maintenance of landscaping/ related features.
- 4. All Projects and Phases.** Complete Streets infrastructure sufficient to enable improved travel along and across the right-of-way for each category of users shall be considered, where feasible, into all planning, funding, design, approval, and implementation processes for construction, reconstruction,

retrofit, alteration, or repair of streets (including streets, roads, bridges, and other portions of the transportation system), except that specific infrastructure for a given category of users need not be considered for projects that involve only ordinary or emergency maintenance activities designed to keep assets in a serviceable condition and may be excluded if an exemption is approved via the process set forth in Section C.1 of this policy.

B. Implementation

1. **Plan Consultation and Consistency.** Maintenance, planning, and design of projects affecting the transportation system shall be consistent with local bicycle, pedestrian, transit, multimodal, and other relevant plans and standards, except where such consistency cannot be achieved without negative consequences, or in instances where the head of the relevant department provides written approval explaining the basis of such deviation. If the County has a Bicycle and Pedestrian Advisory Committee (BPAC), such deviations shall be presented to the BPAC early in the planning and design stage, to ensure the BPAC has an opportunity to provide comments and recommendations.
2. **Street Network/Connectivity.** As feasible, the County shall incorporate Complete Streets infrastructure into existing streets to improve the safety and convenience of users, with the particular goal of creating a connected network of facilities accommodating each category of users, and increasing connectivity across jurisdictional boundaries and for existing and anticipated future areas of travel origination or destination.
3. **Bicycle and Pedestrian Advisory Committee Consultation.** If the County has a BPAC or equivalent, transportation projects shall be reviewed by the BPAC or equivalent early in the planning and design stage, to provide the BPAC an opportunity to provide comments and recommendations regarding Complete Streets features to be incorporated into the project.

C. Exemptions

1. **Leadership Approval for Exemptions.** For projects that seek Complete Streets exemptions, a written explanation signed off by the Director of Public Works and Parks or equivalent high level staff person of why complete streets accommodations were not included in the project must be provided. Descriptions of projects that are exempted from complete streets enhancements by the Director of Public Works and Parks or an equivalent high level staff person must be made publicly available for review prior to advertisement for bids. Federal guidance on exceptions can be found from the Federal Highway Administration (FHWA) publication Accommodating Bicycle and Pedestrian Travel: http://fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design_guidance/design.cfm

2. **Ordinary or Emergency Maintenance.** Ordinary or emergency maintenance activities designed to keep assets in serviceable condition shall be considered exempt from the requirements for a complete streets solution.

D. Evaluation and Reporting

1. **Evaluation.** Under the direction of the Department of Public Works and Parks, all relevant departments shall perform evaluations of how well the County-maintained roads and transportation systems of the unincorporated County areas are serving each category of users by collecting and/or compiling baseline data and/or estimates and collecting follow-up data on a regular basis, including data that:
 - a. Tracks performance standards, including new miles of bicycle lanes, sidewalks, number of new curb ramps, improved crossings, and signage.
 - b. Tracks collision statistics by mode of transportation, and bicycle and pedestrian injuries and fatalities.
2. **Reporting.** The Director of Public Works and Parks shall provide an annual report to the Board of Supervisors summarizing how well the County is implementing its Complete Streets policy, with the report including such topics as: the evaluation data from this policy, an assessment of performance; and a list and map of street projects undertaken in the past period, with a brief summary of the Complete Streets infrastructure used in those projects and, if applicable, the basis for excluding Complete Streets infrastructure from any projects.

Attachment A:
Elements Required of a Complete Streets Resolution to Comply with the One Bay Area Grant
(Revised July 1, 2012)

To receive funding through the OneBayArea Grant (OBAG) program, a jurisdiction must have either updated its General Plan to comply with the Complete Streets Act of 2008 or adopted a complete streets Resolution that incorporates all nine of the following elements.

Complete Streets Principles

1. **Serve all Users** - All transportation improvements will be planned, designed, constructed, operated and maintained to support safe and convenient access for all users, and increase mobility for walking, bicycling and transit use.
2. **Context Sensitivity** – The planning and implementation of transportation projects will reflect conditions within and surrounding the project area, whether the area is a residential or business district or urban, suburban or rural. Project planning, design and construction of complete streets projects should include working with residents and merchants businesses to ensure that a strong sense of place is maintained.
3. **Complete Streets in all Departments** – All departments in the jurisdiction *and outside agencies* whose work affects the roadway must incorporate a complete streets approach into the review and implementation of their projects and activities. Potential complete streets opportunities could apply to projects such as, transportation projects, road rehabilitation, new development, utilities, etc.
4. **All Projects/Phases** - The policy will apply to all roadway projects including those involving new construction, reconstruction, retrofits, repaving, rehabilitation, or changes in the allocation of pavement space on an existing roadway, as well as those that involve new privately built roads and easements intended for public use.

Implementation

5. **Plan Consultation** –Any proposed improvements should be evaluated for consistency with all local bicycle, pedestrian and transportation plans and any other plans that affect the right of way should be consulted for consistency with any proposed improvements.
6. **Street Network/Connectivity** - The transportation system should provide a connected network of facilities accommodating all modes of travel. This includes looking for opportunities for repurposing rights-of-ways to enhance connectivity for cyclists, pedestrians and transit users. A well connected network should include non-motorized connectivity to schools, parks, commercial areas, civic destinations and regional non-motorized networks on both publically owned roads/land and private developments (or redevelopment areas).
7. **BPAC Consultation** - Input shall be solicited from local bicycle and pedestrian advisory committees (BPACs) or similar *public* advisory group in an early project development phase to verify bicycling and pedestrian needs for projects. (MTC Resolution 875 requires that cities of 10,000 or more create and maintain a BPAC or rely on the county BPAC to receive TDA-3 funds.)
8. **Evaluation** – City *and county* will establish a means to collect data and indicate how the jurisdiction is evaluating their implementation of complete streets policies. For example tracking the number of miles of bike lanes and sidewalks, numbers of street crossings, signage etc.

Exceptions

9. **Process**– Plans or projects that seek exemptions from the complete streets approach outlined in prior sections must provide written finding of why accommodations for all modes were not included in the project. The memorandum should be signed off by the Public Works Director or equivalent high level staff person. Plans or projects that are granted exceptions must be made publically available for review.

Federal guidance on exceptions can be found from the Federal Highway Administration (FHWA) Accommodating Bicycle and Pedestrian Travel
http://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design_guidance/design.cfm



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Planning and Building



Date: November 20, 2012
Board Meeting Date: December 11, 2012
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Jim Eggemeyer, Community Development Director

Subject: Introduction of amendments to the San Mateo County Ordinance Code that add Chapter 1.40 (Administrative Remedies), revise 2.60 (Planning and Building Department), revise Chapter 31 (Enforcement, Legal Procedures, Penalties) of the San Mateo County Zoning Regulations, and delete Chapter 31.5 (Administrative Fines) from the San Mateo County Zoning Regulations.

RECOMMENDATION:

Introduction of an ordinance adding Chapter 1.40 Administrative Remedies to the San Mateo County Ordinance Code, amending Chapter 2.60 Planning and Building Department of the San Mateo County Ordinance Code, amending Chapter 31 Enforcement, Legal Procedure, Penalties of the San Mateo Zoning Regulations, and deleting Chapter 31.5 Administrative Fines from the San Mateo County Zoning Regulations and waiver of reading the ordinance in its entirety.

BACKGROUND:

Government Code Sections 53069.4 and 25132 authorize counties to set forth by ordinance the administrative procedures that govern the imposition, enforcement, collection, and review of fines and penalties issued in response to violations of local codes and ordinances. The Planning and Building Department has been directed by the Board of Supervisors to review and update the County's administrative fines provisions in order to establish greater deterrent to violations and to recover the cost of administering its code compliance program.

In the early 1990s, San Jose was one of the first cities to establish an administrative process as an interim step before filing formal legal action in order to resolve violations of the City code. Shortly thereafter, the legislature enacted Government Code Section 53069.4 to provide statutory authority for such a process. An administrative system emphasizes the use of relatively-small penalties during the early stages of code enforcement efforts that gradually increase if the violation is not abated. Many cities have used San Jose's ordinances as a model to establish their own administrative fine

process including the cities of Monterey, San Rafael, Costa Mesa, Santa Maria, Palo Alto and, more recently, the cities of Mountain View, Santa Clara, Merced, and Salinas. The administrative process is far more efficient and effective than other legal options in resolving outstanding code violations and maintaining ongoing compliance because fines and penalties can be issued and collected by Code Compliance staff, independent of the court system, in instances where violators are uncooperative in resolving the violation. The penalty imposed is relatively small compared to the potential penalties for civil or criminal legal action, but it is significant enough to serve as a deterrent against future violations.

DISCUSSION:

A. KEY ISSUES

1. Existing Enforcement Provisions

The County of San Mateo currently has a variety of enforcement provisions throughout the San Mateo County Ordinance Codes, some of which are confusing and may be contradictory.

The County currently enforces most violations of the Ordinance Code using criminal procedures. While the threat of a criminal action is often very effective in motivating violators to resolve code violations, it does not work as an adequate deterrent in all situations and is a slow- and labor-intensive process for both the County Counsel's office and Code Compliance staff. In addition, the County may eliminate a code violation that threatens the public health and safety through nuisance abatement proceedings. The advantage of nuisance abatement is that the hazardous conditions are eliminated within a very short period of time. The disadvantage is that the County must pay the costs of the abatement upfront, and it can take years to recover the costs of such abatement.

2. Proposed Amendments

The Planning and Building Department proposes the adoption of the Administrative Remedies Ordinance as an alternative tool that will allow the enforcement of all County ordinance violations through a County administrative citation or a County administrative order. These administrative remedies would be in addition to all other remedies that are currently available through court proceedings. Based on the experience of other municipalities using this approach, staff anticipates the time required to resolve most cases, especially minor violations, will be reduced to weeks or days, as opposed to months or years. The proposed new ordinance would improve the overall effectiveness of the code compliance program and would serve as a deterrent for repeat violators.

The adoption of the Administrative Remedies Ordinance and amendments of the San Mateo County Ordinance Code will help make the County's code compliance program more effective and enable the County to achieve our mission by regulating land use and development, thus, protecting life and property.

As proposed by staff, the Administrative Remedies Ordinance consists of changes and additions to the County Code that include but are not limited to revisions to the County's Zoning Regulations. On November 14, 2012, the Planning Commission reviewed the amendments to the Zoning Regulations, suggested certain clarifications to the Ordinance, and recommended that it be approved by the Board of Supervisors. In addition, because the Zoning Regulations are an element of the County's Local Coastal Program Implementation Plan, they will need to be submitted for certification by the California Coastal Commission, after adoption by the Board of Supervisors, in order to take effect in the Coastal Zone.

B. COMPLIANCE WITH THE GENERAL PLAN

The proposed amendments to the San Mateo County Ordinance Code and Zoning Regulations will enhance the ability of the County to carry out the provisions of the General Plan by improving staff's ability to enforce the codes and regulations that implement the General Plan, among other ways, by ensuring that the continued growth of the community will occur in a manner that is orderly and harmonious.

C. ENVIRONMENTAL REVIEW

Adoption of the Administrative Remedies Ordinance was determined to be exempt from review under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of Title 14 of the California Code of Regulations (the so called "General Rule") because there is no possibility that these regulations, which refine procedures for responding to violations of the County Code, will have the potential to cause a significant effect on the environment.

County Counsel has reviewed and approved the Ordinance as to form.

The approval of the Administrative Fines Ordinance contributes to the 2025 Shared Vision outcome of a Livable Community by enhancing the County's ability to avoid and address code violations that can adversely affect the public's health, safety, and welfare.

FISCAL IMPACT:

The collection of administrative penalties will help the County recover some of the costs required to implement its code compliance programs. The County may also save some costs associated with processing criminal citations. However, by no means shall the administrative penalties be a source of revenue.

ATTACHMENTS

- A. Recommended Findings
- B. Example Citations

County of San Mateo
Planning and Building Department

RECOMMENDED FINDINGS

Hearing Date: December 11, 2012

Prepared By: Steve Monowitz
Deputy Director

For Adoption By: Board of Supervisors

RECOMMENDED FINDINGS

That the Board of Supervisors adopt the amendments to the San Mateo County Code that add Chapter 1.40 (Administrative Remedies), revise 2.60 (Planning and Building Department), revise Chapter 31 (Enforcement, Legal Procedures, Penalties) of the San Mateo County Zoning Regulations, and delete Chapter 31.5 (Administrative Fines) from the San Mateo County Zoning Regulations, as shown in the ordinance, by making the following findings:

Regarding the Categorical Exemption, Find:

1. That adoption of these amendments are categorically exempt from the California Environmental Quality Act (CEQA) per Section 15061(b)(3) because there is no possibility that the Ordinance, which impose the regulations of development, will have the potential to cause a significant effect on the environment.

Regarding the Amendments to Chapters 31 (Enforcement, Legal Procedures, Penalties) and 31.5 (Administrative Fines) of the San Mateo County Zoning Regulations, Find:

2. That the amendments are consistent with and adequate to carry out the General Plan because they will improve staff's ability to enforce the codes and regulations that implement the General Plan.
3. That the Zoning Regulations are a component of the San Mateo County Local Coastal Program Implementation Program, and the amendments will be carried out consistent with Coastal Act requirements.



NOTICE OF VIOLATION

SAN MATEO COUNTY
PLANNING AND BUILDING DEPARTMENT
CODE ENFORCEMENT DIVISION, 455 COUNTY CENTER
REDWOOD CITY, CA 94063 (650)363-4825

ATTACHMENT B

DATE _____ TIME _____

An inspection of the premises located at _____
in the County of San Mateo revealed the following San Mateo Code violation(s)

| | |
|---|--------|
| Name of Property Owner: | Phone# |
| Address if Different Than Violation(s): | |

THE VIOLATION(S) MUST BE CORRECTED BY _____

A REINSPECTION WILL BE MADE ON OR AFTER THE CORRECTION DATE TO VERIFY COMPLIANCE. **SEE REVERSE SIDE FOR FAILURE TO COMPLY NOTICE**

SECTION(S) VIOLATED Please note items checked below for compliance requirements.

