



TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
AGENDA PACKET

For the Meeting of Wednesday  
December 4, 2013

7:00 P.M. Regular Meeting

District Office  
1800 Willow Lake Road



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Mark Simon • Vice-President – Kevin Graves • Director – Bill Pease • Director – Chris Steele • Director – Marianne Wiesen

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**NOTICE OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday December 4, 2013  
REGULAR MEETING 7:00 P.M.  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)**

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

**C. PRESENTATIONS**

1. Power Point Presentation - Parks, Landscape, Community Center Activities and Progress Report

**D. AREA AGENCIES REPORTS / PRESENTATION**

1. Sheriff's Office Report
2. CHP Report
3. Fire District Report
4. East Contra Costa Fire Protection District Report
5. Supervisor Mary Piepho, District III Report

**E. COMMITTEE/LIAISON REPORTS**

1. Trans-Plan Report
2. County Planning Commission Report
3. Code Enforcement Report
4. Special Districts Report\*\*

*\*\*These meetings are held Quarterly*

**F. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. DRAFT minutes of previous special meeting dated November 6, 2013
2. DRAFT minutes of previous regular meeting dated November 6, 2013
3. Approve Register of District Invoices
4. Approve and Adopt Resolution 2013-23 Affirming compliance with the California Public Records Act by the Town of Discovery Bay
5. Approve and Accept the Contract work performed by GSE Construction, Inc., for the construction and completion of the Installation of Belt Press No.3 Project and direct Staff to record "Notice of Completion" with the Contra Costa County Recorder's Office

**G. NEW BUSINESS AND ACTION ITEMS**

1. Approve and Adopt Resolution 2013-22 continuing Employee Medical and Ancillary Health Benefit Coverage
2. Fiscal Year 2012-13 Year End Budget Review and Distribution of FINAL FY 2013-15 Annual Operating and Five Year CIP Budget (Due to the size of the Budget Document it will be distributed at the meeting and uploaded to the Town's Website)
3. Well 7 Electrical Backbone Installation and Service
4. Replacement of Oxidation Aerator Assemble

**H. PRESIDENT REPORT AND DIRECTORS' COMMENTS**

**I. MANAGER'S REPORT**

**J. GENERAL MANAGER'S REPORT**

1. Annual Workshop - Identify Date - Saturday, February 1, 2013 - 9:00 a.m. to 12:00 p.m.

**K. DISTRICT LEGAL COUNSEL REPORT**

**L. COMMITTEE UPDATES – Discussion and Possible Action**

1. Community Center Status Report (No written report)

**M. CORRESPONDENCE – Discussion and Possible Action**

1. R – East Contra Costa County meeting minutes dated October 7, 2013
2. R – Letter from Contra Costa County Supervisor Piepho regarding the Byron Union School District School Resource Officer Position for the 2013-2014 School Year
3. R – Contra Costa County Aviation Advisory Committee meeting minutes October 10, 2013

**N. PUBLIC RECORD REQUESTS RECEIVED**

1. Press Inquiry Regarding Elected Official Benefits received via email November 8, 2013

**O. FUTURE AGENDA ITEMS**

**P. ADJOURNMENT**

1. Adjourn to the next regular meeting dated December 18, 2013 starting at 7:00 p.m. on 1800 Willow Lake Rd – Located behind the Delta Community Presbyterian Church.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925)634-1131, during regular business hours, at least twenty-four hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



No Back Up  
Documentation  
For Agenda Item # C



No Back Up  
Documentation  
For Agenda Item # D



No Back Up  
Documentation  
For Agenda Item # E



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Mark Simon • Vice-President – Kevin Graves • Director – Bill Pease • Director – Chris Steele • Director – Marianne Wiesen

**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY CSD  
Wednesday November 6, 2013  
1800 Willow Lake Road, Discovery Bay, California  
SPECIAL MEETING 6:00 P.M.  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)**

**SPECIAL MEETING AT 6:00 P.M.**

**A. ROLL CALL**

**Call business meeting to order** – 6:00 p.m. by President Simon  
**Roll Call** – All Present with the exception of Director Pease  
**Director Pease** – Arrived at 6:06 p.m.

**B. PUBLIC COMMENT**

None

**C. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA  
(Government Code Section 54957.7)**

**Legal Counsel Schroeder** – The Board adjourned into Closed Session regarding action item D1.

**D. CLOSED SESSION:**

1. CONFERENCE WITH LABOR NEGOTIATOR Government Code Section 54957.6  
Agency Designated Representative: Richard J. Howard  
Unrepresented Employees: All

**E. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION  
(Government Code Section 54957.1)**

**Legal Counsel Schroeder** – The Board has reconvened into Closed Session regarding action item D-1. All of the Directors were present during the entirety of the Closed Session with the exception of Director Pease who arrived at 6:06 p.m. and remained through the remainder of the Closed Session. There are no reportable actions to report.

**F. ADJOURNMENT**

The meeting adjourned at 7:10 p.m. to the Regular Meeting on November 6, 2013 at 7:00 p.m. on 1800 Willow Lake Road.

//cmc – 11.12.13

<http://www.todb.ca.gov/content/agenda-and-minutes/>



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Mark Simon • Vice-President – Kevin Graves • Director – Bill Pease • Director – Chris Steele • Director – Marianne Wiesen

**MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday November 6, 2013  
REGULAR MEETING 7:00 P.M.  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)**

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

Call business meeting to order – 7:14 p.m. by President Simon  
Pledge of Allegiance – Led by Vice-President Graves  
Roll Call – All Present

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

None

**C. PRESENTATIONS**

None

**D. AREA AGENCIES REPORTS / PRESENTATION**

**1 Sheriff's Office Report**

**Deputy Scheftner** – Provided the law enforcement details for the month of October. There was discussion between the Board and Deputy Scheftner.

**2. CHP Report** – No Report

**3. Fire District Report** – No Report

**4. East Contra Costa Fire Protection District Report**

**Fire Chief Henderson** – Provided the Fire District Report for the month of October. There was discussion between the Board and Fire Chief Henderson. There was one Public Comment Speaker.

**5. Supervisor Mary Piepho, District III Report**

**Lea Castleberry** - Provided an update on several projects surrounding Discovery Bay.

**E. COMMITTEE/LIAISON REPORTS**

**1. Trans-Plan Report**

**Contra Costa County Planning Commissioner Duane Steele** – Provided an update. There was one Public Comment Speaker.

**2. County Planning Commission Report**

**Contra Costa County Planning Commissioner Duane Steele** – Provided an update.

**3. Code Enforcement Report** – No Report

**4. Special Districts Report\*\*** – No Report

\*\**These meetings are held Quarterly*

**F. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

**1. DRAFT minutes of previous annual Public Financing Authority meeting dated October 16, 2013**

**2. DRAFT minutes of previous regular meeting dated October 16, 2013**

**3. DRAFT minutes of previous joint meeting of the Board of Directors and Community Center Committee dated October 23, 2013**

**4. Approve Register of District Invoices**

**Motion by:** Director Pease to approve the Consent Calendar

**Second by:** Director Wiesen

**Vote:** Motion Carried – AYES: 5, NOES: 0

**G. NEW BUSINESS AND ACTION ITEMS**

**1. Purchase video surveillance system for the Discovery Bay Community Center**

**General Manager Howard** – Provided the details of item G-1

**District Engineer Harris** – Provided additional details of item G-1. There was discussion between the General Manager, the Board, the Water and Wastewater Manager, and the District Engineer. There were two Public Comment Speakers. Discovery Bay Lions Club President Jim Mattison provided a check in the amount of \$500.00 to President Simon to help offset the cost of the Security System.

**Motion by:** Vice-President Graves to approve the purchase and installation of Bosch Camera and Smart Alerting System by West Coast Security at the Discovery Bay Community Center and authorize the General Manager to execute a purchase order based on the proposal from West Coast Security in the amount of \$7,574.03; and approve miscellaneous expense up to \$750.00 for the installation of video and or audio network cabling as needed at the Community Center

**Second by:** Director Pease

**Vote:** Motion Carried – AYES: 5, NOES: 0

**2. Update on Investigation of low wastewater flows at the WWTPs**

**General Manager Howard** – Provided details of item G-2.

**District Engineer Harris** – Provided additional details of item G-2. There was discussion between the Board, the District Engineer, and the Water and Wastewater Manager.

**H. PRESIDENT REPORT AND DIRECTORS' COMMENTS**

**Director Steele** – Provided a verbal report on the details of the Byron Union School District meeting dated October 24, 2013.

**Vice-President Graves** – Provided a report and the details of the East Contra Costa County Fire Protection District meeting dated November 4, 2013.

**I. MANAGER'S REPORT**

None

**J. GENERAL MANAGER'S REPORT**

**General Manager Howard** – Provided the final draft of the Newsletter/Recreation Guide for the Discovery Bay Community Center.

**Water and Wastewater Manager Koehne** – Provided an update on the Sewer repair item for one of the rotors on the Oxidation Ditch.

**K. DISTRICT LEGAL COUNSEL REPORT**

None

**L. COMMITTEE UPDATES – Discussion and Possible Action**

1. Community Center Status Report (No written report)

None

**M. CORRESPONDENCE – Discussion and Possible Action**

1. R – Discovery Bay P-6 Zone Citizen Advisory Committee meeting minutes dated July 17, 2013

2. R – Byron Municipal Advisory Council meeting minutes dated August 15, 2013

**N. PUBLIC RECORD REQUESTS RECEIVED**

1. Public Record Request Received on 10-23-13 – Mr. Gutierrez, California Taxpayers Association

**O. FUTURE AGENDA ITEMS**

1. Community Center Landscaping

**P. ADJOURNMENT**

The meeting adjourned at 8:40 p.m. to the next regular meeting dated November 20, 2013 starting at 7:00 p.m. on 1800 Willow Lake Road.

//cmc – 11.13.13

<http://www.todb.ca.gov/content/agenda-and-minutes/>



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

December 04, 2013

**Prepared By:** Dina Breitstein, Finance Manager & Lesley Marable, Sr. Accounts Clerk  
**Submitted By:** Rick Howard, General Manager

*RH*

### Agenda Title

Approve Register of District Invoices

### Recommended Action

Staff recommends that the Board approve the listed invoices for payment

### Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

### Fiscal Impact:

**Amount Requested** \$ 342,376.18

**Sufficient Budgeted Funds Available?:** Yes (If no, see attached fiscal analysis)

**Prog/Fund #** See listing of invoices. **Category:** Operating Expenses and Capital Improvements

### Previous Relevant Board Actions for This Item

### Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2013/2014  
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2013/2014  
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2013/2014

AGENDA ITEM: F-3

**Request for authorization to pay invoices (RFA)**  
**For the Meeting on December 04, 2013**  
**Town of Discovery Bay CSD**  
**For Fiscal Year's 7/13 - 6/14**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
<b>Administration</b>				
Big Dog Computer	BDC32981	Monthly GOTO Nov 2013 & Printer Installation	10/31/13	\$217.50
Bill Pease	Nov 2013	Expense Report Nov 2013	11/22/13	\$614.32
Boething Treeland Farms, Inc.	TV248779	Slifer Park (Z61)	10/18/13	\$497.72
Boething Treeland Farms, Inc.	TV248781	Office Maintenance	10/18/13	\$121.90
Brentwood Ace Hardware	808/103013	Building Maintenance	10/30/13	\$28.57
Brentwood Ace Hardware	808/103013	Equipment Rental (Z61)	10/30/13	\$121.00
Brut Force Janitorial	10B	Remove Calcium from Wall (Z61)	10/11/13	\$250.00
Brut Force Janitorial	11/13	Janitorial Service Nov 2013	11/04/13	\$200.00
Brut Force Janitorial	11/13	Janitorial Service Nov 2013 (Z57,Z61)	11/04/13	\$50.00
California Special Districts Assoc.	5678/2014	2014 Membership Dues	11/01/13	\$4,919.00
Caselle, Inc.	53292	Support And Maintenance Dec 2013	11/01/13	\$760.00
Chris Steele	Nov 2013	Expense Report Nov 2013	11/22/13	\$756.51
Contra Costa Fire Equipment	2803	Annual Fire Hydrant Maintenance	11/28/13	\$99.35
County of Contra Costa Public Works Dept	917386	Encroachment Permit (Z61)	10/21/13	\$350.85
County of Contra Costa Public Works Dept	917387	Encroachment Permit (Z61)	10/21/13	\$255.09
Discovery Pest Control	502326	Building Maintenance	11/13/13	\$68.00
Express Employment Professionals	13178048-8	Admin Asst Week Ending 10/06/13 (Z35,Z57,Z61)	10/16/13	\$393.86
Express Employment Professionals	13213844-7	Admin Asst Week Ending 10/20/13 (Z35,Z61)	10/23/13	\$226.77
Express Employment Professionals	13279627-7	Admin Asst Week Ending 10/27/13 (Z57, Z61)	11/06/13	\$238.70
Freedom Mailing Service, Inc	23562	Water Bill Processing Oct 2013	11/15/13	\$1,155.18
I & T Backflow Testing	340	Backflow Tests (Z35,Z57,Z61)	11/12/13	\$560.00
Kevin Graves	Nov 2013	Expense Report Nov 2013	11/22/13	\$708.56
Marianne Wiesen	Nov 2013	Expense Report Nov 2013	11/22/13	\$575.00
Mark Simon	Nov 2013	Expense Report Nov 2013	11/22/13	\$628.19
Neopost (Postage Account)	7900044908384658/13	Postage	11/06/13	\$3.52
Neumiller & Beardslee	258601	Services Performed Through 09/30/13	10/15/13	\$193.50
Neumiller & Beardslee	258601	Services Performed Through 09/30/13	10/15/13	\$1,981.65
Neumiller & Beardslee	259047	Services Performed Through 10/31/13	11/14/13	\$2,439.91
Neumiller & Beardslee	259048	Public Records Request	11/14/13	\$172.00
Neumiller & Beardslee	259049	Hofmann v. TODD	11/14/13	\$380.57
Odyssey Landscape Co, Inc.	36039250	Monthly Maintenance (Z35,Z57,Z61)	10/20/13	\$7,397.53
Office Depot	661335398001	Office Supplies	06/07/13	\$4.44
Office Depot	680229641001	Office Supplies	10/25/13	\$70.50
Office Depot	680229642001	Office Supplies	10/28/13	\$1.80
Office Depot	681161103001	Office Supplies	11/01/13	\$406.30
Office Depot	681161208001	Office Supplies	11/01/13	\$4.33
Office Depot	681296102001	Office Supplies	11/04/13	\$33.62
Office Depot	681296153001	Office Supplies	11/04/13	\$35.27
Office Depot	682174187001	Office Supplies	11/08/13	\$59.01
ReliaStar Life Insurance Company	#JR52 457(B)/111513	457(b) 11/01/13-11/15/13	11/13/13	\$849.56
ReliaStar Life Insurance Company	#JR52 457(B)/113013	457(b) 11/16/13-11/30/13	11/16/13	\$849.56
Ross Recreation Equipment Co., Inc.	94303	Park Replacement (Z57)	11/07/13	\$1,402.85
SDRMA	13587	Medical Benefits Dec 2013	11/05/13	\$2,537.12
SDRMA	13653	Ancillary Benefits Dec 2013	11/22/13	\$632.06
Shred-It	9402758506	Shredding Service Oct 2013	11/01/13	\$59.92
Some Gave All	Nov 2013	Expense Report Nov 2013	11/22/13	\$690.00
Steven & Michelle Garnett	5627 ARCADIA CIR	Closed Account, Refund Overpayment	11/13/13	\$13.98
U.S. Bank Corporate Payment System	4246044555703473/101	Travel & Meetings	10/25/13	\$1,766.09
U.S. Bank Corporate Payment System	4246044555703473/101	Training & Education BOD	10/25/13	\$2,200.00
U.S. Bank Corporate Payment System	4246044555703473/101	Training & Education	10/25/13	\$400.00
U.S. Bank Corporate Payment System	4246044555703473/101	Vendor Holiday Appreciation	10/25/13	\$383.14
U.S. Bank Corporate Payment System	4246044555703473/101	Telephone General	10/25/13	\$427.50
U.S. Bank Corporate Payment System	4246044555703473/101	Telecom Networking	10/25/13	\$140.00
U.S. Bank Corporate Payment System	4246044555703473/101	Vehicle & Equipment Fuel	10/25/13	\$54.27
U.S. Bank Corporate Payment System	4246044555703473/101	Automotive Supplies & Repairs	10/25/13	\$17.99
U.S. Bank Corporate Payment System	4246044555703473/101	Info System Maintenance	10/25/13	\$808.12
U.S. Bank Corporate Payment System	4246044555703473/101	Computer Equipment & Supplies	10/25/13	\$86.79
U.S. Bank Corporate Payment System	4246044555703473/101	Office Supplies	10/25/13	\$194.79
U.S. Bank Corporate Payment System	4246044555703473/101	Building Maintenance	10/25/13	\$29.84
U.S. Bank Corporate Payment System	4246044555703473/101	Special Expense	10/25/13	\$398.37
Watersavers Irrigation Inc.	1398018-00	Point of Timber (Z61)	10/30/13	\$134.86
Waypoint Homes	2550 FOGHORN WAY	Closed Account, Refund Overpayment	11/13/13	\$19.05
Waypoint Homes	4035 REGATTA DR	Closed Account, Refund Overpayment	11/13/13	\$111.05

**Administration      Sub-Total      \$41,186.93**

**Water**

Aaron Goldsworthy	Nov 2013	Expense Report Nov 2013	11/15/13	\$367.80
Brentwood Ace Hardware	808/103013	Misc. Repair Items	10/30/13	\$12.46
Brut Force Janitorial	11/13	Janitorial Service Nov 2013	11/04/13	\$30.00
County of Contra Costa Public Works Dept	917387	Encroachment Permit	10/21/13	\$870.18
Discovery Bay Designs	970	Retirement Apparel	11/04/13	\$86.67
EnerPower	64404	Electric Charges 09/10/13-10/08/13	10/31/13	\$279.00
EnerPower	64405	Electric Charges 09/11/13-10/10/13	10/31/13	\$2,580.00
EnerPower	64406	Electric Charges 09/10/13-10/08/13	10/31/13	\$81.00
EnerPower	64407	Electric Charges 09/11/13-10/09/13	10/31/13	\$132.00
Express Employment Professionals	13178048-8	Admin Asst Week Ending 10/06/13	10/16/13	\$143.22
Express Employment Professionals	13213844-7	Admin Asst Week Ending 10/20/13	10/23/13	\$17.90
Express Employment Professionals	13279627-7	Admin Asst Week Ending 10/27/13	11/06/13	\$105.03
I & T Backflow Testing	340	Backflow Tests	11/12/13	\$175.00
J.W. Backhoe & Construction, Inc.	1993	Leak on Beaver Lane	10/29/13	\$1,833.25
J.W. Backhoe & Construction, Inc.	1995	Leak on Schooner Loop	10/29/13	\$1,144.65
J.W. Backhoe & Construction, Inc.	1999	Leak on Discovery Bay Blvd	11/03/13	\$6,214.70
J.W. Backhoe & Construction, Inc.	2001	Leak on Balboa Way	11/12/13	\$6,507.05
J.W. Backhoe & Construction, Inc.	2002	Leak on Discovery Point	11/14/13	\$3,109.90
J.W. Backhoe & Construction, Inc.	2003	Leak on Schooner Loop	11/14/13	\$2,670.35
J.W. Backhoe & Construction, Inc.	2005	Hauled Cutback to Plant#2	11/14/13	\$1,206.25
J.W. Backhoe & Construction, Inc.	2009	Paved on Discovery Bay and Balboa	11/18/13	\$5,122.78
Justin Moglie	Nov 2013	Expense Report Nov 2013	11/07/13	\$75.00
Luhdorff & Scalmanini	29221	Water Level Monitoring	10/27/13	\$245.00
Luhdorff & Scalmanini	29223	Well 1B Testing & Treatment	10/27/13	\$315.00
Neumiller & Beardslee	258601	Services Performed Through 09/30/13	10/15/13	\$129.00
Neumiller & Beardslee	258601	Services Performed Through 09/30/13	10/15/13	\$279.50
Pacific Gas & Electric	2943721807-5/1113	Electric & Gas Bill 10/09/13-11/06/13	11/12/13	\$34,961.86
Patricia Cimlov-Zahares	13-045	TODB Newsletter	11/13/13	\$456.00
Paul E. Vaz Trucking, Inc.	27350	Material and Freight	10/31/13	\$458.24
Paul E. Vaz Trucking, Inc.	27351	Freight	10/31/13	\$535.82
Paul E. Vaz Trucking, Inc.	27586	Freight & Material	11/15/13	\$226.14
Paul E. Vaz Trucking, Inc.	27587	Freight	11/15/13	\$264.43
ReliaStar Life Insurance Company	#JRS2 457(B)/111513	457(b) 11/01/13-11/15/13	11/13/13	\$50.00
ReliaStar Life Insurance Company	#JRS2 457(B)/113013	457(b) 11/16/13-11/30/13	11/16/13	\$50.00
SDRMA	13587	Medical Benefits Dec 2013	11/05/13	\$634.28
SDRMA	13653	Ancillary Benefits Dec 2013	11/22/13	\$4.28
Tracy Chevrolet	42434	Vehicle Repair	09/05/13	\$28.41
U.S. Bank Corporate Payment System	4246044555703473/101	Telephone General	10/25/13	\$217.56
U.S. Bank Corporate Payment System	4246044555703473/101	Telecom Networking	10/25/13	\$28.00
U.S. Bank Corporate Payment System	4246044555703473/101	Vehicle & Equipment Fuel	10/25/13	\$500.85
U.S. Bank Corporate Payment System	4246044555703473/101	Automotive Supplies & Repairs	10/25/13	\$157.03
U.S. Bank Corporate Payment System	4246044555703473/101	General Repairs	10/25/13	\$283.84
U.S. Bank Corporate Payment System	4246044555703473/101	Equipment Maintenance	10/25/13	\$201.40
U.S. Bank Corporate Payment System	4246044555703473/101	Small Tools	10/25/13	\$87.24
U.S. Bank Corporate Payment System	4246044555703473/101	Equipment Repair	10/25/13	\$23.77
Univar	SJ584468	Chemicals Delivered 10/24/13	10/24/13	\$131.26
Univar	SJ584469	Chemicals Delivered 10/24/13	10/24/13	\$307.65
Univar	SJ586097	Chemicals Delivered 11/04/13	11/04/13	\$315.85
Univar	SJ586098	Chemicals Delivered 11/04/13	11/04/13	\$227.66
Veolia Water North America	32532	Monthly O & M Nov 2013	11/01/13	\$39,493.70
Verizon Wireless	9714001284	Cell Phone Bill Oct 2013	10/26/13	\$76.23

**Water      Sub-Total      \$113,454.19**

**Wastewater**

Accu-Tech Corporation	15G-014063	Corning Cable	10/23/13	\$2,577.58
American Retrofit Systems	394	Fiber Optic to Plant #1	10/30/13	\$200.00
Brentwood Ace Hardware	808/103013	Misc. Repair Items	10/30/13	\$34.29
Brut Force Janitorial	11/13	Janitorial Service Nov 2013	11/04/13	\$20.00
Cramer, Frank	Oct 2013	Expense Report Oct 2013	10/31/13	\$171.20
EnerPower	64403	Electric Charges 09/11/13-10/09/13	10/31/13	\$328.00
Express Employment Professionals	13178048-8	Admin Asst Week Ending 10/06/13	10/16/13	\$214.83
Express Employment Professionals	13213844-7	Admin Asst Week Ending 10/20/13	10/23/13	\$26.85
Express Employment Professionals	13279627-7	Admin Asst Week Ending 10/27/13	11/06/13	\$157.54
Herwit Engineering	13-10	Professional Services for Oct 2013	11/01/13	\$10,775.64
I & T Backflow Testing	340	Backflow Tests	11/12/13	\$525.00
J.W. Backhoe & Construction, Inc.	1994	Leak at Valve Station	10/29/13	\$826.20
J.W. Backhoe & Construction, Inc.	2007	Leak at Plant #1	11/15/13	\$1,298.00

Pacific Gas & Electric	7312115758-7/1113	Electric & Gas Bill 10/10/13-11/07/13	11/14/13	\$31,147.80
Patricia Cimlov-Zahares	13-045	TODB Newsletter	11/13/13	\$684.00
ReliaStar Life Insurance Company	#JR52 457(B)/111513	457(b) 11/01/13-11/15/13	11/13/13	\$75.00
ReliaStar Life Insurance Company	#JR52 457(B)/113013	457(b) 11/16/13-11/30/13	11/16/13	\$75.00
SDRMA	13653	Ancillary Benefits Dec 2013	11/22/13	\$1.84
Stantec Consulting Services Inc	738063	Water Board Requests	11/01/13	\$1,770.25
SWRCB	WD-0088751	Annual Permit WWTP	10/30/13	\$9,718.00
SWRCB	WD-0088875	Annual Permit	10/30/13	\$1,940.00
Town of Discovery Bay, CSD	9-900-000-012-0.01	Water Bill 09/01/13-09/30/13	09/30/13	\$6.99
Town of Discovery Bay, CSD	9-900-000-012-0.01	Water Bill 10/01/13-10/31/13	10/31/13	\$5.59
Tracy Chevrolet	42434	Vehicle Repair	09/05/13	\$42.62
U.S. Bank Corporate Payment System	4246044555703473/101	Fiber Optic to Plant #1	10/25/13	\$503.19
U.S. Bank Corporate Payment System	4246044555703473/101	Telephone General	10/25/13	\$434.93
U.S. Bank Corporate Payment System	4246044555703473/101	Telecom Networking	10/25/13	\$42.00
U.S. Bank Corporate Payment System	4246044555703473/101	Vehicle & Equipment Fuel	10/25/13	\$201.02
U.S. Bank Corporate Payment System	4246044555703473/101	Automotive Supplies & Repairs	10/25/13	\$185.54
U.S. Bank Corporate Payment System	4246044555703473/101	General Repairs	10/25/13	\$50.11
U.S. Bank Corporate Payment System	4246044555703473/101	Equipment Maintenance	10/25/13	\$302.09
U.S. Bank Corporate Payment System	4246044555703473/101	Small Tools	10/25/13	\$52.77
U.S. Bank Corporate Payment System	4246044555703473/101	Equipment Repair	10/25/13	\$35.65
Veolia Water North America	32532	Monthly O & M Nov 2013	11/01/13	\$59,240.54
Verizon Wireless	9714001284	Cell Phone Bill Oct 2013	10/26/13	\$112.75