- 1.12.010(5) Inoperative, wrecked, or dismantled vehicle(s), trailer(s), or boat(s):** You must remove all inoperative vehicles from the property. Do not relocate onto public street.
- 1.12.010(4) Accumulation of debris, garbage, refuse, litter, junk, lumber, boxes broken or discarded furniture and/or household items etc.:** You must clear property of any and all accumulation of any of the above mentioned items, and/or _____.
- 1.12.010(4) Overgrown and/or dead weeds and/or other vegetation:** You must clear property of all overgrown and/or dead vegetation.
- 1.12.010 Any attractive nuisance, dangerous to children, injurious to health, including abandoned equipment, excavations etc.:** You must abate any attractive nuisance from property, including: _____
- 6412(a)(b) Fences, walls, and hedges shall not exceed four (4) ft. in height in front yard and six (6) ft. in height in rear yard areas:** You must reduce fence, wall, and/or hedge to not exceed the required height limitations.
- 8602.0 Excavating, grading, filling, and/or land clearing without an approved grading permit is prohibited:** Immediately cease all work, apply for and obtain a grading permit with the Planning Department.
- 12.020. Permit Required to cut, remove, destroy any significant tree, whether indigenous or exotic, on any private property:** You must apply for and obtain an after the fact tree-cutting permit with the Planning Department.
- Contact the San Mateo County Planning Dept. at the above address or (650) 363-1825**
- Other** _____
- Other** _____
- Other** _____
- Other** _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on the date shown above.

SIGNATURE / PRINT NAME OF ISSUING OFFICER

White (office)

Yellow (violator)

Pink (file)

IMPORTANT • PLEASE READ

If the violation(s) is not corrected by the date specified on the front side of this Notice of Violation, an ADMINISTRATIVE CITATION may be issued and penalties imposed starting at \$100.00 for the first citation, \$200.00 for the second citation, and \$500.00 for the third and subsequent citations for the violations of the same County of San Mateo Ordinance Code section in 36 months. Additional enforcement actions such as administrative abatement, civil penalties, revocation of permits, recordation of notice of violation, withholding of future permits, criminal prosecution and/or civil injunction may be utilized to correct this violation(s).

Consequences of Failure to Correct Violations:

There are numerous enforcement options that can be used to encourage the correction of the violation(s). These options include, but are not limited to: civil penalties, criminal prosecution, civil injunction, withholding of future permits, abatement, property lien, and recordation of the violation(s) with the County Recorder's office. These options can empower the County to collect fines of up to \$100,000, to demolish structures or make necessary repairs, and abate nuisance at the owner's expense. Any of these options or others may be used if the administrative citations do not achieve compliance.

AVISO IMPORTANTE, si desea una traducción, favor de llamar al número (650) 363-4825 dentro de las horas de 7:00 a.m. y 4:00 p.m.



**SAN MATEO COUNTY
ADMINISTRATIVE CITATION**

ATTACHMENT B

IMPORTANT - READ CAREFULLY THE LAW REQUIRES

| | | |
|--|-----------------------|---|
| Date | Location of Violation | APN# |
| Name of Property Owner | | CASE# |
| Mailing Address (If Different Than Violation) | | |
| City | State | Zip |
| Violations within a 36 month period: <input type="checkbox"/> 1 ST CITATION \$100.00 <input type="checkbox"/> 2 ND CITATION \$200.00 <input type="checkbox"/> 3 RD CITATION \$500.00 & any subsequent violations. | | FINE Due By: ____ / ____ / ____ Refer To The Back Of This Citation For Information On Paying The Amount Indicated. CONTACT THIS OFFICE @ (650) 363-4825 |
| REQUIRED CORRECTIONS MUST BE MADE BY: ____ / ____ / ____ | | |
| Description of Violations | | Required Corrections |
| <input type="checkbox"/> 1.12.010(5): Inoperative, wrecked, or dismantled vehicles, trailers or boats. | | Remove any & all inoperative, wrecked, or dismantled vehicles from property. Do not relocate onto street. |
| <input type="checkbox"/> 1.12.010(4): Accumulation of debris, garbage, refuse, litter, junk, lumber broken/discarded household items etc. | | Clear property of any and all debris, garbage, refuse, litter, junk, lumber, broken/discarded household items and/or _____ |
| <input type="checkbox"/> 1.12.010(4): Overgrown or dead weeds and/or other vegetation. | | Clear property of all overgrown and/or dead weeds and/or other vegetation. |
| <input type="checkbox"/> 1.12.010: Any attractive nuisance, dangerous to children, injurious to health, including abandoned equipment, excavations etc. | | Abate the following nuisance: _____ _____ _____ |
| <input type="checkbox"/> 6412: Fences, walls, and hedges, shall not exceed: (4) ft ht. in front yard and (6) ft. ht. in rear yard areas. | | Reduce fence, wall and/or hedge to appropriate height. |
| <input type="checkbox"/> 12,020: Permit required to cut, remove, destroy any significant tree, whether indigenous or exotic, on private property | | Apply for and obtain an after-the-fact tree-cutting permit with the County of San Mateo Planning Department. (650) 363-1825 |
| <input type="checkbox"/> 8602.0: Excavating, grading, filling and/or land clearing without an approved grading permit is prohibited. | | You must cease all work and immediately apply for and obtain a grading permit with the County of San Mateo Planning Department. (650) 363-1825 |
| <input type="checkbox"/> | | |
| Signature of Issuing Officer | | Printed Name of Issuing Officer |

X

White (office)

Yellow (property owner)

Pink (file)

Administrative Citation: The San Mateo County Ordinance Code Section 1.40.050 provides for the issuance of administrative citations for Code Violations. There are three levels of citations that can be issued progressively for a violation. The fines, as indicated on the front of the citations, are \$100.00 for the first citation, \$200.00 for the second citation, and \$500.00 for the third and subsequent citations for violations of the same San Mateo County Code section within 36 months. These citations may be issued each day the violation(s) exists. A warning, if issued, does not incur a fine, and therefore, may not be appealed.

How to Pay Fine: The amount of the fine is indicated on the front of the administrative citation. You may pay by mail or in person at 455 County Center, 2nd floor, Planning and Building Department, Redwood City, CA 94063. Payment should be made by personal check, cashiers' check, or money order, payable to San Mateo County. Please write the citation number on your check or money order.

If the citation is not paid or appealed within thirty (14) days from the date of issuance or mailing of the citation, whichever is later, a late payment charge will be added as specified in the schedule of penalties. Please follow the instructions to ensure proper processing of your payment. Payment of the fine shall not excuse the failure to correct the violation nor shall it bar further enforcement action by the County of San Mateo.

Consequences of Failure to Pay Fine: The failure of any person to pay the fine assessed by the administrative citation within the time specified on the citation may result in any legal remedy available to collect such fee. The County has the authority to collect all costs associated with the filing of such actions. Failure to pay fine requirements may be found in the San Mateo County Ordinance Code Section 1.40.140.

Consequences of Failure to Correct Violations: There are numerous enforcement options that can be used to encourage the correction of the violation(s). These options include, but are not limited to: civil penalties, criminal prosecution, civil injunction, withholding of future permits, abatement, lien and recordation of the violations with the County Recorder. These options can empower the County to collect fines up to \$100,000, to demolish structures, make necessary repairs, and abate nuisance at the owner's expense. Any of these or other options may be used if the administrative citations do not achieve compliance.

If you need further clarification about payment of the citation, please call San Mateo County Code Enforcement at (650) 363-4825.

If you need further information about the violation(s) and/or how to comply, please contact the officer designated on the front of the citation.

Rights to Appeal: You have the right to file an appeal of the administrative citation within thirty (14) days from the citation date together with a Request for Hearing form and advanced deposit of the fine. An appeal must be in writing and sent to 455 County Center, 2nd floor, Redwood City, CA 94063, attention of the "Administrative Hearing Coordinator." A properly filed appeal will result in an administrative hearing.

Failure of any person to properly file a written appeal within the specified time shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation.

A full description of the hearing process for the County's administrative hearing for Ordinance Code violations and your rights in that process are found in the San Mateo County Ordinance Code Sections 1.40.090, 1.40.100, and 1.40.110.

**AVISO IMPORTANTE, si desea una traducción, favor de llamar al número
(650) 363-4825 dentro de las horas de 7:00 a.m. y 4:00 p.m.**

ORDINANCE NO. _____
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

**ORDINANCE ADDING CHAPTER 1.40 ADMINISTRATIVE REMEDIES TO THE
SAN MATEO COUNTY ORDINANCE CODE, AMENDING CHAPTER 2.60
PLANNING AND BUILDING DEPARTMENT OF THE SAN MATEO COUNTY
ORDINANCE CODE, AMENDING CHAPTER 31 ENFORCEMENT, LEGAL
PROCEDURE, PENALTIES OF THE SAN MATEO ZONING REGULATIONS, AND
DELETING CHAPTER 31.5 ADMINISTRATIVE FINES FROM THE SAN MATEO
COUNTY ZONING REGULATIONS**

WHEREAS, the County of San Mateo currently has a variety of administrative enforcement provisions scattered throughout its Ordinance Code and other ordinances, which can create confusion for residents seeking to understand the County enforcement mechanisms as well as County staff seeking to use such mechanisms; and

WHEREAS, the County of San Mateo desires one clear and practical method of administrative enforcement for violations of the San Mateo County Ordinance Code and other County ordinances; and

WHEREAS, the County desires to use administrative penalties and compliance orders to address any and all violations of the Ordinance Code and other ordinances; and

WHEREAS, Government Code Sections 53069.4 and 25132 authorize counties to set forth by ordinance the administrative procedures that shall govern the imposition, enforcement, collection, and administrative review by the local agency of those administrative fines or penalties.

NOW, THEREFORE, the Board of Supervisors of the County of San Mateo, State of California, ordains as follows, and directs the County's Department Directors and their designees to collect the enumerated fines and penalties and to deposit them in the County treasury:

SECTION 1. ORDINANCE AMENDMENT. Chapter 1.40 (Administrative Remedies) is hereby added as follows:

CHAPTER 1.40
ADMINISTRATIVE REMEDIES

SECTION 1.40.010. PURPOSE

It is the intent of this Chapter to provide the County with remedies to correct violations of the San Mateo County Ordinance Code and other County ordinances. The County's Board of Supervisors hereby finds and determines that enforcement of this Code and other ordinances adopted by the County are matters of local concern and serve important public purposes. Consistent with powers authorized by Government Code Sections 53069.4 and 25132 and successor statutes, as well as the County's general police powers to protect the public health, safety, and welfare, the County adopts this Chapter in order to achieve the following goals:

- (a) To protect the public health, safety and welfare of County residents;
- (b) To provide a method to penalize responsible parties who fail or refuse to comply with provisions of this Code and other County ordinances;

- (c) To provide for an administrative process that has objective criteria for the imposition of penalties;
- (d) To provide an administrative process for ordering compliance with this Code and other County ordinances;
- (e) To provide a fair process for appeal of penalties and compliance orders; and
- (f) To provide an administrative process for abatement of violations, restoration of damages caused by the violation, and collections of costs.

SECTION 1.40.020. REMEDIES CUMULATIVE

These remedies shall be in addition to any other remedies available at law or equity. Nothing in this Chapter shall prevent the County from using one or more other remedies to address violations, whether those remedies are administrative, civil or criminal.

SECTION 1.40.030. DEFINITIONS

“Abatement Costs” shall mean, to the extent allowed by law, any costs or expenses reasonably related to the abatement of violations, and shall include, but not be limited to, enforcement, investigation, attorneys’ fees, collection and administrative costs, and the costs associated with the removal or correction of the violation.

“Administrative Costs” shall mean, to the extent allowed by law, the cost of County staff time reasonably related to enforcement, for items including, but not limited to, site inspections, travel time, investigations, telephone contacts and time spent preparing

summaries, reports, notices, correspondence, warrants and hearing packets. The staff time expended to calculate the above costs and prepare itemized invoices may also be recovered.

“Appeal Hearing Form” shall mean the form used to request an appeal of an administrative penalty or order. The forms are available from the Department or from the person listed on the administrative citation.

“Day” shall mean a calendar day.

“Department” shall mean any Department or Division of San Mateo County responsible for administering the San Mateo County Zoning Regulations and Ordinance Code.

“Director” shall mean the head of the Department or Division that administers the section of the County Code or Regulations that have been violated, or his or her designee.

“Enforcement Officer” shall mean any County employee or agent of the County whose position requires enforcement of any provision of this Code including, but not limited to, code enforcement officers, animal control officers and Sheriff deputies.

“Violation” or “Violation of this Code” shall mean a violation of the San Mateo County Ordinance Code as well as any County Ordinance, including, but not limited to, Zoning Regulations, Building Regulations, Grading Regulations, Stormwater Regulations, Heritage Tree ordinance, Significant Tree Ordinance, and the International Property Maintenance Code.

SECTION 1.40.040. APPLICABILITY

The County may impose administrative penalties and compliance orders for any violation of this Code or any County ordinance. Administrative penalties shall be imposed, collected, and reviewed in compliance with this Chapter. These provisions shall not supersede any other sections of this Code or other County ordinances which address additional legal or administrative remedies available for certain specific violations.

SECTION 1.40.050. ADMINISTRATIVE CITATIONS – PENALTIES AND ORDERS

- (a) Authority. Whenever an Enforcement Officer determines that a violation has occurred, the Enforcement Officer shall have the authority to follow the provisions of this Chapter to issue an administrative penalty to any and all persons responsible for the violation (including the property owner) and/or to order correction of the violation. These procedures shall not apply where violations present emergencies or immediate danger to public health and safety.

- (b) Warning Notice. Before issuing an administrative citation, the Enforcement Officer shall provide a warning notice which shall contain the following information:
 - (1) Date of the violation;

- (2) Address or a definite description of the location where the violation occurred;
 - (3) Section of this Code or County Ordinance that was violated and a description of the violation;
 - (4) Actions required to correct the violation;
 - (5) Date, at least fourteen (14) days after the notice, by which the violation must be corrected to avoid incurring penalties, abatement proceedings, or other enforcement;
 - (6) Amount of the potential penalty for the violation and the fact that penalties are imposed each day the violation exists; and
 - (7) Name and signature of the citing Enforcement Officer.
- (c) Administrative Citation. Each administrative citation shall contain the following information:
- (1) Date of the violation and any previous correspondence from the County regarding the violation, including the warning notice;
 - (2) Address or a definite description of the location where the violation occurred;

- (3) Section of this Code or County Ordinance that was violated and a description of the violation;
- (4) Amount of the current and potential future penalties for the violation;
- (5) Description of the penalty payment process, including a description of the time within which and the place to which the penalty shall be paid, and the fact that penalties are imposed each day the violation exists;
- (6) Actions required to correct the violation;
- (7) Order prohibiting the continuation or repeated occurrence of the violation;
- (8) Date, at least fourteen (14) days after the citation, by which the violation must be corrected to avoid abatement proceedings or other enforcement;
- (9) Description of the appeal process, including the time within which the administrative citation may be contested and the department and person from which a Request for Hearing Form to contest the administrative citation may be obtained; and
- (10) Name and signature of the citing Enforcement Officer.

SECTION 1.40.060. NOTICES

- (a) Whenever notice is required to be given under this Chapter, unless different provisions are otherwise specifically made, such notice may be given either by

(1) personal delivery to the person to be notified, or (2) if the violation involves real property, by posting on the property and by depositing in the United States Mail, in a sealed envelope, postage prepaid, and addressed to such person to be notified at the last-known business or residence address as the same appears in the last equalized County assessment roll or to the records pertaining to the matter. Service by mail shall be deemed completed at the time of deposit in the United States Mail receptacle.

- (b) Failure to receive any notice specified herein does not affect the validity of proceedings conducted hereunder.

SECTION 1.40.070. AMOUNT OF PENALTIES

- (a) Unless otherwise provided, the amounts of the penalties imposed for any other violation shall be \$100 for a first violation, \$200 for a second violation within twelve (12) months, and \$500 for third and additional violations within twelve (12) months. The penalties shall be included in the schedule of penalties and fees established by resolution of the County's Board of Supervisors.
- (b) The schedule of penalties shall specify the amount of any late payment charges imposed for the payment of a penalty after its due date. Penalties shall accrue interest at the same annual rate as any civil judgment. Interest shall accrue commencing on the twentieth (20th) day after the penalty becomes the final decision or order.

SECTION 1.40.080. PAYMENT OF THE PENALTY

- (a) The penalty shall be paid to the County within fourteen (14) days from the date of the administrative citation.
- (b) Payment of a penalty shall not excuse or discharge any continuation or repeated occurrence of a violation that is the subject of the administrative citation.

SECTION 1.40.090. APPEAL PROCESS

- (a) Any recipient of an administrative citation may request an appeal hearing to contest that there was a violation or that he or she is the responsible party by completing a Request for Hearing Form and returning it to the County within fourteen (14) days from the date of the administrative citation, together with a processing fee listed in the County's fee schedule and an advance deposit of the penalty.
- (b) A Request for Hearing Form may be obtained from the Department and person specified on the administrative citation. The Request for Hearing Form shall include a brief statement of material facts supporting the appellant's claim that no violation occurred or no penalties or other remedies shall be imposed.

SECTION 1.40.100. HEARING OFFICER

The Director shall designate a Hearing Officer for the appeal hearings. The employment, performance evaluation, compensation and benefits of the Hearing Officer shall

not be directly or indirectly conditioned upon the amount of administrative citations upheld by the Hearing Officer.

SECTION 1.40.110. HEARING PROCEDURE

- (a) The Hearing Officer shall conduct hearings in two situations:
 - (1) If a violation exists after the compliance date set forth in the citation, the Enforcement Officer may arrange a hearing on a proposed compliance order before the Hearing Officer.
 - (2) If an appellant appeals pursuant to the procedures set forth in Section 1.40.090, including deposit of a penalty, a hearing will be arranged before the Hearing Officer.

- (b) The appeal hearing shall be set for a date that is not less than fifteen (15) days and not more than sixty (60) days from the date that the Request for Hearing is filed in accordance with the provisions of this Chapter, unless the Director determines that the matter is urgent or that good cause exists for an extension of time. The appellant shall receive notice of the time and place at least ten (10) days prior to the hearing.

- (c) Documentary evidence and names of potential witnesses shall be provided by the Enforcement Officer and the appellant to the Hearing Officer and the opposing party at least five (5) days prior to the hearing. Documents not provided at least five (5) days before the hearing must be provided at the hearing and may be considered by the Hearing Officer at his or her discretion.
- (d) At the hearing, the appellant shall be given the opportunity to testify and to present evidence concerning the administrative citation.
- (e) The failure of any appellant to appear at the appeal hearing shall constitute a forfeiture of the penalty and a failure to exhaust administrative remedies.
- (f) The administrative citation and any additional report submitted by the Enforcement Officer shall constitute prima facie evidence of the respective facts contained in those documents.

SECTION 1.40.120. HEARING OFFICER'S DECISION AND ADMINISTRATIVE ORDER

- (a) The Hearing Officer shall only consider evidence that is relevant to whether the violation occurred and whether the responsible person has caused or maintained the violation on the date specified in the administrative citation. After considering all of the testimony and evidence submitted at the hearing, the Hearing Officer shall issue a written decision to uphold or cancel all or part of the administrative citation and shall list the reasons for that decision.

- (b) The decision of the Hearing Officer shall include findings regarding the evidence in the record and submitted at the hearing, as well as the existence of any violation.
- (c) If the Hearing Officer determines that the administrative penalty should be upheld, then the County shall retain the penalty amount on deposit with the County. If the Hearing Officer determines that the administrative penalty should be canceled, the County shall promptly refund the amount of the deposited penalty.
- (d) If the Hearing Officer determines that the proposed compliance order should be issued, the decision shall include an administrative order to cease and/or remove the structures, uses, or activities that are the subject of the violation, and to take whatever corrective actions are needed to offset the impacts caused by the violation, including a schedule where appropriate, as well as a warning that failure to correct the violation may result in County abatement and collection of its costs as a personal obligation, recordation of a lien, or recordation of a special assessment. If the Hearing Officer determines that the compliance order should be canceled, it shall so state.
- (e) The recipient of the administrative citation shall be served with a copy of the Hearing Officer's written decision in the same manner that the initial citation was provided.
- (f) The decision of the Hearing Officer shall be the final decision of the County. To the extent allowed by law, the decision and administrative order shall have the

same force and effect as a resolution of the County Board of Supervisors for the purpose of filing a lien, special assessment, or for pursuing any other method of collection.

SECTION 1.40.130. RIGHT TO JUDICIAL REVIEW

Any person aggrieved by an administrative decision of a Hearing Officer on an administrative citation may obtain review of the administrative decision by filing a petition for review with the Superior Court in San Mateo County in accordance with the timelines and provisions set forth in California Government Code Section 53069.4 and Civil Code Sections 1094.5 and 1094.6.

SECTION 1.40.140. ABATEMENT

- (a) If the violation is not corrected within the schedule listed in the Hearing Officer's decision, the County or a contracting agent hired by the County may enter onto the property on which the violation exists for the purpose of abating the violation. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the County or its contracting agents to enter upon the property for the purpose of abatement.
- (b) The cost of any such abatement by the County shall be borne by the property owner, which cost shall include any administrative costs allowed by law as well as the actual costs of abatement.

SECTION 1.40.150. RECOVERY OF PENALTIES AND ABATEMENT COSTS

- (a) The County may collect any past due administrative citation penalty, late payment charge, and costs of collection by use of any and all available legal means.
- (b) The County may collect any abatement and administrative costs by use of any and all available legal means, including, but not limited to, a personal obligation against the property owner, or as a lien or special assessment recorded on the property.

SECTION 2. ORDINANCE AMENDMENT. Chapter 2.60 (Planning and Building Department) of the San Mateo County Ordinance Code is hereby amended to add the following:

Section 2.60.040 – International Property Maintenance Code

The International Property Maintenance Code is hereby adopted by reference and may be enforced by the Planning and Building Department.

SECTION 3. ORDINANCE AMENDMENT. Section 6593 of Chapter 31 (Enforcement, Legal Procedures, Penalties) of the San Mateo County Zoning Regulations is hereby amended as follows (deletions in strikethrough, additions in italics).

Section 6593. ~~Any person, firm, or corporation, whether as principal, agent, employee, or otherwise, violating or causing or permitting the violation of any of the provisions of this Part shall be guilty of a misdemeanor, and upon conviction thereof shall be~~

~~punishable by a fine of not more than three hundred dollars (\$300) or by imprisonment in the County Jail of said County for a term not exceeding three (3) months or by both such fine and imprisonment. Such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day during which any portion of which any violation of this Part is committed, continued, or permitted by such person, firm, or corporation and shall be punishable as herein provided. Violations of these Zoning Regulations shall be punishable pursuant to Chapter 1.40 (Administrative Remedies) of the San Mateo County Ordinance Code.~~

SECTION 4. ORDINANCE AMENDMENT. Section 6594 of Chapter 31 (Enforcement, Legal Procedures, Penalties) of the San Mateo County Zoning Regulations is hereby deleted in its entirety.

SECTION 5. ORDINANCE AMENDMENT. Chapter 31.5 (Administrative Fines) of the San Mateo County Zoning Regulations is hereby deleted in its entirety.

SECTION 6. SEVERABILITY. If any provision(s) of this Ordinance is declared invalid by a court of competent jurisdiction, it is the intent of the Board of Supervisors that such invalid provision(s) be severed from the remaining provisions of the Ordinance.

SECTION 7. COASTAL ACT CONSISTENCY. The provisions of this Ordinance that amend the San Mateo County Zoning Regulations, which are a component of the San Mateo County Local Coastal Program Implementation Program, will be carried out in accordance with the California Coastal Act of 1976.

SECTION 8. EFFECTIVE DATE. Outside of the Coastal Zone, this Ordinance shall be effective thirty (30) days from the passage date thereof. Within the Coastal Zone, this Ordinance shall be effective immediately upon final certification of the Coastal Commission.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Public Works and Parks



Date: November 28, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: James C. Porter, Director of Public Works and Parks

Subject: Memorandum of Agreement for the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program

RECOMMENDATION:

Adopt a Resolution authorizing a Memorandum of Agreement for the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program for a term beginning on the date the Memorandum has been executed by all parties through June 30, 2015, in an amount not to exceed \$150,000.

BACKGROUND:

The California Ocean Plan (Ocean Plan) prohibits the discharge of 'waste' into an Area of Special Biological Significance (ASBS), unless the State Water Resources Control Board (Water Board) grants an Exception. In a 2001 Cease and Desist Order involving the California Department of Transportation (CalTrans), the Water Board ruled that the Ocean Plan regulates the discharge of 'waste' through stormwater conveyances and has since maintained that stormwater pollutants from urban areas and roadways constitute 'waste.'

In 2004, the County of San Mateo (County) received a letter from the Water Board directing the County to apply for an Exception in order to continue discharging stormwater into the James V. Fitzgerald ASBS (Fitzgerald ASBS). A total of 39 discharges into the Fitzgerald ASBS were documented including 12 storm drain discharges from County maintained roadways, 14 natural discharges (i.e., creeks, seeps), one non-point discharge (Fitzgerald Marine Reserve access trail), 10 discharges from private property, one discharge from a U.S. Air Force Station, and one non-point discharge from a coastside agency's sanitary sewage facility. After consultation with County Counsel, the County submitted an Exception Application to the Water Board in December 2007. On March 20, 2012, the Water Board adopted Resolution No. 2012-0012 approving a General Exception with Special Protections

(Special Protections) requirements for 27 ASBS Dischargers (Dischargers) along the California coast, including the County of San Mateo.

On May 24, 2011, your Board adopted Resolution No. 071429, authorizing execution of Grant Agreement No. 10-402-550 with the Water Board (Grant Agreement) in the amount of \$2.3 million for the Fitzgerald ASBS Pollution Reduction Program. This funding is being used to improve the stormwater quality of the discharges into the Fitzgerald ASBS through implementation of pilot projects and public education.

DISCUSSION:

The Special Protections contain requirements for Dischargers to develop and implement water quality monitoring programs. A minimum two-year water quality monitoring program is mandatory. The Special Protections also require that the water quality monitoring commence during the winter of 2012, which must include monitoring of all storm drain discharges greater than or equal to 18-inches in diameter, ocean receiving water near the largest storm drain discharge, and reference ocean monitoring at locations that represent natural water quality to be used for comparison purposes. The County has five discharges that are 18-inches or greater in diameter that will require monitoring.

The Special Protections require Dischargers to either participate in a regional monitoring program or an individual program. Water Board staff recommended the formation of three ASBS regional monitoring programs representing Northern California, Central Coast, and Southern California. The Water Board plans to make up to \$1 million of Proposition 50 grant funding available to the three regional monitoring programs. In order to fulfill the Water Board's requirement and to benefit from State grant funding, the Central Coast Dischargers, including the cities of Pacific Grove, Carmel-By-The-Sea, Monterey, the counties of San Mateo, Monterey, and Marin, California Department of Transportation, the Pebble Beach Company, the Stanford Hopkins Marine Station, and the Monterey Bay Aquarium developed the Memorandum of Agreement (MOA) for the establishment of the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program (Program). The Point Reyes National Seashore (US Department of Interior) and the California Department of Parks and Recreation are considering participation in the Program, and the MOA outlines the process to be used for new members.