**Wastewater Sub-Total \$123,782.81**

**Community Center**

**Community Center Sub-Total \$0.00**

**Grand Total \$278,423.93**

**Request For Authorization To Pay Invoices (RFA)**  
**For the Meeting on December 04, 2013**  
**Town of Discovery Bay, D.Bay L&L Park #8**  
**For Fiscal Year's 7/13 - 6/14**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Boething Treeland Farms, Inc.	TV248780	Newport Drive	10/18/13	\$2,797.78
Brentwood Ace Hardware	808/103013	Rental Return Credit	10/30/13	-\$121.00
Brentwood Ace Hardware	808/103013	Newport Dr	10/30/13	\$43.89
Brentwood Ace Hardware	808/103013	Small Tools	10/30/13	\$14.61
Brentwood Ace Hardware	808/103013	Community Center-Sign Installation	10/30/13	\$12.98
Brentwood Reprographics	2013-7643	Newport Lane	10/10/13	\$15.42
Brut Force Janitorial	11/13	Janitorial Service Nov 2013	11/04/13	\$215.00
Brut Force Janitorial	11A	Community Center-Janitorial Service	11/04/13	\$70.00
California Park & Recreation Society	103485	Renewal 2014	09/18/13	\$160.00
California Park & Recreation Society	103485	Community Center-Renewal 2014	09/18/13	\$160.00
Contra Costa County Treasurer-Tax Collect	004200013300/13-14	Property Taxes 2013-2014	09/09/13	\$633.08
Contra Costa County Treasurer-Tax Collect	008210024900/13-14	Property Taxes 2013-2014	09/09/13	\$13.18
Contra Costa County Treasurer-Tax Collect	008330065700/13-14	Property Taxes 2013-2014	09/09/13	\$10.18
Contra Costa County Treasurer-Tax Collect	008460021200/13-14	Property Taxes 2013-2014	09/09/13	\$91.70
Contra Costa County Treasurer-Tax Collect	008510033700/13-14	Property Taxes 2013-2014	09/09/13	\$10.08
Contra Costa County Treasurer-Tax Collect	011220036500/13-14	Property Taxes 2013-2014	09/09/13	\$55.66
County of Contra Costa Public Works Dept	917386	Encroachment Permit	10/21/13	\$311.06
Delta Debris Box Service	872632	Community Center Debris Box	10/31/13	\$160.00
Discovery Bay Disposal	17-0001966/103113	Com 2 YD Bin	10/31/13	\$285.57
Discovery Bay Disposal	17-0013218/103113	Community Center-Com 2 YD Bin	10/31/13	\$571.14
Express Employment Professionals	13178048-8	Admin Asst Week Ending 10/06/13	10/16/13	\$208.88
Express Employment Professionals	13178048-8	Community Center-Admin Asst Week Ending 10/06/13	10/16/13	\$286.44
Express Employment Professionals	13213844-7	Admin Asst Week Ending 10/20/13	10/23/13	\$238.70
Express Employment Professionals	13213844-7	Community Center-Admin Asst Week Ending 10/20/13	10/23/13	\$23.87
Express Employment Professionals	13279627-7	Admin Asst Week Ending 10/27/13	11/06/13	\$179.03
Express Employment Professionals	13279627-7	Community Center-Admin Asst Week Ending 10/27/13	11/06/13	\$119.35
Hertz Equipment Rental	27120375-001	Paint Applicator Newport Drive	10/16/13	\$21.36
I & T Backflow Testing	340	Backflow Tests	11/12/13	\$770.00
Lincoln Equipment, Inc.	S1227847	Community Center-Chemicals	11/13/13	\$218.85
Neumiller & Beardslee	258601	Services Performed Through 09/30/13	10/15/13	\$139.75
Neumiller & Beardslee	258601	Community Center-Services Performed Through 09/30/13	10/15/13	\$64.50
Odyssey Landscape Co, Inc.	36039250	Monthly Maintenance	10/20/13	\$7,965.00
Odyssey Landscape Co, Inc.	36039311.2	Newport Lane	10/31/13	\$560.00
Pacific Display, Inc.	1790	Installation, Removal and Storage of Holiday Lighting	10/27/13	\$1,714.00
Pacific Gas & Electric	5939734421-5/1113	Electric & Gas Bill 10/09/13-11/06/13	11/14/13	\$6,401.58
Pacific Gas & Electric	0869258994-1/1113	Electric & Gas Bill 10/09/13-11/06/13	11/06/13	\$436.49
Pacific Gas & Electric	5702839598-6/1113	Community Center-Electric & Gas Bill 09/10/13-11/06/13	11/15/13	\$2,501.50
Town of Discovery Bay CSD	9-900-000-004-2.01	Water Bill 09/01/13-09/30/13	09/03/13	\$1,180.46
Town of Discovery Bay CSD	9-900-000-004-2.02	Water Bill 09/01/13-09/30/13	09/03/13	\$349.50
Town of Discovery Bay CSD	9-900-000-004-2.03	Water Bill 09/01/13-09/30/13	09/03/13	\$375.22
Town of Discovery Bay CSD	9-900-000-004-2.04	Water Bill 09/01/13-09/30/13	09/03/13	\$213.89
Town of Discovery Bay CSD	9-900-000-004-2.05	Water Bill 09/01/13-09/30/13	09/03/13	\$139.80
Town of Discovery Bay CSD	9-900-000-004-2.06	Water Bill 09/01/13-09/30/13	09/03/13	\$251.64
Town of Discovery Bay CSD	9-900-000-004-2.07	Water Bill 09/01/13-09/30/13	09/03/13	\$8.94
Town of Discovery Bay CSD	9-900-000-004-2.08	Water Bill 09/01/13-09/30/13	09/03/13	\$22.92
Town of Discovery Bay CSD	9-900-000-004-2.09	Water Bill 09/01/13-09/30/13	09/03/13	\$18.73
Town of Discovery Bay CSD	9-900-000-004-4.01	Water Bill 09/01/13-09/30/13	09/03/13	\$2.79
Town of Discovery Bay CSD	9-900-000-004-4.02	Water Bill 09/01/13-09/30/13	09/03/13	\$88.63
Town of Discovery Bay CSD	9-900-000-004-4.03	Water Bill 09/01/13-09/30/13	09/03/13	\$542.98
Town of Discovery Bay CSD	9-900-000-004-4.04	Water Bill 09/01/13-09/30/13	09/03/13	\$41.93
Town of Discovery Bay CSD	9-900-000-004-4.05	Water Bill 09/01/13-09/30/13	09/03/13	\$110.44
Town of Discovery Bay CSD	9-900-000-002-6.02	Community Center Water Bill 10/01/13-10/31/13	10/31/13	\$409.36
Town of Discovery Bay CSD	9-900-000-004-2.01	Water Bill 10/01/13-10/31/13	10/31/13	\$1,370.59
Town of Discovery Bay CSD	9-900-000-004-2.02	Water Bill 10/01/13-10/31/13	10/31/13	\$314.55
Town of Discovery Bay CSD	9-900-000-004-2.03	Water Bill 10/01/13-10/31/13	10/31/13	\$1,103.29
Town of Discovery Bay CSD	9-900-000-004-2.04	Water Bill 10/01/13-10/31/13	10/31/13	\$110.44
Town of Discovery Bay CSD	9-900-000-004-2.05	Water Bill 10/01/13-10/31/13	10/31/13	\$86.67
Town of Discovery Bay CSD	9-900-000-004-2.06	Water Bill 10/01/13-10/31/13	10/31/13	\$251.64
Town of Discovery Bay CSD	9-900-000-004-2.07	Water Bill 10/01/13-10/31/13	10/31/13	\$8.94
Town of Discovery Bay CSD	9-900-000-004-2.08	Water Bill 10/01/13-10/31/13	10/31/13	\$25.72
Town of Discovery Bay CSD	9-900-000-004-2.09	Water Bill 10/01/13-10/31/13	10/31/13	\$18.73
Town of Discovery Bay CSD	9-900-000-004-4.01	Water Bill 10/01/13-10/31/13	10/31/13	\$4.19
Town of Discovery Bay CSD	9-900-000-004-4.02	Water Bill 10/01/13-10/31/13	10/31/13	\$76.04
Town of Discovery Bay CSD	9-900-000-004-4.03	Water Bill 10/01/13-10/31/13	10/31/13	\$320.69

Town of Discovery Bay CSD	9-900-000-004-4.04	Water Bill 10/01/13-10/31/13	10/31/13	\$11.08
Town of Discovery Bay CSD	9-900-000-004-4.05	Water Bill 10/01/13-10/31/13	10/31/13	\$141.20
U.S. Bank Corporate Payment System	4246044555703473/101	Community Center-Sign	10/25/13	\$2,032.43
U.S. Bank Corporate Payment System	4246044555703473/101	Tennis Courts Cornell	10/25/13	\$182.19
U.S. Bank Corporate Payment System	4246044555703473/101	Newport Lane	10/25/13	\$1,844.94
U.S. Bank Corporate Payment System	4246044555703473/101	Telephone General	10/25/13	\$110.44
U.S. Bank Corporate Payment System	4246044555703473/101	Vehicle & Equipment Fuel	10/25/13	\$314.56
U.S. Bank Corporate Payment System	4246044555703473/101	Equipment Maintenance	10/25/13	\$522.56
U.S. Bank Corporate Payment System	4246044555703473/101	Special Expense	10/25/13	\$55.31
U.S. Bank Corporate Payment System	4246044555703473/101	Community Center-Job Posting	10/25/13	\$75.00
U.S. Bank Corporate Payment System	4246044555703473/101	Community Center-Telephone	10/25/13	\$276.56
U.S. Bank Corporate Payment System	4246044555703473/101	Community Center-Mower Repair	10/25/13	\$100.00
U.S. Bank Corporate Payment System	4246044555703473/101	Community Center-Equipment Fuel	10/25/13	\$80.51
U.S. Bank Corporate Payment System	4246044555703473/101	Community Center-Monthly Software Charge	10/25/13	\$249.00
U.S. Bank Corporate Payment System	4246044555703473/101	Community Center-Building Maintenance	10/25/13	\$119.69
Verizon Wireless	9714001284	Cell Phone Bill Oct 2013	10/26/13	\$111.53
Village Nurseries Wholesale, LLC	208672	Marina Drive	10/23/13	\$580.48
Watersavers Irrigation Inc.	1390995-00	Newport Lane	10/09/13	\$533.23
Watersavers Irrigation Inc.	1391122-00	Newport Lane	10/10/13	\$77.28
Watersavers Irrigation Inc.	1391357-00	Newport Lane	10/10/13	\$1.07
Watersavers Irrigation Inc.	1392132-00	Newport Lane	10/14/13	\$1,468.39
Watersavers Irrigation Inc.	1392269-00	Newport Lane	10/17/13	\$623.78
Watersavers Irrigation Inc.	1392319-00	Newport Lane	10/14/13	\$5.55
Watersavers Irrigation Inc.	1392438-00	Newport Drive	10/14/13	\$118.52
Watersavers Irrigation Inc.	1392648-00	Newport Lane	10/15/13	\$0.87
Watersavers Irrigation Inc.	1392965-00	Newport Lane	10/15/13	\$20.08
Watersavers Irrigation Inc.	1392967-00	Newport Lane	10/15/13	\$14.37
Watersavers Irrigation Inc.	1393654-00	Newport Lane	10/17/13	\$1,423.21
Watersavers Irrigation Inc.	1395745-00	Newport Dr	10/23/13	\$11.84
Watersavers Irrigation Inc.	1395745-00	Small Tools	10/23/13	\$70.34
Watersavers Irrigation Inc.	1396647-00	Newport Lane	10/25/13	\$40.80
Watersavers Irrigation Inc.	1397436-00	Newport Lane	10/28/13	\$59.70
Watersavers Irrigation Inc.	1398146-00	Newport Drive	10/30/13	\$6.25
Watersavers Irrigation Inc.	1398155-00	Newport Drive	10/30/13	\$43.03
Watersavers Irrigation Inc.	1400557-00	Newport Lane	11/07/13	\$117.49
Watersavers Irrigation Inc.	2855	Finance Charges	10/31/13	\$149.44
Watersavers Irrigation Inc.	1399720-00	Newport Lane	11/06/13	\$356.33
Watersavers Irrigation Inc.	1401047-00	Newport Lane	11/08/13	-\$126.56
Wayne E Swisher	22012	Community Center-Concrete Pad	11/20/13	\$6,500.00
Williams Sanitary Service	25553	Community Center-Toilet Rental	11/05/13	\$280.83
Woodmill Recycling Company	2013-2691	Greenwaste Recycle	10/31/13	\$13.00

**Total           \$53,424.67**

**Request For Authorization To Pay Invoices (RFA)**  
**For the Meeting on December 04, 2013**  
**Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)**  
**For Fiscal Year's 7/13 - 6/14**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
American Retrofit Systems	392	Surge Protector Ravenswood Park	10/22/13	\$200.00
American Retrofit Systems	395	Install New Controller Ravenswood	11/14/13	\$200.00
Brut Force Janitorial	11/13	Janitorial Service Nov 2013	11/04/13	\$50.00
California Park & Recreation Society	103485	Renewal 2014	09/18/13	\$160.00
Express Employment Professionals	13178048-8	Admin Asst Week Ending 10/06/13	10/16/13	\$238.70
Express Employment Professionals	13213844-7	Admin Asst Week Ending 10/20/13	10/23/13	\$238.70
Express Employment Professionals	13279627-7	Admin Asst Week Ending 10/27/13	11/06/13	\$119.35
I & T Backflow Testing	340	Backflow Tests	11/12/13	\$105.00
Neumiller & Beardslee	258601	Services Performed Through 09/30/13	10/15/13	\$139.75
Odyssey Landscape Co, Inc.	36039250	Monthly Maintenance	10/20/13	\$2,827.22
Pacific Gas & Electric	0403377952-3/1113	Electric & Gas 10/08/13-11/05/13	11/06/13	\$40.62
Town of Discovery Bay, CSD	9-900-000-004-3.01	Water Bill 09/01/13-09/30/13	09/30/13	\$5.59
Town of Discovery Bay, CSD	9-900-000-004-3.02	Water Bill 09/01/13-09/30/13	09/30/13	\$1,606.85
Town of Discovery Bay, CSD	9-900-000-004-3.03	Water Bill 09/01/13-09/30/13	09/30/13	\$419.95
Town of Discovery Bay, CSD	9-900-000-004-3.01	Water Bill 10/01/13-10/31/13	10/31/13	\$5.59
Town of Discovery Bay, CSD	9-900-000-004-3.02	Water Bill 10/01/13-10/31/13	10/31/13	\$541.58
Town of Discovery Bay, CSD	9-900-000-004-3.03	Water Bill 10/01/13-10/31/13	10/31/13	\$246.60
U.S. Bank Corporate Payment System	4246044555703473/101	Training & Education	10/25/13	\$60.00
U.S. Bank Corporate Payment System	4246044555703473/101	Telephone General	10/25/13	\$43.44
U.S. Bank Corporate Payment System	4246044555703473/101	Vehicle & Equipment Fuel	10/25/13	\$123.08
U.S. Bank Corporate Payment System	4246044555703473/101	Equipment Repair	10/25/13	\$77.09
Verizon Wireless	9714001284	Cell Phone Bill Oct 2013	10/26/13	\$111.54
Vortex Western Sales and Service	437	Splash Pad Maintenance	10/29/13	\$2,966.93
			<b>Total</b>	<b>\$10,527.58</b>



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

December 4, 2013

**Prepared By:** Rick Howard, General Manager  
**Submitted By:** Rick Howard, General Manager *RH*

### Agenda Title

Adopt and Approve Resolution 2013-23 Affirming compliance with the California Public Records Act by the Town of Discovery Bay

### Recommended Action

Adopt and Approve Resolution 2013-23 Affirming compliance with the California Public Records Act by the Town of Discovery Bay and Establishing Board Policy.

### Executive Summary

The Town of Discovery Bay, as a local public agency and authorized pursuant to California Government Code Section 61000 et.seq is required to comply with the California Public Records Act (CPRA).

The CPRA is a law that was passed by the California State Legislature and signed by the Governor in 1968 requiring inspection and/or disclosure of governmental records to the public upon request, unless exempted by law. The CPRA is included in Government Code §6250 through §6276.48.

While the Town of Discovery Bay fully and unquestioningly complies with the CPRA and all of its conditions, the California Special Districts Association (CSDA) recommends that each Special District adopt a policy indicating full compliance with the CPRA.

The attached *DRAFT* Board Policy complies with that recommendation.

### Fiscal Impact:

**Amount Requested \$ N/A**

**Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)**

**Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#**

### Previous Relevant Board Actions for This Item

N/A

### Attachments

Resolution No. 2013-23; DRAFT California Public Records Act Board Policy, Public Records Act Form

AGENDA ITEM: F-4



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2013-23**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
AFFIRMING ITS ONGOING COMPLIANCE WITH THE CALIFORNIA PUBLIC RECORDS ACT**

WHEREAS, The California Public Records Act is a law passed by the California State Legislature and signed by the Governor in 1968 requiring inspection and/or disclosure of governmental records to the public upon request, unless exempted by law. The CPRA is included in Government Code §6250 through §6276.48, and

WHEREAS, the Town of Discovery Bay is subject to the terms and conditions contained in the Act.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Town of Discovery Bay shall continue to affirm its compliance with Government Code Sections 6250 through 6276.48, known as the California Public Records Act.

SECTION 2. That the Act is included as a part of this resolution, and any changes made to the Act subsequent to the date of this Resolution shall also be included and complied with by the Town of Discovery Bay.

SECTION 3. The Board Secretary shall certify the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED THIS 4<sup>th</sup> DAY OF DECEMBER, 2013.**

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Mark Simon  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on December 4, 2013, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Richard J. Howard  
Board Secretary

# CALIFORNIA SECTION 6250-6270

# GOVERNMENT

# CODE

6250. In enacting this chapter, the Legislature, mindful of the right of individuals to privacy, finds and declares that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state.

6251. This chapter shall be known and may be cited as the California Public Records Act.

6252. As used in this chapter:

(a) "Local agency" includes a county; city, whether general law or chartered; city and county; school district; municipal corporation; district; political subdivision; or any board, commission or agency thereof; other local public agency; or entities that are legislative bodies of a local agency pursuant to subdivisions (c) and (d) of Section 54952.

(b) "Member of the public" means any person, except a member, agent, officer, or employee of a federal, state, or local agency acting within the scope of his or her membership, agency, office, or employment.

(c) "Person" includes any natural person, corporation, partnership, limited liability company, firm, or association.

(d) "Public agency" means any state or local agency.

(e) "Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975.

(f) "State agency" means every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(g) "Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

6252.5. Notwithstanding the definition of "member of the public" in Section 6252, an elected member or officer of any state or local agency is entitled to access to public records of that agency on the same basis as any other person. Nothing in this section shall limit the ability of elected members or officers to access public records permitted by law in the administration of their duties.

This section does not constitute a change in, but is declaratory of, existing law.

6252.6. Notwithstanding paragraph (2) of subdivision (a) of Section 827 of the Welfare and Institutions Code, after the death of a foster child who is a minor, the name, date of birth, and date of death of the child shall be subject to disclosure by the county child welfare agency pursuant to this chapter.

6252.7. Notwithstanding Section 6252.5 or any other provision of law, when the members of a legislative body of a local agency are authorized to access a writing of the body or of the agency as permitted by law in the administration of their duties, the local agency, as defined in Section 54951, shall not discriminate between or among any of those members as to which writing or portion thereof is made available or when it is made available.

6253. (a) Public records are open to inspection at all times during the office hours of the state or local agency and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

(b) Except with respect to public records exempt from disclosure by express provisions of law, each state or local agency, upon a request for a copy of records that reasonably describes an identifiable record or records, shall make the records promptly available to any person upon payment of fees covering direct costs of duplication, or a statutory fee if applicable. Upon request, an exact copy shall be provided unless impracticable to do so.

(c) Each agency, upon a request for a copy of records, shall, within 10 days from receipt of the request, determine whether the request, in whole or in part, seeks copies of disclosable public records in the possession of the agency and shall promptly notify the person making the request of the determination and the reasons therefor. In unusual circumstances, the time limit prescribed in this section may be extended by written notice by the head of the agency or his or her designee to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No notice shall specify a date that would result in an extension for more than 14 days. When the agency dispatches the determination, and if the agency determines that the request seeks disclosable public records, the agency shall state the estimated date and time when the records will be made available. As used in this section, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request:

(1) The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.

(2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.

(3) The need for consultation, which shall be conducted with all

practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.

(4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

(d) Nothing in this chapter shall be construed to permit an agency to delay or obstruct the inspection or copying of public records. The notification of denial of any request for records required by Section 6255 shall set forth the names and titles or positions of each person responsible for the denial.

(e) Except as otherwise prohibited by law, a state or local agency may adopt requirements for itself that allow for faster, more efficient, or greater access to records than prescribed by the minimum standards set forth in this chapter.

6253.1. (a) When a member of the public requests to inspect a public record or obtain a copy of a public record, the public agency, in order to assist the member of the public make a focused and effective request that reasonably describes an identifiable record or records, shall do all of the following, to the extent reasonable under the circumstances:

(1) Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated.

(2) Describe the information technology and physical location in which the records exist.

(3) Provide suggestions for overcoming any practical basis for denying access to the records or information sought.

(b) The requirements of paragraph (1) of subdivision (a) shall be deemed to have been satisfied if the public agency is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requester that will help identify the record or records.

(c) The requirements of subdivision (a) are in addition to any action required of a public agency by Section 6253.

(d) This section shall not apply to a request for public records if any of the following applies:

(1) The public agency makes available the requested records pursuant to Section 6253.

(2) The public agency determines that the request should be denied and bases that determination solely on an exemption listed in Section 6254.

(3) The public agency makes available an index of its records.

6253.2. (a) Notwithstanding any other provision of this chapter to the contrary, information regarding persons paid by the state to provide in-home supportive services pursuant to Article 7 (commencing with Section 12300) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code, or services provided pursuant to Section 14132.95, 14132.952, or 14132.956 of the Welfare and Institutions Code, is not subject to public disclosure pursuant to this chapter, except as provided in subdivision (b).

(b) Copies of names, addresses, and telephone numbers of persons described in subdivision (a) shall be made available, upon request, to an exclusive bargaining agent and to any labor organization seeking representation rights pursuant to Section 12301.6 or 12302.25 of the Welfare and Institutions Code or the In-Home Supportive Services Employer-Employee Relations Act (Title 23 (commencing with Section 110000)). This information shall not be used by the receiving entity for any purpose other than the employee organizing, representation, and assistance activities of the labor organization.

(c) This section applies solely to individuals who provide services under the In-Home Supportive Services Program (Article 7 (commencing with Section 12300) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code), the Personal Care Services Program pursuant to Section 14132.95 of the Welfare and Institutions Code, the In-Home Supportive Services Plus Option pursuant to Section 14132.952 of the Welfare and Institutions Code, or the Community First Choice Option pursuant to Section 14132.956 of the Welfare and Institutions Code.

(d) Nothing in this section is intended to alter or shall be interpreted to alter the rights of parties under the In-Home Supportive Services Employer-Employee Relations Act (Title 23 (commencing with Section 110000)) or any other labor relations law.

(e) This section shall be inoperative if the Coordinated Care Initiative becomes inoperative pursuant to Section 34 of the act that added this subdivision.

6253.2. (a) Notwithstanding any other provision of this chapter to the contrary, information regarding persons paid by the state to provide in-home supportive services pursuant to Article 7 (commencing with Section 12300) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code or personal care services pursuant to Section 14132.95 of the Welfare and Institutions Code, is not subject to public disclosure pursuant to this chapter, except as provided in subdivision (b).

(b) Copies of names, addresses, and telephone numbers of persons described in subdivision (a) shall be made available, upon request, to an exclusive bargaining agent and to any labor organization seeking representation rights pursuant to subdivision (c) of Section 12301.6 or Section 12302.25 of the Welfare and Institutions Code or Chapter 10 (commencing with Section 3500) of Division 4 of Title 1. This information shall not be used by the receiving entity for any purpose other than the employee organizing, representation, and assistance activities of the labor organization.

(c) This section applies solely to individuals who provide services under the In-Home Supportive Services Program (Article 7 (commencing with Section 12300) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code) or the Personal Care Services Program pursuant to Section 14132.95 of the Welfare and Institutions Code.

(d) Nothing in this section is intended to alter or shall be interpreted to alter the rights of parties under the Meyers-Milias-Brown Act (Chapter 10 (commencing with Section 3500) of Division 4) or any other labor relations law.

(e) This section shall be operative only if Section 1 of the act that added this subdivision becomes inoperative pursuant to

subdivision (e) of that Section 1.

6253.3. A state or local agency may not allow another party to control the disclosure of information that is otherwise subject to disclosure pursuant to this chapter.

6253.31. Notwithstanding any contract term to the contrary, a contract entered into by a state or local agency subject to this chapter, including the University of California, that requires a private entity to review, audit, or report on any aspect of that agency shall be public to the extent the contract is otherwise subject to disclosure under this chapter.

6253.4. (a) Every agency may adopt regulations stating the procedures to be followed when making its records available in accordance with this section.

The following state and local bodies shall establish written guidelines for accessibility of records. A copy of these guidelines shall be posted in a conspicuous public place at the offices of these bodies, and a copy of the guidelines shall be available upon request free of charge to any person requesting that body's records:

- Department of Motor Vehicles
- Department of Consumer Affairs
- Transportation Agency
- Bureau of Real Estate
- Department of Corrections and Rehabilitation
- Division of Juvenile Justice
- Department of Justice
- Department of Insurance
- Department of Business Oversight
- Department of Managed Health Care
- Secretary of State
- State Air Resources Board
- Department of Water Resources
- Department of Parks and Recreation
- San Francisco Bay Conservation and Development Commission
- State Board of Equalization
- State Department of Health Care Services
- Employment Development Department
- State Department of Public Health
- State Department of Social Services
- State Department of State Hospitals
- State Department of Developmental Services
- Public Employees' Retirement System
- Teachers' Retirement Board
- Department of Industrial Relations
- Department of General Services
- Department of Veterans Affairs
- Public Utilities Commission
- California Coastal Commission

State Water Resources Control Board  
San Francisco Bay Area Rapid Transit District  
All regional water quality control boards  
Los Angeles County Air Pollution Control District  
Bay Area Air Pollution Control District  
Golden Gate Bridge, Highway and Transportation District  
Department of Toxic Substances Control  
Office of Environmental Health Hazard Assessment

(b) Guidelines and regulations adopted pursuant to this section shall be consistent with all other sections of this chapter and shall reflect the intention of the Legislature to make the records accessible to the public. The guidelines and regulations adopted pursuant to this section shall not operate to limit the hours public records are open for inspection as prescribed in Section 6253.

6253.5. Notwithstanding Sections 6252 and 6253, statewide, county, city, and district initiative, referendum, and recall petitions, petitions circulated pursuant to Section 5091 of the Education Code, petitions for the reorganization of school districts submitted pursuant to Article 1 (commencing with Section 35700) of Chapter 4 of Part 21 of the Education Code, petitions for the reorganization of community college districts submitted pursuant to Part 46 (commencing with Section 74000) of the Education Code and all memoranda prepared by the county elections officials in the examination of the petitions indicating which registered voters have signed particular petitions shall not be deemed to be public records and shall not be open to inspection except by the public officer or public employees who have the duty of receiving, examining or preserving the petitions or who are responsible for the preparation of that memoranda and, if the petition is found to be insufficient, by the proponents of the petition and the representatives of the proponents as may be designated by the proponents in writing in order to determine which signatures were disqualified and the reasons therefor. However, the Attorney General, the Secretary of State, the Fair Political Practices Commission, a district attorney, a school district or a community college district attorney, and a city attorney shall be permitted to examine the material upon approval of the appropriate superior court.

If the proponents of a petition are permitted to examine the petition and memoranda, the examination shall commence not later than 21 days after certification of insufficiency.

(a) As used in this section, "petition" shall mean any petition to which a registered voter has affixed his or her signature.

(b) As used in this section "proponents of the petition" means the following:

(1) For statewide initiative and referendum measures, the person or persons who submit a draft of a petition proposing the measure to the Attorney General with a request that he or she prepare a title and summary of the chief purpose and points of the proposed measure.

(2) For other initiative and referenda on measures, the person or persons who publish a notice of intention to circulate petitions, or, where publication is not required, who file petitions with the elections official.

(3) For recall measures, the person or persons defined in Section

343 of the Elections Code.

(4) For petitions circulated pursuant to Section 5091 of the Education Code, the person or persons having charge of the petition who submit the petition to the county superintendent of schools.

(5) For petitions circulated pursuant to Article 1 (commencing with Section 35700) of Chapter 4 of Part 21 of the Education Code, the person or persons designated as chief petitioners under Section 35701 of the Education Code.

(6) For petitions circulated pursuant to Part 46 (commencing with Section 74000) of the Education Code, the person or persons designated as chief petitioners under Sections 74102, 74133, and 74152 of the Education Code.

6253.6. (a) Notwithstanding the provisions of Sections 6252 and 6253, information compiled by public officers or public employees revealing the identity of persons who have requested bilingual ballots or ballot pamphlets, made in accordance with any federal or state law, or other data that would reveal the identity of the requester, shall not be deemed to be public records and shall not be provided to any person other than public officers or public employees who are responsible for receiving those requests and processing the same.

(b) Nothing contained in subdivision (a) shall be construed as prohibiting any person who is otherwise authorized by law from examining election materials, including, but not limited to, affidavits of registration, provided that requests for bilingual ballots or ballot pamphlets shall be subject to the restrictions contained in subdivision (a).

6253.8. (a) Every final enforcement order issued by an agency listed in subdivision (b) under any provision of law that is administered by an entity listed in subdivision (b), shall be displayed on the entity's Internet website, if the final enforcement order is a public record that is not exempt from disclosure pursuant to this chapter.

(b) This section applies to the California Environmental Protection Agency and to all of the following entities within the agency:

(1) The State Air Resources Board.

(2) The California Integrated Waste Management Board.

(3) The State Water Resources Control Board, and each California regional water quality control board.

(4) The Department of Pesticide Regulation.

(5) The Department of Toxic Substances Control.

(c) (1) Except as provided in paragraph (2), for purposes of this section, an enforcement order is final when the time for judicial review has expired on or after January 1, 2001, or when all means of judicial review have been exhausted on or after January 1, 2001.

(2) In addition to the requirements of paragraph (1), with regard to a final enforcement order issued by the State Water Resources Control Board or a California regional water quality control board, this section shall apply only to a final enforcement order adopted by that board or a regional board at a public meeting.

(d) An order posted pursuant to this section shall be posted for not less than one year.

(e) The California Environmental Protection Agency shall oversee the implementation of this section.

(f) This section shall become operative April 1, 2001.

6253.9. (a) Unless otherwise prohibited by law, any agency that has information that constitutes an identifiable public record not exempt from disclosure pursuant to this chapter that is in an electronic format shall make that information available in an electronic format when requested by any person and, when applicable, shall comply with the following:

(1) The agency shall make the information available in any electronic format in which it holds the information.

(2) Each agency shall provide a copy of an electronic record in the format requested if the requested format is one that has been used by the agency to create copies for its own use or for provision to other agencies. The cost of duplication shall be limited to the direct cost of producing a copy of a record in an electronic format.

(b) Notwithstanding paragraph (2) of subdivision (a), the requester shall bear the cost of producing a copy of the record, including the cost to construct a record, and the cost of programming and computer services necessary to produce a copy of the record when either of the following applies:

(1) In order to comply with the provisions of subdivision (a), the public agency would be required to produce a copy of an electronic record and the record is one that is produced only at otherwise regularly scheduled intervals.

(2) The request would require data compilation, extraction, or programming to produce the record.

(c) Nothing in this section shall be construed to require the public agency to reconstruct a record in an electronic format if the agency no longer has the record available in an electronic format.

(d) If the request is for information in other than electronic format, and the information also is in electronic format, the agency may inform the requester that the information is available in electronic format.

(e) Nothing in this section shall be construed to permit an agency to make information available only in an electronic format.

(f) Nothing in this section shall be construed to require the public agency to release an electronic record in the electronic form in which it is held by the agency if its release would jeopardize or compromise the security or integrity of the original record or of any proprietary software in which it is maintained.

(g) Nothing in this section shall be construed to permit public access to records held by any agency to which access is otherwise restricted by statute.

6254. Except as provided in Sections 6254.7 and 6254.13, nothing in this chapter shall be construed to require disclosure of records that are any of the following:

(a) Preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by the public agency in the ordinary

course of business, if the public interest in withholding those records clearly outweighs the public interest in disclosure.