The MOA will allow the Central Coast Dischargers to more efficiently and economically comply with the Special Protections monitoring requirements. The MOA defines the roles and responsibilities of the Program Management Committee (Central Coast Discharger representatives) and the Program Administrator (Monterey Regional Water Pollution Control Agency). The MOA establishes Program budget guidelines and cost sharing formulas, and will be effective upon execution by all parties. Based on current estimates, the Program monitoring costs will be \$1.85 million and the County's share will be between \$123,000 to \$150,000 or 6.7% to 8.1% of the Program costs, depending on the number of participants. The Grant Agreement funding cannot be used to support the Program costs.

County Counsel has reviewed and approved the Resolution and Memorandum of Agreement as to form.

Approval of this action contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by monitoring water quality, as required by the Special Protections, and working collaboratively with other Central Coast Dischargers as recommended by the Water Board.

FISCAL IMPACT:

The County's share of the Program over the term of the MOA will be between \$123,000 to \$150,000 of the estimated \$1.85 million in total Program costs. These costs are not eligible for reimbursement through the Grant Agreement. The Grant Agreement is to assist the County with pilot projects and evaluate their effectiveness for improving stormwater quality; it is not to be used for complying with the Special Protections monitoring requirements. The County does not have a dedicated funding source for the Fitzgerald ASBS to comply with the Special Protections; therefore, Road Funds and Parks Funds will be the sources of funding for the Program. The Department will pursue other funding sources such as State grants, General Fund, and Measure M funds.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT FOR THE CENTRAL COAST REGIONAL AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE DISCHARGERS MONITORING PROGRAM FOR A TERM BEGINNING ON THE DATE THE MEMORANDUM HAS BEEN EXECUTED BY ALL PARTIES THROUGH JUNE 30, 2015, IN AN AMOUNT NOT TO EXCEED \$150,000

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the California Ocean Plan prohibits the discharge of waste, including polluted stormwater, into Areas of Special Biological Significance (ASBS), unless the State Water Resources Control Board grants an Exception; and

WHEREAS, the County of San Mateo has been determined to be a stormwater Discharger into the James V. Fitzgerald Area of Special Biological Significance; and

WHEREAS, on March 20, 2012, the State Water Resources Control Board adopted Resolution No. 2012-0012 approving a General Exception and Special Protection requirements for ASBS Dischargers along the California coast, including the County of San Mateo; and

WHEREAS, the Special Protections require implementation of a minimum two-year water quality monitoring program beginning in Winter 2012; and

WHEREAS, it is in the mutual interest of the Central Coast Dischargers, including the cities of Pacific Grove, Carmel-By-The-Sea, Monterey, the counties of San Mateo, Monterey, and Marin, California Department of Transportation, the Pebble Beach Company, the Stanford Hopkins Marine Station, and the Monterey Bay Aquarium, to develop the Memorandum of Agreement (MOA) for the establishment of the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program (Program) for the purpose of cooperating efficiently and economically to comply with the requirements of the Special Protections; and

WHEREAS, the Point Reyes National Seashore (US Department of Interior) and the California Department of Parks and Recreation are considering participation in the Program, and the MOA outlines the process to be used for new members; and

WHEREAS, participation in the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program requires execution of the Memorandum of Agreement to define the roles and responsibilities of the Program Management Committee (Discharger representatives) and Administrator (Monterey Regional Water Pollution Control Agency) and to establish Program budget guidelines and cost sharing formulas.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors is hereby authorized and directed to execute said Memorandum of Agreement for and on behalf of the County of San Mateo, and directs the Director of Public Works and Parks or his designee to be a representative to the Management Committee for San Mateo County to approve the termination, extension or

any amendments to the Memorandum of Agreement.

* * * * *

MEMORANDUM OF AGREEMENT

CENTRAL COAST REGIONAL AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE DISCHARGERS MONITORING PROGRAM

This Memorandum of Agreement (AGREEMENT), dated, for reference purposes only, December 1, 2012, is made by and between the MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, hereinafter referred to as "AGENCY," a Joint Powers Authority (JPA) organized under the laws of the State of California, and the following entities, each of which is hereinafter referred to as "DISCHARGER" or collectively as "DISCHARGERS":

CITY OF PACIFIC GROVE, a municipal corporation of the State of California;
CITY OF MONTEREY, a municipal corporation of the State of California;
CITY OF CARMEL-BY-THE-SEA, a municipal corporation of the State of California;
COUNTY OF MONTEREY, a political subdivision of the State of California;
COUNTY OF SAN MATEO, a political subdivision of the State of California;
COUNTY OF MARIN, a political subdivision of the State of California;
PEBBLE BEACH COMPANY, a California general partnership;
THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY,
THROUGH ITS HOPKINS MARINE STATION, a trust with corporate powers under the laws of the State of California;
MONTEREY BAY AQUARIUM, a 501(c)(3) a nonprofit incorporated in the State of California
CALIFORNIA DEPARTMENT OF TRANSPORTATION (Caltrans), an executive department of the State of California

The AGENCY and the above-mentioned entities may also hereinafter be collectively referred to as "PARTIES" or individually as "PARTY."

RECITALS:

- A. The California Ocean Plan ("Ocean Plan") prohibits the discharge of both point and nonpoint source waste into Areas of Special Biological Significance ("ASBS"), unless the State Water Resources Control Board ("SWRCB") grants an exception.
- B. The DISCHARGERS have been determined to have direct or indirect storm water discharges into the Carmel Bay ASBS, the Pacific Grove ASBS, the Año Nuevo ASBS, the James V. Fitzgerald ASBS, and the Duxbury Reef ASBS.
- C. The SWRCB has adopted "Special Protections for Selected Storm Water and Nonpoint Source Discharges into Areas of Special Biological Significance," dated March 20, 2012, and adopted Resolutions No. 2011-0050/0051, on October 18, 2011. These documents are hereinafter referred to simply as the "Special Protections," and the "Mitigated Negative

Declarations”(MNDs). These Special Protections and MNDs contain monitoring requirements with which each of the DISCHARGERS are required to comply commencing in the winter of 2012-2013.

D. In and for the mutual interest of the DISCHARGERS, the DISCHARGERS wish to develop and implement a Regional Monitoring Program by entering into this AGREEMENT for the purpose of cooperating to efficiently and economically comply with the Special Protections and MNDs monitoring requirements.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Incorporation of Recitals

1.1 The foregoing Recitals are incorporated into this AGREEMENT.

Section 2. Central Coast Regional ASBS Dischargers Monitoring Program

2.1 There is hereby established the Central Coast Regional ASBS Dischargers Monitoring Program (“Program”) that is intended to fulfill the DISCHARGERS’ respective discharge monitoring and obligations set forth in Section IV of the Special Protections and the MND’s.

Section 3. Effective Date and Term

3.1 The effective date of this AGREEMENT shall be the date it is duly executed by all of the DISCHARGERS.

3.2 This AGREEMENT shall terminate on June 30, 2015 unless extended, or terminated earlier, pursuant to Section 8.3 or 8.4, by the DISCHARGERS.

Section 4. Management Committee

4.1 A Management Committee consisting of one representative of each of the DISCHARGERS is hereby created to provide for overall coordination, review, and budget oversight with respect to the Program.

4.2 The Management Committee shall: provide technical oversight, direct and guide the Program, review and approve the Program Budget, select consultant(s) or outside contractor(s), and establish timelines and budgets for completion of Program tasks. The Management Committee shall consider Special Protections monitoring and MND monitoring compliance issues as its primary objective in approving Program tasks and corresponding budgets compliance with Section IV of the Special Protections and Monitoring requirements of the MNDs.

4.3 The Management Committee Bylaws (Exhibit A) shall govern the Management Committee and its meetings.

4.4 Meetings of the Management Committee shall be subject to the California Brown Act (Government Code section 54950 et seq.).

Section 5. Administrator

- 5.1 There is hereby created the position of Administrator to administer and implement this AGREEMENT and to carry out the responsibilities assigned to the Administrator herein and as outlined in Responsibilities of Administrator (Exhibit B).
- 5.2 AGENCY shall serve as the initial Administrator for the Program.
- 5.3 AGENCY may withdraw as the Administrator upon the provision of ninety days' (90) days written notice to the Management Committee. Such notice of withdrawal shall be effective to terminate AGENCY's rights and obligations under this AGREEMENT. The Management Committee may replace the AGENCY and select a new Administrator upon the provision of ninety days (90) written notice to AGENCY. Any new entity that may become the Administrator must assent to the terms of this AGREEMENT. In either event, any outstanding compensation due Administrator shall be paid. Work assignments shall be made to the Administrator by the Management Committee and not by individual DISCHARGERS.
- 5.4 Other than as provided for in the Program, the Administrator shall not be responsible for providing program management services related to individual DISCHARGER permit programs.
- 5.5 The Administrator shall be paid from Program Funds in accordance with the adopted Program Budget for providing the services described herein.
- 5.6 The Administrator shall be the treasurer of the Program Funds. The Administrator, in accordance with generally-accepted accounting principles, shall keep the Program Funds segregated from any other funds administered by the Administrator, shall credit the Program with appropriate interest income earned on Program Funds in each fiscal year, and shall not expend any funds except in accordance with the annual budget approved by the Management Committee, or as otherwise directed by the Management Committee.

Any unauthorized expenditures, including, but not limited to, expenditures in excess of the annual projected budget, made by Administrator shall be payable by the Administrator or AGENCY.
- 5.7 In conjunction with preparing the proposed Program Budget each year, the Administrator will include a proposed Administration component of the Program Budget and present it to the Management Committee for its approval. The Administration component that is approved by the Management Committee shall be the maximum amount of funds the Administrator may expend without receiving additional funding approval from the Management Committee.
- 5.8 Within 30 days from the close of the Fiscal Year (July 1 to June 30), the Administrator shall cause an independent annual audit of the accounts and records by a Certified Public Accountant in Compliance with California Government Code section 6505 and Generally Accepted Accounting Principles.
- 5.9 The Administrator shall be reimbursed by the Program Fund, at actual cost, for any direct cost incurred to administer this AGREEMENT and carry out the Program. Direct costs are defined in the Program Budget Guidelines and Cost Share (Exhibit C).

- 5.10 In the event that the Administrator withdraws as Administrator, or in the event that the Management Committee wishes to select a new Administrator, a DISCHARGER may serve as a successor Administrator. Any DISCHARGER willing to serve as successor Administrator may be nominated by another DISCHARGER. Selection of an Administrator shall be by majority vote of the Management Committee.

Section 6. Program Budget, Program Fund, and Annual Assessments

- 6.1 The Management Committee shall adopt a budget for each winter storm season (the "Program Budget"). The Program Budget shall be prepared and administered as described in the attached Program Budget Guidelines and Cost Share (Exhibit C).
- 6.2 Not later than sixty (60) days after the receipt of an invoice by the Administrator, the DISCHARGERS shall each pay an annual assessment("Annual Assessment") into a fund ("Program Fund") maintained by the Administrator for the purpose of paying Program expenses. The Annual Assessment for each DISCHARGER shall be detailed and reflected in the Program Budget. The Annual Assessment for each DISCHARGER shall be determined as set forth in the Program Budget Guidelines and Cost Share (Exhibit C). Should any DISCHARGER fail to pay the Annual Assessment within sixty (60) days after being invoiced by the Administrator, the DISCHARGER's participation in this AGREEMENT shall be terminated, and the terminated DISCHARGER will bear the full responsibility for its compliance with the monitoring requirements of the Special Protections commencing on the date its participation is terminated. In such event the DISCHARGER shall forfeit its contributed share of Program Funds, if any.
- 6.3 The Program Fund shall be maintained and managed in trust by the Administrator solely for purposes of the Program. The Management Committee shall determine the type of account in which the Program Fund shall be deposited. All Program expenditures required to implement the approved Special Protections Scope of Work shall be paid out of the Program Fund. The Administrator shall be authorized to make expenditures for the purchase of services or materials allocated in the Program Budget. Where a purchase for a necessary, but unapproved, expenditure for services or materials is required, the Program Administrator may make such a purchase, in an amount not-to-exceed \$5,000, where the purchase must be made before a meeting of the Management Committee can be convened. Such purchases may not be made more than twice per fiscal year. Expenditures greater than \$5,000 shall require prior approval of the Management Committee.
- 6.4 Except as provided in Section 8.3 and 8.4 (regarding termination of DISCHARGER status and termination of this AGREEMENT), any ending balance in the Program Fund at the close of each fiscal year shall, at the election of each DISCHARGER and based upon that DISCHARGER'S Percentage Participation, be disbursed to that DISCHARGER, or credited to that DISCHARGER'S Annual Assessment for the subsequent winter storm season.
- 6.5 Upon approval of a new member as set forth in Section 8.1, the Management Committee shall revise the Annual Assessment for each DISCHARGER consistent with the method set forth in Program Budget Guidelines and Cost Share (Exhibit C) taking into account the new member.

Section 7. Additional Rights and Duties of the DISCHARGERS

- 7.1 In addition to participation in the Management Committee, each of the DISCHARGERS agrees to perform the following duties:
- 7.1.1 Participate in Management Committee meetings and activities, and other meetings required of the DISCHARGERS;
 - 7.1.2 Provide the requisite reports to the Administrator for purposes of complying with the joint reporting and compliance mandates applicable to the Special Protections and MNDs and the status Program implementation.
- 7.2 DISCHARGERS agree they are individually responsible for compliance matters not covered by this AGREEMENT.
- 7.3 This AGREEMENT does not restrict the DISCHARGERS from the ability to individually (or collectively) request modifications of or to otherwise challenge, administratively, through litigation, or otherwise, Special Protections or MNDs or other requirements to the extent that a requirement affects an individual DISCHARGER (or group of DISCHARGERS).

Section 8. Additional Parties, Early Termination of Dischargers, and Third Party Data Sharing

- 8.1 Subject to a majority vote of the DISCHARGERS, any agency, corporation or individual responsible for discharges to the State of California's Areas of Special Biological Significance within Regional Water Quality Control Boards (RWQCB) Regions 2 or 3 may become a member of the Program and a party to this AGREEMENT (a "New Party"). New Parties shall execute a copy of this AGREEMENT through their appropriate officials pursuant to the authority conferred by the governing body of the New Party. The Representative of the New Party shall file with the Administrator a duly executed copy of the AGREEMENT. Upon approval, each New Party shall pay an Annual Assessment as determined by the Management Committee. In addition to paying the Annual Assessment, each New Party shall also pay an appropriate buy-in fee as established by the Management Committee, intended to reimburse the Program Fund for the New Party's share of costs that the DISCHARGERS have expended up to the date of the New Party's membership.
- 8.2 Upon approval of the Management Committee Members, the DISCHARGERS may enter into agreements with third-party state or federal agencies for the purpose of sharing data. These agencies shall not become a party to this AGREEMENT, shall not have representation on the Management Committee, and shall not be part of the cost-sharing described in the Program Budget Guidelines and Cost Share (Exhibit C). Such agreements shall be for the sole objective of data sharing.
- 8.3 Any DISCHARGER may terminate its participation in this AGREEMENT by giving the Management Committee at least thirty (30) days written notice. If a DISCHARGER terminates its participation, the terminating DISCHARGER will bear the full responsibility for its compliance with the monitoring requirements of the Special Protections commencing on the date it terminates its participation. Unless the termination is scheduled to be effective at the close of the fiscal year in which the notice is given, termination shall constitute forfeiture of all of the terminating DISCHARGER's contributed share of the

Program Budget for the fiscal year in which the termination occurs. The cost allocations for the remaining DISCHARGERS shall be recalculated for the following fiscal year by the DISCHARGERS without the withdrawing DISCHARGER'S participation.

- 8.4 This AGREEMENT shall terminate immediately and without further notice should sufficient DISCHARGERS terminate their participation pursuant to Section 8.3 such that only a single DISCHARGER has not terminated its participation (Remaining DISCHARGER). Unless the AGREEMENT terminates pursuant to this section at the close of a fiscal year, any funds remaining in the Program Budget shall be forfeited to the Remaining DISCHARGERS to be used solely and exclusively in furtherance of the Remaining DISCHARGER's monitoring requirements pursuant to the Special Protections.

Section 9. General Provisions

- 9.1 Amendment. This AGREEMENT may be amended only by written agreement of all PARTIES. All PARTIES agree to bring any proposed amendment to this Agreement to their respective Executive Management, as applicable, within two (2) months following acceptance of the proposed amendment by the Management Committee.
- 9.2 Execution. This AGREEMENT may be executed by facsimile and delivered in any number of copies (counterparts) by the DISCHARGERS. When each DISCHARGER has signed and delivered at least one (1) counterpart to the Administrator, each counterpart shall be deemed an original and, taken together, shall constitute one and the same AGREEMENT, which shall be binding and effective as to the PARTIES hereto.
- 9.3 Liability. No PARTY shall, by entering into this AGREEMENT, participating in the Management Committee, or serving as the Administrator, assume or be deemed to assume responsibility for any other PARTY in complying with the requirements of the Special Protections. This AGREEMENT is intended solely for the convenience and benefit of the PARTIES and shall not be deemed to be for the benefit of any third party and may not be enforced by any third party, including, but not limited to, the Environmental Protection Agency, the SWRCB, the RWQCB, or any other person.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the DISCHARGERS pursuant to Government Code Section 895.6, the DISCHARGERS agree that all losses or liabilities incurred by a DISCHARGER shall not be shared pro rata, but instead, the DISCHARGERS agree that pursuant to Government Code Section 895.4, each of the DISCHARGERS shall fully defend, indemnify, and hold harmless each of the other DISCHARGERS from any claim, expense, or cost, damage, or liability imposed for injury, including, but not limited to, as defined by Government Code Section 810.8, occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying DISCHARGER, its officers, agents, or employees, under or in connection with or arising from any work, authority, or action taken under this AGREEMENT, including but not limited to any non-compliance by a DISCHARGER with its obligations under the Special Protections or MNDs. No DISCHARGER, nor any officer, Councilmember, Board member, employee, or agent thereof, shall be responsible for any damage or liability incurred by reason of the negligent acts or omissions or willful misconduct of any other DISCHARGERS, their officers, Council members, Board members, employees, or agents, under or in connection with or arising from any work,

authority, or actions taken under this AGREEMENT, including but not limited to any non-compliance by a DISCHARGERS with its obligations under the Special Protections or MNDs.

Notwithstanding the above, if the Administrator is negligent or intentionally wrongful in the performance of its duties under this AGREEMENT, it will be liable to the DISCHARGERS for any consequences of such negligent or intentionally wrongful performance.

- 9.4 Venue. Venue for any actions brought under this Agreement shall be as prescribed by California or Federal law.
- 9.5 Notices: Unless otherwise specified herein, all notices or demands required under this Agreement shall be in writing and shall either be hand-delivered or mailed by first class registered or certified mail, postage prepaid, addressed to the PARTIES to the addresses and to the attention of the person named in Exhibit D.
- 9.6 Governing Law: The terms of this Agreement are governed by, and shall be construed in accordance with, the laws of the State of California.
- 9.7 Severability: If any provision of this Agreement is held to be invalid, for any reason, by a court of law, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
- 9.8 Authorization: Each individual signing this Agreement warrants that he/she is authorized to do so on behalf of the entity on whose behalf he/she is signing and that they have the authority to bind that entity/individual to all the terms of this AGREEMENT, unless the individual's signature block indicates a different purpose for their signature.
- 9.9 Waiver: No waiver by the PARTIES of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision of this Agreement.
- 9.10 Entire Agreement: This Agreement, including Exhibits A, B, C, D, and E constitutes the complete and exclusive understanding between the PARTIES which supersedes all previous agreements, written or oral, regarding the subject matter of this Agreement. No changes, modifications or amendments to this Agreement (including Exhibit A, B, C, D and/or E) shall be valid unless they are in writing and duly executed by authorized representatives of all the PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the dates shown below:

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY

Date: _____

Signature

Printed Name and Title

CITY OF PACIFIC GROVE

Date: _____

Signature

Printed Name and Title

CITY OF MONTEREY

Date: _____

Signature

Printed Name and Title

CITY OF CARMEL-BY-THE-SEA

Date: _____

Signature

Printed Name and Title

COUNTY OF MONTEREY

Date: _____

Signature

Printed Name and Title

COUNTY OF SAN MATEO

Date: _____

Signature

Printed Name and Title

COUNTY OF MARIN

Date: _____

Signature

Printed Name and Title

PEBBLE BEACH COMPANY

Date: _____

Signature

Printed Name and Title

HOPKINS MARINE STATION

Date: _____

Signature

Printed Name and Title

MONTEREY BAY AQUARIUM

Date: _____

Signature

Printed Name and Title

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Date: _____

Signature

Printed Name and Title

EXHIBIT “A”

CENTRAL COAST REGIONAL AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE DISCHARGERS MONITORING PROGRAM

MANAGEMENT COMMITTEE BYLAWS

The Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program Management Committee shall be governed by the following Bylaws.

1. Representation. Each DISCHARGER shall designate a representative to attend meetings in person, by telephone or via a web-based meeting of the Management Committee, and may designate alternates as set forth in this AGREEMENT. If a DISCHARGER’S representative is unable to attend a meeting, the DISCHARGER’S alternates shall attend.
2. Voting. Each DISCHARGER shall have one vote and the Management Committee representative or their alternate shall vote on behalf of the DISCHARGER unless stated otherwise in this AGREEMENT. Voting on all matters shall be on a voice vote unless a roll call vote is requested by any member in attendance or is required pursuant to the Brown Act.

All actions taken by the Management Committee require the affirmative vote of a majority of the Management Committee members entitled to vote. However, the Program Budget, or any other matter having a financial impact on a DISCHARGER not contemplated in the Program Budget, shall be approved by a two-thirds majority vote of a quorum present at the Management Committee meeting where the action is taken.

3. Quorum. A majority of the Management Committee entitled to vote constitutes a quorum for the transaction of business.
4. Officers. The officers of the Management Committee shall consist of a Chair and Vice Chair. The Chair shall preside over all meetings of the Management Committee, and may call special meetings as necessary upon one week of notice to all DISCHARGERS. The Chair may vote on, and second any motion, but may not make a motion. The Vice Chair shall perform the duties of the Chair in the Chair’s absence.

In the first Fiscal Year the Administrator shall preside over the initial meeting of the Management Committee, and the first order of business for the initial meeting of the Management Committee shall be the election of the Chair and Vice Chair. The Chair and Vice Chair shall take up their duties immediately upon election.

In subsequent Fiscal Years the positions of Chair and Vice Chair shall be filled by election annually at the Management Committee’s meeting in January. If either position becomes vacant for any reason, an election shall be held to fill the position(s) at the next meeting of

the Management Committee. Should both positions be vacant at the same time, the Administrator shall serve as Chair until a Chair is elected by the Management Committee.

5. Meeting Schedule. Regular meetings will be held at a frequency commensurate with the workload of the Management Committee at pre-arranged dates.
6. Starting Time. Meetings will start promptly at the times designated in the meeting notices. Representatives shall endeavor to notify the Administrator whether they will be late or unable to attend.
7. Limitation of Discussion. Discussion on any particular matter by either Management Committee members or by any member of the general public may be limited at the discretion of the chair to such length of time as the chair may deem reasonable under the circumstances.
8. Administrator. The Administrator shall serve as Secretary. The Secretary shall, upon consultation with the Chair, prepare an agenda for each meeting, keep and publish minutes for each meeting (which shall be approved by the Management Committee at the subsequent meeting), prepare and post any notices as may be required by law, and have custody of all documents relating to the Management Committee.

The Administrator shall also serve as Treasurer. The Treasurer shall manage the Program Fund as set forth in the AGREEMENT.

9. New Members. New members may be added to the Management Committee as set forth in Section 8.1 of this AGREEMENT.
10. Bylaws. The information set forth in these Bylaws shall be deemed sufficient to serve as the Bylaws for the Management Committee, subject to approval by the DISCHARGERS.
11. Conduct of Meetings. The meetings are to be guided by the principles of Robert's Rules of Order. The Chair shall decide all questions of order.
12. Program Attorney. The Management Committee may select an attorney or law firm ("Program Attorney") to provide legal advice to the Management Committee on matters involving the Program. The Program Attorney may be the attorney of record for one of the DISCHARGERS, so long as such representation is disclosed and any conflicts of interest are resolved. The Program Attorney may provide such services under separate contract with any DISCHARGER or DISCHARGERS, but shall provide advance notification to all DISCHARGERS before providing such services to identify and resolve possible issues of conflict of interest. The Administrator may assist in coordination of activities with the Program Attorney, and shall provide such assistance as the Program Attorney may require, but shall not give direction to the Program Attorney without prior authorization from the Management Committee.
13. Amendment. These Bylaws may be amended only by a majority vote of all DISCHARGERS.

EXHIBIT “B”

CENTRAL COAST REGIONAL AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE DISCHARGERS MONITORING PROGRAM

RESPONSIBILITIES OF ADMINISTRATOR

The Administrator shall have the following responsibilities:

1. The Administrator shall administer the AGREEMENT, and maintain an appropriate book of accounts, which, among other things, shall specifically identify the costs incurred in implementing the AGREEMENT. These records shall be subject to inspection by any of the DISCHARGERS at all reasonable times.
2. Subject to the prior approval of the Management Committee, the Administrator may enter into such agreements as necessary with public agencies or outside contractors and consultants to carry out the Program objectives.
3. The Administrator shall serve as the Secretary and Treasurer to the Management Committee.
4. Arranging for and conducting meetings of the Management Committee, including preparation of agenda materials and meeting minutes.
5. The Administrator shall perform such other duties as may be required and agreed to by the Management Committee, including, but not limited to, contracting with and managing the work of outside consultants and contractors to perform related work if deemed necessary and appropriate by the Management Committee. The Administrator shall act in a reasonable amount of time to execute contracts with consultants and/or contractors, which have been requested and approved by the Management Committee. The Administrator shall provide a copy of any contract executed on behalf of the Program to any DISCHARGER or person designated by any DISCHARGER or the Management Committee upon request. The contract template shall require consultants to indemnify and name all DISCHARGERS as additional insured and shall meet minimum coverage amounts for insurance policies. The Management Committee shall approve by a majority vote the contract template to be used by the Administrator.

EXHIBIT “C”

CENTRAL COAST REGIONAL AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE DISCHARGERS MONITORING PROGRAM

PROGRAM BUDGET GUIDELINES AND COST SHARE

Program Budget Guidelines

The Year 1 Program budget shall be based upon 1) the State Water Board’s approved scope of work, a request for professional services, and the selected contractor’s cost proposal, and 2) Program Administrator actual time and materials costs, but not to exceed \$50,000, based on the billing rate schedule included below. The Administrator costs in Year 1 shall include, but not be limited to, the following activities:

- Establishment of program fund and accounting
- Invoices to DISCHARGERS
- Solicitation for professional services to implement Scope of Work
- Procurement and management of professional services agreement
- Coordination with Management Committee

For subsequent Fiscal Years, the Administrator will prepare a Draft Program Budget no later than April 1 for the succeeding Fiscal Year. The Draft Program Budget shall include a breakdown of the costs allocated to each DISCHARGER, in accordance with the Cost Sharing table below. The Administrator will revise the Draft Program Budget, as appropriate, to address concerns and comments from the Management Committee and the Management Committee will then approve and adopt a final Program Budget by June 15 prior to the wet season in which monitoring will occur.