(b) Records pertaining to pending litigation to which the public agency is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810), until the pending litigation or claim has been finally adjudicated or otherwise settled.

(c) Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.

(d) Contained in or related to any of the following:

(1) Applications filed with any state agency responsible for the regulation or supervision of the issuance of securities or of financial institutions, including, but not limited to, banks, savings and loan associations, industrial loan companies, credit unions, and insurance companies.

(2) Examination, operating, or condition reports prepared by, on behalf of, or for the use of, any state agency referred to in paragraph (1).

(3) Preliminary drafts, notes, or interagency or intra-agency communications prepared by, on behalf of, or for the use of, any state agency referred to in paragraph (1).

(4) Information received in confidence by any state agency referred to in paragraph (1).

(e) Geological and geophysical data, plant production data, and similar information relating to utility systems development, or market or crop reports, that are obtained in confidence from any person.

(f) Records of complaints to, or investigations conducted by, or records of intelligence information or security procedures of, the office of the Attorney General and the Department of Justice, the Office of Emergency Services and any state or local police agency, or any investigatory or security files compiled by any other state or local police agency, or any investigatory or security files compiled by any other state or local agency for correctional, law enforcement, or licensing purposes. However, state and local law enforcement agencies shall disclose the names and addresses of persons involved in, or witnesses other than confidential informants to, the incident, the description of any property involved, the date, time, and location of the incident, all diagrams, statements of the parties involved in the incident, the statements of all witnesses, other than confidential informants, to the victims of an incident, or an authorized representative thereof, an insurance carrier against which a claim has been or might be made, and any person suffering bodily injury or property damage or loss, as the result of the incident caused by arson, burglary, fire, explosion, larceny, robbery, carjacking, vandalism, vehicle theft, or a crime as defined by subdivision (b) of Section 13951, unless the disclosure would endanger the safety of a witness or other person involved in the investigation, or unless disclosure would endanger the successful completion of the investigation or a related investigation. However, nothing in this division shall require the disclosure of that portion of those investigative files that reflects the analysis or conclusions of the investigating officer.

Customer lists provided to a state or local police agency by an alarm or security company at the request of the agency shall be construed to be records subject to this subdivision.

Notwithstanding any other provision of this subdivision, state and

local law enforcement agencies shall make public the following information, except to the extent that disclosure of a particular item of information would endanger the safety of a person involved in an investigation or would endanger the successful completion of the investigation or a related investigation:

(1) The full name and occupation of every individual arrested by the agency, the individual's physical description including date of birth, color of eyes and hair, sex, height and weight, the time and date of arrest, the time and date of booking, the location of the arrest, the factual circumstances surrounding the arrest, the amount of bail set, the time and manner of release or the location where the individual is currently being held, and all charges the individual is being held upon, including any outstanding warrants from other jurisdictions and parole or probation holds.

(2) Subject to the restrictions imposed by Section 841.5 of the Penal Code, the time, substance, and location of all complaints or requests for assistance received by the agency and the time and nature of the response thereto, including, to the extent the information regarding crimes alleged or committed or any other incident investigated is recorded, the time, date, and location of occurrence, the time and date of the report, the name and age of the victim, the factual circumstances surrounding the crime or incident, and a general description of any injuries, property, or weapons involved. The name of a victim of any crime defined by Section 220, 236.1, 261, 261.5, 262, 264, 264.1, 265, 266, 266a, 266b, 266c, 266e, 266f, 266j, 267, 269, 273a, 273d, 273.5, 285, 286, 288, 288a, 288.2, 288.3 (as added by Chapter 337 of the Statutes of 2006), 288.3 (as added by Section 6 of Proposition 83 of the November 7, 2006, statewide general election), 288.5, 288.7, 289, 422.6, 422.7, 422.75, 646.9, or 647.6 of the Penal Code may be withheld at the victim's request, or at the request of the victim's parent or guardian if the victim is a minor. When a person is the victim of more than one crime, information disclosing that the person is a victim of a crime defined in any of the sections of the Penal Code set forth in this subdivision may be deleted at the request of the victim, or the victim's parent or guardian if the victim is a minor, in making the report of the crime, or of any crime or incident accompanying the crime, available to the public in compliance with the requirements of this paragraph.

(3) Subject to the restrictions of Section 841.5 of the Penal Code and this subdivision, the current address of every individual arrested by the agency and the current address of the victim of a crime, where the requester declares under penalty of perjury that the request is made for a scholarly, journalistic, political, or governmental purpose, or that the request is made for investigation purposes by a licensed private investigator as described in Chapter 11.3 (commencing with Section 7512) of Division 3 of the Business and Professions Code. However, the address of the victim of any crime defined by Section 220, 236.1, 261, 261.5, 262, 264, 264.1, 265, 266, 266a, 266b, 266c, 266e, 266f, 266j, 267, 269, 273a, 273d, 273.5, 285, 286, 288, 288a, 288.2, 288.3 (as added by Chapter 337 of the Statutes of 2006), 288.3 (as added by Section 6 of Proposition 83 of the November 7, 2006, statewide general election), 288.5, 288.7, 289, 422.6, 422.7, 422.75, 646.9, or 647.6 of the Penal Code shall remain confidential. Address information obtained pursuant to this paragraph may not be used directly or indirectly, or furnished to

another, to sell a product or service to any individual or group of individuals, and the requester shall execute a declaration to that effect under penalty of perjury. Nothing in this paragraph shall be construed to prohibit or limit a scholarly, journalistic, political, or government use of address information obtained pursuant to this paragraph.

(g) Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination, except as provided for in Chapter 3 (commencing with Section 99150) of Part 65 of Division 14 of Title 3 of the Education Code.

(h) The contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the state or local agency relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained. However, the law of eminent domain shall not be affected by this provision.

(i) Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information.

(j) Library circulation records kept for the purpose of identifying the borrower of items available in libraries, and library and museum materials made or acquired and presented solely for reference or exhibition purposes. The exemption in this subdivision shall not apply to records of fines imposed on the borrowers.

(k) Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.

(l) Correspondence of and to the Governor or employees of the Governor's office or in the custody of or maintained by the Governor's Legal Affairs Secretary. However, public records shall not be transferred to the custody of the Governor's Legal Affairs Secretary to evade the disclosure provisions of this chapter.

(m) In the custody of or maintained by the Legislative Counsel, except those records in the public database maintained by the Legislative Counsel that are described in Section 10248.

(n) Statements of personal worth or personal financial data required by a licensing agency and filed by an applicant with the licensing agency to establish his or her personal qualification for the license, certificate, or permit applied for.

(o) Financial data contained in applications for financing under Division 27 (commencing with Section 44500) of the Health and Safety Code, where an authorized officer of the California Pollution Control Financing Authority determines that disclosure of the financial data would be competitively injurious to the applicant and the data is required in order to obtain guarantees from the United States Small Business Administration. The California Pollution Control Financing Authority shall adopt rules for review of individual requests for confidentiality under this section and for making available to the public those portions of an application that are subject to disclosure under this chapter.

(p) Records of state agencies related to activities governed by Chapter 10.3 (commencing with Section 3512), Chapter 10.5 (commencing with Section 3525), and Chapter 12 (commencing with Section 3560) of

Division 4, that reveal a state agency's deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy, or that provide instruction, advice, or training to employees who do not have full collective bargaining and representation rights under these chapters. Nothing in this subdivision shall be construed to limit the disclosure duties of a state agency with respect to any other records relating to the activities governed by the employee relations acts referred to in this subdivision.

(q) (1) Records of state agencies related to activities governed by Article 2.6 (commencing with Section 14081), Article 2.8 (commencing with Section 14087.5), and Article 2.91 (commencing with Section 14089) of Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code, that reveal the special negotiator's deliberative processes, discussions, communications, or any other portion of the negotiations with providers of health care services, impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy, or that provide instruction, advice, or training to employees.

(2) Except for the portion of a contract containing the rates of payment, contracts for inpatient services entered into pursuant to these articles, on or after April 1, 1984, shall be open to inspection one year after they are fully executed. If a contract for inpatient services that is entered into prior to April 1, 1984, is amended on or after April 1, 1984, the amendment, except for any portion containing the rates of payment, shall be open to inspection one year after it is fully executed. If the California Medical Assistance Commission enters into contracts with health care providers for other than inpatient hospital services, those contracts shall be open to inspection one year after they are fully executed.

(3) Three years after a contract or amendment is open to inspection under this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

(4) Notwithstanding any other provision of law, the entire contract or amendment shall be open to inspection by the Joint Legislative Audit Committee and the Legislative Analyst's Office. The committee and that office shall maintain the confidentiality of the contracts and amendments until the time a contract or amendment is fully open to inspection by the public.

(r) Records of Native American graves, cemeteries, and sacred places and records of Native American places, features, and objects described in Sections 5097.9 and 5097.993 of the Public Resources Code maintained by, or in the possession of, the Native American Heritage Commission, another state agency, or a local agency.

(s) A final accreditation report of the Joint Commission on Accreditation of Hospitals that has been transmitted to the State Department of Health Care Services pursuant to subdivision (b) of Section 1282 of the Health and Safety Code.

(t) Records of a local hospital district, formed pursuant to Division 23 (commencing with Section 32000) of the Health and Safety Code, or the records of a municipal hospital, formed pursuant to Article 7 (commencing with Section 37600) or Article 8 (commencing with Section 37650) of Chapter 5 of Part 2 of Division 3 of Title 4 of this code, that relate to any contract with an insurer or nonprofit hospital service plan for inpatient or outpatient services

for alternative rates pursuant to Section 10133 of the Insurance Code. However, the record shall be open to inspection within one year after the contract is fully executed.

(u) (1) Information contained in applications for licenses to carry firearms issued pursuant to Section 26150, 26155, 26170, or 26215 of the Penal Code by the sheriff of a county or the chief or other head of a municipal police department that indicates when or where the applicant is vulnerable to attack or that concerns the applicant's medical or psychological history or that of members of his or her family.

(2) The home address and telephone number of prosecutors, public defenders, peace officers, judges, court commissioners, and magistrates that are set forth in applications for licenses to carry firearms issued pursuant to Section 26150, 26155, 26170, or 26215 of the Penal Code by the sheriff of a county or the chief or other head of a municipal police department.

(3) The home address and telephone number of prosecutors, public defenders, peace officers, judges, court commissioners, and magistrates that are set forth in licenses to carry firearms issued pursuant to Section 26150, 26155, 26170, or 26215 of the Penal Code by the sheriff of a county or the chief or other head of a municipal police department.

(v) (1) Records of the Managed Risk Medical Insurance Board and the State Department of Health Care Services related to activities governed by Part 6.3 (commencing with Section 12695), Part 6.5 (commencing with Section 12700), Part 6.6 (commencing with Section 12739.5), and Part 6.7 (commencing with Section 12739.70) of Division 2 of the Insurance Code, and Chapter 2 (commencing with Section 15850) of Part 3.3 of Division 9 of the Welfare and Institutions Code, and that reveal any of the following:

(A) The deliberative processes, discussions, communications, or any other portion of the negotiations with entities contracting or seeking to contract with the board or the department, entities with which the board or the department is considering a contract, or entities with which the board is considering or enters into any other arrangement under which the board or the department provides, receives, or arranges services or reimbursement.

(B) The impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff or the department or its staff, or records that provide instructions, advice, or training to their employees.

(2) (A) Except for the portion of a contract that contains the rates of payment, contracts entered into pursuant to Part 6.3 (commencing with Section 12695), Part 6.5 (commencing with Section 12700), Part 6.6 (commencing with Section 12739.5), or Part 6.7 (commencing with Section 12739.70) of Division 2 of the Insurance Code, or Chapter 2.2 (commencing with Section 15850) of Part 3.3 of Division 9 of the Welfare and Institutions Code, on or after July 1, 1991, shall be open to inspection one year after their effective dates.

(B) If a contract that is entered into prior to July 1, 1991, is amended on or after July 1, 1991, the amendment, except for any portion containing the rates of payment, shall be open to inspection one year after the effective date of the amendment.

(3) Three years after a contract or amendment is open to inspection pursuant to this subdivision, the portion of the contract

or amendment containing the rates of payment shall be open to inspection.

(4) Notwithstanding any other law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto, until the contracts or amendments to the contracts are open to inspection pursuant to paragraph (3).

(w) (1) Records of the Managed Risk Medical Insurance Board related to activities governed by Chapter 8 (commencing with Section 10700) of Part 2 of Division 2 of the Insurance Code, and that reveal the deliberative processes, discussions, communications, or any other portion of the negotiations with health plans, or the impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff, or records that provide instructions, advice, or training to employees.

(2) Except for the portion of a contract that contains the rates of payment, contracts for health coverage entered into pursuant to Chapter 8 (commencing with Section 10700) of Part 2 of Division 2 of the Insurance Code, on or after January 1, 1993, shall be open to inspection one year after they have been fully executed.

(3) Notwithstanding any other law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto, until the contracts or amendments to the contracts are open to inspection pursuant to paragraph (2).

(x) Financial data contained in applications for registration, or registration renewal, as a service contractor filed with the Director of Consumer Affairs pursuant to Chapter 20 (commencing with Section 9800) of Division 3 of the Business and Professions Code, for the purpose of establishing the service contractor's net worth, or financial data regarding the funded accounts held in escrow for service contracts held in force in this state by a service contractor.

(y) (1) Records of the Managed Risk Medical Insurance Board related to activities governed by Part 6.2 (commencing with Section 12693) or Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code, and that reveal any of the following:

(A) The deliberative processes, discussions, communications, or any other portion of the negotiations with entities contracting or seeking to contract with the board, entities with which the board is considering a contract, or entities with which the board is considering or enters into any other arrangement under which the board provides, receives, or arranges services or reimbursement.

(B) The impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff, or records that provide instructions, advice, or training to employees.

(2) (A) Except for the portion of a contract that contains the rates of payment, contracts entered into pursuant to Part 6.2 (commencing with Section 12693) or Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code, on or after January 1, 1998, shall be open to inspection one year after their effective dates.

(B) If a contract entered into pursuant to Part 6.2 (commencing

with Section 12693) or Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code is amended, the amendment shall be open to inspection one year after the effective date of the amendment.

(3) Three years after a contract or amendment is open to inspection pursuant to this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

(4) Notwithstanding any other law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto until the contract or amendments to a contract are open to inspection pursuant to paragraph (2) or (3).

(5) The exemption from disclosure provided pursuant to this subdivision for the contracts, deliberative processes, discussions, communications, negotiations, impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of the board or its staff shall also apply to the contracts, deliberative processes, discussions, communications, negotiations, impressions, opinions, recommendations, meeting minutes, research, work product, theories, or strategy of applicants pursuant to Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code.

(z) Records obtained pursuant to paragraph (2) of subdivision (f) of Section 2891.1 of the Public Utilities Code.

(aa) A document prepared by or for a state or local agency that assesses its vulnerability to terrorist attack or other criminal acts intended to disrupt the public agency's operations and that is for distribution or consideration in a closed session.

(ab) Critical infrastructure information, as defined in Section 131(3) of Title 6 of the United States Code, that is voluntarily submitted to the California Emergency Management Agency for use by that office, including the identity of the person who or entity that voluntarily submitted the information. As used in this subdivision, "voluntarily submitted" means submitted in the absence of the office exercising any legal authority to compel access to or submission of critical infrastructure information. This subdivision shall not affect the status of information in the possession of any other state or local governmental agency.

(ac) All information provided to the Secretary of State by a person for the purpose of registration in the Advance Health Care Directive Registry, except that those records shall be released at the request of a health care provider, a public guardian, or the registrant's legal representative.

(ad) The following records of the State Compensation Insurance Fund:

(1) Records related to claims pursuant to Chapter 1 (commencing with Section 3200) of Division 4 of the Labor Code, to the extent that confidential medical information or other individually identifiable information would be disclosed.

(2) Records related to the discussions, communications, or any other portion of the negotiations with entities contracting or seeking to contract with the fund, and any related deliberations.

(3) Records related to the impressions, opinions, recommendations, meeting minutes of meetings or sessions that are lawfully closed to

the public, research, work product, theories, or strategy of the fund or its staff, on the development of rates, contracting strategy, underwriting, or competitive strategy pursuant to the powers granted to the fund in Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code.

(4) Records obtained to provide workers' compensation insurance under Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code, including, but not limited to, any medical claims information, policyholder information provided that nothing in this paragraph shall be interpreted to prevent an insurance agent or broker from obtaining proprietary information or other information authorized by law to be obtained by the agent or broker, and information on rates, pricing, and claims handling received from brokers.

(5) (A) Records that are trade secrets pursuant to Section 6276.44, or Article 11 (commencing with Section 1060) of Chapter 4 of Division 8 of the Evidence Code, including without limitation, instructions, advice, or training provided by the State Compensation Insurance Fund to its board members, officers, and employees regarding the fund's special investigation unit, internal audit unit, and informational security, marketing, rating, pricing, underwriting, claims handling, audits, and collections.

(B) Notwithstanding subparagraph (A), the portions of records containing trade secrets shall be available for review by the Joint Legislative Audit Committee, the Bureau of State Audits, Division of Workers' Compensation, and the Department of Insurance to ensure compliance with applicable law.

(6) (A) Internal audits containing proprietary information and the following records that are related to an internal audit:

(i) Personal papers and correspondence of any person providing assistance to the fund when that person has requested in writing that his or her papers and correspondence be kept private and confidential. Those papers and correspondence shall become public records if the written request is withdrawn, or upon order of the fund.

(ii) Papers, correspondence, memoranda, or any substantive information pertaining to any audit not completed or an internal audit that contains proprietary information.

(B) Notwithstanding subparagraph (A), the portions of records containing proprietary information, or any information specified in subparagraph (A) shall be available for review by the Joint Legislative Audit Committee, the Bureau of State Audits, Division of Workers' Compensation, and the Department of Insurance to ensure compliance with applicable law.

(7) (A) Except as provided in subparagraph (C), contracts entered into pursuant to Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code shall be open to inspection one year after the contract has been fully executed.

(B) If a contract entered into pursuant to Chapter 4 (commencing with Section 11770) of Part 3 of Division 2 of the Insurance Code is amended, the amendment shall be open to inspection one year after the amendment has been fully executed.

(C) Three years after a contract or amendment is open to inspection pursuant to this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

(D) Notwithstanding any other law, the entire contract or amendments to a contract shall be open to inspection by the Joint Legislative Audit Committee. The committee shall maintain the confidentiality of the contracts and amendments thereto until the contract or amendments to a contract are open to inspection pursuant to this paragraph.

(E) This paragraph is not intended to apply to documents related to contracts with public entities that are not otherwise expressly confidential as to that public entity.

(F) For purposes of this paragraph, "fully executed" means the point in time when all of the necessary parties to the contract have signed the contract.

This section shall not prevent any agency from opening its records concerning the administration of the agency to public inspection, unless disclosure is otherwise prohibited by law.

This section shall not prevent any health facility from disclosing to a certified bargaining agent relevant financing information pursuant to Section 8 of the National Labor Relations Act (29 U.S.C. Sec. 158).

6254.1. (a) Except as provided in Section 6254.7, nothing in this chapter requires disclosure of records that are the residence address of any person contained in the records of the Department of Housing and Community Development, if the person has requested confidentiality of that information, in accordance with Section 18081 of the Health and Safety Code.

(b) Nothing in this chapter requires the disclosure of the residence or mailing address of any person in any record of the Department of Motor Vehicles except in accordance with Section 1808.21 of the Vehicle Code.

(c) Nothing in this chapter requires the disclosure of the results of a test undertaken pursuant to Section 12804.8 of the Vehicle Code.

6254.2. (a) Nothing in this chapter exempts from public disclosure the same categories of pesticide safety and efficacy information that are disclosable under paragraph (1) of subsection (d) of Section 10 of the federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 136h(d)(1)), if the individual requesting the information is not an officer, employee, or agent specified in subdivision (h) and signs the affirmation specified in subdivision (h).

(b) The Director of Pesticide Regulation, upon his or her initiative, or upon receipt of a request pursuant to this chapter for the release of data submitted and designated as a trade secret by a registrant or applicant, shall determine whether any or all of the data so submitted is a properly designated trade secret. In order to assure that the interested public has an opportunity to obtain and review pesticide safety and efficacy data and to comment prior to the expiration of the public comment period on a proposed pesticide registration, the director shall provide notice to interested persons when an application for registration enters the registration evaluation process.

(c) If the director determines that the data is not a trade

secret, the director shall notify the registrant or applicant by certified mail.

(d) The registrant or applicant shall have 30 days after receipt of this notification to provide the director with a complete justification and statement of the grounds on which the trade secret privilege is claimed. This justification and statement shall be submitted by certified mail.

(e) The director shall determine whether the data is protected as a trade secret within 15 days after receipt of the justification and statement or, if no justification and statement is filed, within 45 days of the original notice. The director shall notify the registrant or applicant and any party who has requested the data pursuant to this chapter of that determination by certified mail. If the director determines that the data is not protected as a trade secret, the final notice shall also specify a date, not sooner than 15 days after the date of mailing of the final notice, when the data shall be available to any person requesting information pursuant to subdivision (a).

(f) "Trade secret" means data that is nondisclosable under paragraph (1) of subsection (d) of Section 10 of the federal Insecticide, Fungicide, and Rodenticide Act.

(g) This section shall be operative only so long as, and to the extent that, enforcement of paragraph (1) of subsection (d) of Section 10 of the federal Insecticide, Fungicide, and Rodenticide Act has not been enjoined by federal court order, and shall become inoperative if an unappealable federal court judgment or decision becomes final that holds that paragraph invalid, to the extent of the invalidity.

(h) The director shall not knowingly disclose information submitted to the state by an applicant or registrant pursuant to Article 4 (commencing with Section 12811) of Chapter 2 of Division 7 of the Food and Agricultural Code to any officer, employee, or agent of any business or other entity engaged in the production, sale, or distribution of pesticides in countries other than the United States or in countries in addition to the United States, or to any other person who intends to deliver this information to any foreign or multi-national business or entity, unless the applicant or registrant consents to the disclosure. To implement this subdivision, the director shall require the following affirmation to be signed by the person who requests such information:

#### AFFIRMATION OF STATUS

This affirmation is required by Section 6254.2 of the Government Code.

I have requested access to information submitted to the Department of Pesticide Regulation (or previously submitted to the Department of Food and Agriculture) by a pesticide applicant or registrant pursuant to the California Food and Agricultural Code. I hereby affirm all of the following statements:

(1) I do not seek access to the information for purposes of delivering it or offering it for sale to any business or other entity, including the business or entity of which I am an officer, employee, or agent engaged in the production, sale, or distribution of pesticides in countries other than the United States or in countries in addition to the United States, or to the officers,



state.

(m) This section does not prohibit any person from maintaining a civil action for wrongful disclosure of trade secrets.

(n) The director may limit an individual to one request per month pursuant to this section if the director determines that a person has made a frivolous request within the past 12-month period.

6254.3. (a) The home addresses and home telephone numbers of state employees and employees of a school district or county office of education shall not be deemed to be public records and shall not be open to public inspection, except that disclosure of that information may be made as follows:

(1) To an agent, or a family member of the individual to whom the information pertains.

(2) To an officer or employee of another state agency, school district, or county office of education when necessary for the performance of its official duties.

(3) To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home addresses and home telephone numbers of employees performing law enforcement-related functions shall not be disclosed.

(4) To an agent or employee of a health benefit plan providing health services or administering claims for health services to state, school districts, and county office of education employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents.

(b) Upon written request of any employee, a state agency, school district, or county office of education shall not disclose the employee's home address or home telephone number pursuant to paragraph (3) of subdivision (a) and an agency shall remove the employee's home address and home telephone number from any mailing list maintained by the agency, except if the list is used exclusively by the agency to contact the employee.

6254.4. (a) The home address, telephone number, e-mail address, precinct number, or other number specified by the Secretary of State for voter registration purposes, and prior registration information shown on the voter registration card for all registered voters, are confidential and shall not be disclosed to any person, except pursuant to Section 2194 of the Elections Code.

(b) For purposes of this section, "home address" means street address only, and does not include an individual's city or post office address.

(c) The California driver's license number, the California identification card number, the social security number, and any other unique identifier used by the State of California for purposes of voter identification shown on a voter registration card of a registered voter, or added to the voter registration records to comply with the requirements of the Help America Vote Act of 2002 (42 U.S.C. Sec. 15301 et seq.), are confidential and shall not be disclosed to any person.

(d) The signature of the voter that is shown on the voter registration card is confidential and shall not be disclosed to any person.

6254.5. Notwithstanding any other provisions of the law, whenever a state or local agency discloses a public record which is otherwise exempt from this chapter, to any member of the public, this disclosure shall constitute a waiver of the exemptions specified in Sections 6254, 6254.7, or other similar provisions of law. For purposes of this section, "agency" includes a member, agent, officer, or employee of the agency acting within the scope of his or her membership, agency, office, or employment.

This section, however, shall not apply to disclosures:

(a) Made pursuant to the Information Practices Act (commencing with Section 1798 of the Civil Code) or discovery proceedings.

(b) Made through other legal proceedings or as otherwise required by law.

(c) Within the scope of disclosure of a statute which limits disclosure of specified writings to certain purposes.

(d) Not required by law, and prohibited by formal action of an elected legislative body of the local agency which retains the writings.

(e) Made to any governmental agency which agrees to treat the disclosed material as confidential. Only persons authorized in writing by the person in charge of the agency shall be permitted to obtain the information. Any information obtained by the agency shall only be used for purposes which are consistent with existing law.

(f) Of records relating to a financial institution or an affiliate thereof, if the disclosures are made to the financial institution or affiliate by a state agency responsible for the regulation or supervision of the financial institution or affiliate.

(g) Of records relating to any person that is subject to the jurisdiction of the Department of Corporations, if the disclosures are made to the person that is the subject of the records for the purpose of corrective action by that person, or if a corporation, to an officer, director, or other key personnel of the corporation for the purpose of corrective action, or to any other person to the extent necessary to obtain information from that person for the purpose of an investigation by the Department of Corporations.

(h) Made by the Commissioner of Financial Institutions under Section 280, 282, 8009, or 18396 of the Financial Code.

(i) Of records relating to any person that is subject to the jurisdiction of the Department of Managed Health Care, if the disclosures are made to the person that is the subject of the records for the purpose of corrective action by that person, or if a corporation, to an officer, director, or other key personnel of the corporation for the purpose of corrective action, or to any other person to the extent necessary to obtain information from that person for the purpose of an investigation by the Department of Managed Health Care.

6254.6. Whenever a city and county or a joint powers agency, pursuant to a mandatory statute or charter provision to collect

private industry wage data for salary setting purposes, or a contract entered to implement that mandate, is provided this data by the federal Bureau of Labor Statistics on the basis that the identity of private industry employers shall remain confidential, the identity of the employers shall not be open to the public or be admitted as evidence in any action or special proceeding.

6254.7. (a) All information, analyses, plans, or specifications that disclose the nature, extent, quantity, or degree of air contaminants or other pollution which any article, machine, equipment, or other contrivance will produce, which any air pollution control district or air quality management district, or any other state or local agency or district, requires any applicant to provide before the applicant builds, erects, alters, replaces, operates, sells, rents, or uses the article, machine, equipment, or other contrivance, are public records.

(b) All air or other pollution monitoring data, including data compiled from stationary sources, are public records.

(c) All records of notices and orders directed to the owner of any building of violations of housing or building codes, ordinances, statutes, or regulations which constitute violations of standards provided in Section 1941.1 of the Civil Code, and records of subsequent action with respect to those notices and orders, are public records.

(d) Except as otherwise provided in subdivision (e) and Chapter 3 (commencing with Section 99150) of Part 65 of the Education Code, trade secrets are not public records under this section. "Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

(e) Notwithstanding any other provision of law, all air pollution emission data, including those emission data which constitute trade secrets as defined in subdivision (d), are public records. Data used to calculate emission data are not emission data for the purposes of this subdivision and data which constitute trade secrets and which are used to calculate emission data are not public records.

(f) Data used to calculate the costs of obtaining emissions offsets are not public records. At the time that an air pollution control district or air quality management district issues a permit to construct to an applicant who is required to obtain offsets pursuant to district rules and regulations, data obtained from the applicant consisting of the year the offset transaction occurred, the amount of offsets purchased, by pollutant, and the total cost, by pollutant, of the offsets purchased is a public record. If an application is denied, the data shall not be a public record.

6254.8. Every employment contract between a state or local agency

and any public official or public employee is a public record which is not subject to the provisions of Sections 6254 and 6255.

6254.9. (a) Computer software developed by a state or local agency is not itself a public record under this chapter. The agency may sell, lease, or license the software for commercial or noncommercial use.

(b) As used in this section, "computer software" includes computer mapping systems, computer programs, and computer graphics systems.

(c) This section shall not be construed to create an implied warranty on the part of the State of California or any local agency for errors, omissions, or other defects in any computer software as provided pursuant to this section.

(d) Nothing in this section is intended to affect the public record status of information merely because it is stored in a computer. Public records stored in a computer shall be disclosed as required by this chapter.

(e) Nothing in this section is intended to limit any copyright protections.

6254.10. Nothing in this chapter requires disclosure of records that relate to archaeological site information and reports maintained by, or in the possession of, the Department of Parks and Recreation, the State Historical Resources Commission, the State Lands Commission, the Native American Heritage Commission, another state agency, or a local agency, including the records that the agency obtains through a consultation process between a California Native American tribe and a state or local agency.

6254.11. Nothing in this chapter requires the disclosure of records that relate to volatile organic compounds or chemical substances information received or compiled by an air pollution control officer pursuant to Section 42303.2 of the Health and Safety Code.