The Administrator and the DISCHARGERS recognize that the Program Budget will be based on estimated costs, and that actual costs may differ from the budgeted amounts. If it appears that costs will exceed the budgeted amounts, the Administrator will notify the Management Committee as soon as the Administrator becomes aware of this and before incurring costs in excess of the budgeted amounts. If the Management Committee determines it is appropriate to have the Administrator incur additional costs above the budgeted amounts, the Administrator will prepare and submit a budget revision request for approval by the Management Committee. Time shall be allotted for Management Committee representatives to request their respective governing Boards or Councils to approve a budget increase request prior to approving a Program Budget revision. Only after the Management Committee approves an increase in the Program Budget will the Administrator incur costs in excess of the budgeted amounts. If there are unspent funds left at the end of the fiscal year, the Administrator will return to each DISCHARGER the unspent portion of that DISCHARGER’S payment, or credit that amount to the DISCHARGERS annual assessment for the subsequent fiscal year, at DISCHARGER’S discretion.

The Administrator will establish a separate job-cost code in its accounting system, to track the hours spent and out-of-pocket expenses directly related to performing work as the Administrator, which will be charged to the Program Fund. The Administrator will include in the Management Committee’s meeting agenda reports a summary of the work the Administrator has performed during the intervening time period, the total costs of that work, and the portion of the cost allocated to each DISCHARGER. The portion of the cost allocated to the DISCHARGER will be calculated in accordance with the cost-sharing approach outlined in the Cost-Sharing chart below.

The costs for the Program Administrator will consist of direct costs, as described below.

Cost-Sharing

The Cost Sharing table below shows how the annual Program Budget will be shared amongst the DISCHARGERS based on the Scope of Work (“Exhibit E”). Each DISCHARGER’s Percentage Participation in the Program Budget components shall be as set forth in the table below:

| Agency | Outfalls 18" to 36" | Percentage of outfalls 18" - 36" (Budget A) | Outfalls = to or >36" w/ receiving water | Percentage of outfalls = to or >36" (Budget B) | Outfalls = to or >36" w/out receiving water | Percentage of outfalls = or >36" (Budget C) | Percentage Participation in Budget Component D |
|------------------|---------------------|---|--|--|---|---|--|
| Pacific Grove | 7 | 30.4% | 1.83 | 22.9% | 1 | 50% | 11.6% |
| City of Monterey | 0 | 0 % | .5 | 6.3% | 0 | 0% | 11.6% |
| Carmel | 9 | 39.1% | 1 | 12.5% | 0 | 0% | 11.6% |
| PBC | 3 | 13% | 1 | 12.5% | 1 | 50% | 11.6% |
| MBA | 0 | 0% | .33 | 4.2% | 0 | 0% | 7.1% |
| Hopkins | 0 | 0% | .33 | 4.2% | 0 | 0% | 7.1% |
| Marin County | 0 | 0% | 1 | 12.5% | 0 | 0% | 11.6% |
| Monterey County | 0 | 0 % | 1 | 12.5% | 0 | 0% | 11.6% |
| San Mateo County | 4 | 17.4% | 1 | 12.5% | 0 | 0% | 11.6% |
| Caltrans | 0 | 0% | 0 | 0% | 0 | 0% | 4.9% |
| Total | 23 | 100% | 8 | 100% | 2 | 100% | 100% |

Program Budget Components

The Program Budget shall be allocated into the following components:

- Component “A” shall consist of all costs associated with Program Core Monitoring for Runoff and Outfalls from 18” to <36” diameter.
- Component “B” shall consist of all costs associated with Program Core Monitoring for Outfalls from >36” diameter, with a receiving water site.
- Component “C” shall consist of all costs associated with Program Core Monitoring for Outfalls from >36” diameter, without a receiving water site.
- Component “D” shall consist of the Program Regional Monitoring, including large discharge receiving water, reference site receiving water, rocky intertidal and

bioaccumulation monitoring, technical management and reporting, and Program Administrator costs (not to exceed \$50,000 in Year 1). Caltrans shall participate only in the bioaccumulation and rocky intertidal Program Regional Monitoring.

Annual Assessment

Each DISCHARGER’s Annual Assessment shall be the sum of the amounts calculated by multiplying each component of the Program Budget by the DISCHARGER’s Percentage Participation in that component.

Administrator Costs

Administrator costs will be compensated for actual direct costs on a time and materials basis. In Year 1, time and materials costs shall not exceed \$50,000 and shall be charged at the following rates (salary plus benefits):

| | |
|----------------------------|----------|
| Admin Assistant | \$55/hr |
| Executive Assistant | \$65/hr |
| Accountant | \$80/hr |
| Associate Engineer | \$110/hr |
| Director of Finance | \$135/hr |
| Director of Admin Services | \$150/hr |
| Assistant General Manager | \$165/hr |
| General Manager | \$190/hr |

Direct Costs are defined as costs incurred for necessary services and/or materials in the course of managing the Program. Direct costs shall be charged at actual cost. All direct costs shall be tracked and accounted for each fiscal year and provided in an independent annual audit in accordance with Section 5.8. Direct costs are those which can be and are tracked through time cards, invoices, record keeping systems, and other records that specifically allocate a cost to the Central Coast Regional Areas of Special Biological Significance Dischargers Monitoring Program.

EXHIBIT “D”

NOTICES

Pursuant to Section 9.5, unless otherwise specified, all notices or demands required under this Agreement shall be in writing and shall either be hand-delivered or mailed by first class registered or certified mail, postage prepaid, addressed to the PARTIES to the addresses and to the attention of the person named below:

CITY OF PACIFIC GROVE:

Sarah Hardgrave
Environmental Programs Manager
Public Works Department
2100 Sunset Drive
Pacific Grove, CA 93950

CITY OF MONTEREY:

Tom Reeves
City Engineer
Plans and Public Works
580 Pacific St.
Monterey, CA 93940

CITY OF CARMEL-BY-THE-SEA:

Jason Stilwell
City Administrator
Carmel-by-the-Sea City Hall
P.O. Box CC
Carmel-by-the-Sea, CA 93921

COUNTY OF MONTEREY:

Tom Harty
Stormwater Program Manager
Resource Management Agency - Department of Public Works
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

COUNTY OF SAN MATEO:

James C. Porter
Director
Department of Public Works and Parks

555 County Center, 5th Floor
Redwood City, CA 94063-1665

COUNTY OF MARIN:

Terri Fashing
Stormwater Program Administrator
Marin County Department of Public Works
3501 Civic Center Drive, Room 304
San Rafael, CA 94903

PEBBLE BEACH COMPANY:

Thomas Quattlebaum
Environmental Manager
4005 Sunridge Road
Pebble Beach, CA 93953

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY,
THROUGH ITS HOPKINS MARINE STATION:

Chris Patton
Hopkins Marine Station
Stanford University
Pacific Grove CA 93950-3094

MONTEREY BAY AQUARIUM:

Roger Phillips
Director of Applied Research
Monterey Bay Aquarium
886 Cannery Row
Monterey, CA 93940

CALIFORNIA DEPARTMENT OF TRANSPORTATION (Caltrans):

Bhaskar Joshi
Office Chief-Storm Water Program Development
California Department of Transportation
1120 N Street, MS27
Sacramento, CA 95814

EXHIBIT “E”

SCOPE OF WORK

Central California Areas of Special Biological Significance Storm Water Monitoring to Satisfy Special Protections November 26, 2012

I. Introduction

The Central Coast ASBS Regional Monitoring Program will be implemented during the 2012–2013 and 2013-2014 storm seasons and includes all ASBS responsible parties¹ on the Central Coast, covering an area from Big Sur, in Monterey County, to Pt. Reyes, in Marin County. This Scope of Work for the Central Coast ASBS Regional Monitoring Program has been developed through discussions with staff from State and Regional Water Boards, as well as the responsible parties discharging storm water into Areas of Special Biological Significance (ASBS).

II. Technical Program

In all specifications for storm water and receiving water monitoring that follow, the minimum requirement for a storm shall satisfy the criteria specified in the Special Protections (i.e., >0.10 inches of rainfall resulting in runoff, >72 hours from the previous storm). Moreover, every attempt shall be made to satisfy the criteria for storm runoff monitoring conducted by the Monterey Bay National Marine Sanctuary (i.e., sheeting water on roadways, heavy flow through the storm drain system and conductivity levels less than 1000 micro Siemens (μS) and declining) and ensure sufficient time after the initiation of rainfall to allow for time of concentration to include flow runoff from all parts of the catchment or watershed.

This Scope of Work covers monitoring requirements specified in the Special Protections for 10 participants¹ designated as Responsible Parties, as follows:

- Marin County
- San Mateo County
- Monterey Bay Aquarium
- Hopkins Marine Station
- City of Monterey
- City of Pacific Grove
- Carmel by the Sea
- Pebble Beach Company
- Monterey County
- Caltrans

¹ It should be noted that two Responsible Parties, National Park Service and California Department of Parks and Recreation, did not commit to participation in the Central Coast regional program. These State and Federal Agencies may contract separately to implement their monitoring requirements, but with a commitment that they use the same monitoring design, laboratories for sample analysis and provide their data for analysis with the other participants.

While the City of Monterey is a Responsible Party, it does not operate any storm runoff outfalls of its own that drain into an ASBS. It does, however, contribute runoff to an ASBS outfall operated by the City of Pacific Grove. Storm water, sediment, receiving water and reference site monitoring will be performed under this Scope of Work for Monterey Bay Aquarium and Hopkins Marine Station in compliance with the individual Draft Mitigated Negative Declaration documents issued to each. These two participants have other monitoring requirements for seawater discharges that are being performed outside this Scope of Work.

A. Core Monitoring

1. Runoff Flow Measurements

Total annual storm runoff from each participant shall be estimated (modeled) by using measured rainfall and the amount of impervious area (to be provided by each participant) in each catchment. Targeted ground-truth measurements will be made to calibrate the model. This runoff modeling will permit estimates of total annual and event-specific loads for each participant.

2. Discharge Monitoring

All outfalls ≥ 18 inches shall be sampled, as follows:

- a. 1 storm in each of 2 years, except for discharges at receiving water sites, which shall be sampled in the same 3 storms sampled for receiving water;
- b. Each sample shall be analyzed for oil and grease, total suspended solids and fecal indicator bacteria;
- c. Annual samples (1 storm in each year) shall be analyzed for critical life stage chronic toxicity with a sea urchin using salted-up water.

All samples from outfalls ≥ 36 inches shall be sampled, as follows:

- a. 1 storm in each of 2 years, except for discharges at receiving water sites, which shall be sampled in the same 3 storms each year that are sampled for receiving water;
- b. Each sample shall be analyzed for oil and grease, total suspended solids and fecal indicator bacteria, California Ocean Plan trace metals, polynuclear aromatic hydrocarbons, organophosphorous pesticides, pyrethroid pesticides and nutrients (ammonia, nitrate, urea and phosphate);
- c. Annual samples (1 storm in each year) shall be analyzed for critical life stage chronic toxicity with a sea urchin test using salted-up discharge water.

B. Receiving Water and Reference Monitoring

1. Receiving Water Monitoring

Receiving water (receiving water = in the surf zone at the point of contact between runoff and the ocean) at 11 large storm water outfalls selected to represent worst-case conditions shall be sampled as follows:

- a. Samples shall be collected before and during 3 storms in each of 2 years;
- b. Each sample shall be analyzed for oil and grease, total suspended solids, fecal indicator bacteria, California Ocean Plan trace metals, polynuclear aromatic hydrocarbons, organophosphorous pesticides, pyrethroid pesticides and nutrients (i.e., nitrate, ammonia, urea, orthophosphate);

- c. Samples collected during storms shall be analyzed for critical life stage chronic toxicity with 3 marine species (sea urchin, mussel and giant kelp).

Specific locations of outfalls to be monitored are as follows:

| | >18" | >36" | Responsible Party | Location | Longitude | Latitude | Nearest SWRCB Site | | |
|---|------|------------------|--------------------|---|-------------|-----------|--------------------|------------|----------|
| | | | | | | | ID | Longitude | Latitude |
| | | X ^a | Marin County | Trailhead at Agate Beach | -122.71059 | 37.89749 | DUX009 | -122.71058 | 37.89757 |
| X | | | San Mateo County | Maritime Walk | -122.517537 | 37.531153 | FIT012 | -122.51756 | 37.53115 |
| X | | | San Mateo County | Juliana | -122.516679 | 37.529092 | FIT015 | -122.51667 | 37.52915 |
| X | | | San Mateo County | Distillery | -122.513269 | 37.517706 | FIT028 | -122.51355 | 37.51789 |
| X | | | San Mateo County | Madrone | -122.511592 | 37.514237 | FIT029 | -122.51067 | 37.51246 |
| | | X ^a | San Mateo County | Weinke Way | -122.516958 | 37.528645 | FIT016 | -122.5173 | 37.5282 |
| | | X ^a | Pacific Grove | Lover's at Ocean View | -121.91614 | 36.6246 | PCG120 | -121.91613 | 36.6246 |
| X | | | Pacific Grove | Ocean View between Fountain Avenue and 15th Street | -121.914835 | 36.62381 | PCG215 | -121.91484 | 36.62378 |
| | | X ^{a b} | Pacific Grove | Ocean View between 12th Street and 13th Street | -121.913831 | 36.622873 | PCG219 | -121.91381 | 36.62281 |
| | | X | Pacific Grove | Ocean View at 15th Street | -121.91472 | 36.62339 | PCG217 | -121.91472 | 36.62339 |
| X | | | Pacific Grove | Ocean View between Clyde Street and Naiaid Street | -121.919561 | 36.627369 | PCG069 | -121.91955 | 36.62735 |
| X | | | Pacific Grove | Northwest corner of Lover's Point Park at Ocean View Boulevard | -121.916596 | 36.626648 | PCG098 | -121.91657 | 36.6266 |
| X | | | Pacific Grove | Grand Avenue at Ocean View | -121.914835 | 36.62381 | PCG215 | -121.91484 | 36.62378 |
| X | | | Pacific Grove | 8th Street at Ocean View | -121.910348 | 36.621624 | PCG229 | -121.91036 | 36.62162 |
| X | | X ^{a c} | Pacific Grove | Ocean View at the Hopkins Marine Laboratory Stanford University | -121.90305 | 36.61897 | PCG257 PCG258 | -121.90305 | 36.61897 |
| X | | | Pacific Grove | At Ocean View between 7th Street and 5th Street | -121.909634 | 36.621125 | PCG230 | -121.90995 | 36.62115 |
| | | X ^a | County of Monterey | Scenic Road (12 th) | -121.93286 | 36.54439 | CAR029 | -121.93286 | 36.54439 |
| | | X ^a | Carmel | 4 th Avenue | -121.93075 | 36.55610 | CAR062 | -121.93075 | 36.55605 |
| X | | | Carmel | Ocean Avenue | -121.93030 | 36.55502 | CAR061 | -121.93033 | 36.55501 |
| X | | | Carmel | 8 th Avenue | -121.92940 | 36.55250 | CAR059 | -121.92933 | 36.55275 |
| X | | | Carmel | 10 th Avenue | -121.92898 | 36.55007 | CAR050 | -121.92904 | 36.55003 |
| X | | | Carmel | 11 th Avenue | -121.92877 | 36.54883 | CAR046 | -121.92877 | 36.54881 |
| X | | | Carmel | 13 th Avenue | -121.92903 | 36.54641 | CAR037 | -121.9291 | 36.5464 |
| X | | | Carmel | parking lot at Del Mar near Ocean Avenue | -121.93003 | 36.55442 | CAR060 | -121.93006 | 36.55439 |

| >18" | >36" | Responsible Party | Location | Longitude | Latitude | Nearest SWRCB Site | | |
|----------------|----------------|----------------------|-------------------------------------|-------------|-----------|--------------------|------------|----------|
| | | | | | | ID | Longitude | Latitude |
| X | | Carmel | 9 th Avenue | -121.92890 | 36.55117 | CAR055 | -121.92891 | 36.55117 |
| X | | Carmel | Scenic Road & Santa Lucia Avenue | -121.92962 | 36.54552 | CAR093 | -121.92968 | 36.54547 |
| X | | Carmel | 12 th Avenue | -121.92857 | 36.54765 | CAR044 | -121.92854 | 36.54767 |
| X | | Pebble Beach Company | Stillwater Pier | -121.942739 | 36.566625 | CAR279 | -121.94274 | 36.56655 |
| X | | Pebble Beach Company | 18 th Fairway PBGL | -121.948014 | 36.567247 | CAR299 | -121.94803 | 36.5672 |
| X | | Pebble Beach Company | 18 th Green PBGL / Lodge | -121.950131 | 36.567372 | CAR221 | -121.9501 | 36.56738 |
| | X ^a | Pebble Beach Company | 18 th Green PBGL / Lodge | -121.950097 | 36.567383 | CAR220 | -121.95001 | 36.56741 |
| | X | Pebble Beach Company | 9 th Green PBGL | -121.933397 | 36.560394 | CAR076 | -121.93337 | 36.5603 |
| X ^a | | Caltrans | Fitzgerald | -122.51771 | 37.53154 | FIT011 | -122.51771 | 37.53154 |
| | X | Caltrans | Año Nuevo | -122.29297 | 37.10714 | ANO035 | -122.29297 | 37.10714 |
| | X | Caltrans | Año Nuevo | -122.297 | 37.11084 | ANO034 | -122.297 | 37.11084 |
| | X | Caltrans | Año Nuevo | -122.29764 | 37.1113 | ANO032 | -122.29764 | 37.1113 |
| | X ^a | Caltrans | Año Nuevo | -122.29881 | 37.11202 | ANO033 | -122.29881 | 37.11202 |
| | X | Caltrans | Año Nuevo | -122.30121 | 37.11334 | ANO030 | -122.30121 | 37.11334 |
| | X | Caltrans | Carmel Bay | -121.9247 | 36.52453 | CAR007 | -121.9247 | 36.52453 |
| X | | Caltrans | Carmel Bay | -121.92457 | 36.52469 | CAR026 | -121.92457 | 36.52469 |

^a = Sites selected for discharge receiving water monitoring

^b = Monitoring of this site will be shared between the cities of Pacific Grove and Monterey

^c = Monitoring of this site will be shared among Pacific Grove, Monterey Bay Aquarium and Hopkins Marine Station

2. Reference Site Monitoring

Ocean water at 11 selected reference sites (reference site = in the surf zone at the mouth of a watershed with >90% open space and no listed water quality impairments) shall be sampled as follows:

- a. Samples shall be collected during 3 storms in each of 2 years;
- b. Each sample shall be analyzed for oil and grease, total suspended solids, fecal indicator bacteria, California Ocean Plan trace metals, polynuclear aromatic hydrocarbons, organophosphorous pesticides, pyrethroid pesticides and nutrients;
- c. Each sample shall be analyzed for of critical life stage chronic toxicity with 3 marine species (sea urchin, mussel and giant kelp).

The proposed locations for reference sites span the study region. One reference site described below is not part of this Scope of Work, but is included because State Water Board staff requested that the Central Coast regional program determine the location of that reference site. Locations of sites south of Point Lobos were selected based upon a reconnaissance survey made on November 19, 2012. Several of these southern sites involve either substantial hikes, permission from property owners or special permission for vehicle access. Consequently, adjustments to site locations may be necessary. Moreover, access to at least one site will require crossing a creek to reach the beach at the creek mouth and extreme precautions will be necessary during storm events. The proposed reference locations for water quality monitoring are as follows:

| Region | Specific Site |
|-------------------------------------|--|
| North of Point Reyes | Salmon Creek (USAF responsibility, not covered by this Scope of Work)) |
| San Mateo County | Tunitas Creek |
| | Gazos Creek |
| South of Año Nuevo | Scott Creek |
| Non-urban shoreline in Monterey Bay | La Selva Beach |
| | Marina State Beach |
| South of Point Lobos | Malpaso Creek ^a |
| | Doud Creek |
| | Little Sur River ^b |
| Big Sur coast ^a | Big Sur River |
| | Sycamore Creek |
| | Big Creek |
| Total covered by the Scope of Work | 11 |

^a = Beach access to ocean requires crossing the creek.

^b = Public access to be determined.

3. Biological Monitoring

Recent studies have examined whether rocky intertidal communities vary in response to storm water discharges. Initial results from southern California suggest that 2 out of 11 discharge sites exhibited community composition and abundances that could be consistent with storm water discharges (Raimondi *et al*, 2012). Consequently, monitoring of rocky intertidal communities shall be part of this program. The community structure in rocky intertidal habitats shall be measured once at 6 sites near ASBS storm water discharges and at 2 reference sites. Sampling shall involve point-contact estimates of substrate coverage by species along transects from the high intertidal zone to the low intertidal zone. Biological monitoring sites have been selected in consultation among permittees and regulatory agencies with consideration for the locations of sites with existing data.

Rocky intertidal communities will be sampled at the following sites:

| ASBS | Sampling Site Name |
|---|---------------------------|
| Año Nuevo Point and Islands ASBS | Año Nuevo |
| Carmel Bay ASBS | Stillwater |
| Duxbury Reef ASBS | Bolinas Point |
| James V. Fitzgerald Marine Reserve ASBS | Fitzgerald Marine Reserve |
| Pacific Grove ASBS | Hopkins |
| Point Lobos Ecological Reserve ASBS | Point Lobos |
| Reference | Santa Maria Creek |
| Reference | Pigeon Point |

4. Bioaccumulation Monitoring

California mussels are known to accumulate concentrations of pollutants in their tissues to concentrations much higher than found in the surrounding water. Consequently, they have been widely applied in studies of water quality status and trends (e.g., CCLEAN, 2012; Davis *et al*, 1999). Consequently, concentrations of contaminants shall be measured in resident mussels from sites near ASBS storm water discharges and from reference sites distant from urbanized ASBS areas utilizing existing programs, wherever possible, as follows:

- a. Population composites of mussels of roughly uniform shell length shall be collected from each of 7 sites.
- b. Each composite shall be thoroughly homogenized and analyzed for polynuclear aromatic hydrocarbons, polychlorinated biphenyls, polybrominated diphenyl ethers, chlorinated pesticides, pyrethroid pesticides and Lomefloxacin. These analytes are slightly different from those measured in sections A and B and, except for pyrethroids and Lomefloxacin, are consistent with those measured by CCLEAN.

The following sites will be sampled for bioaccumulation:

| Sites |
|-------------|
| Point Reyes |
| Scott Creek |

| Sites |
|-----------------------------------|
| Laguna Creek |
| 41 st Avenue, Capitola |
| Lovers Point |
| Fanshell Overlook, 17-Mile Drive |
| Carmel River Beach |
| Total = 7 |

C. Mooring Field Operations (Pebble Beach Company only)

1. Receiving Water

Ocean receiving water at the mooring facility shall be sampled as follows:

- a. Samples shall be collected monthly from May through October on a high use weekend in each month.
- b. Samples shall be analyzed for Ocean Plan indicator bacteria, residual chlorine, copper, zinc, grease and oil, methylene blue active substances (MBAS), and ammonia nitrogen.

2. Sediments

Subtidal sediment shall be sampled, as follows:

- a. Samples shall be collected annually from within the mooring field and below the pier.
- b. Samples shall be analyzed for Ocean Plan Table 1 metals (for marine aquatic life beneficial use), acute toxicity (using *Eohaustorius estuaries*), PAHs, and tributyltin.

D. General Requirements

1. Ensure Data Quality

- a. All sampling and analysis shall conform to a Sampling and Analysis Plan (SAP) and to a Quality Assurance Program Plan (QAPP) that are consistent with requirements of the State of California Surface Water Ambient Monitoring Program (SWAMP). At a minimum, sampling shall be conducted so as to ensure that samples are representative of the site and matrix being sampled and to minimize the introduction of extraneous contamination into samples. Ultra-clean techniques shall be used for collection samples to be analyzed for organic contaminants and trace metals.
- b. Samples of the same type shall all be performed by the same laboratory and shall include appropriate lab blanks, certified reference materials, matrix spikes and matrix spike duplicates and reporting limits shall equal or be lower than those required by SWAMP.
- c. An audit will be prepared describing laboratory performance relative to data quality objectives prescribed in the QAPP.

2. Ensure data availability

All chemical data will be uploaded to the California Environmental Data Exchange Network annually.

3. Reporting

Annual reports shall be delivered within 6 months of the completion of laboratory analyses. At a minimum, annual reports shall include a complete description of sampling methods, sites and analytical methods and analysis of data, including comparison of data from discharges and their respective receiving water sites with those from reference sites and the California Ocean Plan and shall be comparable to Schiff *et al* (2011). The annual report for the second year will be cumulative, including analysis of all data from both years to provide a characterization of storm water discharges and their effects on receiving water quality in Areas of Special Biological Significance.

4. Areas of Special Biological Significance Included

Storm runoff from program participants flows into the following ASBS:

- County of Marin
 - Duxbury Reef ASBS
- County of San Mateo
 - James V. Fitzgerald ASBS
- Monterey Bay Aquarium
 - Pacific Grove ASBS
- Hopkins Marine Station
 - Pacific Grove ASBS
- City of Monterey
 - Pacific Grove ASBS
- City of Pacific Grove
 - Pacific Grove ASBS
- City of Carmel
 - Carmel Bay ASBS
- Pebble Beach Company
 - Carmel Bay ASBS
- County of Monterey
 - Carmel Bay ASBS
- Caltrans
 - James V. Fitzgerald ASBS
 - Año Nuevo ASBS
 - Carmel Bay ASBS

E. Literature Cited

CCLEAN. 2012. Central Coast Long-term Environmental Assessment Network Annual Report, 2010–2011.

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COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Public Works and Parks



Date: December 3, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: James C. Porter, Director of Public Works and Parks

Subject: Federal Highway Administration Public Lands Highway Program
Discretionary Grant Application

RECOMMENDATION:

Adopt a Resolution authorizing application for and acceptance of a Federal Highway Administration Public Lands Highway Program Discretionary Grant for the Crystal Springs Regional Trail South of Highway 92 project in the amount of \$550,000.

BACKGROUND:

The Federal Highway Administration's Public Lands Highway Program Discretionary (PLHD) Grants Program was originally established in 1930 by the Amendment Relative to Construction of Roads through Public Lands and Federal Reservations. The intent of the program is to improve access to and within the Federal lands of the nation. The program has continued with every highway or transportation act.

The California Department of Transportation administers the program within California. In accordance with 23 U.S.C. 204(b)(5), the PLHD funds are available for "any kind of transportation project eligible for assistance under Title 23, United States Code, that is within, adjacent to, or provides access to" Federal lands or facilities. PLHD funds are available for transportation planning, research, engineering, and construction of the highways, roads, and parkways, and of transit facilities within the Federal public lands.

DISCUSSION:

The Crystal Springs Regional Trail South of Highway 92 Project is a proposed 0.9 mile segment of the Juan Bautista de Anza National Historic Trail located within the 23,000-acre San Francisco Watershed and has a "Grant of Scenic Easement" and "Grant of Scenic and Recreational Easement" over the watershed lands with the Secretary of the Interior for the National Park Service's Golden Gate National Recreation Area.

If successful, the grant will provide the final funding needed to meet the estimated \$1,194,549 cost of the Crystal Springs Regional Trail South of Highway 92 Project. Construction of the Project will be fully funded through grant monies. Other grants include the award of a \$195,549 grant from the Metropolitan Transportation Commission's Transportation Development Act Article 3 Program and pending award decisions for a \$200,000 grant from the California State Parks and Recreation Habitat Conservation Fund Program and \$250,000 from the California State Parks and Recreation's Land and Water Conservation Fund.

County Counsel has reviewed and approved the Resolution as to form.

Approval of this Resolution contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community as construction of a new Crystal Springs Regional Trail section increases the number and quality of natural experiences for County Park visitors. Each visitor that experiences the County's natural resources gains a greater appreciation of the need for their preservation.