6254.12. Any information reported to the North American Securities Administrators Association/National Association of Securities Dealers' Central Registration Depository and compiled as disciplinary records which are made available to the Department of Corporations through a computer system, shall constitute a public record. Notwithstanding any other provision of law, the Department of Corporations may disclose that information and the current license status and the year of issuance of the license of a broker-dealer upon written or oral request pursuant to Section 25247 of the Corporations Code.

6254.13. Notwithstanding Section 6254, upon the request of any Member of the Legislature or upon request of the Governor or his or her designee, test questions or materials that would be used to

administer an examination and are provided by the State Department of Education and administered as part of a statewide testing program of pupils enrolled in the public schools shall be disclosed to the requester. These questions or materials may not include an individual examination that has been administered to a pupil and scored. The requester may not take physical possession of the questions or materials, but may view the questions or materials at a location selected by the department. Upon viewing this information, the requester shall keep the materials that he or she has seen confidential.

6254.14. (a) (1) Except as provided in Sections 6254 and 6254.7, nothing in this chapter shall be construed to require disclosure of records of the Department of Corrections and Rehabilitation that relate to health care services contract negotiations, and that reveal the deliberative processes, discussions, communications, or any other portion of the negotiations, including, but not limited to, records related to those negotiations such as meeting minutes, research, work product, theories, or strategy of the department, or its staff, or members of the California Medical Assistance Commission, or its staff, who act in consultation with, or on behalf of, the department.

(2) Except for the portion of a contract that contains the rates of payment, contracts for health services entered into by the Department of Corrections and Rehabilitation or the California Medical Assistance Commission on or after July 1, 1993, shall be open to inspection one year after they are fully executed. In the event that a contract for health services that is entered into prior to July 1, 1993, is amended on or after July 1, 1993, the amendment, except for any portion containing rates of payment, shall be open to inspection one year after it is fully executed.

(3) Three years after a contract or amendment is open to inspection under this subdivision, the portion of the contract or amendment containing the rates of payment shall be open to inspection.

(4) Notwithstanding any other provision of law, including, but not limited to, Section 1060 of the Evidence Code, the entire contract or amendment shall be open to inspection by the Joint Legislative Audit Committee, the California State Auditor's Office, and the Legislative Analyst's Office. The Joint Legislative Audit Committee, the California State Auditor's Office, and the Legislative Analyst's Office shall maintain the confidentiality of the contracts and amendments until the contract or amendment is fully open to inspection by the public.

(5) It is the intent of the Legislature that confidentiality of health care provider contracts, and of the contracting process as provided in this subdivision, is intended to protect the competitive nature of the negotiation process, and shall not affect public access to other information relating to the delivery of health care services.

(b) The inspection authority and confidentiality requirements established in subdivisions (q), (v), and (y) of Section 6254 for the Legislative Audit Committee shall also apply to the California State Auditor's Office and the Legislative Analyst's Office.

6254.15. Nothing in this chapter shall be construed to require the disclosure of records that are any of the following: corporate financial records, corporate proprietary information including trade secrets, and information relating to siting within the state furnished to a government agency by a private company for the purpose of permitting the agency to work with the company in retaining, locating, or expanding a facility within California. Except as provided below, incentives offered by state or local government agencies, if any, shall be disclosed upon communication to the agency or the public of a decision to stay, locate, relocate, or expand, by a company, or upon application by that company to a governmental agency for a general plan amendment, rezone, use permit, building permit, or any other permit, whichever occurs first.

The agency shall delete, prior to disclosure to the public, information that is exempt pursuant to this section from any record describing state or local incentives offered by an agency to a private business to retain, locate, relocate, or expand the business within California.

6254.16. Nothing in this chapter shall be construed to require the disclosure of the name, credit history, utility usage data, home address, or telephone number of utility customers of local agencies, except that disclosure of name, utility usage data, and the home address of utility customers of local agencies shall be made available upon request as follows:

(a) To an agent or authorized family member of the person to whom the information pertains.

(b) To an officer or employee of another governmental agency when necessary for the performance of its official duties.

(c) Upon court order or the request of a law enforcement agency relative to an ongoing investigation.

(d) Upon determination by the local agency that the utility customer who is the subject of the request has used utility services in a manner inconsistent with applicable local utility usage policies.

(e) Upon determination by the local agency that the utility customer who is the subject of the request is an elected or appointed official with authority to determine the utility usage policies of the local agency, provided that the home address of an appointed official shall not be disclosed without his or her consent.

(f) Upon determination by the local agency that the public interest in disclosure of the information clearly outweighs the public interest in nondisclosure.

6254.17. (a) Nothing in this chapter shall be construed to require disclosure of records of the California Victim Compensation and Government Claims Board that relate to a request for assistance under Article 1 (commencing with Section 13950) of Chapter 5 of Part 4 of Division 3 of Title 2.

(b) This section shall not apply to a disclosure of the following

information, if no information is disclosed that connects the information to a specific victim, derivative victim, or applicant under Article 1 (commencing with Section 13950) of Chapter 5 of Part 4 of Division 3 of Title 2:

(1) The amount of money paid to a specific provider of services.

(2) Summary data concerning the types of crimes for which assistance is provided.

6254.18. (a) Nothing in this chapter shall be construed to require disclosure of any personal information received, collected, or compiled by a public agency regarding the employees, volunteers, board members, owners, partners, officers, or contractors of a reproductive health services facility who have notified the public agency pursuant to subdivision (d) if the personal information is contained in a document that relates to the facility.

(b) For purposes of this section, the following terms have the following meanings:

(1) "Contractor" means an individual or entity that contracts with a reproductive health services facility for services related to patient care.

(2) "Personal information" means the following information related to an individual that is maintained by a public agency: social security number, physical description, home address, home telephone number, statements of personal worth or personal financial data filed pursuant to subdivision (n) of Section 6254, personal medical history, employment history, electronic mail address, and information that reveals any electronic network location or identity.

(3) "Public agency" means all of the following:

(A) The State Department of Health Care Services.

(B) The Department of Consumer Affairs.

(C) The Department of Managed Health Care.

(D) The State Department of Public Health.

(4) "Reproductive health services facility" means the office of a licensed physician and surgeon whose specialty is family practice, obstetrics, or gynecology, or a licensed clinic, where at least 50 percent of the patients of the physician or the clinic are provided with family planning or abortion services.

(c) Any person may institute proceedings for injunctive or declarative relief or writ of mandate in any court of competent jurisdiction to obtain access to employment history information pursuant to Sections 6258 and 6259. If the court finds, based on the facts of a particular case, that the public interest served by disclosure of employment history information clearly outweighs the public interest served by not disclosing the information, the court shall order the officer or person charged with withholding the information to disclose employment history information or show cause why he or she should not do so pursuant to Section 6259.

(d) In order for this section to apply to an individual who is an employee, volunteer, board member, officer, or contractor of a reproductive health services facility, the individual shall notify the public agency to which his or her personal information is being submitted or has been submitted that he or she falls within the application of this section. The reproductive health services facility shall retain a copy of all notifications submitted pursuant

to this section. This notification shall be valid if it complies with all of the following:

- (1) Is on the official letterhead of the facility.
- (2) Is clearly separate from any other language present on the same page and is executed by a signature that serves no other purpose than to execute the notification.
- (3) Is signed and dated by both of the following:
  - (A) The individual whose information is being submitted.
  - (B) The executive officer or his or her designee of the reproductive health services facility.
- (e) The privacy protections for personal information authorized pursuant to this section shall be effective from the time of notification pursuant to subdivision (d) until either one of the following occurs:
  - (1) Six months after the date of separation from a reproductive health services facility for an individual who has served for not more than one year as an employee, contractor, volunteer, board member, or officer of the reproductive health services facility.
  - (2) One year after the date of separation from a reproductive health services facility for an individual who has served for more than one year as an employee, contractor, volunteer, board member, or officer of the reproductive health services facility.
- (f) Within 90 days of separation of an employee, contractor, volunteer, board member, or officer of the reproductive health services facility who has provided notice to a public agency pursuant to subdivision (c), the facility shall provide notice of the separation to the relevant agency or agencies.
- (g) Nothing in this section shall prevent the disclosure by a government agency of data regarding age, race, ethnicity, national origin, or gender of individuals whose personal information is protected pursuant to this section, so long as the data contains no individually identifiable information.

6254.19. Nothing in this chapter shall be construed to require the disclosure of an information security record of a public agency, if, on the facts of the particular case, disclosure of that record would reveal vulnerabilities to, or otherwise increase the potential for an attack on, an information technology system of a public agency. Nothing in this section shall be construed to limit public disclosure of records stored within an information technology system of a public agency that are not otherwise exempt from disclosure pursuant to this chapter or any other provision of law.

6254.20. Nothing in this chapter shall be construed to require the disclosure of records that relate to electronically collected personal information, as defined by Section 11015.5, received, collected, or compiled by a state agency.

6254.21. (a) No state or local agency shall post the home address or telephone number of any elected or appointed official on the Internet without first obtaining the written permission of that

individual.

(b) No person shall knowingly post the home address or telephone number of any elected or appointed official, or of the official's residing spouse or child, on the Internet knowing that person is an elected or appointed official and intending to cause imminent great bodily harm that is likely to occur or threatening to cause imminent great bodily harm to that individual. A violation of this subdivision is a misdemeanor. A violation of this subdivision that leads to the bodily injury of the official, or his or her residing spouse or child, is a misdemeanor or a felony.

(c) (1) (A) No person, business, or association shall publicly post or publicly display on the Internet the home address or telephone number of any elected or appointed official if that official has made a written demand of that person, business, or association to not disclose his or her home address or telephone number.

(B) A written demand made under this paragraph by a state constitutional officer, a mayor, or a Member of the Legislature, a city council, or a board of supervisors shall include a statement describing a threat or fear for the safety of that official or of any person residing at the official's home address.

(C) A written demand made under this paragraph by an elected official shall be effective for four years, regardless of whether or not the official's term has expired prior to the end of the four-year period.

(D) (i) A person, business, or association that receives the written demand of an elected or appointed official pursuant to this paragraph shall remove the official's home address or telephone number from public display on the Internet, including information provided to cellular telephone applications, within 48 hours of delivery of the written demand, and shall continue to ensure that this information is not reposted on the same Internet Web site, subsidiary site, or any other Internet Web site maintained by the recipient of the written demand.

(ii) After receiving the elected or appointed official's written demand, the person, business, or association shall not transfer the appointed or elected official's home address or telephone number to any other person, business, or association through any other medium.

(iii) Clause (ii) shall not be deemed to prohibit a telephone corporation, as defined in Section 234 of the Public Utilities Code, or its affiliate, from transferring the elected or appointed official's home address or telephone number to any person, business, or association, if the transfer is authorized by federal or state law, regulation, order, or tariff, or necessary in the event of an emergency, or to collect a debt owed by the elected or appointed official to the telephone corporation or its affiliate.

(E) For purposes of this paragraph, "publicly post" or "publicly display" means to intentionally communicate or otherwise make available to the general public.

(2) An official whose home address or telephone number is made public as a result of a violation of paragraph (1) may bring an action seeking injunctive or declarative relief in any court of competent jurisdiction. If a court finds that a violation has occurred, it may grant injunctive or declarative relief and shall award the official court costs and reasonable attorney's fees. A fine not exceeding one thousand dollars (\$1,000) may be imposed for a

violation of the court's order for an injunction or declarative relief obtained pursuant to this paragraph.

(3) An elected or appointed official may designate in writing the official's employer, a related governmental entity, or any voluntary professional association of similar officials to act, on behalf of that official, as that official's agent with regard to making a written demand pursuant to this section. A written demand made by an agent pursuant to this paragraph shall include a statement describing a threat or fear for the safety of that official or of any person residing at the official's home address.

(d) (1) No person, business, or association shall solicit, sell, or trade on the Internet the home address or telephone number of an elected or appointed official with the intent to cause imminent great bodily harm to the official or to any person residing at the official's home address.

(2) Notwithstanding any other law, an official whose home address or telephone number is solicited, sold, or traded in violation of paragraph (1) may bring an action in any court of competent jurisdiction. If a jury or court finds that a violation has occurred, it shall award damages to that official in an amount up to a maximum of three times the actual damages but in no case less than four thousand dollars (\$4,000).

(e) An interactive computer service or access software provider, as defined in Section 230(f) of Title 47 of the United States Code, shall not be liable under this section unless the service or provider intends to abet or cause imminent great bodily harm that is likely to occur or threatens to cause imminent great bodily harm to an elected or appointed official.

(f) For purposes of this section, "elected or appointed official" includes, but is not limited to, all of the following:

- (1) State constitutional officers.
- (2) Members of the Legislature.
- (3) Judges and court commissioners.
- (4) District attorneys.
- (5) Public defenders.
- (6) Members of a city council.
- (7) Members of a board of supervisors.
- (8) Appointees of the Governor.
- (9) Appointees of the Legislature.
- (10) Mayors.
- (11) City attorneys.
- (12) Police chiefs and sheriffs.
- (13) A public safety official, as defined in Section 6254.24.
- (14) State administrative law judges.
- (15) Federal judges and federal defenders.
- (16) Members of the United States Congress and appointees of the President.

(g) Nothing in this section is intended to preclude punishment instead under Sections 69, 76, or 422 of the Penal Code, or any other provision of law.

6254.22. Nothing in this chapter or any other provision of law shall require the disclosure of records of a health plan that is licensed pursuant to the Knox-Keene Health Care Service Plan Act of

1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code) and that is governed by a county board of supervisors, whether paper records, records maintained in the management information system, or records in any other form, that relate to provider rate or payment determinations, allocation or distribution methodologies for provider payments, formulae or calculations for these payments, and contract negotiations with providers of health care for alternative rates for a period of three years after the contract is fully executed. The transmission of the records, or the information contained therein in an alternative form, to the board of supervisors shall not constitute a waiver of exemption from disclosure, and the records and information once transmitted to the board of supervisors shall be subject to this same exemption. The provisions of this section shall not prevent access to any records by the Joint Legislative Audit Committee in the exercise of its powers pursuant to Article 1 (commencing with Section 10500) of Chapter 4 of Part 2 of Division 2 of Title 2. The provisions of this section also shall not prevent access to any records by the Department of Corporations in the exercise of its powers pursuant to Article 1 (commencing with Section 1340) of Chapter 2.2 of Division 2 of the Health and Safety Code.

6254.23. Nothing in this chapter or any other provision of law shall require the disclosure of a risk assessment or railroad infrastructure protection program filed with the Public Utilities Commission, the Director of Homeland Security, and the Office of Emergency Services pursuant to Article 7.3 (commencing with Section 7665) of Chapter 1 of Division 4 of the Public Utilities Code.

6254.24. As used in this chapter, "public safety official" means the following parties, whether active or retired:

(a) A peace officer as defined in Sections 830 to 830.65, inclusive, of the Penal Code, or a person who is not a peace officer, but may exercise the powers of arrest during the course and within the scope of their employment pursuant to Section 830.7 of the Penal Code.

(b) A public officer or other person listed in Sections 1808.2 and 1808.6 of the Vehicle Code.

(c) An "elected or appointed official" as defined in subdivision (f) of Section 6254.21.

(d) An attorney employed by the Department of Justice, the State Public Defender, or a county office of the district attorney or public defender, the United States Attorney, or the Federal Public Defender.

(e) A city attorney and an attorney who represent cities in criminal matters.

(f) An employee of the Department of Corrections and Rehabilitation who supervises inmates or is required to have a prisoner in his or her care or custody.

(g) A sworn or nonsworn employee who supervises inmates in a city police department, a county sheriff's office, the Department of the California Highway Patrol, federal, state, or a local detention

facility, and a local juvenile hall, camp, ranch, or home, and a probation officer as defined in Section 830.5 of the Penal Code.

(h) A federal prosecutor, a federal criminal investigator, and a National Park Service Ranger working in California.

(i) The surviving spouse or child of a peace officer defined in Section 830 of the Penal Code, if the peace officer died in the line of duty.

(j) State and federal judges and court commissioners.

(k) An employee of the Attorney General, a district attorney, or a public defender who submits verification from the Attorney General, district attorney, or public defender that the employee represents the Attorney General, district attorney, or public defender in matters that routinely place that employee in personal contact with persons under investigation for, charged with, or convicted of, committing criminal acts.

(l) A nonsworn employee of the Department of Justice or a police department or sheriff's office that, in the course of his or her employment, is responsible for collecting, documenting, and preserving physical evidence at crime scenes, testifying in court as an expert witness, and other technical duties, and a nonsworn employee that, in the course of his or her employment, performs a variety of standardized and advanced laboratory procedures in the examination of physical crime evidence, determines their results, and provides expert testimony in court.

6254.25. Nothing in this chapter or any other provision of law shall require the disclosure of a memorandum submitted to a state body or to the legislative body of a local agency by its legal counsel pursuant to subdivision (q) of Section 11126 or Section 54956.9 until the pending litigation has been finally adjudicated or otherwise settled. The memorandum shall be protected by the attorney work-product privilege until the pending litigation has been finally adjudicated or otherwise settled.

6254.26. (a) Notwithstanding any provision of this chapter or other law, the following records regarding alternative investments in which public investment funds invest shall not be subject to disclosure pursuant to this chapter, unless the information has already been publicly released by the keeper of the information:

(1) Due diligence materials that are proprietary to the public investment fund or the alternative investment vehicle.

(2) Quarterly and annual financial statements of alternative investment vehicles.

(3) Meeting materials of alternative investment vehicles.

(4) Records containing information regarding the portfolio positions in which alternative investment funds invest.

(5) Capital call and distribution notices.

(6) Alternative investment agreements and all related documents.

(b) Notwithstanding subdivision (a), the following information contained in records described in subdivision (a) regarding alternative investments in which public investment funds invest shall be subject to disclosure pursuant to this chapter and shall not be

considered a trade secret exempt from disclosure:

- (1) The name, address, and vintage year of each alternative investment vehicle.
- (2) The dollar amount of the commitment made to each alternative investment vehicle by the public investment fund since inception.
- (3) The dollar amount of cash contributions made by the public investment fund to each alternative investment vehicle since inception.
- (4) The dollar amount, on a fiscal yearend basis, of cash distributions received by the public investment fund from each alternative investment vehicle.
- (5) The dollar amount, on a fiscal yearend basis, of cash distributions received by the public investment fund plus remaining value of partnership assets attributable to the public investment fund's investment in each alternative investment vehicle.
- (6) The net internal rate of return of each alternative investment vehicle since inception.
- (7) The investment multiple of each alternative investment vehicle since inception.
- (8) The dollar amount of the total management fees and costs paid on an annual fiscal yearend basis, by the public investment fund to each alternative investment vehicle.
- (9) The dollar amount of cash profit received by public investment funds from each alternative investment vehicle on a fiscal year-end basis.

(c) For purposes of this section, the following definitions shall apply:

- (1) "Alternative investment" means an investment in a private equity fund, venture fund, hedge fund, or absolute return fund.
- (2) "Alternative investment vehicle" means the limited partnership, limited liability company, or similar legal structure through which the public investment fund invests in portfolio companies.
- (3) "Portfolio positions" means individual portfolio investments made by the alternative investment vehicles.
- (4) "Public investment fund" means any public pension or retirement system, and any public endowment or foundation.

6254.27. Nothing in this chapter shall be construed to require the disclosure by a county recorder of any "official record" if a "public record" version of that record is available pursuant to Article 3.5 (commencing with Section 27300) of Chapter 6 of Part 3 of Division 2 of Title 3.

6254.28. Nothing in this chapter shall be construed to require the disclosure by a filing office of any "official record" if a "public record" version of that record is available pursuant to Section 9526.5 of the Commercial Code.

6254.29. (a) It is the intent of the Legislature that, in order to protect against the risk of identity theft, local agencies shall redact social security numbers from records before disclosing them to

the public pursuant to this chapter.

(b) Nothing in this chapter shall be construed to require a local agency to disclose a social security number.

(c) This section shall not apply to records maintained by a county recorder.

6255. (a) The agency shall justify withholding any record by demonstrating that the record in question is exempt under express provisions of this chapter or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

(b) A response to a written request for inspection or copies of public records that includes a determination that the request is denied, in whole or in part, shall be in writing.

6257.5. This chapter does not allow limitations on access to a public record based upon the purpose for which the record is being requested, if the record is otherwise subject to disclosure.

6258. Any person may institute proceedings for injunctive or declarative relief or writ of mandate in any court of competent jurisdiction to enforce his or her right to inspect or to receive a copy of any public record or class of public records under this chapter. The times for responsive pleadings and for hearings in these proceedings shall be set by the judge of the court with the object of securing a decision as to these matters at the earliest possible time.

6259. (a) Whenever it is made to appear by verified petition to the superior court of the county where the records or some part thereof are situated that certain public records are being improperly withheld from a member of the public, the court shall order the officer or person charged with withholding the records to disclose the public record or show cause why he or she should not do so. The court shall decide the case after examining the record in camera, if permitted by subdivision (b) of Section 915 of the Evidence Code, papers filed by the parties and any oral argument and additional evidence as the court may allow.

(b) If the court finds that the public official's decision to refuse disclosure is not justified under Section 6254 or 6255, he or she shall order the public official to make the record public. If the judge determines that the public official was justified in refusing to make the record public, he or she shall return the item to the public official without disclosing its content with an order supporting the decision refusing disclosure.

(c) In an action filed on or after January 1, 1991, an order of the court, either directing disclosure by a public official or supporting the decision of the public official refusing disclosure, is not a final judgment or order within the meaning of Section 904.1

of the Code of Civil Procedure from which an appeal may be taken, but shall be immediately reviewable by petition to the appellate court for the issuance of an extraordinary writ. Upon entry of any order pursuant to this section, a party shall, in order to obtain review of the order, file a petition within 20 days after service upon him or her of a written notice of entry of the order, or within such further time not exceeding an additional 20 days as the trial court may for good cause allow. If the notice is served by mail, the period within which to file the petition shall be increased by five days. A stay of an order or judgment shall not be granted unless the petitioning party demonstrates it will otherwise sustain irreparable damage and probable success on the merits. Any person who fails to obey the order of the court shall be cited to show cause why he or she is not in contempt of court.

(d) The court shall award court costs and reasonable attorney fees to the plaintiff should the plaintiff prevail in litigation filed pursuant to this section. The costs and fees shall be paid by the public agency of which the public official is a member or employee and shall not become a personal liability of the public official. If the court finds that the plaintiff's case is clearly frivolous, it shall award court costs and reasonable attorney fees to the public agency.

6260. The provisions of this chapter shall not be deemed in any manner to affect the status of judicial records as it existed immediately prior to the effective date of this section, nor to affect the rights of litigants, including parties to administrative proceedings, under the laws of discovery of this state, nor to limit or impair any rights of discovery in a criminal case.

6261. Notwithstanding Section 6252, an itemized statement of the total expenditures and disbursement of any agency provided for in Article VI of the California Constitution shall be open for inspection.

6262. The exemption of records of complaints to, or investigations conducted by, any state or local agency for licensing purposes under subdivision (f) of Section 6254 shall not apply when a request for inspection of such records is made by a district attorney.

6263. A state or local agency shall allow an inspection or copying of any public record or class of public records not exempted by this chapter when requested by a district attorney.

6264. The district attorney may petition a court of competent jurisdiction to require a state or local agency to allow him to inspect or receive a copy of any public record or class of public

records not exempted by this chapter when the agency fails or refuses to allow inspection or copying within 10 working days of a request. The court may require a public agency to permit inspection or copying by the district attorney unless the public interest or good cause in withholding such records clearly outweighs the public interest in disclosure.

6265. Disclosure of records to a district attorney under the provisions of this chapter shall effect no change in the status of the records under any other provision of law.

6267. All patron use records of any library which is in whole or in part supported by public funds shall remain confidential and shall not be disclosed by a public agency, or private actor that maintains or stores patron use records on behalf of a public agency, to any person, local agency, or state agency except as follows:

(a) By a person acting within the scope of his or her duties within the administration of the library.

(b) By a person authorized, in writing, by the individual to whom the records pertain, to inspect the records.

(c) By order of the appropriate superior court.

As used in this section, the term "patron use records" includes the following:

(1) Any written or electronic record, that is used to identify the patron, including, but not limited to, a patron's name, address, telephone number, or e-mail address, that a library patron provides in order to become eligible to borrow or use books and other materials.

(2) Any written record or electronic transaction that identifies a patron's borrowing information or use of library information resources, including, but not limited to, database search records, borrowing records, class records, and any other personally identifiable uses of library resources information requests, or inquiries.

This section shall not apply to statistical reports of patron use nor to records of fines collected by the library.

6268. Public records, as defined in Section 6252, in the custody or control of the Governor when he or she leaves office, either voluntarily or involuntarily, shall, as soon as is practical, be transferred to the State Archives. Notwithstanding any other provision of law, the Governor, by written instrument, the terms of which shall be made public, may restrict public access to any of the transferred public records, or any other writings he or she may transfer, which have not already been made accessible to the public. With respect to public records, public access, as otherwise provided for by this chapter, shall not be restricted for a period greater than 50 years or the death of the Governor, whichever is later, nor shall there be any restriction whatsoever with respect to enrolled bill files, press releases, speech files, or writings relating to applications for clemency or extradition in cases which have been

closed for a period of at least 25 years. Subject to any restrictions permitted by this section, the Secretary of State, as custodian of the State Archives, shall make all such public records and other writings available to the public as otherwise provided for in this chapter.

Except as to enrolled bill files, press releases, speech files, or writings relating to applications for clemency or extradition, this section shall not apply to public records or other writings in the direct custody or control of any Governor who held office between 1974 and 1988 at the time of leaving office, except to the extent that that Governor may voluntarily transfer those records or other writings to the State Archives.

Notwithstanding any other provision of law, the public records and other writings of any Governor who held office between 1974 and 1988 may be transferred to any educational or research institution in California provided that with respect to public records, public access, as otherwise provided for by this chapter, shall not be restricted for a period greater than 50 years or the death of the Governor, whichever is later. No records or writings may be transferred pursuant to this paragraph unless the institution receiving them agrees to maintain, and does maintain, the materials according to commonly accepted archival standards. No public records transferred shall be destroyed by that institution without first receiving the written approval of the Secretary of State, as custodian of the State Archives, who may require that the records be placed in the State Archives rather than being destroyed. An institution receiving those records or writings shall allow the Secretary of State, as custodian of the State Archives, to copy, at state expense, and to make available to the public, any and all public records, and inventories, indices, or finding aids relating to those records, which the institution makes available to the public generally. Copies of those records in the custody of the State Archives shall be given the same legal effect as is given to the originals.

6270. (a) Notwithstanding any other provision of law, no state or local agency shall sell, exchange, furnish, or otherwise provide a public record subject to disclosure pursuant to this chapter to a private entity in a manner that prevents a state or local agency from providing the record directly pursuant to this chapter. Nothing in this section requires a state or local agency to use the State Printer to print public records. Nothing in this section prevents the destruction of records pursuant to law.

(b) This section shall not apply to contracts entered into prior to January 1, 1996, between the County of Santa Clara and a private entity for the provision of public records subject to disclosure under this chapter.



## Town of Discovery Bay

<b>Program Area:</b> Board	<b>Policy Name:</b> CA. Public Records Act	<b>Policy Number:</b> B-03
<b>Date Established:</b> December 4, 2013	<b>Date Amended:</b> N/A	<b>Resolution:</b> 2013-23

### **TOWN OF DISCOVERY BAY BOARD POLICY CALIFORNIA PUBLIC RECORDS ACT**

Public records maintained by the Town of Discovery Bay Community Services District are available for inspection by members of the public in accordance with these guidelines and the Public Records Act which is found in California Government Code Section 6250 and following, and attached to this Policy.

#### **MAKING A REQUEST**

Requests may be made in person, by mail or by email. When making a request, it is recommended that requestors provide contact information in order that they may be contacted when their request is filled, or if additional clarification is necessary.

While it is not required, it is recommended that you use the Town of Discovery Bay "Request for Public Records" form, attached to this policy. Any request should contain a reasonably specific and focused description of the desired information. If possible, identify dates, subjects, titles and authors of the records requested. The Public Records Act requires staff to assist you in identifying the records and information that is responsive to your request.

The request should state whether the request is to inspect records or to obtain copies of records.

#### **DIRECT THE REQUEST TO:**

General Manager  
Town of Discovery Bay  
1800 Willow Lake Road  
Discovery Bay, CA 94505

#### **RESPONSE TO REQUEST:**

Within ten days from the date the request is received, the Town will determine whether the request, in whole or in part, seeks copies of disclosable public records in the Town's possession and notify the requester of such information. In certain circumstances, the ten day time limit may be extended for up to an additional fourteen days by written notice to the requestor, setting forth the reason for the time extension.

### DUPLICATION COSTS

Records may be inspected at cost during regular office hours. If the requesting party desires copies of the documents identified meeting the request, the cost is \$.10 per page. The Town receives payment for its services by credit card, check, or by money order. The Town does not accept cash at its District Office. Other forms of payment will not be accepted.

### CONFLICT

In the event of conflict between this Policy and the California Public Records Act, the California Public Records Act shall prevail.

DRAFT



**PUBLIC RECORDS REQUEST FORM**

*This form is not required to submit a request, but assists the District with tracking and responding to your request.*

Please complete in detail & submit to the Board Secretary for processing. Requests for copies of public records may take up to ten (10) days to complete. You will be notified by telephone and/or email when your request is ready for pick up. All public record responses will fully comply and will be subject to the California Public Records Act (Government Code Section 6450 et seq.)

Fees: Ten cents (.10) per letter or legal size page  
Electronic Documents, Maps, other documents & colored copies- prices vary depending on type of media provided (flash drive/media card/CD)

I/ We, the undersigned, hereby request the following documents (or portions thereof) as indicated below:

Description of Document(s) (Please use a second page if necessary):

Original Date of Document or Meeting (if available): \_\_\_\_\_

Page #'s or "ALL": \_\_\_\_\_ # of Copies: \_\_\_\_\_

Requested By: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell or Work: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**Signature** \_\_\_\_\_

**Official Use Only**

Date Due:

Completed By:

Fee Due: \$



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

December 4, 2013

**Prepared By:** Virgil Koehne, Water & Wastewater Manager *RH*  
**Submitted By:** Rick Howard, General Manager

### Agenda Title

Approve and Accept the contract work performed by GSE Construction, Inc., for the construction and completion of the Installation of Belt Press No.3 Project and direct Staff to record "Notice of Completion" with the Contra Costa County Recorder's Office

### Recommended Action

Approve and Accept completion of the Installation of Belt Press No. 3 Project and direct staff to record "Notice of Completion" with the Contra Costa County Recorder's Office and to release the retention 35 days after recordation.

### Executive Summary

The Installation of Belt Press No. 3 Project consisted of the installation of the Belt Press at Wastewater Treatment Plant #2.

The District's Board of Directors awarded the construction of this project on April 17, 2013, for a total bid amount of \$168,052.00. The final retention is in the amount of \$8,042.60; which shall be released to the Contractor thirty-five (35) days after filing the Notice of Completion.

Staff has determined that the work specified in the contract has been completed pursuant to the plans and specifications and recommends acceptance of the work in accordance with the terms and conditions of the contract, including release of retention and performance bonds and recordation of the Notice of Completion.

### Fiscal Impact:

**Amount Requested \$8,042.60**

**Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)**

**Prog/Fund #21-1170-13 Category: Pers. Optg. Cap. -or- CIP# X Fund#**

### Previous Relevant Board Actions for This Item

April 17, 2013 – Approval & Award of Contract for Installation of Belt Press No. 3 Project

### Attachments

Notice of Completion

AGENDA ITEM: F-5

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

TOWN OF DISCOVERY BAY COMMUNITY  
SERVICES DISTRICT  
1800 Willow Lake Road  
Discovery Bay, CA 94505-9376

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner who contracted for the work of improvement hereinafter described.

2. The full name of the undersigned is:

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT,  
a Political Subdivision of the State of California.

3. The full address of the undersigned is:

1800 Willow Lake Road  
Discovery Bay, CA 94505-9376

4. The nature of the title of the undersigned is that of a fee holder.

5. A work of improvement on the property hereinafter described was completed on November 22, 2013.

6. The name of the contractor for such work of improvement is GSE Construction, Inc.

7. The property on which said work of improvement was completed is in the unincorporated portion of the County of Contra Costa, State of California, and is described as follows:

Wastewater Treatment Plant #2 – 17501 Highway 4, Discovery Bay, CA 94505

8. The work of improvement consists generally of:

A. Installation of Belt Press No. 3

RICHARD J. HOWARD, GENERAL MANAGER  
FOR TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT

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State of California                    )  
                                                  )  
County of Contra Costa            )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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# Town of Discovery Bay

*“A Community Services District”*

## AGENDA REPORT

**Meeting Date**

December 4, 2013

**Prepared By:** Rick Howard, General Manager  
**Submitted By:** Rick Howard, General Manager *RH*

**Agenda Title**

Approve and Adopt Resolution 2013-22 continuing Employee Medical and Ancillary Health Benefit Coverage

**Recommended Action**

Adopt Resolution 2013-22 continuing Employee Medical and Ancillary Health Benefit Coverage for those positions authorized pursuant to the adopted Position Schedule.

**Executive Summary**

The Town of Discovery Bay employs 14 authorized Full Time Equivalents (FTE) that perform the day to day functions of the District. The Town offers a comprehensive array of fringe benefits to its employees, including Medical, Dental, and Vision. Presently, the Town does pay a portion of the employee medical coverage, and although the Town offers dental and vision coverage for employees and their families, those costs are at the expense of the employee and are made available through payroll deduction.

Background:

The TODB did not offer health benefits prior to January 1, 2011. At that time, the District contracted with the Special District Risk Management Authority (SDRMA), our insurance carrier and carrier of health care benefits to provide coverage. When first established in 2011, the “employee only” premium for medical coverage was paid by the employer, while the cost of adding additional family members or dental and/or vision are solely the responsibility of the employee.

Monthly premium costs have risen in 2012 and 2013 and will again increase in 2014. As demonstrated in the chart below, the cost per employee to the District has not increased since 2011. By contrast, employee costs have increased \$44.00 monthly in 2012, \$107.00 in 2013, and will increase \$136.00 monthly in 2014.

Contribution Summary Monthly Cost	CY 2011 Single Only Coverage	CY 2012 Single Only Coverage	CY 2013 Single Only Coverage	CY 2014 Single Only Coverage
Cost of Insurance	\$527.00	\$571.00	\$634.00	\$663.00
Monthly Employer Contribution	\$527.00	\$527.00	\$527.00	\$527.00
Monthly Employee Contribution	\$0	\$44.00	\$107.00	\$136.00

Not all employees participate in the medical plan due to the fact that they presently have coverage through other means. Employees who possess proof of other medical insurance may choose to “Opt Out” of this plan. If employees “Opt Out” of the plan, they can choose to add Dental and/or Vision, and the cost of coverage must be paid by the employee through payroll deduction or may be deducted from the \$250.00 monthly contribution (with any remaining dollar amount applied to the Employee’s Deferred Compensation Program account).

“Continued on Page Two”

The following changes to employee benefits are recommended:

**Medical Coverage**

Employee Only:

That the 2014 monthly premium rate of \$663.00, indexed for future years at the Employee Only Premium Rate for the selected medical coverage plan, be paid by the employer. Refer to the attached SDRMA 2014 Coverage and costs catalogue for the 2014 rate schedule.

Employee +1:

That the monthly premium rate of \$994.00, indexed for future years at the Employee Plus 1 Premium Rate for the selected medical coverage plan, be paid by the employer pursuant to the following formula:

The monthly rate is derived by subtracting the difference between Employee +1 monthly premium and Employee Only monthly premium and dividing by 2; then add back the Employer covered rate of \$663. (\$1,325-\$663.00=\$662.00/2=\$331.00+\$663.00=\$994.00). Refer to the attached SDRMA 2014 Coverage and costs catalogue for the 2014 rate schedule.

Employee +2 or More:

Employee +2 or more shall be the same as the Employee +1 rate as noted above. For 2014, the amount shall be \$994.00

**Affordable Care Act Option**

The TODB cover the monthly premium cost, indexed for future years, for employees who choose to obtain insurance through Covered California (Affordable Care Act). This shall be covered up to but shall not exceed the Employee Only monthly rate. For 2014, the rate shall be \$663.00.

**Employer Life Insurance AD&D**

The TODB offer Basic Life and AD&D in the amount of \$20,000.00 per employee.

Employees have the option to add additional supplemental AD&D at their expense via payroll deduction. Employees may also add their spouse and/or qualified domestic partner, and dependent children, also through payroll deduction.

**Certification Incentive Program**

The TODB will provide a Certification Incentive in the amount of \$150.00/year for each qualifying Certification up to a maximum of \$450.00/year/Employee.

This program would provide for qualifying certification that have a direct benefit to the business operation of the employees' primary job functions and must benefit the Town.

The 2014 health plan and premium rate schedule is attached.

**Fiscal Impact:**

**Amount Requested \$** Funds are budgeted as a part of the FY 2013/14 Operating Budget

**Sufficient Budgeted Funds Available?:** Yes

**Prog/Fund #    Category: Pers. XX Optg.    Cap.    -or-    CIP#    Fund#**

**Previous Relevant Board Actions for This Item**

November 17, 2010 Meeting

**Attachments**

Resolution 2013-22; SDRMA Plan description documents; TODBCSD Employee Benefit Description Handout (proposed pending authorization)

**AGENDA ITEM: G-1**



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2013-22**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT,  
CONTINUING EMPLOYEE MEDICAL AND ANCILLARY  
HEALTH BENEFIT COVERAGE**

WHEREAS, for Fiscal Year 2013-14 the Town of Discovery Bay Community Services District employs 14 authorized Full Time Equivalents (FTE), and in the future there may be more or fewer authorized positions that perform the day to day functions of the District; and

WHEREAS, all budgeted and authorized Full Time and Part Time positions are covered by this resolution; and

WHEREAS, the Town offers a comprehensive array of fringe benefits to its employees, including Medical, Dental, and Vision through the Special District Risk Management Authority (SDRMA); and

WHEREAS, the Town does pay a portion of the employee medical coverage, and although the Town offers dental and vision coverage for employees and their families, those costs are at the expense of the employee and are made available through payroll deduction; and

WHEREAS, it is necessary to adjust continuing Employee Medical and Ancillary Health Benefit Coverage for Calendar Year 2014 and thereafter until amended by Board Resolution.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Board continue participation in the SDRMA Health Benefits Program for authorized employees and their dependents and authorize the General Manager to execute any necessary documents to facilitate this action.

SECTION 2. For employees without coverage who choose the "Employee Only" coverage option, that the 2014 monthly premium rate of \$663.00, indexed for future years at the Employee Only Premium Rate for the selected SDRMA medical coverage plan, be paid by the employer.

SECTION 3. For employees without coverage who choose employee and dependent coverage (1 or more), that the 2014 monthly premium rate of \$994.00, indexed for future years at the Employee Plus 1 Premium Rate for the selected SDRMA medical coverage plan, be paid by the employer pursuant to the following formula:

The monthly rate is derived by subtracting the difference between Employee +1 monthly premium and Employee Only monthly premium and dividing by 2; then add back the Employer covered rate of \$663. ( $\$1,325 - \$663 = \$662 / 2 = \$331 + \$663 = \$994$ ). The SDRMA 2014 Coverage and costs catalogue for the 2014 rate schedule shall be the benchmark for this provision.

SECTION 4. Employees may choose to participate in Covered California, pursuant to the Federal Affordable Care Act, and that the 2014 monthly premium rate for individual employees is \$663.00,

indexed for future years, is paid by the employer. The cost shall not exceed the Employee Only SDRMA monthly rate in any given year.

SECTION 5. The TODB offer Basic Life and AD&D in the amount of \$20,000 per employee.

Employees may add additional supplemental AD&D at their expense via payroll deduction. Employees may also add their spouse and/or qualified domestic partner, and dependent children, also through payroll deduction.

SECTION 6. The TODB provides a Certification Incentive in the amount of \$150/year for each qualifying Certification up to a maximum of three certifications per calendar year, not to exceed \$450/year/Employee. Qualifying certifications will be considered if there is a direct benefit to the business operation of the employees' primary job functions and must benefit the Town qualify for consideration.

SECTION 7. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 4<sup>th</sup> DAY OF DECEMBER, 2013.

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Mark Simon  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on December 4, 2013, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Richard J. Howard  
Board Secretary



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Simple Solutions  
2014 HEALTH BENEFITS PROGRAM  
MEDICAL BENEFITS & ANCILLARY COVERAGES

800.537.7790 • WWW.SDRMA.ORG



## SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA)

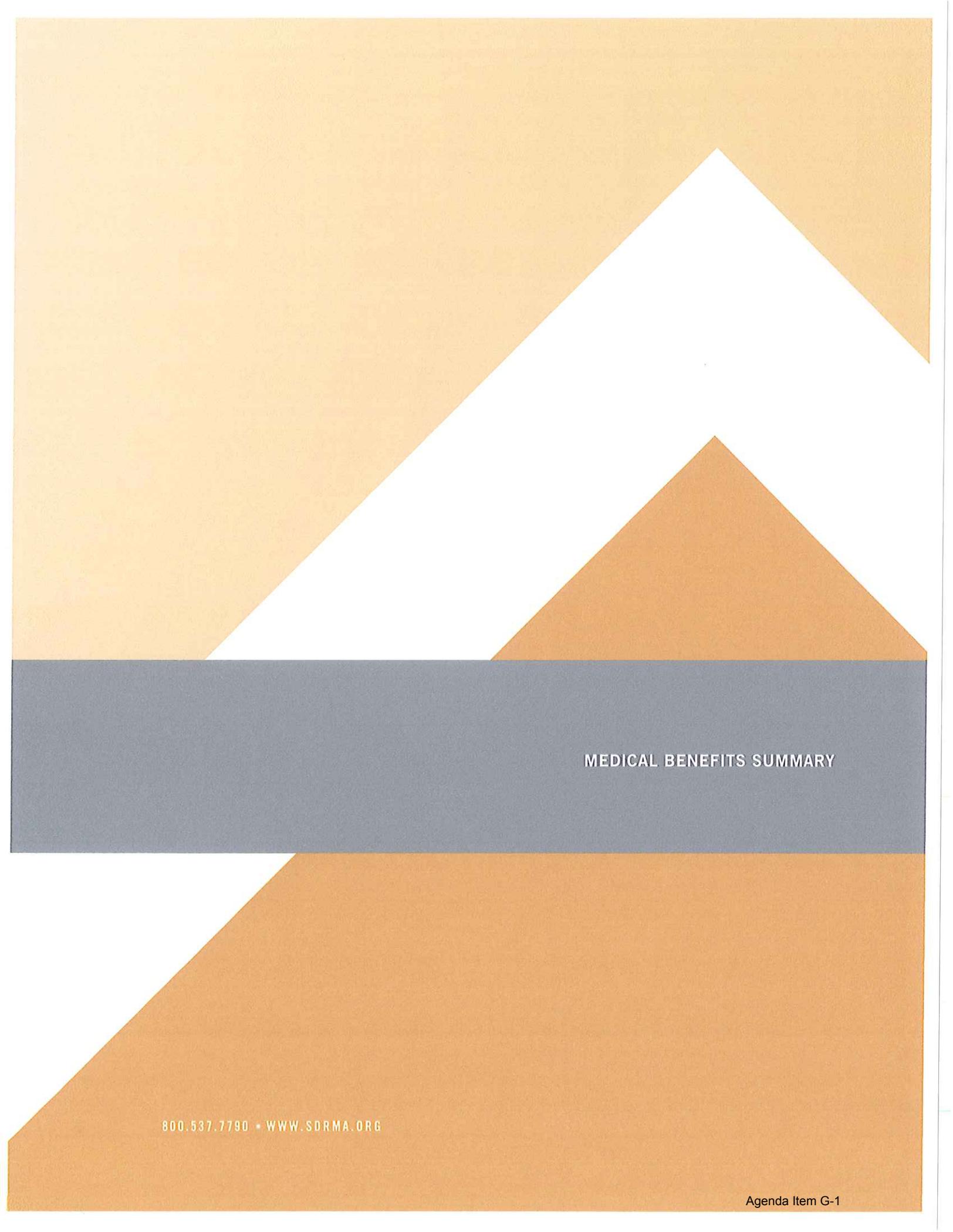
Special District Risk Management Authority (SDRMA) is a not-for-profit public agency formed under California Government Code Section 6500 et seq. to provide a full-service risk management program for California's local governments including property, liability and workers' compensation coverages. In addition, we offer a Health Benefits Program in conjunction with the California State Association of Counties Excess Insurance Authority (CSAC-EIA Health).

The Health Benefits Program consists of Medical Benefits and Ancillary Coverages. Medical Benefits include health plans by Blue Shield and Blue Cross with prescription drug programs provided by Express Scripts. Ancillary Coverages include Delta Dental, VSP Vision, ING Life and Long Term Disability and MHN Employee Assistance Program. Public agencies can select which programs they would like to join subject to underwriting approval.

We realize selecting a health plan for your agency and your employees is just one of the key decisions you are faced with on an on-going basis. This important decision involves not only the cost of various providers and plans, but also access to doctors and hospitals, prescription drug services, and other additional programs and services. The combination of health plans and providers that is right for your agency depends on a variety of factors, such as your preference for a Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO); your premium and out-of-pocket costs; and the need for access to specific doctors and hospitals.

We understand that comparing health plan benefits, features, and costs can be complicated. This booklet provides information that will help simplify your decision making process. Enrollment is easy and only requires a few simple steps.

For more information, please contact us at **800.537.7790**. We are ready to serve you!



MEDICAL BENEFITS SUMMARY

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## MEDICAL BENEFITS SUMMARY

### PLAN SUMMARY - BLUE SHIELD

DEDUCTIBLES/CO-INSURANCE	Gold PPO		Platinum PPO	
Calendar Year Deductible(s) (Individual / Family)	\$500 / \$1,000		\$300 / \$600	
Maximum* Co-Insurance (Individual / Family)	\$1,500 / \$3,000		\$1,000 / \$3,000	
* Co-insurance is the member's responsibility to pay when the plan is paying less than 100% (i.e. plan pays 80%, member pays the other 20%)	Once the member's co-insurance totals the maximum, the plan will pay 100% of the allowable amount for the remainder of the calendar year.		Once the member's co-insurance totals the maximum, the plan will pay 100% of the allowable amount for the remainder of the calendar year.	
Services/Coverages	Participating Providers	Non-Participating Providers	Participating Providers	Non-Participating Providers
Inpatient Hospital Room, Board & Support Services (prior authorization required)	80%	50% up to \$600 per day	90%	50% up to \$600 per day
Ambulatory Surgery Center	80%	50% up to \$350 per day	90%	50% up to \$350 per day
Emergency Room				
Visit Results in Admission as Inpatient	80% - Deductible Applies		90% - Deductible Applies	
Visit Does Not Result in Admission	80% - Deductible Applies, \$100 co-pay		90% - Deductible Applies, \$100 co-pay	
Physician Benefits (office visits)	Deductible Waived \$20 co-pay	50%	Deductible Waived \$20 co-pay	50%
Preventative Care	No Charge	Not Covered	No Charge	Not Covered
Rehabilitation Service (in an office location)	80%	50%	90%	50%
Acupuncture (26 visits per calendar year/ combined with Chiropractic)	80%	80%	90%	90%
Durable Medical Equipment	80%	50%	90%	50%
Prosthetics and Orthotics	80%	50%	90%	50%
Hospice	80%	Not Covered without prior authorization	90%	Not Covered without prior authorization
Ambulance		80%		90%
Home Health Care 100 visits/year (prior authorization required)	80%	Not Covered without prior authorization	90%	Not Covered without prior authorization
Chiropractic Services (26 visits per calendar year/combined with Acupuncture)	80% up to \$50 per visit	50% up to \$25 per visit	90% up to \$50 per visit	50% up to \$25 per visit
Prescription Drugs	Express Scripts		Express Scripts	
(At Participating Pharmacies only)	Generic / Brand / Non-Formulary / Specialty		Generic / Brand / Non-Formulary / Specialty	
Retail - 30 day supply	\$5 / \$30 / \$45 / 30% (max co-pay \$150)		\$5 / \$30 / \$45 / 30% (max co-pay \$150)	
Mail Order - 90 day supply	\$10 / \$75 / \$112.50 / 30% (max co-pay \$300)		\$10 / \$75 / \$112.50 / 30% (max co-pay \$300)	
Brand / Non-Formulary / Specialty Deductible (Individual / Family)	None		None	

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

**PLAN SUMMARY - BLUE SHIELD**

Silver PPO		EPO	HDHP 10% and (20%)	
\$2,000 / \$4,000		\$300 / \$600	\$1,250 / \$2,500 (\$3,000 / \$6,000)	
\$3,000 / \$6,000		\$1,000 / \$2,000	\$5,000 / \$10,000 (\$5,950 / \$11,900)	
Once the member's co-insurance totals the maximum, the plan will pay 100% of the allowable amount for the remainder of the calendar year.		Once the member's co-insurance totals the maximum, the plan will pay 100% of the allowable amount for the remainder of the calendar year.	Once the member's co-insurance totals the maximum, the plan will pay 100% of the allowable amount for the remainder of the calendar year.	
Participating Providers	Non-Participating Providers	Participating Providers	Participating Providers	Non-Participating Providers
80%	50% up to \$600 per day	No Charge after Deductible	90% (80%)	50% up to \$600 per day
80%	50% up to \$350 per day	No Charge after Deductible	90% (80%)	50% up to \$350 per day
80% - Deductible Applies		No Charge after Deductible	90% (80%) - Deductible Applies	
80% - Deductible Applies, \$100 co-pay		Deductible Applies, \$100 co-pay	90% (80%) - Deductible Applies, \$100 co-pay	
Deductible Waived \$30 co-pay	50%	Deductible Waived - \$30 co-pay	90% (80%)	50%
No Charge	Not Covered	No Charge	No Charge	Not Covered
80%	50%	\$30 co-pay	90% (80%) up to \$25 per visit	50% up to \$25 per visit
80%	80%	\$30 co-pay After Deductible Met, Deductible Applies	90% (80%) up \$30 per visit	
80%	50%	80%	90% (80%)	50%
80%	50%	80%	90% (80%)	50%
80%	Not Covered without prior authorization	No Charge	90% (80%)	Not Covered without prior authorization
80%		\$50	90% (80%)	
80%	Not Covered without prior authorization	\$30 co-pay (100 visits/year)	90% (80%)	Not Covered without prior authorization
80% up to \$50 per visit	50% up to \$25 per visit	\$30 co-pay After Deductible Met Deductible Applies	90% (80%) up \$25 per visit	50% up \$25 per visit
Express Scripts	Express Scripts	Express Scripts	Blue Shield	Blue Shield
Generic / Brand / Non-Formulary / Specialty	Generic / Brand / Non-Formulary / Specialty	Generic / Brand / Non-Formulary / Specialty	Generic / Brand / Specialty	Generic / Brand
\$10 / \$20 / \$45 / 30% (max co-pay \$150)	\$10 / \$20 / \$45 / 30% (max co-pay \$150)	\$10 / \$20 / \$45 / 30% (max co-pay \$150)	\$7 / \$25 / Not Covered	\$7 / \$25
\$20 / \$40 / \$90 / 30% (max co-pay \$300)	\$15 / \$50 / \$112.50 / 30% (max co-pay \$150)	\$15 / \$50 / \$112.50 / 30% (max co-pay \$150)	\$14 / \$60 / 30% (max co-pay \$150)	Not Covered
\$200 / \$500	\$200	\$200	Subject to Deductible	

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.



PLAN SUMMARY - BLUE SHIELD

DEDUCTIBLES/CO-INSURANCE	Access+ HMO 15	Access+ HMO 20
Calendar Year Deductible(s) (Individual / Family)	None	None
Maximum* Co-Insurance (Individual / Family)	\$1,500 / \$3,000	\$1,500 / \$3,000
*Co-insurance is the member's responsibility to pay when the plan is paying less than 100% (i.e. plan pays 80%, member pays the other 20%)	Once the member's co-insurance totals the maximum, the plan will pay 100% of the allowable amount for the remainder of the calendar year.	Once the member's co-insurance totals the maximum, the plan will pay 100% of the allowable amount for the remainder of the calendar year.
Services/Coverages	Participating Providers	Participating Providers
Inpatient Hospital Room, Board & Support Services (prior authorization required)	No Charge	\$250 / Admit
Non Emergency Outpatient Services: Ambulatory Surgery Center Hospital Facility Outpatient Treatment	No Charge	\$100 / Surgery \$150 / Surgery No Charge
Emergency Room		
Visit Results in Admission as Inpatient	No Charge	No Charge
Visit Does Not Result in Admission	\$50 co-pay	\$100 co-pay
Preventative Care	No Charge	No Charge
Office Visits	\$15 co-pay	\$20 co-pay
<small>Note: A woman may self-refer to an OB/GYN or family practice physician in her personal physician's medical group or IPA for OB/GYN services.</small>		
Rehabilitation Service (in a office location)	\$15 co-pay	\$20 co-pay
Durable Medical Equipment	80%	80%
Prosthetics and Orthotics	No Charge	No Charge
Hospice	No Charge	Routine Home Care and Inpatient Respite Care - No Charge 24 Hour Continuous Home Care and General Inpatient Care - \$150 / day
Ambulance	\$50 co-pay	\$100 co-pay
Home Health Care (prior authorization required)	\$15 co-pay (100 per year)	\$20 co-pay (100 per year)
Chiropractic Services (combined with Acupuncture)	\$10 co-pay (30 visits per year)	\$10 co-pay (30 visits per year)
Acupuncture (combined with Chiropractic)	\$10 co-pay (30 visits per year)	\$10 co-pay (30 visits per year)
Prescription Drugs	Express Scripts	Express Scripts
(At Participating Pharmacies only)	Generic / Brand / Non-Formulary / Specialty	Generic / Brand / Non-Formulary / Specialty
Retail - 30 day supply	\$5 / \$10 / \$25 / 20% (max co-pay \$100)	\$10 / \$25 / Not Covered / 20% (max co-pay \$100)
Mail Order - 90 day supply	\$10 / \$20 / \$50 / 20% (max co-pay \$100)	\$20 / \$50 / Not Covered / 20% (max co-pay \$100)
Brand Deductible (Individual / Family)	None	None

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

**MEDICAL BENEFIT RATES FOR 2014 - GUARANTEED UNTIL JANUARY 1, 2015**

**AREA I - Northern CA:  
Bay Area**

Alameda, Amador, Contra Costa, Marin, Napa, Nevada, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Sutter, Yolo, Yuba

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$663.00	\$1,324.98	\$1,722.78
Platinum PPO	\$725.22	\$1,450.44	\$1,885.98
Silver PPO	\$475.32	\$952.68	\$1,237.26
EPO	\$796.62	\$1,594.26	\$2,071.62
HDHP 10%	\$536.52	\$1,074.06	\$1,395.36
HDHP 20%	\$462.06	\$923.10	\$1,200.54
Access+ HMO 15	\$889.44	\$1,778.88	\$2,313.36
Access+ HMO 20	\$827.22	\$1,655.46	\$2,152.20

**AREA II - Northern CA:  
Other Counties**

Alpine, Butte, Calaveras, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Plumas, San Benito, Shasta, Sierra, Siskiyou, Stanislaus, Tehama, Trinity, Tuolumne

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$628.32	\$1,256.64	\$1,632.00
Platinum PPO	\$687.48	\$1,374.96	\$1,787.04
Silver PPO	\$450.84	\$902.70	\$1,171.98
EPO	\$769.08	\$1,539.18	\$2,001.24
HDHP 10%	\$530.40	\$1,061.82	\$1,380.06
HDHP 20%	\$438.60	\$875.16	\$1,138.32
Access+ HMO 15	\$871.08	\$1,742.16	\$2,264.40
Access+ HMO 20	\$810.90	\$1,620.78	\$2,106.30

**AREA III - Southern CA:  
Los Angeles Area**

Los Angeles, San Bernardino, Ventura

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$587.52	\$1,176.06	\$1,530.00
Platinum PPO	\$643.62	\$1,287.24	\$1,673.82
Silver PPO	\$423.30	\$845.58	\$1,099.56
EPO	\$687.48	\$1,374.96	\$1,787.04
HDHP 10%	\$497.76	\$994.50	\$1,292.34
HDHP 20%	\$410.04	\$819.06	\$1,064.88
Access+ HMO 15	\$630.36	\$1,262.76	\$1,642.20
Access+ HMO 20	\$586.50	\$1,175.04	\$1,525.92

**AREA IV - Southern CA:  
Other Counties**

Fresno, Imperial, Inyo, Kern, Kings, Madera, Riverside, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$600.78	\$1,201.56	\$1,562.64
Platinum PPO	\$660.96	\$1,320.90	\$1,717.68
Silver PPO	\$431.46	\$862.92	\$1,122.00
EPO	\$702.78	\$1,404.54	\$1,826.82
HDHP 10%	\$507.96	\$1,014.90	\$1,318.86
HDHP 20%	\$419.22	\$837.42	\$1,088.34
Access+ HMO 15	\$721.14	\$1,444.32	\$1,876.80
Access+ HMO 20	\$670.14	\$1,342.32	\$1,745.22

Rates shown are for active and retired employees, and public officials. COBRA rates are charged at 102% of the active rates as shown above.

**MEDICAL BENEFIT RATES FOR 2014 - GUARANTEED UNTIL JANUARY 1, 2015**

**AREA V - Out of State**

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$688.50	\$1,375.98	\$1,789.08
Platinum PPO	\$752.76	\$1,506.54	\$1,958.40
Silver PPO	\$494.70	\$989.40	\$1,286.22
EPO	\$805.80	\$1,609.56	\$2,093.04
HDHP 10%	\$583.44	\$1,165.86	\$1,515.72
HDHP 20%	\$479.40	\$958.80	\$1,246.44
Access+ HMO 15	N/A	N/A	N/A
Access+ HMO 20	N/A	N/A	N/A

**AREA VI - Northern CA:  
Sacramento**

El Dorado, Placer,  
Sacramento

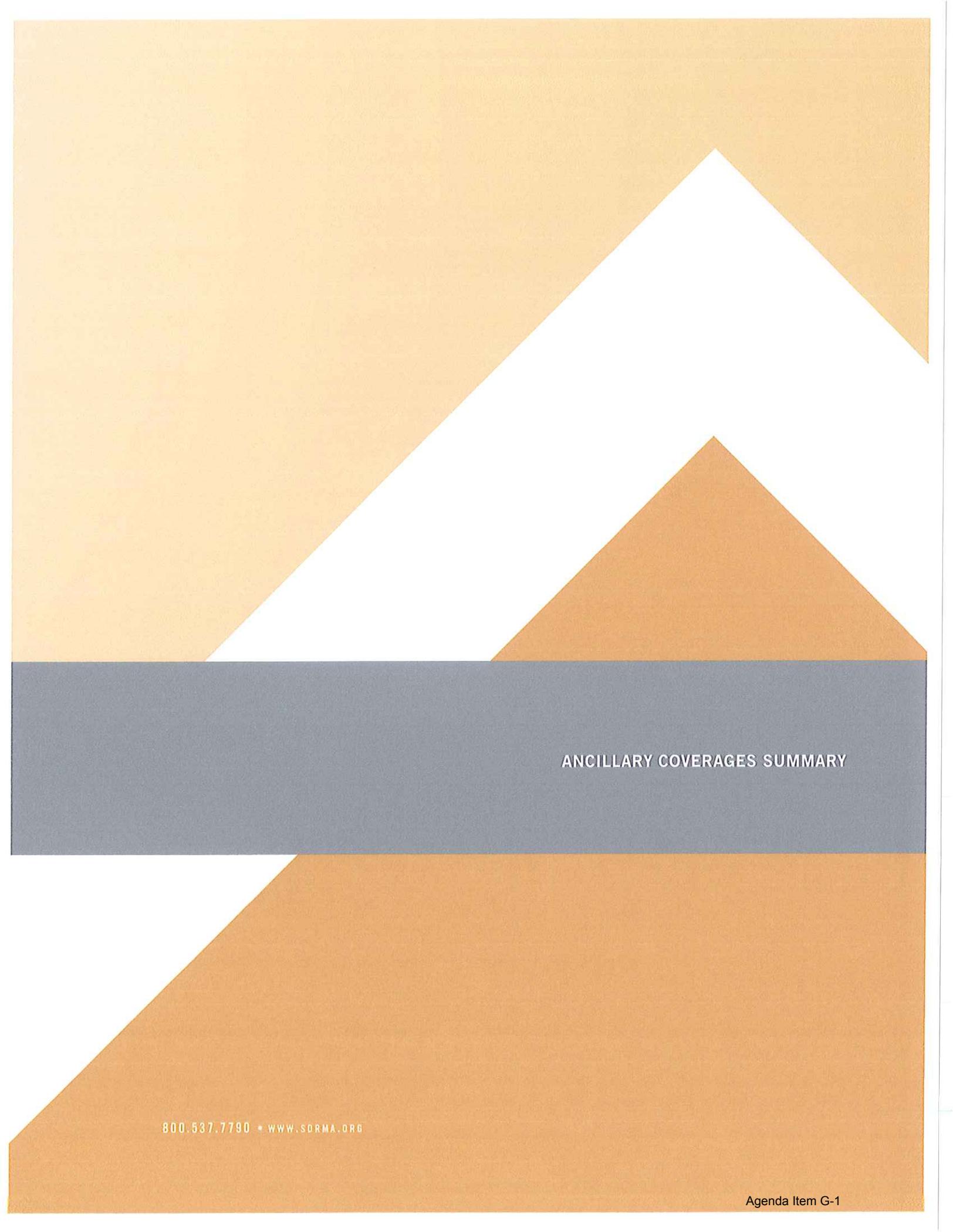
PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$644.64	\$1,289.28	\$1,675.86
Platinum PPO	\$705.84	\$1,409.64	\$1,833.96
Silver PPO	\$466.14	\$931.26	\$1,210.74
EPO	\$753.78	\$1,507.56	\$1,958.40
HDHP 10%	\$547.74	\$1,095.48	\$1,423.92
HDHP 20%	\$451.86	\$902.70	\$1,174.02
Access+ HMO 15	\$800.70	\$1,602.42	\$2,083.86
Access+ HMO 20	\$744.60	\$1,490.22	\$1,938.00

Rates shown are for active and retired employees, and public officials. COBRA rates are charged at 102% of the active rates as shown above.

**MEDICARE SUPPLEMENTAL COVERAGES ONLY**

Medicare Supplemental Plans are designed specifically for members enrolled in the SDRMA health benefits program who are also enrolled in Parts A (hospital insurance) and B (medical insurance) of Medicare. This plan is designed to help defray some of the costs for those members enrolled in Medicare, such as Medicare deductibles, co-pays and other additional costs. The rates shown in the table provide a number of cost options depending on the coverage needs of an employee and their dependent(s). Each option includes additional rates for those members who need rates appropriate for a variety of combinations where one or two members of a household have Medicare and others do not. To enroll in Medicare you must be at least age 65 or older. These rates are the same for out of state +65 members as well. SDRMA Medical Benefits Program coverages remain the same whether Medicare Supplemental Coverages are Primary or Secondary.

	Gold PPO	Platinum PPO	Silver PPO	EPO	HDHP 10%	HDHP 20%
Retiree with Medicare	\$483.48	\$529.38	\$346.80	\$581.40	\$408.00	\$336.60
Retiree + Dependent 1 with Medicare	\$1,127.10	\$1,234.20	\$808.86	\$1,355.58	\$951.66	\$784.38
Retiree + Dependent both with Medicare	\$965.94	\$1,058.76	\$694.62	\$1,163.82	\$812.94	\$674.22
Retiree + Family, 1/Medicare	\$1,769.70	\$1,938.00	\$1,271.94	\$2,129.76	\$1,496.34	\$1,234.20
Retiree + Family, 2/Medicare	\$1,512.66	\$1,656.48	\$1,086.30	\$1,819.68	\$1,278.06	\$1,053.66
Retiree + Family, all Medicare	\$1,256.64	\$1,377.00	\$902.70	\$1,511.64	\$1,059.78	\$875.16



ANCILLARY COVERAGES SUMMARY

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## ANCILLARY COVERAGES SUMMARY

DELTA DENTAL PPO - RATES GUARANTEED UNTIL JANUARY 1, 2015

DENTAL BENEFITS	Low Plan	
	PPO	Non-PPO
Calendar Year Maximum	\$1,000	\$750
	(Per patient per calendar year)	
Calendar Year Deductible Individual / Family	\$50 / \$150 (Waived for Preventive)	
Age Limitations	Dependents to Age 26	
Diagnostic and Preventive	100%	100%
Oral Exam		
Routine Cleaning		
X-Rays		
Fluoride Treatment		
Space Maintainers		
Specialist Consultations		
Basic Services	80%	80%
Fillings		
Endodontics (Root Canal)		
Periodontics (Gum Treatment)		
Tissue Removal (Biopsy)		
Extractions & Other Oral Surgery		
Sealants		
Major Services	50%	50%
Crown Repair		
Inlays, Onlays		
Cast Restorations		
Bridges		
Partial and Full Dentures		
Orthodontics	Not Covered	
Eligible for Benefit	Not Covered	
Lifetime Maximum	Not Covered	
 (Employer Contributes 51-100% of dependent cost):		
Rates		
Employee Only		\$32.54
Employee + 1 Dependent		\$55.90
Employee + 2 or More Dependents		\$90.37
 (Employer Contributes 0-50% of dependent cost):		
Rates		
Employee Only		\$32.54
Employee + 1 Dependent		\$59.47
Employee + 2 or More Dependents		\$98.94

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

**DELTA DENTAL PPO - RATES GUARANTEED UNTIL JANUARY 1, 2015**

Medium Plan		High Plan	
PPO	Non-PPO	PPO	Non-PPO
\$1,500	\$1,250	\$2,000	\$1,500
(Per patient per calendar year)		(Per patient per calendar year)	
\$50 / \$150 (Waived for Preventive)		\$50 / \$150 (Waived for Preventive)	
Dependents to Age 26		Dependents to Age 26	
100%	100%	100%	100%
80%	80%	80%	80%
60%	60%	80%	80%
50%	50%	50%	50%
Child & Adult \$500		Child & Adult \$1,000	
(Employer Contributes 51-100% of dependent cost):			
\$44.68		\$57.53	
\$75.79		\$96.59	
\$119.03		\$146.98	
(Employer Contributes 0-50% of dependent cost):			
\$44.68		\$57.53	
\$80.48		\$102.51	
\$130.15		\$160.85	

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.



VSP VISION - RATES GUARANTEED UNTIL JANUARY 1, 2015

Vision Benefits	Option 1 - Plan A		Option 2 - Plan B	
	In-Network	Non-Network	In-Network	Non-Network
Copay	\$25 for Exam and/or Materials		\$25 for Exam and/or Materials	
Exam	Covered after Copay	Plan pays up to: \$50	Covered after Copay	Plan pays up to: \$50
Lenses				
Single	Covered after Copay	\$50	Covered after Copay	\$50
Bifocal	Covered after Copay	\$75	Covered after Copay	\$75
Trifocal	Covered after Copay	\$100	Covered after Copay	\$100
Frames	\$130 Allowance 20% off amount over allowance	\$70	\$130 Allowance 20% off amount over allowance	\$70
Contact Lenses - Elective	\$130 Allowance	\$105	\$130 Allowance	\$105
Contact Lenses - Medically Necessary	Covered after Copay	\$210	Covered after Copay	\$210
Contact Lenses - Fitting Fee (exam)	Not to exceed \$60		Not to exceed \$60	
Frequency of Services				
Eye Examination	12 months		12 months	
Lenses	24 months		12 months	
Frames	24 months		24 months	
Contact Lenses <sup>1</sup>	24 months		12 months	
Rates				
Employee Only	\$6.53		\$7.55	
Employee + 1 Dependent	\$12.65		\$14.69	
Employee + 2 or More Dependents	\$19.99		\$23.26	

\* Entities must contribute a minimum of 100% of the cost for active employees only and must have at least 75% of eligible employees enrolled to participate.

<sup>1</sup> Contact lenses are in lieu of spectacle lenses and frames

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

VSP VISION - RATES GUARANTEED UNTIL JANUARY 1, 2015

Option 3 - Plan B		Option 4 - Plan C		Option 5 - Plan C	
In-Network	Non-Network	In-Network	Non-Network	In-Network	Non-Network
\$15 for Exam and/or Materials		\$25 for Exam and/or Materials		\$0 for Exam and/or Materials	
Covered after Copay	Plan pays up to: \$50	Covered after Copay	Plan pays up to: \$50	Covered after Copay	Plan pays up to: \$50
Covered after Copay	\$50	Covered after Copay	\$50	\$0	\$50
Covered after Copay	\$75	Covered after Copay	\$75	\$0	\$75
Covered after Copay	\$100	Covered after Copay	\$100	\$0	\$100
\$130 Allowance 20% off amount over allowance	\$70	\$130 Allowance 20% off amount over allowance	\$70	\$130 Allowance 20% off amount over allowance	\$70
\$130 Allowance	\$105	\$130 Allowance	\$105	\$130 Allowance	\$105
Covered after Copay	\$210	Covered after Copay	\$210	No Copay	\$210
Not to exceed \$60		Not to exceed \$60		Not to exceed \$60	
12 months		12 months		12 months	
12 months		12 months		12 months	
24 months		12 months		12 months	
12 months		12 months		12 months	
\$7.96		\$10.81		\$17.24	
\$15.30		\$21.22		\$33.86	
\$24.38		\$33.76		\$54.26	

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.



**ING BASIC LIFE AND AD&D (ACCIDENTAL DEATH & DISMEMBERMENT) - RATES GUARANTEED UNTIL JULY 1, 2014**

For Groups with 10(+) lives Basic Life and AD&D Benefits		For Groups with less than 10 lives Basic Life and AD&D Benefits													
Eligibility:	All Eligible Employees working at least 24 hrs/wk	Eligibility:	All Eligible Employees working at least 24 hrs/wk												
Life Benefits:	Groups must elect a flat amount of: \$10,000-\$100,000 in \$10,000 increments Basic life benefits have to be defined by class of employee; i.e. City manager, confidential employees, etc. or All employees as one class or 1x Annual Salary or 2x Annual Salary	Life Benefits:	Groups must elect a flat amount of: \$10,000-\$100,000 in \$10,000 increments Basic life benefits have to be defined by class of employee; i.e. City manager, confidential employees, etc. or All employees as one class or 1x Annual Salary or 2x Annual Salary												
AD&D Benefits:	Same as Life	AD&D Benefits:	Same as Life												
Guaranteed Issue Amount	\$100,000	Guaranteed Issue Amount	\$100,000												
Benefit Reduction Formula	<table border="1"> <thead> <tr> <th>Age</th> <th>% of Original Benefit</th> </tr> </thead> <tbody> <tr> <td>65</td> <td>65%</td> </tr> <tr> <td>70</td> <td>50%</td> </tr> </tbody> </table>	Age	% of Original Benefit	65	65%	70	50%	Benefit Reduction Formula	<table border="1"> <thead> <tr> <th>Age</th> <th>% of Original Benefit</th> </tr> </thead> <tbody> <tr> <td>65</td> <td>65%</td> </tr> <tr> <td>70</td> <td>50%</td> </tr> </tbody> </table>	Age	% of Original Benefit	65	65%	70	50%
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65	65%														
70	50%														
Accelerated Death Benefit	50% of Life Benefits if less than 6 Month Life Expectancy	Accelerated Death Benefit	50% of Life Benefits if less than 6 Month Life Expectancy												
Waiver of Premium	Included	Waiver of Premium	Included												
Seat Belt Benefit (AD&D)	Included	Seat Belt Benefit (AD&D)	Included												
Rate per \$1,000	\$0.29	Basic Life Rate per \$1,000: Under Age 30	\$0.22												
		Basic Life Rate per \$1,000: Age 30-39	\$0.28												
		Basic Life Rate per \$1,000: Age 40-49	\$0.39												
		Basic Life Rate per \$1,000: Over Age 49	\$0.54												
Sample for 10+ lives \$100,000 of life insurance: \$29.00 (\$100,000 ÷ \$1,000 x \$0.29)															

\* Entities must contribute a minimum of 100% of the cost for active employees only.

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

Supplemental Life Benefits\*

Eligibility	All Eligible Employees working at least 24 hrs/wk	
<b>Employee Benefit</b>		
Minimum	\$20,000	
Maximum	\$250,000	
Increments of:	\$10,000	
Guaranteed Issue Amount	Under Age 60: \$100,000 Age 60 and Over: \$50,000	
<b>Spouse Benefit</b>		
Not to Exceed 50% of Employee's Supplemental Life Benefit		
Minimum	\$20,000	
Maximum	\$125,000	
Increments of:	\$5,000	
Guaranteed Issue Amount	\$25,000	
<b>Dependent Child(ren) Benefit</b>		
Minimum	\$5,000	
Maximum	\$10,000	
Increments of:	\$5,000	
Guaranteed Issue Amount	\$10,000	
Benefit Duration	Age	% of Original Benefit
	65	65%
	70	50%
Waiver of Premium	Included	
Portability	Included	
Rates		
Rates per \$1,000	Employee Rate (AD&D)	Spouse Rate (1) (2) (No AD&D)
Under Age 25	\$0.12	\$0.07
Age 25-29	\$0.12	\$0.07
Age 30-34	\$0.15	\$0.10
Age 35-39	\$0.17	\$0.12
Age 40-44	\$0.22	\$0.17
Age 45-49	\$0.30	\$0.26
Age 50-54	\$0.48	\$0.44
Age 55-59	\$0.78	\$0.73
Age 60-64	\$1.17	\$1.12
Age 65-69	\$2.19	\$2.14
Over Age 70	\$3.51	\$3.47
Dependent Child Rate per \$1,000	\$0.20	\$0.20

(1) The age of the employee is used when calculating the premium for Supplemental Life for the spouse.

(2) The spouse or dependents can only enroll in Supplemental Life if the employee is enrolled in Supplemental Life.

\* Supplemental Life is only available if the Entity is enrolled in ING Basic Life and AD&D.

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.



**LONG TERM DISABILITY - RATES GUARANTEED UNTIL JULY 1, 2014**

For Groups with 10(+) lives		
Long Term Disability Benefits	Option 1	Option 2
Eligibility:	All Eligible Employees working at least 24 hrs/wk	All Eligible Employees working at least 24 hrs/wk
Elimination Period	90 Days (1)	180 Days (2)
Monthly Benefit Percentage	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Own Occupation Definition	24 Months	24 Months
Disability Earnings Test	80%	80%
Definition of Disability	Earnings & Occupation	Earnings & Occupation
Recurrent Disabilities	6 Months	6 Months
Mental Health/Substance Abuse Limitations	24 Months	24 Months
Maximum Benefit Duration	To Age 65 or SSNRA	To Age 65 or SSNRA
Pre-Existing Condition	3/12	3/12
Annual Salary	Option 1 – 90 days	Option 2 – 180 days
Rate per \$100	\$0.50	\$0.37

Sample for Annual Salary of \$50,000, 10+ lives, option 1:  
 $\$20.83 (\$50,000 \div \$100 \div 12 \times \$0.50)$

- (1) Benefit begins after 90 days
- (2) Benefit begins after 180 days

**Definitions:**

*Elimination period – Benefits begin the day after the elimination period ends.*

*Own occupation – Employee's disability will be evaluated on their ability to perform their own occupations to a certain degree.*

*Recurrent disabilities – Refers to the instance where an employee recovers temporarily from a disability and returns to work, but then the disability resurfaces. If the disability resurfaces within a set time frame, the elimination period does not have to be satisfied again.*

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

ING LONG TERM DISABILITY - RATES GUARANTEED UNTIL JULY 1, 2014

For Groups with less than 10 lives

Long Term Disability Benefits	Option 1	Option 2
Eligibility:	All Eligible Employees working at least 24 hrs/wk	All Eligible Employees working at least 24 hrs/wk
Elimination Period	90 Days (1)	180 Days (2)
Monthly Benefit Percentage	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Own Occupation Definition	24 Months	24 Months
Disability Earnings Test	80%	80%
Definition of Disability	Earnings & Occupation	Earnings & Occupation
Recurrent Disabilities	6 Months	6 Months
Mental Health/Substance Abuse Limitations	24 Months	24 Months
Maximum Benefit Duration	To Age 65 or SSNRA	To Age 65 or SSNRA
Pre-Existing Condition	3/12	3/12
Annual Salary	Option 1 – 90 days	Option 2 – 180 days
Rate per \$100: Under age 25	\$0.13	\$0.11
Rate per \$100: Age 25-29	\$0.18	\$0.13
Rate per \$100: Age 30-34	\$0.23	\$0.17
Rate per \$100: Age 35-39	\$0.30	\$0.22
Rate per \$100: Age 40-44	\$0.38	\$0.29
Rate per \$100: Age 45-49	\$0.50	\$0.37
Rate per \$100: Age 50-54	\$0.65	\$0.49
Rate per \$100: Age 55-59	\$0.85	\$0.64
Rate per \$100: Over age 60	\$1.11	\$0.83

(1) Benefit begins after 90 days

(2) Benefit begins after 180 days

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.



MHN EMPLOYEE ASSISTANCE PROGRAM - RATES GUARANTEED UNTIL JULY 1, 2015

Employee Assistance Program	
Number of Sessions	3 Sessions per incident per member
Frequency	No limit in frequency of telephone/web-video Counseling/Consultation Sessions
Employee Services	Telephonic Counseling & Referral for Counselling Sessions
Work Life	Life Management Services
Legal	Legal Referral Service – Up to 30 minutes/session & 25% rate reduction off hourly fee
Dependent Care	Child & Elder Care Referral Service
Financial	Financial Consultations to include Pre-retirement and tax consultations
• Education Referrals	Education and Schooling Referrals
Concierge	Daily Living Services
Employer Services	
Brown Bag Seminars	10 hours/year/member group
CISD – Critical Incident Stress Debriefing	20 hours per incident/member group
Management Consultations	Unlimited
Management Training	Unlimited
On-site Orientation	No Limits
Reports	Annual Utilization reports
Newsletter and Collateral Materials	Yes, No Charge
Internet Service	members.mhn.com
EAP Rate – Per Employee Per Month	\$2.97

THIS SUMMARY IS INTENDED TO COMPARE COVERAGE BENEFITS ONLY. THE ACTUAL PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

## HEALTH BENEFITS PROGRAM ELIGIBILITY REQUIREMENTS

1. Entity must be a public agency formed under California law.
2. Entity must have a minimum of two full-time active employees to join. An active full-time employee is an employee who is eligible for enrollment in employee sponsored benefits paid for by the Entity. Part-time employees may be considered active employees only if they are currently part of the benefit eligible population and work a minimum of twenty hours weekly.
3. Active Employees:  
*Medical Benefits* - Entity must contribute a minimum of 75% of the cost for active employees.  
*Ancillary Coverages* - Entity must contribute a minimum of 100% of the cost for active employees.
4. Dependents:  
*Medical Benefits* - If the Entity offers coverage to dependents, it is recommended the Entity contribute a minimum of 50% of the cost for dependents.  
*Ancillary Coverages* - If the Entity offers coverage to dependents, it is recommended the Entity contribute a minimum of 50% of the cost for dependents.
5. Retirees:  
*Medical Benefits* - Entity may offer coverage to retirees only if they are currently being covered by the Entity.  
*Ancillary Coverages* - Retirees only eligible for Dental and Vision.
6. Public Officials:  
Entity may offer coverage to public officials (board members, etc) only if they are currently being covered and Entity's enabling act, plans and policies allow it. Entity is required to cover 100% of the cost for public officials when covering their medical benefits/ancillary coverages. Participation for public officials is limited to their term of office.
7. Entity must have at least 75% of eligible employees (and public officials if they are offered coverage by the Entity) enrolled in order to participate. Public Officials, retirees and dependents may not be covered unless active employees are covered.
8. Premiums are based on a full month and will begin the first day of the month following notification of enrollment. There are no partial months or prorated premiums. Each Entity can establish the waiting period for medical benefits/ancillary coverages to become effective.
9. The maximum dependent child age is 26. Disabled dependent children are not subject to the dependent age restrictions; however, a verification form will be required certifying the disability.
10. Each prospective new Entity must complete and submit the SDRMA Interest Forms including a large claimant disclosure form (Medical Benefits only) detailing any knowledge of and information pertaining to large and/or ongoing claims. Each Entity is subject to underwriting review and may or may not be accepted for coverage. The underwriting process may take up to two weeks for completion.
11. Entity's governing body must approve a resolution authorizing participation in SDRMA's health benefits program and execute the Memorandum of Understanding (MOU).
12. Once an Entity is approved by the underwriter and has submitted all required documentation to join the program including the MOU and resolution, the participants should receive their medical identification cards within three weeks.
13. *Medical Benefits* - Not all Plans will be offered and available to Entities joining the medical benefits program. The Access+ HMO 15 and 20 Plans are not available in all areas. Please check with SDRMA at the time you are submitting your request for underwriting approval to see if the HMO plans are available in your area. Entities selecting one of the medical benefits program HDHP High Deductible Plans (HSA Compatible) are responsible for adhering to IRS rules and regulations and maintenance of the HSA account. SDRMA does not provide this service but can provide contact information for a financial institution that is currently offers this type of service.
14. *Ancillary Coverages* - Entity will choose the particular dental and/or vision plan option to offer its employees. The employees are only allowed to enroll in that particular plan. If Entity is currently enrolled in Delta Dental, it will not be able to participate in the dental coverage of our ancillary coverage program - this is a Delta Dental limitation. This is also the same for current VSP and ING coverage groups.



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

800.537.7790 • WWW.SDRMA.ORG

1112 I Street, Suite 300  
Sacramento, CA 95814-2865  
T 916.231.4141  
T 800.537.7790  
F 916.231.4111

**Town of Discovery Bay Authorized benefits for 2014 and agreed upon changes to existing premium schedule:**

<b>SDRMA 2014/Gold PPO</b>	<b>Blue Shield</b>
Employee	\$663
Employee +1	\$1,325
Employee/Family	\$1,723

**Medical Coverage**

For Single employees:

**The TODB cover the monthly premium cost, indexed for future years, for 2014 - \$663.**

For Employee +1:

**The TODB cover the monthly premium cost, indexed for future years, for 2014 - \$994.**

This figure was derived by subtracting the difference between Employee +1 and Employee, and dividing by 2 and adding the Employer covered rate of \$663.  $(\$1,325 - \$663 = \$662 / 2 = \$331 + \$663 = \$994)$

For Employee +2 or More:

**The TODB cover the monthly premium cost, indexed for future years, at the employee +1 rate - \$994.**

**Medical Coverage Opt Out Option Incentive**

**The TODB will contribute \$250 to employees who can provide proof of other insurance coverage and deposited into the employees 457(b) plan.**

Employees may choose to purchase dental and/or vision from that amount, reducing the amount contributed to their individual 457(b) plan.

**Employer Life Insurance AD&D**

**The TODB will offer Basic Life and AD&D in the amount of \$25,000 per employee.**

Employees have the option to add additional supplemental AD&D at their cost. Employees may also add spouse or qualified domestic partners.

**Certification Incentive Program**

**The TODB will provide a Certification Incentive in the amount of \$150/year for each qualifying Certification up to a maximum of \$450/year/Employee.**

This program would provide for qualifying certification (Certifications that have a direct benefit to the business operation of the employees' primary job duties). Envisioned to allow for employees to incentivize them to continue progressing and staying up to date with the latest industry trends.

**Affordable Care Act Option**

**The TODB cover the monthly premium cost, indexed for future years, for 2014 - \$663, for employees who choose to obtain insurance through Covered California [www.coveredca.com](http://www.coveredca.com) (Affordable Care Act)**



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

December 4, 2013

**Prepared By:** Rick Howard, General Manager  
**Submitted By:** Rick Howard, General Manager *RH*

### Agenda Title

Fiscal Year 2012-13 Year End Budget Review and Distribution of FINAL FY 2013-15 Annual Operating and Five Year CIP Budget

### Recommended Action

Receive and File

### Executive Summary

The Board of Directors adopted the Fiscal Year 2013-15 two year Annual Operating and Five Year CIP Budget on June 19, 2013.

The Town of Discovery Bay (TODB) utilizes Contra Costa County for Treasurer services (California Government Code §61050(b)). As a consequence of this relationship, the TODB's annual financials cannot be closed out until such time as the County closes their yearend books, which generally takes place in October. Once that occurs, staff can then input yearend expenses and finalize the annual budget document.

The Fiscal Year 2013-15 two year Annual Operating and Five Year CIP Budget will be posted to the Town's website at [www.todb.ca.gov](http://www.todb.ca.gov) prior to the meeting and will be provided to the Board of Directors at the meeting.

### Fiscal Impact:

**Amount Requested \$ N/A**

**Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)**

**Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#**

### Previous Relevant Board Actions for This Item

June 19, 2013 Board adoption of the Fiscal Year 2013-15 two year Annual Operating and Five Year CIP Budget.

### Attachments

Fiscal Year 2013-15 two year Annual Operating and Five Year CIP Budget to be distributed at the meeting.

AGENDA ITEM: G-2



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

December 4, 2013

**Prepared By:** Rick Howard, General Manager  
**Submitted By:** Rick Howard, General Manager *RH*

### Agenda Title

Well 7 Electrical Backbone Installation and Service

### Recommended Action

Authorize PG&E to provide necessary backbone electrical installation associated with Well 7 in the amount of \$50,513.40 and authorize the General Manager to execute all necessary contractual documents.

### Executive Summary

The Board of Directors has previously approved the Well 7 construction project. This project is identified and included as a part of the long term capital financed project listing.

In order to provide the necessary electrical requirements for Well 7, it is necessary to provide the required electrical service to the project site.

PG&E provides the electrical distribution to the site and will provide all essential equipment to ensure the electrical demands are met.

The cost of the equipment and installation is \$50,513.40. Adequate funds are available in the overall project budget.

### Fiscal Impact:

**Amount Requested** \$50,513.40

**Sufficient Budgeted Funds Available?:** Yes (If no, see attached fiscal analysis)

**Prog/Fund # Category:** Pers. Optg. Cap. X -or- CIP# Fund#

### Previous Relevant Board Actions for This Item

Adoption of FY 2012/13 Capital Improvement Program

### Attachments

PG&E Contract Documents

AGENDA ITEM: G-3



November 7, 2013

VIRGIL KOEHNE  
TOWN OF DISCOVERY BAY, A Government Agency  
1800 WILLOW LAKE RD  
DISCOVERY BAY , CA 94505

RE: Contract ID: 1164510: INSTALL UNDERGROUND SERVICE

Dear VIRGIL KOEHNE ,

Enclosed are gas and/or electric agreements for your project located at:

2200 NEWPORT DR, DISCOVERY BAY, 94505

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Electric Distribution and Service Extension	\$4,809.16	\$100,666.13	\$46,704.24
Less Credit (Engineering Advance, etc.)	\$1,000.00	\$0.00	\$0.00
<b>TOTAL **</b>	\$3,809.16	\$100,666.13	\$46,704.24
<b>TOTAL PAYMENT DUE</b>	<b>\$104,475.29</b>	<b>OR</b>	<b>\$50,513.40</b>

\* Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.

\*\* The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.

Please sign both copies of the agreement and return one copy of the agreement to the address below along with your payment and retain one copy for your records. If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 30 days from PG&E's receipt of the Agreement for construction to commence.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Barry Carangelo at 925-779-7774 or BJCB@pge.com.

Please send the executed Agreements and payment to:

PG&E CFM/PPC DEPARTMENT  
PO BOX 997340  
Sacramento, CA 95899-7340

Sincerely,

Mark Luna

Mark Luna

Service Planning Supervisor



106951245E



Dear VIRGIL KOEHNE,

In response to your application for service, enclosed is the new CPUC-required form, "Statement of Applicant's Contract Anticipated Costs," (SACAC) which identifies PG&E's cost for the refundable work that is PG&E's responsibility to install as part your job. However, this is work that you can elect to provide under the competitive bidding provisions of Gas/Electric Rules 15 and 16. You can perform this work yourself, hire a contractor, or hire PG&E to do this work. Regardless of whom you choose to do the work, you must complete and return this form.

- If you elect to perform this work or have a contractor do it, please enter your costs in the section of the form entitled "Applicant Costs."
- If you elect to perform this work yourself or have a contractor do it and choose not to provide your costs, please so indicate in the section entitled "Applicant's Election Not To Provide Costs," date, sign and return the form.
- If you want PG&E to perform the work, check the section "Applicant's Election Not To Provide Costs," date, sign and return the form.

PG&E's costs are valid for 90 days from 11/07/2013

**PG&E cannot proceed with any work on your application until you sign and return the SACAC form.**

Please return this document with any other contract documents regarding this job to:

PG&E CFM/PPC DEPARTMENT  
PO BOX 997340  
Sacramento, CA 95899-7340

If you have any questions regarding this form please contact your project manager.



106951245E

Agenda Item G-3



# STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.\*

Project Name: INSTALL UNDERGROUND SERVICE

Project Location: 2200 NEWPORT DR, DISCOVERY BAY, 94505

Notification Number: 106951245

PM Number(s): (Gas) (Electric) 31027056

## APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

### GAS

#### Residential Service Facilities:

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

Number of gas service: 0 Stubs: 0

### ELECTRIC

#### Residential Service Facilities:

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

Number of Electric service: 0

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs **DOES NOT** include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



106951245E

**GAS**

**Gas Distribution Facilities  
and Non-Residential Service Services:**

**Applicant: \$** \_\_\_\_\_

**PG&E: \$0.00**

**ELECTRIC**

**Electric Distribution Facilities  
and Non-Residential Service Services:**

**Applicant: \$** \_\_\_\_\_

**PG&E: \$36,073.14**

**GAS DISTRIBUTION TRENCH**

**Applicant: \$** \_\_\_\_\_

**PG&E: \$0.00**

- Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

**I declare under penalty of perjury that the foregoing is true and correct.**

**APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on \_\_\_\_\_ at **DISCOVERY BAY, CA**  
(Date) (City)

By:

Print Applicant Name: **VIRGIL KOEHNE**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



106951245E

**DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS** <sup>1</sup>

 Submitted to Applicant by:  
BARRY CARANGELO

 Date of issuance: November 7, 2013

- TOWN OF DISCOVERY BAY, A Government Agency (Applicant), has requested PACIFIC GAS & ELECTRIC COMPANY, a California corporation (PG&E), to deliver Electric energy to the property situated at 2200 NEWPORT DR, DISCOVERY BAY, 94505 and shown on the attached drawings.**
- Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions and the General Terms and Conditions for Gas and Electric Service by Applicant.
- Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may choose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. PG&E will reimburse or collect money based on its estimate of the costs, subject to the applicable rules. Based on Applicant's request, the contract costs are based on the following construction options:

PG&E Responsibility <sup>1</sup>		To Be Performed By	
		PG&E	Applicant
Gas	Main Trench	<input type="checkbox"/>	<input type="checkbox"/>
	Main Pipe Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Service Pipe Installation	<input type="checkbox"/>	<input type="checkbox"/>
Electric	Distribution Wire and Equipment Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Service Wire Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Applicant Responsibility <sup>2</sup>		To Be Performed By	
		PG&E	Applicant
Gas	Service Trench	<input type="checkbox"/>	<input type="checkbox"/>
Electric	Distribution Trench	<input type="checkbox"/>	<input type="checkbox"/>
	Service Trench	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Distribution Substructure Installation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Service Substructure Installation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

1. PG&E's responsibilities per Rule 15.b.1.b and Rule 16.D.2  
 2. Applicant's responsibilities per Rule 15.b.1.a and Rule 16.D.1



4.  N/A

**Refund/Discount Option Selection**

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric). Once the selection has been made, it cannot be changed.

<b>Gas</b> <input type="checkbox"/> 10-Year Subject to Refund Option - or <input type="checkbox"/> Non-Refundable 50% Discount Option	<b>Electric</b> <input type="checkbox"/> 10-Year Subject to Refund Option - or <input type="checkbox"/> Non-Refundable 50% Discount Option
------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------

**ACCEPTED:**

**APPLICANT:** TOWN OF DISCOVERY BAY, A Government Agency

<b>By:</b>
(Authorized Signature)
<b>VIRGIL KOEHNE</b>
(Type or Print Name)
<b>TITLE:</b>
<b>DATE:</b>
<b>MAILING ADDRESS: 1800 WILLOW LAKE RD DISCOVERY BAY, CA 94505</b>

**PACIFIC GAS AND ELECTRIC COMPANY:**

<b>By:</b>
Mark Luna (Authorized Signature)
<b>Mark Luna</b>
(Type or Print Name)
<b>TITLE: Service Planning Supervisor</b>
<b>DIVISION: Diablo</b>
<b>DATE:</b>



106951245E



**REFERENCES:** Notification # 106951245  
Contract # 1164510  
E-PM # 31027056  
G-PM #

Applicant: TOWN OF DISCOVERY BAY, A Government Agency

Project Location/Name: 2200 NEWPORT DR, DISCOVERY BAY, 94505

**SUMMARY OF PAYMENTS**

The total cash payment you need to make depends upon your selection of the 10 Year Refundable Advance Option or the Non-Refundable Discount Option for your gas and/or electric extension under Rule 15. Since you may elect one option for the gas extension and a different option for the electric extension, several different cash payments are available. Each payment option is summarized below. These payments include all billing under this Agreement including payments subject to refund, and non-refundable payments. To determine what is refundable or non-refundable, or to see full detailed billing information, please see the attached cost summaries. Even if you have no payment due for your gas and/or electric extension (Rule 15), you must still elect the 10 Year Refundable or Non-Refundable Discount Option for each extension on the second page of the Declarations.

**10 Year Refundable Advance Option - Gas & Electric <sup>(1)</sup> \$105,475.29 <sup>(2)</sup>**

-- OR

**Non-Refundable Discount Option - Gas & Electric <sup>(1)</sup> \$51,513.40 <sup>(3)</sup>**

-- OR

**10 Year Refundable Advance Option - Gas / <sup>(1)</sup> \$51,513.40 <sup>(2)</sup>  
Non-Refundable Discount Option - Electric**

-- OR

**10 Year Refundable Advance Option - Electric / <sup>(1)</sup> \$105,475.29 <sup>(2)</sup>  
Non-Refundable Discount Option - Gas**

- (1) Amounts shown do not include reimbursements for facilities that are normally the responsibility of PG&E per our tariffs. See the Reimbursement Summary for a total of all Reimbursements to be paid upon acceptance of facilities.
- (2) The payment amount shown on this line includes both refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. The total payment is not subject to refund. Please see the attached detailed Cost Summaries to determine the portion of this payment that may be subject to refund.
- (3) The payment amount shown on this line includes only non-refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. None of the payment shown is subject to refund.



106951245E



**REFERENCES :**

Notification # 106951245  
 Contract # 1164510  
 PM # 31027056  
 MLX #

Applicant: TOWN OF DISCOVERY BAY, A Government Agency  
 Project Location/Name: 2200 NEWPORT DR, DISCOVERY BAY, 94505

**ELECTRIC DISTRIBUTION LINE AND SERVICE EXTENSION COST SUMMARY**

Cost of Ownership charges as described in the rules and in the Unsupported Extension Cost section of the Provisions of the Agreement **Apply**

Total number of residential lots/units for this project:  
 Total number of non-residential lots/units for this project: 1

Calculations to determine excess residential service allowance to be applied to distribution line refundable amount on a per lot/unit basis:

Cost of Services:<sup>(5)</sup>

Engineering & Administrative Costs				<u>\$0.00</u>
Value of Applicant Design Work			(+)	<u>\$0.00</u>
Service Tie-In Cost (Energized) by PG&E			(+)	<u>\$0.00</u>
Electric Metering			(+)	<u>\$0.00</u>
Others (N/A)			(+)	<u>\$0.00</u>
Inspection Fees			(+)	<u>\$0.00</u> <sup>(4)</sup>
Service Cost - PG&E installed	# Services	<u>0</u>	(+)	<u>\$0.00</u>
Service Cost - Applicant installed	# Services	<u>0</u>	(+)	<u>\$0.00</u> <sup>(5)</sup>
Total Estimated Cost of Service Subject to Allowance			(=)	<u>\$0.00</u>

Cost of Service Within Allowance:

less Total Residential Service Allowance					
<u>\$1,918.00</u>	x	<u>0</u>	=	(-)	<u>\$0.00</u> <sup>(1)</sup>
Excess Service Cost			(=)		<u>\$0.00</u>
Estimated Service Cost Within Allowance (Total less Excess)			(=)		<u>\$0.00</u>

Average Cost per Lot or Unit Within Allowance

<u>\$0.00</u>	/	<u>0</u>	=		<u>\$0.00</u>
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Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

<u>\$1,918.00</u>	-	<u>\$0.00</u>	=		<u>\$0.00</u> <sup>**</sup>
Allowance		Ave. Cost / Unit			



106951245E

## Allowances

Residential:	$\frac{\$1,918.00}{\text{Allowance}}$	x	$\frac{0}{\text{Lots / Units}}$	(=)	<u>\$0.00</u>	
plus ITCC @ 22%			Residential Allowances	(+)	<u>\$0.00</u>	
SUB TOTAL Residential Allowance				(=)	<u>\$0.00</u>	
Non-Residential:	$\frac{\$0.00}{\text{Net Annual Revenue}}$	/	$\frac{0.1680}{\text{Cost-of-Service-Factor}}$	(=)	<u>\$0.00</u>	
plus ITCC @ 22%			Non-Residential Allowances	(+)	<u>\$0.00</u>	
SUB TOTAL Non-Residential Allowances				(=)	<u>\$0.00</u>	
less Residential Service Allowance:						
	(	$\frac{0}{\text{Lots/Units}}$	x	$\frac{\$0.00}{\text{Ave. Cost / Unit}}$	) + $\frac{22\%}{\text{ITCC}}$ =	<u>\$0.00</u>
Total Distribution Line Extension Allowance					<u>\$0.00</u>	

## Amount Subject to Refund

Engineering & Administrative Costs					<u>\$20,399.23</u>
Value of Applicant Design Work	(+)				<u>\$0.00</u>
Tie-In of Distribution Line Extension by PG&E	(+)				<u>\$19,595.64</u>
Electric Metering (Non-Residential Projects)	(+)				<u>\$1,494.88</u>
Other Taxable Charges: N/A	(+)				<u>\$0.00</u>
PG&E installed - Cost of Distribution Line and Non-Res Svcs.	(+)				<u>\$36,073.14</u>
Applicant installed - Cost of Distribution Line and Non-Res Svcs.	(+)				<u>\$0.00</u> <sup>(5)</sup>
Value of Distribution Substructures	(+)				<u>\$10,899.23</u>
Inspection Fees	(+)				<u>\$0.00</u> <sup>(4)</sup>
SUB TOTAL	(=)				<u>\$88,462.11</u>
plus ITCC @ 22%	(+)				<u>\$19,461.66</u>
Total Refundable Amount	(=)				<u>\$107,923.78</u>
Less Total Allowances (not to exceed Total Refundable Amount)	(-)				<u>\$0.00</u>
Balance: Net Refundable Amount	(=)				<u>\$107,923.78</u>

### **10 Year Refundable Advance Option**

Balance: Net Refundable Amount					<u>\$107,923.78</u>
Less Credit for Value of Applicant Design Work	(-)				<u>\$0.00</u>
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant	(-)				<u>\$0.00</u> <sup>(5)</sup>
Less Distribution Substructures by Applicant	(-)				<u>\$7,257.65</u>
Net 10 Year Refundable Advance Option Payment	(=)				<u>\$100,666.13</u> <sup>(2)</sup>

### **Non-Refundable Discount Option**

Balance: Net Refundable Amount					<u>\$107,923.78</u>	
less Discount	(-)	$\frac{\$107,923.78}{\text{Balance}}$	x	$\frac{0.50}{\text{Discount Rate}}$	=	<u>\$53,961.89</u>
Less Credit for Value of Applicant Design Work	(-)					<u>\$0.00</u>
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant	(-)					<u>\$0.00</u> <sup>(5)</sup>
Less Distribution Substructures by Applicant	(-)					<u>\$7,257.65</u>
Net Non-Refundable Discount Option Payment	(=)					<u>\$46,704.24</u> <sup>(2)</sup>



106951245E

## Non-Refundable Payments

### **Rule 16 Non-Refundable Payments**

Excess Service Costs		<u>\$0.00</u>	
Service Costs Beyond Preferred Service Location	(+)	<u>\$0.00</u>	
Service Riser	(+)	<u>\$0.00</u>	
Value of Rule 16 Land Rights Costs	(+)	<u>\$0.00</u>	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	<u>\$1,278.36</u>	
Inspection Fees	(+)	<u>\$1,090.70</u>	
Rule 16 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
Other Taxable Charges: N/A	(+)	<u>\$0.00</u>	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$2,369.06</u>	
Plus ITCC @ 22%	(+)	<u>\$521.19</u>	
Other Non-taxable Charges: N/A	(+)	<u>\$0.00</u>	
D.04-05-055 Line Extension Costs - Residential	(+)	<u>\$0.00</u>	
D.04-05-055 Line Extension Costs - Non-Residential	(+)	<u>\$150.00</u>	
Inspection Fees (not subject to ITCC)	(+)	<u>\$0.00</u>	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	<u>\$11.09</u>	
Less Excess Service Facilities Installed by Applicant	(-)	<u>\$0.00</u>	
Less Service Costs Beyond Preferred Location by Applicant	(-)	<u>\$0.00</u>	
Less Service Riser Installed by Applicant	(-)	<u>\$0.00</u>	
Less Service Trench, Conduits, & Substructures in the Franchise Area & 3rd Party Property installed by Applicant	(-)	<u>\$1,278.36</u>	
Less Rule 16 Applicant Design Work Associated with Excess	(-)	<u>\$0.00</u>	
Total Rule 16 Non-Refundable Payment		(=)	<u>\$1,772.99</u>

### **Rule 15 Non-Refundable Payments**

Inspection Fees		<u>\$1,090.70</u>	
Re-engineering / Composite Fees	(+)	<u>\$0.00</u>	
Cost of Additional Applicant Design Plan Checks	(+)	<u>\$0.00</u>	
Value of Distribution Conduits	(+)	<u>\$1,397.96</u>	
Distribution Risers Installed by PG&E	(+)	<u>\$0.00</u>	
Value of Distribution Trench	(+)	<u>\$0.00</u>	
PG&E Land Rights Costs	(+)	<u>\$0.00</u>	
Rule 15 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
N/A	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$2,488.67</u>	
Plus ITCC @ 22%	(+)	<u>\$547.51</u>	
Less Distribution Conduits Installed by Applicant	(-)	<u>\$0.00</u>	
Less Distribution Trench Provided by Applicant	(-)	<u>\$0.00</u>	
Total Non-Refundable Electric Rule 15 Payment		(=)	<u>\$3,036.17</u>

### **Relocation / Rearrangement of PG&E Facilities**

Value of Relocation/Rearrangement Facilities		<u>\$0.00</u>	
Value of Relocation/Rearrangement Conduits & Substructures	(+)	<u>\$0.00</u>	
Value of Relocation/Rearrangement Trench & Excavation	(+)	<u>\$0.00</u>	
Engineering & Administrative Costs	(+)	<u>\$0.00</u>	



106951245E

Value of Relocation Applicant Design Work	(+)	<u>\$0.00</u>	
Cost of Additional Applicant Design Plan Checks	(+)	<u>\$0.00</u>	
Tie-In of Relocation/Rearrangement by PG&E	(+)	<u>\$0.00</u>	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
Relocation/Rearrangement Land Rights	(+)	<u>\$0.00</u>	
Relocation/Rearrangement Inspection Fees	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$0.00</u>	
Plus ITCC @ <u>22%</u>	(+)	<u>\$0.00</u>	
Plus Relocation/Rearrangement - Non Taxable	(+)	<u>\$0.00</u>	
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	<u>\$0.00</u>	
Less Conduits & Substructures Installed by Applicant	(-)	<u>\$0.00</u>	
Less Trench & Excavation Provided by Applicant	(-)	<u>\$0.00</u>	
Less Value of Relocation Applicant Design Work	(-)	<u>\$0.00</u>	
Less Relocation/Rearrangement Salvage	(-)	<u>\$0.00</u>	
Total Relocation / Rearrangement of PG&E Facilities Payment	(=)		<u>\$0.00</u>

**Total Payment for Electric Distribution Line and Service Extension**

**Cash Payment - 10-Year Refundable Advance Option**

Rule 15 Refundable Advance Payment		<u>\$100,666.13</u> <sup>(3)</sup>	
Rule 16 Non-Refundable Payment	(+)	<u>\$1,772.99</u>	
Rule 15 Non-Refundable Payment	(+)	<u>\$3,036.17</u>	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	<u>\$0.00</u>	
Total	(=)		<u>\$105,475.29</u>

--OR--

**Cash Payment - Non-Refundable Discount Option**

Rule 15 Non-Refundable Discount Option Payment		<u>\$46,704.24</u> <sup>(3)</sup>	
Rule 16 Non-Refundable Payment (Not Subject to Discount)	(+)	<u>\$1,772.99</u>	
Rule 15 Non-Refundable Payment (Not Subject to Discount)	(+)	<u>\$3,036.17</u>	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	<u>\$0.00</u>	
Total	(=)		<u>\$51,513.40</u>

**Value of Electric Facility Reinforcements by PG&E: \$0.00 based upon Applicant's estimated demand of: 0.00 kVa**

(Reference: Payment Adjustments. Excess Facilities section of the Provisions)

- (1) Total Service Allowance not to exceed the Cost of Service
- (2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.
- (3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.
- (4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)
- (5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

**\*\* PG&E USE ONLY**

Excess service allowance applied to distribution refundable amount per lot/unit

<u>\$0.00</u>	+	<u>\$0.00</u>	(=)	<u>\$0.00</u>
Allowance		22% ITCC		Refund per Residential Lot/Unit



106951245E



**Pacific Gas and Electric Company  
DISTRIBUTION AND SERVICE EXTENSION AGREEMENT  
EXHIBIT A - COST SUMMARY**

**REFERENCES:**

Notification #	106951245
Contract #	1164510
E15-PM #	31027056
E16R-PM #	31027056
E20B-PM #	
E20C-PM #	
G15-PM #	
G16R-PM #	

Applicant: **TOWN OF DISCOVERY BAY, A Government Agency**  
 Project Location/Name: **2200 NEWPORT DR, DISCOVERY BAY, 94505**

**REIMBURSEMENT SUMMARY**

Reimbursements are provided for facilities that are installed by the Applicant which are normally the responsibility of PG&E per our tariffs. Reimbursements will be made after the facilities are accepted by PG&E, operational and ready to supply service. Reimbursable payments made for services will be reimbursed at the average rate shown as each service is connected. All reimbursements will be based upon PG&E's estimated costs.

**Electric Rule 15**

10 Year Refundable Advance Credit Amount		<u>\$0.00</u> <sup>(1)</sup>	
		- or -	
Non-Refundable Discount Option Credit Amount		<u>\$0.00</u> <sup>(1)</sup>	
Joint Pole Credits	(+)	<u>\$0.00</u>	
PG&E Betterments	(+)	<u>\$0.00</u>	
<b>SUB TOTAL:</b>	w/ 10 Year Refundable Advance Credit Amount	(=)	<u>\$0.00</u>
			- or -
	w/ Non-Refundable Discount Credit Amount	(=)	<u>\$0.00</u>

**Electric Rule 16**

Joint Pole Credits		<u>\$0.00</u>	
Applicant Design Work within the Allowance	(+)	<u>\$0.00</u>	
<b>SUB TOTAL:</b>		(=)	<u>\$0.00</u>

<b>Reimbursements per Service Completion - Electric</b>			
	Energized System	<u>\$0.00</u>	/service <sup>(2)</sup>
	Non-energized System	<u>\$0.00</u>	/service <sup>(2)</sup>

**Electric Rule 20B**

Joint Pole Credits		<u>\$0.00</u>	
Rule 20B Payment Credit	(+)	<u>\$0.00</u>	
<b>SUB TOTAL:</b>		(=)	<u>\$0.00</u>

**Electric Rule 20C**

Joint Pole Credits		<u>\$0.00</u>	
Rule 20C Payment Credit	(+)	<u>\$0.00</u>	
<b>SUB TOTAL:</b>		(=)	<u>\$0.00</u>



106951245E

## Streetlights

### LS-1

Standard Luminaries		<u>\$0.00</u>	
Standard Poles & Arms	(+)	<u>\$0.00</u>	
Protective Tubes	(+)	<u>\$0.00</u>	
Internal Wiring	(+)	<u>\$0.00</u>	
Overhead Conductor	(+)	<u>\$0.00</u>	
Underground Conductor	(+)	<u>\$0.00</u>	
Connections	(+)	<u>\$0.00</u>	

### LS-2

Connections	(+)	<u>\$0.00</u>	
SUB TOTAL:		(=)	<u>\$0.00</u>

## Gas Rule 15

10 Year Refundable Advance Credit Amount		<u>\$0.00</u> <sup>(1)</sup>	
		- or -	
Non-Refundable Discount Option Credit Amount		<u>\$0.00</u> <sup>(1)</sup>	
PG&E Betterments	(+)	<u>\$0.00</u>	
SUB TOTAL:	w/ 10 Year Refundable Advance Credit Amount	(=)	<u>\$0.00</u>
			- or -
	w/ Non-Refundable Discount Credit Amount	(=)	<u>\$0.00</u>

## Gas Rule 16

Stub Services		<u>\$0.00</u>	
Applicant Design Work within the Allowance	(+)	<u>\$0.00</u>	
SUB TOTAL:		(=)	<u>\$0.00</u>

### Reimbursements per Service Completion - Gas

Pressurized System	<u>\$0.00</u> /service <sup>(2)</sup>
Non-Pressurized System	<u>\$0.00</u> /service <sup>(2)</sup>

## Total Reimbursement

<b>10 Year Refundable Advance Option - Gas &amp; Electric</b>	<u>\$0.00</u> <sup>(3)</sup>
-- OR	
<b>Non-Refundable Discount Option - Gas &amp; Electric</b>	<u>\$0.00</u> <sup>(3)</sup>
-- OR	
<b>10 Year Refundable Advance Option - Gas / Non-Refundable Discount Option - Electric</b>	<u>\$0.00</u> <sup>(3)</sup>
-- OR	
<b>10 Year Refundable Advance Option - Electric / Non-Refundable Discount Option - Gas</b>	<u>\$0.00</u> <sup>(3)</sup>

- (1) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.
- (2) This Reimbursement will be paid on a per service basis as each service is completed.
- (3) Excludes service completion reimbursements made under Rule 16. Service completion reimbursements will be made as each service is connected, on a per service basis.



106951245E



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

December 4, 2013

**Prepared By:** Rick Howard, General Manager  
**Submitted By:** Rick Howard, General Manager *RH*

### Agenda Title

Replacement of Oxidation Aerator Assemble

### Recommended Action

That the Board of Directors authorize the replacement of Oxidation Aerator Assembly unit for Wastewater Treatment Plant 2 from Lakeside Equipment Corporation in the amount of \$47,489.28 and authorize the General Manager to execute all purchase documents.

### Executive Summary

In the last few months, the Town has experienced two different failures of the oxidation ditch aerators at Wastewater Treatment Plant No. 2. There are 4 aerators at each oxidation ditch and there is one oxidation ditch at each Treatment Plant. At any given time, three or all four aerators are needed to perform the required processing. One of the aerators recently experienced a gear box failure, and a second aerator had the rotor shaft completely fail, resulting in anchor bolts being torn out of the concrete. This left Wastewater Treatment Plant No. 2 with only two aerators. The aerators are the primary method by which the Town treats its wastewater. Both failures occurring at the same time created a serious situation in respect to operation of the facilities. Veolia staff has taken the working gear box from the aerator that has the failed rotor shaft and used it to replace the broken gear box on the rotor with the failed gear box. This has brought the total number of operational aerators up to 3.

The remaining aerator now has a failed stub shaft, a failed gear box, and anchors pulled from the concrete. In addition, inspection of the rotor indicates the rotor blades are completely worn and need replacement as well. Quotes were obtained to repair or replace each individual item as well as to purchase an entire new aerator. It was ultimately less costly to purchase an entire aerator assembly than to try to repair the individual pieces. The cost to repair all of the individual damaged components is \$50,671.00. The cost to purchase a complete aerator is \$47,489.28. Purchasing the complete aerator also provides the Town the ability to have a spare motor and spare bearing in inventory. The new aerator also includes stainless steel blades that will last much longer than the existing aluminum ones.

The new aerator will need to be installed and the concrete repaired, and this is estimated at \$2,000.00 to \$5,000.00.

Veolia has prepared a detailed memo on the quotes received for the two methods of repair. This memo is included in the staff report for reference. The bids obtained from all vendors are included in this memo. Veolia and the District Engineer are recommending purchase of a complete aerator assembly.

Staff is requesting authorization to purchase the aerator in the amount of \$47,489.28.

As this is an equipment failure, funds will be derived from the facilities infrastructure fund.

"Continued to page 2"

**Fiscal Impact:**

**Amount Requested** \$47,489.28

**Sufficient Budgeted Funds Available?:** (If no, see attached fiscal analysis)

**Prog/Fund #    Category: Pers.    Optg.    Cap.    -or-    CIP# xx    Fund# Infrastructure Replacement Fund**

**Previous Relevant Board Actions for This Item**

N/A

**Attachments**

Veolia Water Memo re: Costs for replacement

**AGENDA ITEM: G-4**



November 26, 2012

Rick Howard  
General Manager  
Town of Discovery Bay CSD  
1800 Willow Lake Road  
Discovery Bay, CA 94505-9376

**TOWN OF DISCOVERY BAY CSD, MAGNA ROTOR BRUSH  
REPAIR/REPLACEMENT RECOMMENDATION**

**Background**

During normal operations of Plant no.2 Oxidation Ditch it was discovered that Magna Rotor Brush no.2 experienced a catastrophic failure. The four (4) inch shaft that is connected to the gear box and rotates the paddles in the oxidation ditch sheared near the gear box. The failure caused some concrete damage to the base of the gear box where the anchor bolts hold the gear box in place. The gear box itself was not damaged but was used to replace a previous damaged one to a different magna rotor brush. The previous gear box likewise experienced catastrophic failure. Thus the facility is in need of a complete Magna Rotor Brush assembly consisting of either a new complete assembly or complete repair of both the damaged Magna Rotor Brush and damaged gear box. The previously damaged gear box is so bad a condition that Turbo quoted for the repair and replacement of the gear box and recommended a new one at a cost of approximately \$2,165 above the repaired one with a lead time of 5-6 weeks.

**Current Equipment Assessment**

The Magna Rotor Brushes are critical equipment that supplies oxygen to the microorganisms in the oxidation ditch which in turn reduce the incoming organics as the major role in the treatment process. The target oxygen set point is 2.0 mg/l which most times requires two brushes operating continuously but at times requires three for some periods. The fourth rotor brush is for redundancy in the event a rotor brush needs maintenance or fails. Our current situation is that we have three units available with no redundancy; at the present if a second unit fails we assume a risk of reducing our treatment efficiency and potentially violating our NPDES discharge limits.

As a result these equipment failures Veolia requested quotes from MarTech, GSE, and Turbo (all three performed a field site inspection) for repair of the shaft. Gregory Harris also requested a quote from Lakeside Equipment Corporation for a complete rotor drive assembly including the gear box and paddles. Lakeside sent a quote for a complete Magna Rotor but does not include installation. Turbo were the only company to send a quote for the repair of the magna rotor brush, gear box and installation. The paddles would have to be purchased separately from Lakeside with Turbo's option although they would install the paddles. The paddles have been upgraded since last installed from galvanized steel to stainless steel which increase the life of the paddles. The following Table illustrates the cost for each alternative.

Company	Lakeside	Turbo	MarTech	GSE	Lead Time
Brush Repair		\$24,212	N/A	N/A	
Gear Box Repair		\$12,006	N/A	N/A	3-4 Wks.
New Paddles	Included	\$12,288	N/A	N/A	2-3 Wks.
New Brush	Brush, Gear & Paddles		N/A	N/A	12- Wks.
New Gear Box	Included	\$14,171	N/A	N/A	5-6 Wks.
Assembly Installation		Included			
Total	\$43,870.00	\$50,671.00			

### **SUMMARY & RECOMMENDATION**

Lakeside quoted \$43,870.00 for a new complete assembly but excludes installation and has a lead time of 12-weeks. Turbo quoted \$50,671.00 for repair of the brush, new paddles, a new gear box and installation with half the lead time as Lakeside.

The recommendation is to purchase a completely new assembly from Lakeside then pay Turbo to install the unit. The Lakeside alternative will result in a spare motor and spare set of bearings in comparison to the Turbo alternative. Lakeside offers to send an installation representative (pg. 5 of 6) from Illinois at a cost. Turbo has installed these units in the past. The cost of these options is similar although with Lakeside the project will have a completely new assembly instead of a repaired assembly.

Any questions you may have regarding the proposal should be directed to Fermin Garcia, Project Manager at (925) 634-8137 or email at [Fermin.garcia@veoliawaterna.com](mailto:Fermin.garcia@veoliawaterna.com) .



FERMIN GARCIA  
VIOLIA WATER NA PROJECT MANAGER

FG:

Attachment: Turbo Aerator Repair Quote, Turbo Gear Box Repair/Replacement Quote, Lakeside Rotor Blades Quote, Lakeside Magna Rotor Complete Assembly Quote

cc: Rick Howard, General Manager, Town of Discovery Bay  
Virgil Koehne, Water Wastewater Manager, Town of Discovery Bay  
Gregory Harris, HERWIT Engineering



**TURBO MACHINERY REPAIR, INC.**

1130 Potrero Avenue, Richmond, CA 94804 • (510) 236-5481 • Fax (510) 236-5598 • P.O. Box 70446, Richmond, CA 94807

November 6, 2013

Discovery Bay  
Aerator #1 Repair – New Plant

1. Work to remove the aerator and transport it to the Turbo Shop. This Includes all labor and the crane service .....	\$ 3,798
2. Shop Repair Labor .....	\$ 9,274
• Machine out the existing gearbox end shaft	
• Manufacture a new shaft, stub it in, weld as needed and finish machine	
• Replace all rotor blades with new ones provided by Discovery Bay	
• Manufacture or repair the aluminum end plates	
• Replace the end seals	
• Replace ss fasteners as needed	
• Pre-assemble with pedestal bearings provided by Discovery Bay	
3. Field Repair Labor .....	\$ 1,376
• Replace concrete anchors (read-heads) as needed	
• Replace one aluminum angle bracket	
• Repair the corner of chipped concrete	
4. Material (steel for shaft, aluminum, fasteners, seals) .....	\$ 3,340
5. Installation Labor (Includes labor and crane as needed for two days) .....	\$ 6,424
	\$24,212

Option to manufacture and install a new anti-rotation bracket similar to  
the ones in the old plant (Plant #1) ..... \$1,598



**TURBO MACHINERY REPAIR, INC.**

1130 Potrero Avenue, Richmond, CA 94804 • (510) 236-5481 • Fax (510) 236-5598 • P.O. Box 70446, Richmond, CA 94807

November 6, 2013

Mr. Joe Halay  
Town of Discovery Bay

Re: Dorris Gearbox Quote  
Plant #2 Aerator Drive

Dear Joe:

We offer you these options for gearbox replacement/repair:

- 1. Provide a new Dorris Gear Reducer to replace existing unit.

Price excluding tax and freight .....	\$14,171.00
Delivery estimated at 5-6 weeks	

- 2. Rebuild existing Dorris Gear Reducer with new bearings, seals, gaskets, shims etc. Provide new input pinion and intermediate gears.

Price excluding tax .....	\$12,006.00
Delivery estimated at 3-4 weeks	

Please be aware that this rebuild is an option, but we recommend against it due to existing wear on the output gearset. They will be noisier than a new set and their remaining life will be less.

Thanks for the opportunity to present this quote.

Regards,

*Bill Cygan*

Bill Cygan



1022 E. Devon Avenue P.O. Box 8448 Bartlett, IL 60103  
T: 630-837-5640 F: 630-837-5647 E: parts@lakeside-equipment.com  
www.lakeside-equipment.com

**FAX MEMORANDUM**

**DATE:** October 30, 2013

**FAX:** 1925-634-8347

**TO:** Veolia Water

**SUBJECT:** DISCOVERY BAY, CA SO# 00-209

**ATTN:** Joe Halay

**FROM:** Dave A. Johnson

Replacement Parts

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivery of the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution, publication, or copying of this message is strictly prohibited. If you have received this message in error, please notify Lakeside immediately by phone at 630-837-5640 and return the message by U.S. Mail.

Dear: Joe

We are pleased to quote the following replacement parts for your 16' Magna Rotors. Your current costs are as follows:

384ea Magna Rotor Blades, STN STL with HDW	D-45971	\$32.00ea	\$12288.00
--------------------------------------------	---------	-----------	------------

Please be advised that this quotation will be honored for 30 days.

The above prices are F.O.B. factory with freight allowed to the job site. Terms of payment are net 30 days from date of shipment and the Conditions of Sale are in accordance with GIL-108, copy attached.

Shipment would be 2-3 weeks after receiving an order subject to the shop's backlog at the time of the order.

We thank you for this opportunity to quote and are looking forward to being of service to you.

Very truly yours,

Dave A. Johnson (Ext. 260)  
E-Mail: [dj@lakeside-equipment.com](mailto:dj@lakeside-equipment.com)  
DJ:bm

Cc: HESCO



**DATE:** November 25, 2013

**TO:** HERWIT Engineering  
6200 Center Street, Suite 310  
Clayton, CA 94517

**ATTENTION:** Greg Harris

**SUBJECT:** Discovery Bay, CA  
Plant #2  
Replacement Magna Rotor for #00-209

Dear Mr. Harris:

Per your request, we are pleased to offer the following firm quotation through our Representative, Paul Hughes, Hughes Environmental Sales Company, 559-298-5558 phughes@hesco-llc.com:

**A) REPLACEMENT MAGNA ROTOR (Complete assembly)**

For the complete replacement of one (1) Magna Rotor assembly for the existing oxidation ditch, we propose to furnish the following:

- 1 - 42-in. diameter by 16 ft long Magna Rotor with central torque tube with 16 ft of star shaped detachable stainless steel blades placed in a helical shape around torque tube, 48-in diameter end plates, replaceable outboard and inboard stub shafts, and outboard and inboard pillow block bearings.
- 1 - Drive assembly consisting of Dodge shaft mounted, double reduction, helical gear unit, fabricated steel motor mounting plate. Reducer connected to motor through sheaves and V-belts complete with belt guard. Includes torque arm and mounting bracket.
- 1- 30 hp, 1750 rpm, 3 phase, 60 Hertz, 230/460 volt, horizontal, ball bearing inverter duty, constant torque, continuous duty, TEFC motor.
- 1 - Item splash plates and frames with seals for mounting on vertical wall. Aluminum construction.
- 1 - Set of anchor bolts, stainless steel, for outboard and inboard bearings, splash plate, and torque arm bracket.

**B) PARTIAL MAGNA ROTOR (torque tube, blades, and stub shafts only)**

For the replacement of one (1) Magna Rotor torque tube with blades, and stub shafts for the existing oxidation ditch, we propose to furnish only the following:

- 1 - 42-in. diameter by 16 ft long Magna Rotor with central torque tube with 16 ft of star shaped detachable stainless steel blades placed in a helical shape around torque tube, 48-in diameter end plates, and replaceable outboard and inboard stub shafts.

**WEIGHT:** Approximate shipping weight of the complete Magna Rotor assembly is 4,700 lb. The partial assembly has an approximate shipping weight of 3,025 lbs.

**EXCLUSIONS:** We do not include:

- Controls, starters, switches
- Push button stations
- Lubricants
- Stairs or steps
- Conduit or wiring
- Spare parts
- Installation
- Rotor access bridge
- Handrail or grating
- Finish painting of motor, drive, and mounting
- Removal of old material
- Any item not specifically listed above

**ERECTION DATA:** The Rotor torque tube is factory assembled and finish painted prior to the factory installation of the rotor blades. The installer must set the inboard and outboard bearings. Shaft and bearings must be very carefully aligned both horizontally and vertically. The drive must be mounted to the rotor shaft, and the motor, belts, and torque arm must be mounted. We estimate a total of 30 - 35 man-hours for installation of the Rotor, exclusive of anchor setting and wiring.

**SHOP PAINTING:** All ferrous metal parts above and below the water level will be grit blasted and receive a shop coat of Tnemec #66 or #161 Primer or Tnemec Series 1 Omnithane Primer. Rotor torque tube only will receive two (2) shop coats of Tnemec N69 or N69F Hi-Build Epoxoline II. Aluminum, stainless steel and galvanized steel parts will not be shop painted. Motors and reducers will receive a shop coat of machinery enamel. Field paint and painting by others.

**SHOP DRAWINGS:** Submittal drawings will not be provided. We will furnish three (3) sets of as -built drawings for the equipment without charge after the equipment has been released to the shop for fabrication.

**SHIPMENT:** Shipment can be made in 12 weeks after receipt of an acceptable purchase order at Lakeside. Foundation materials can be shipped within twenty (20) days after drawings are approved.

**INSTRUCTION BOOKS:** For the completed assembly only, three (3) sets of installation, operation, lubrication and maintenance books will be furnished before shipment of the equipment. Instruction books will not be provided for the partial option.

**SERVICE:** Inspection of the installed equipment can be made within ten (10) days to two (2) weeks following notice by you that you are ready for such service. The cost of one (1) day of service in one (1) trip is included in our proposal price for either option. Additional service is available at the rate of \$1,000/day plus living and travel expenses.

**PROPOSAL PRICE:** Includes service as stated above and is F.O.B. our shop with freight allowed to job site.

- A) Complete 16-ft Magna Rotor assembly per (A) above .....\$43,870
- B) Partial 16-ft Magna Rotor assembly per (B) above .....\$27,800

**PRICE FIRM:** For thirty (30) days from this date. If an order is received after the 30 day time period, Lakeside reserves the right to adjust the pricing prior to order acceptance to match the cost of materials at the time the order is received.

**PAYMENT TERMS:** The terms of payment are Net 30 days for material shipped, or when ready for shipment if shipment is deferred by you.

Your payment to us will not be dependent or contingent upon receipt of payment by you or any other parties. Overdue accounts will be charged 2.0% interest per month. All legal fees or other charges encountered to collect overdue accounts, including service charges, are to be paid for by the purchaser.

**BOND:** Lakeside will require with your Purchase Order a copy of your Payment Bond to the Owner.

**CONDITIONS OF SALE (GIL 91):**

**ACCEPTANCE:** This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from date of bid opening or date of written proposal. The order will be subject to written acceptance by our company's executive office. Our quotation is limited to only those technical portions of the Engineer's Mechanical Specifications specifically referred to herein, and to the terms and conditions of sale as outlined in our quotation. We will not be bound by any Terms and Conditions of the prime Contract not specifically included herein.

**TAXES & OTHER CHARGES:** Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt on this job, you will need to supply us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf. You are responsible for obtaining permits in connection with the sale or installation of our equipment.

**WARRANTY:** Lakeside Equipment Corporation ("Lakeside") warrants to Buyer that equipment sold hereunder, of its manufacture, is free from defect in material and workmanship, and is of the kind and quality designated or described herein. This warranty shall run to Buyer and, if applicable, such entity specifically identified in the Primary Contract only, but not to their employees, representatives, agents, customers, assignees, etc., and applies to those technical portions of the Engineer's Specifications only to the extent that they are referred to herein. This warranty shall be in full force and effect at the time of shipment of such equipment for a period of one (1) year from the date of shipment. Lakeside will furnish without charge, but will not install, replacements for such parts as it finds to have been defective. The obligation of Lakeside to replace such defective parts shall be the exclusive remedy hereunder. Buyer must give Lakeside notice in writing of any alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim more than thirty (30) days after the warranty period shall be valid. The warranty extends to replaced parts of Lakeside's manufacture for ninety (90) days or the remainder of the original warranty period applicable to the parts being replaced.

This warranty shall not apply to:

- A. Any equipment which has been subjected to misuse, neglect, or accident;
- B. Any equipment which has been altered, tampered with, or upon which corrective work has been done thereon without Lakeside's specific written consent;
- C. Any equipment which has been operated or maintained in a manner which in any way deviates from the maintenance schedules, specifications, and parameters set forth in Lakeside's Operator's Manual for such equipment.
- D. Fuses, lights or other standard wear items.
- E. Electrical damage due to overvoltage conditions.

No allowances will be made for any such alterations or corrective work done without the specific written consent of Lakeside. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in Lakeside's proposal, is not warranted in any way by Lakeside but carries only that manufacturer's warranty, if any. No representative of Lakeside's has any authority to waive, alter, vary, or add to the items hereof without prior written approval.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

**SECURITY INTEREST:** Until all amounts due hereunder have been paid in full, Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

**PROPERTY INSURANCE-RISK OF LOSS:** You shall provide and maintain in responsible insurance companies, at your own expense, insurance against loss or damage to the equipment by fire or other casualty from and after the time of delivery to the carrier at point of shipment. Upon request you will provide certificates evidencing such coverage. Such coverage shall be for the amount of this contract, shall cover the equipment specified herein, and losses, if any, shall be payable to us as our interest may appear, under Union or Standard loss payable endorsements. Irrespective of such insurance coverage, you shall bear the risk of loss resulting from any and all damage or injury to the shipment from and after delivery to the carrier at point of shipment. If you should fail to provide such insurance, we may obtain the same and the cost of the premium therefore shall be added to the purchase price.

**CHANGES & DELAYS:** If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays which may adversely affect the operation of the equipment will nullify our warranty unless we consent in writing thereto.

Our proposal is based on present day cost of materials and furnishing our equipment in accordance to our schedule indicated above. If delays greater than 90-days are experienced for review/approval of shop drawings or if there is delay on release of equipment to go into fabrication, you will reimburse Lakeside for any additional expense that may result from such cause.

Shipment must be accepted when ready to avoid storage charges. If refused when ready, storage plus handling charges will be added to the above price. Partial shipments must be accepted when ready and paid for in accordance with terms shown above.

**DELAYS:** We shall not be liable for delay in delivery caused by any reason beyond our control, including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval of drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation, supply difficulties, any interruption of our facilities, or any of the governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

**PATENTS:** We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use or resale of the equipment sold to you under this contract; provided however, that:

- A. Such charge relates exclusively to something which we designed or selected, and
- B. Such charge does not arise as a result of any modification of the equipment by you or the combination thereof of you with equipment furnished by others, and
- C. We are notified in writing immediately upon receipt of such charge, and
- D. We are given absolute control of the defense and the right to defend or settle such charge, and
- E. We are allowed to make such changes in the equipment as we deem necessary for the purpose of avoiding infringement.

**CLAIMS:** Claims for errors or shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment. Claims shall be confirmed in writing. Buyer shall immediately inspect the equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of equipment. Modifications to the equipment furnished by Lakeside to meet OSHA or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the order. LAKESIDE EQUIPMENT CORPORATION assumes no responsibility for any costs, direct or indirect, resulting from disapproval of our tender by the owner.

**TRANSPORTATION EXPENSE:** Unless otherwise noted, the prices shown in this proposal include freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense. In order for our company to insure delivery, it is agreed by you and our company that you will provide us with an access road to and from the job site, which road is capable of supporting our trucks. The responsibility for the protection of equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery which is caused by vandalism, the elements or otherwise, will be your responsibility and not that of our company.

**LIABILITY:** It is expressly understood that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

**LIQUIDATED DAMAGES:** If awarded this contract, we will diligently prosecute the engineering and fabrication of the proposed equipment; however, we are unable to accept any liquidated damages or penalty clauses for failure to complete shipment as designated in this proposal.

**INSTALLATION REPRESENTATIVE:** At your request, and subject to our option and availability of personnel at time of requirement, we will provide the services of a competent person to advise you concerning the installation of the equipment covered by this proposal. These services are not supervisory but are advisory only, and are offered subject to the express understanding that our function and responsibility is limited to interpretation of assembly drawings and identification of materials for their proper location in the equipment or system layout. These services are offered on a "no risk" basis by Lakeside Equipment Corporation.

In payment for such services, you will reimburse us at the current rate for each normal working day, or fraction thereof, that such person is absent from our plant on your business. The normal working day shall be eight (8) hours, between 8:00 AM and 4:30 PM, Monday through Friday, exclusive of holidays. All services performed by our representative at your request in addition to a normal working day, as herein defined, shall be classified as overtime work. If circumstances dictate that our representative shall work exclusively during hours other than those of the normal working day, arrangements can be made. The day rate is subject to change to the rate in effect at the time representative is furnished. You will also reimburse us for all transportation and living expenses incurred by our representative while absent from our plant on your business.

**CANCELLATION:** Cancellation or suspension of a contract will be accepted only upon terms that will indemnify Lakeside Equipment Corporation against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. Our company may cancel the order prior to or at the time of receiving the final approved drawings if our company deems itself insecure, or determines that it is commercially unreasonable for us to proceed. In this event, you will be refunded any and all deposits you have made to us.

**CONTRACT:** We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and our company's authorized officer.

**ARBITRATION:** Any controversy or claim arising out of or relating to this transaction shall be settled in Chicago by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof.

**CONFIDENTIAL INFORMATION:** All information and data herein furnished to Buyer hereunder, relating to price, size, type and design is submitted with the understanding that it is for the Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.

Our local Representative, Paul Hughes, will be available to discuss this offering with you, and assist you throughout this project.

Submitted by:

LAKESIDE EQUIPMENT CORPORATION



Bill Palarz  
Regional Sales Manager

cc: Paul Hughes

QUOTATION ACCEPTED BY:
_____
Sign as Agent for Purchaser
_____
Print Name
_____
Title
_____
Company
_____
Date



No Back Up  
Documentation  
For Agenda Item # H



No Back Up  
Documentation  
For Agenda Item # I



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For Agenda Item # J-1



No Back Up  
Documentation  
For Agenda Item # K



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Documentation  
For Agenda Item # L-1



# EAST CONTRA COSTA FIRE PROTECTION DISTRICT

## Meeting Minutes Board of Directors Regular Meeting

**Monday October 7, 2013 – 6:30 P.M.**  
Meeting Location: 3231 Main Street, Oakley

### BOARD OF DIRECTORS

Kevin Bouillon  
Greg Cooper  
Robert Kenny

Joel Bryant-President  
Ronald Johansen-Vice President  
Jonathan Michaelson

Cheryl Morgan  
Stephen Smith  
Joe Young

**CALL TO ORDER-** (6:32 P.M.)

**PLEDGE OF ALLEGIANCE PLEDGE OF ALLEGIANCE-** (6:32 P.M.)

**ROLL CALL-** (6:33 P.M.) Directors Present: Bryant, Johansen, Michaelson, Morgan Smith, Young  
Directors Absent: Bouillon, Cooper, Kenny

**PUBLIC COMMENTS--** (6:33 P.M.)

*There were two (2) Public Speakers – Mark Whitlock, Gil Guerrero*

Director Kenny arrived (6:37)

**CONSENT CALENDAR -** (6:38P.M.)

**C.1** Approve minutes from September 9, 2013 Regular Board of Directors Meeting.

**Motion by: Director Smith to approve Consent Calendar Item C.1**

**Second by: Director Young**

**Vote: Motion carried 7:0**

**PUBLIC HEARINGS**

NONE

## **DISCUSSION ITEMS**

**D.1** Discuss Cost Recovery Billing for Certain District Services.  
(6:39P.M.)

*There was no Public Speaker –*

Direction given to staff to continue work on the Cost Recovery Billing for Certain District Services

**D.2** Receive Presentation from Ad Hoc Committee on Service Models  
(7:08 P.M.)

*There was one (1) Public Speaker – James Mathers*

Director Young gave a presentation on the Housing Crisis & Budget Impacts to ECCFPD Fire Service Models.

**D.3** Receive Operational Update for September 2013  
(7:42P.M.)

*There was one (1) Public Speaker – Gil Guerrero*

**D.4** Receive Presentation on Prohibition Against Use of Public Resources for Political Campaigns  
(7:52 P.M.)

*There was one (1) Public Speaker – Gil Guerrero*

Shayna van Hoften from Hanson Bridgett LLP gave a presentation on Prohibition against Use of Public Resources for Political Campaigns

**D.5** Create Ad Hoc Advisory Committee to Consider Performance Evaluation of the Fire Chief  
(8:22 P.M.)

*There was one (1) Public Speaker – Dan Baio*

## **INFORMATIONAL STAFF REPORTS**

NONE

## **DIRECTORS' COMMENTS - (8:33 P.M.)**

President Bryant – Thanked all the Fire personnel on the excellent job.

Director Smith – Would like to reach out to the Republican Party to engage in the process.  
Stated that he would like the Board to receive a copy of any press reports regarding the District.

**INFORMATIONAL REPORTS AND REQUESTS FOR FUTURE AGENDA ITEMS FROM BOARD MEMBERS - (8:36 P.M.)**

**ADJOURN TO THE NEXT REGULAR BOARD MEETING SCHEDULED: November 4, 2013 (8:36P.M.)**

**Motion by: Director Bryant to adjourn to the next Board meeting, November 4, 2013  
Vote Motion carried 7:0**



# County Supervisor Mary Nejedly Piepho, District III

## CONTRA COSTA COUNTY BOARD OF SUPERVISORS

October 28, 2013  
Town of Discovery Bay  
Received

OCT 31 2013

### COMMITTEES

- Legislation Committee, Vice Chair
- Transportation Water and Infrastructure Committee, Vice Chair
- Contra Costa Regional Medical Center, Joint Conference Committee and Professional Affairs Committee, Chair
- Sacramento-San Joaquin Delta Conservancy
- Airport Committee, Vice Chair
- Delta Counties Coalition, Founder
- Delta Protection Commission
- Local Agency Formation Commission
- East Bay Economic Development Alliance
- Dougherty Valley Oversight Committee
- Bay Area Air Quality Management District
- Eastern Contra Costa Transit Authority
- East Contra Costa Regional Fee and Finance Authority
- eBART Partnership Policy Advisory Committee
- San Joaquin Valley Rail Committee
- State Route 4 Bypass Authority
- TRANSPAN, East County Transportation Planning
- East Contra Costa County Habitat Conservation Plan, Executive Governing Board

### SERVING AS ALTERNATE

- Contra Costa Transportation Authority
- Association of Bay Area Governments
- East County Water Management Association
- Mental Health Commission
- City-County Relations Committee

Mark Simon, President  
Town of Discovery Bay Community Services District  
1800 Willow Road  
Discovery Bay, CA 94505

Dear President Simon and Directors,

At the October 14<sup>th</sup> Discovery Bay P-6 Zone Citizen Advisory Committee (DB P-6 Zone CAC) discussion continued regarding funding for the Byron Union School District (BUSD) School Resource Officer (SRO) position for the 13/14 school year.

At this time funding for the BUSD SRO will end on December 31, 2013. A request has been made for Sheriff Livingston to attend a meeting of the DB P-6 Zone CAC to discuss the possible continuance of funding for the position through the end of the 13/14 school year.

Town of Discovery Bay Community Services District (DBCSD) Director Bill Pease, who was in attendance at the meeting, suggested that the DB P-6 Zone CAC Committee contact the DBCSD for engagement on the current funding matter for the BUSD SRO. In response to Director Pease's comments, the DB P-6 Zone CAC members requested my office send a letter to your board on the matter.

The next DB P-6 Zone CAC meeting is currently not scheduled but my staff will be sure to inform your board if such a date is set.

Please feel free to contact me at (925) 252-4500 if I can be of any assistance.

As always, it is my honor to work with you in service to the citizens of Contra Costa County.

Sincerely,

MARY NEJEDLY PIEPHO  
County Supervisor, District III

Cc: Dannica Earl, Chair, DB P-6 CAC  
Lt. Alan Johnson, Contra Costa County Sheriff's Office  
3361 Walnut Boulevard, Suite 140, Brentwood, CA 94513

**DRAFT**



**CONTRA COSTA COUNTY  
AVIATION ADVISORY COMMITTEE  
MINUTES OF MEETING  
October 10, 2013**

- MEETING CALLED:** Chair Mike Bruno called the meeting to order at 10:00 a.m. at the Director of Airport's Office.
- PRESENT:** **Mike Bruno, Chair**, CCC Airports Business Association  
**Janet Kaiser**, Diablo Valley College  
**Keith Freitas McMahon**, City of Concord  
**Derek Mims**, City of Pleasant Hill  
**Rudi Raab**, District I  
**Ronald Reagan**, District III  
**Rich Spatz**, At Large 2  
**Russell Roe**, District II  
**Tom Weber, Vice Chair**, District IV  
**Ed Young, Secretary**, At-Large 1
- ABSENT:** None
- STAFF:** Keith Freitas, Director of Airports  
Julie Conti, Airport Staff
- OPENING COMMENTS  
BY CHAIR** Scott Newman, a tenant, is working with Rabobank, APEX hangars, reported that he is interested in helping to promote aviation at Buchanan Field Airport (Airport). He asked those in attendance to meet with him after the meeting for ideas on how the APEX hangars can better contribute to the Airport.
- PUBLIC COMMENT  
PERIOD:** None
- APPROVAL OF  
MINUTES:** **Moved by Tom Weber; seconded by Rich Spatz. Approved unanimously. Keith McMahon abstained.**
- APPROVAL OF  
CONSENT ITEMS:** **Moved by Tom Weber; seconded by Derek Mims. Approved unanimously.**

## PRESENTATION/SPECIAL REPORTS:

- A. Aviation Advisory Committee (AAC) Tenant Recognition Award Presentation – Moved to the November meeting.
- B. Travis Air Force Base (Travis) Mid-Air Collision Discussion –
  1. Keith Freitas reported that every couple years Travis contacts Airport staff to help circulate Travis Mid-Air Collisions information to the pilots due to the proximity between Buchanan Field, Byron Airport and Travis airspace.
  2. Major Jesse Riordan from the Wings Safety Office reported:
    - The main objective is to keep lines of communication open between local pilots and Travis to keep everyone informed into what is happening in their airspace.
      - a. Mid-Air Collision Avoidance pamphlets were made available.
      - b. It is important to get the pamphlets out to local pilots and anywhere local aircraft owners may need that information; it has been posted on the Airport's website.
    - There have been major changes at Travis this year. One of the most important being that they have three runways open this year including an assault strip.
    - Tactical training which was performed in Washington State is now being performed at Travis, which has increased the C-17 tactical training within the approach area.
    - Another issue to be aware of is, as more windmills are being built it will negatively impact the ability for radar controllers to pick up smaller aircraft in the vicinity so radio communication to the tower is important.
  3. Sergeant Gil McGinn stated:
    - Communication on the frequency will improve Travis controller's service, especially in keeping the private aircraft away from the military aircraft.

## DISCUSSION/ACTION ITEMS:

a. **Items Pulled from Consent**

None

b. **East Ramp Hangar Painting Project**

Mike Bruno stated that he had requested that this item be added to the agenda because he represents the businesses and tenants on the field.

1. Tenants were unable to get questions answered during the process; they are quite unhappy and want to know what happened.

Keith Freitas gave a brief history on the painting project.

1. Late last year Airport staff started working with Capital Projects to repaint five (5) rows of hangars on the East Ramp, the maintenance hangar and emergency generator shed; seven (7) buildings total.
  - County process requires using the Capital Projects Division to manage such projects.

Steve Jordan, Capital Projects at Public Works introduced himself.

1. The project went out for formal bid as the project was expected to cost more than \$45,000; formal bid level requirement by the County.
2. Approximately eleven bids were received.
3. The lowest two (2) bidders did not satisfy certain aspects of the contract specifications and the third lowest bidder was awarded the contract.
4. A Notice to Proceed was given to the contractor in August.
5. The contractor did not agree with some of the specifications and, after many meetings, the contractor agreed not to do the project.
  - Capital Projects will be going before the Board of Supervisors to terminate the contract.

Les Richardson stated the contractor and sub-contractor had issues with the building preparation.

1. The paint contains lead that has to be abated in a proper and legal fashion.
  - The contractor and County disagreed as to what the specification required.
2. Decision was made to terminate the contract.

The AAC expressed their irritation over the way the project was handled.

1. It appears the specifications were not clear enough as was established by the range of bids and by the issues between the contractor and Capital Projects.
  - Confusion existed over what would be considered “as necessary” to abate the lead paint and what would be proper preparation to keep the failed paint from preventing the new paint from adhering.
    - a. Capital Projects staff interpreted the specification to mean taking all the paint off to the metal; which was what they considered “as necessary”.
      - 1) Russ Roe, a hazardous certified abatement contractor, commented that complete removal was only one accepted method of lead abatement with another being painting over the existing lead paint. Unless the specification specifically stated “removal to bare metal” there would be several different accepted methods of mitigation.
2. Not enough management oversight of the project.
  - The consultant who wrote the specifications should have been directed to perform testing to determine the depth of work prior to the bid specifications being released for bid.
    - a. Testing of the current paint conditions was not performed until after the contract had been awarded.
  - Investigations should have taken place to determine why there was such a wide range in bids.
    - a. The third lowest bid was \$165,000 and the highest bid came in around \$645,000.
      - 1) Determination should have been made as to how each bidder was interpreting the specification.
  - Before the contract was awarded to the third lowest bidder it should have been clear as to how the contractor was going to proceed to ensure there was no miscommunication on how the specifications were interpreted.
  - A project schedule should have been submitted by the contractor at the time the Notice to Proceed was issued so tenants could plan.

3. Tenants were relocated and inconvenienced for a project that was never moving forward.
  - There were several conversations with the contractor and the disagreement over how the contract should be fulfilled had not been resolved before tenants were asked to relocate since tenants had to be given 30 days notice.
  - The Notice to Proceed should not have been issued while there were still issues.
    - a. Tenants would not have had to relocate until the project was ready to move forward.
  - The tenants are our customers and need to be treated that way; it was bad public relations to move them before all issues had been resolved.
4. Costs incurred and paid by the Airport for a project that was not moving forward.
  - To date, approximately \$60,000 was paid to Capital Projects and their consultant to develop the specifications.
    - a. Since the Airport generates their own income through rents, the Airport does not have \$60,000 to just waste.
  - Recourse should be taken against the consultant who wrote the specifications as they were unclear and incomplete.
    - a. Airport staff has contacted County Counsel to discuss the project and possible cost of legal fees.
5. Lack of communication on this project compared to the multi-million dollar runway project.
  - For the runway project, Airport staff knew months in advance what was happening and when, but Airport staff and tenants received little information with regard to the painting project even days before the tenants were to be moved.
  - Tenants were upset they were not getting their questions answered.
    - a. Mike Bruno commented that he had asked several questions over a period of time but there were few answers.
6. Procedure needs to be developed so that this issue does not happen again.
  - Airport staff had used outside consultants who have experience in dealing with airports on prior projects but, due to the nature of the painting project, County policy required that Capital Projects to oversee the project.
    - a. The Airport has a pool of airport consultants which should be incorporated into the County process for future projects.
  - The AAC would like additional processes added to the County policy.
7. This item to be added to the next AAC