FISCAL IMPACT:

There is no Net County Cost associated with applying for this grant program. Staff time to prepare the grant application is included in the current Parks Division budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A
FEDERAL HIGHWAY ADMINISTRATION PUBLIC LANDS HIGHWAY PROGRAM
DISCRETIONARY GRANT FOR THE CRYSTAL SPRINGS REGIONAL TRAIL
SOUTH OF HIGHWAY 92 PROJECT IN THE AMOUNT OF \$550,000**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the Federal Highway Administration's Public Lands Highway Program Discretionary Grants Program (PLHD) was originally established in 1930 by the Amendment Relative to Construction of Roads through Public Lands and Federal Reservations, and today the program continues through highway and transportation acts for transportation projects adjacent to or providing access to Federal lands or facilities; and

WHEREAS, the California Department of Transportation (CalTrans) has been delegated the responsibility for administration of the Federal Highway Administration's PLHD, setting up necessary procedures governing grant applications for the PLHD; and

WHEREAS, said procedures established by Federal Highway Administration require CalTrans to request a Resolution of the Board of Supervisors approving approval of an authorized representative to sign and submit a PLHD grant application; and

WHEREAS, the County will enter into a contract with the State of California to complete the project.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors approves the application for and acceptance of a Federal Highway Administration Public Lands Highway Program Discretionary Grant for the Crystal Springs Regional Trail South of Highway 92 Project in the amount of \$550,000; and

Authorizes the Director of Public Works or his designee to execute in the name of the County of San Mateo all necessary applications, contracts, agreements, amendments and payment requests hereto for the purpose of implementing the purposes specified in the grant application and make all necessary grant assurances.

* * * * *



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Sheriff's Office



Date: December 5, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Greg Munks, Sheriff
Subject: Amendment to the agreement with Specimen Specialists of America, Inc.

RECOMMENDATION:

Adopt a Resolution authorizing an amendment to the agreement with Specimen Specialists of America, Inc. for forensic phlebotomy services, increasing the amount by \$163,960 to \$453,960.

BACKGROUND:

In April 2012, a Request for Proposals (RFP) was issued for phlebotomy services. Two vendors submitted proposals and Specimen Specialists of America, Inc. was selected. Timely response, clear procedures associated with chain of custody of evidence, and price per draw were considerations for the selection of Specimen Specialists of America, Inc.

On August 14, 2012, the Board entered into a contract with Specimen Specialists of America, Inc. for forensic phlebotomy services from September 1, 2012 through June 30, 2015 in the amount of \$290,000.

DISCUSSION:

Phlebotomy services provided under the agreement with Specimen Specialists of America, Inc. consist of the collection of blood specimen evidence to be used in the prosecution of driving under the influence and other crimes. This evidence gathering occurs at locations throughout the County as well as at Stanford Medical Center and San Francisco General Hospital.

The initial agreement amount was projected based on the average use of 2,040 draws annually and the flat rate per draw of \$49.85. The agreement mandates strict compliance with blood draw procedures and that the phlebotomists arrive at the blood draw site within 40 minutes of dispatch.

Within the first month of service, it became apparent that there were not sufficient phlebotomists staffed to handle the requests for on-site blood draws during peak hours and days. The Sacramento based Contractor advised the Sheriff's Office that they were having difficulty retaining a sufficient number of phlebotomists to cover the on-site requests throughout the County and neglected to factor in the cost of living difference. The contract requires phlebotomist to be on-call 24 hours a day, 7 days a week, year round. To increase the number of phlebotomist on-call which will allow sufficient coverage for on-site draw requests, the Contractor has proposed an increase to the flat fee for each blood draw. The increase will allow the Contractor to hire additional phlebotomists which will enable the Contractor to allocate the appropriate resources during peak hours and days.

The amendment to the contract will increase the flat rate per draw from \$49.85 to \$78. The increased rate is still 18% less than what the other vendor responding to the RFP had proposed.

The Resolution and amendment have been reviewed and approved by County Counsel as to form.

This amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by assuring timely response to public safety incidents and that evidence is gathered in a timely fashion.

PERFORMANCE MEASURES:

| Measures | FY 2011-12 Actual | FY 2012-13 Projected |
|---|--------------------------|-----------------------------|
| Blood draws per month | 170 | 170 |
| Percentage of times a phlebotomist is at a designated site within 40 minutes of telephone request | 90% | 98% |

FISCAL IMPACT:

The amendment increases the contract by \$163,960 to a revised contract maximum of \$453,960. The increased amount has been included in the Sheriff's Office FY 2012-13 Budget and will be funded through a combination of existing resources and user fees. The Sheriff's Office invoices most Forensic Laboratory client agencies for requested phlebotomy services.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH
SPECIMEN SPECIALISTS OF AMERICA, INC. FOR FORENSIC PHLEBOTOMY
SERVICES, INCREASING THE AMOUNT BY \$163,960 TO \$453,960**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, in the course of law enforcement activities, it is necessary to gather forensic evidence to aid in the prosecution of individuals accused of a crime; and

WHEREAS, on August 14, 2012, the County entered into a contract with Specimen Specialists of America, Inc. for forensic phlebotomy services, for a 34-month term commencing September 1, 2012 through June 30, 2015 in an amount not to exceed \$290,000; and

WHEREAS, the current rate per draw is inadequate in order to maintain the sufficient staffing level to provide the services outlined in the contract; and

WHEREAS, both parties find it necessary to amend the contract by increasing the rate per draw from \$48.95 to \$78 and increasing the contract's not to exceed amount by \$163,960 to \$453,960; and

WHEREAS, this Board has been presented with said amendment, and has examined and approved them as to both form and content, and desires to enter into

same:

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board be, and is hereby authorized and directed to execute the amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

AMENDMENT ONE

TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SPECIMEN SPECIALISTS OF AMERICA, INC.

THIS FIRST AMENDMENT to the Agreement, entered into this ____ day of _____, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Specimen Specialists of America, Inc., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on August 14, 2012, the County of San Mateo entered into an Agreement (Resolution No. 072120) with Specimen Specialists of America, Inc. for the purpose of forensic phlebotomy services; and

WHEREAS, both parties wish to make modifications to the Agreement which include a rate increase for each blood draw and an increase in the amount of the contract by \$163,960 from \$290,000 to \$453,960;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph 3. Payments, of the Agreement is hereby deleted in its entirety and replaced with the following:

3. PAYMENTS

- In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **FOUR HUNDRED FIFTY THREE THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS, [\$453,960.00]**.

2. Exhibit B - Payments & Rates is hereby deleted in its entirety and replaced with Exhibit B - Payments & Rates (Revised October 2012), attached hereto and incorporated by reference herein.
3. This Amendment One is intended to serve as the sole Agreement of the parties with respect to the specific matters contained herein and any prior agreement, promises, negotiations or representations between the parties with respect to the subject matter of Amendment One not expressly stated in this document are not binding. Otherwise, Amendment One is hereby incorporated and made a part of the original Agreement and subject to all provisions therein. All other terms of the Agreement not in conflict with Amendment One shall remain in full effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

SPECIMEN SPECIALISTS OF AMERICA, INC.

BY: _____
(SIGNATURE)

ANWETTE FILICE

(PRINTED NAME)

DATE: 11/20/12

EXHIBIT B

(Revised October 2012)

PAYMENTS & RATES

In consideration of the services set forth in Exhibit A, Contractor shall County according to the following payments and rates:

I. RATES.

- A. County agrees to pay Contractor according to the following rates for the services set forth in Exhibit A:
1. Per draw Charge \$78.00
 2. Cancelled Requests (Dry Runs) \$78.00
 3. Court time..... no charge
 4. Travel time..... no charge
- B. If the services below are requested by County, County agrees to pay Contractor according to the following rates:
1. Urine Collection \$78.00 per collection
 2. DNA Collection..... \$78.00 per collection

II. METHOD OF PAYMENT.

- A. Invoicing Procedures.
1. Contractor shall submit **MONTHLY** invoices to the following:
San Mateo County Sheriff's Office
Forensic Laboratory
50 Tower Road
San Mateo, CA 94402-4035
 2. County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:
 - Agreement number
 - Detailed statement of services/work completed for the invoiced period.
 - A report (as an attachment) capturing the following information:

| | |
|---|---|
| <input type="checkbox"/> Service date | <input type="checkbox"/> Suspect's name |
| <input type="checkbox"/> Requesting agency | <input type="checkbox"/> Offense |
| <input type="checkbox"/> Agency case number | <input type="checkbox"/> Phlebotomist |
| <input type="checkbox"/> Officer | <input type="checkbox"/> Location |
| <input type="checkbox"/> Badge Number | |

- B. Contractor shall prepare and submit a monthly invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall **not exceed \$453,960.00** during the term of this agreement. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Sheriff's Office



Date: December 7, 2012
Board Meeting Date: January 8, 2013
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Greg Munks, Sheriff
Subject: 2012 Anti-Drug Abuse Enforcement Team Program Award

RECOMMENDATION:

- A. Adopt a Resolution authorizing the Sheriff to apply for and accept grant funds in the amount of \$205,208 from the FY 2012 Anti-Drug Abuse (ADA) Enforcement Team Program for the term of October 1, 2012 through September 30, 2013; and
- B. Approve a "Resolution of Support" as part of the application and acceptance requirements of the 2012 Anti-Drug Abuse Enforcement Team Program Grant.

BACKGROUND:

The San Mateo County Narcotics Task Force actively participates in local, state and federal narcotic related investigations in the County. This collaborative effort in combating illegal drug manufacturing and trafficking has resulted in significant drug seizures including cocaine, heroin, marijuana and methamphetamine. In recent years the use and sales of methamphetamine in San Mateo County has remained static. It is believed that this statistic is the positive result of the enforcement efforts of the San Mateo County Narcotics Task Force made possible by the funding provided by the Anti-Drug Abuse Justice Assistance Grants.

DISCUSSION:

The Board of State and Community Corrections will administer approximately \$13.5 million in Federal funds for FY 2012-13 and has allocated \$205,208 to San Mateo County.

It is proposed that the funding provided by the Anti-Drug Abuse Enforcement Team Program be utilized exclusively in support of the narcotics enforcement objectives/activities for supplemental overtime costs for 24 sworn personnel and the project audit. No other expenditures will be covered by the grant award.

The activities and operations associated with narcotic enforcement cannot be contained to an eight or ten hour standard shift schedule. Narcotic investigation is a specialized

field within law enforcement. The day to day responsibilities associated with the assignment frequently involve working long hours, including nights and weekends. Many of the activities associated with narcotic enforcement involve operating around the schedule of undercover operatives, confidential informants and/or narcotic traffickers who frequently conduct their illicit business during the days and hours they feel law enforcement are off duty. Drug traffickers often take extraordinary measures to either identify law enforcement who may be observing their activities or to avoid detection by law enforcement all of which supports the need for overtime by narcotic investigators.

Additionally, many of the missions associated with the SMCNTF, including but not limited to: the execution of search warrants, probation searches, and parole searches, are conducted in the early morning or late evening hours with the specific intent of surprising the intended targets for officer safety purposes and/or to reduce the opportunity of having evidence destroyed.

County Counsel has reviewed and approved the Resolution as to form.

Approval of this item contributes to the Shared Vision 2025 outcome of a Healthy Community by working collaboratively with other law enforcement agencies to enhance the safety our community.

PERFORMANCE MEASURES:

| Measures | FY 2011-12 Actual | FY 2012-13 Projected |
|--------------------------|------------------------------|---------------------------------|
| Number of investigations | 181 | 190 |
| Number of arrests | 144 | 150 |

FISCAL IMPACT:

The amount of the grant award is \$205,208 and requires no matching funds. The funding has been included in the Sheriff's Office FY 2012-13 Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE SHERIFF TO APPLY FOR AND ACCEPT GRANT FUNDS IN THE AMOUNT OF \$205,208 FROM THE FY 2012 ANTI-DRUG ABUSE (ADA) ENFORCEMENT TEAM PROGRAM FOR THE TERM OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013 AND APPROVE A "RESOLUTION OF SUPPORT" AS PART OF THE APPLICATION AND ACCEPTANCE REQUIREMENTS OF THE 2012 ANTI-DRUG ABUSE ENFORCEMENT TEAM PROGRAM GRANT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the San Mateo County Narcotics Task Force actively participates in local, state and federal narcotic related investigations in the County; and

WHEREAS, the San Mateo County Sheriff's Office desires to participate in the Anti-Drug Abuse Enforcement Team Grant Program supported by the Edward Byrne Memorial Justice Assistance Grant Program funds and administered by the Board of State and Community Corrections; and

WHEREAS, the Anti-Drug Abuse Justice Assistance Grant Program supports multi-jurisdictional drug task forces in each of California's 58 counties to combat manufacturing, distribution and drug sales; and

WHEREAS, the Board of State and Community Corrections has allocated \$205,208 from the Anti-Drug Abuse Enforcement Team Program to the County of San

Mateo; and

WHEREAS, funding will be utilized to supplement overtime costs for 24 sworn personnel and pay the costs of the project audit:

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors hereby authorizes the Sheriff to apply for and accept funding, on behalf of the County of San Mateo, from the Anti-Drug Abuse Enforcement Team Program grant administered by the Board of State and Community Corrections.

* * * * *

**COUNTY OF SAN MATEO BOARD OF SUPERVISORS,
STATE OF CALIFORNIA**

RESOLUTION NO. _____

WHEREAS, the San Mateo County Sheriff's Office desires to participate in the Anti-Drug Abuse Enforcement Team Program supported by the Edward Byrne Memorial Justice Assistance Grant Program funds administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED, that the Sheriff, by title, is authorized on behalf of this San Mateo County Board of Supervisors, to apply for this grant and accept funding from the BSCC. The Sheriff's Office is designated and authorized to sign the Grant Agreement with the BSCC, including any amendment or modifications thereof.

BE IT FURTHER RESOLVED, that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED, that the Sheriff's Office agrees to abide by the statutes and regulations governing the federal Justice Assistance Grant Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the Governing Board of San Mateo County Board of Supervisors held on this _____ day of January, 2013 to wit:

Ayes: _____

Notes: _____

Absent: _____

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS

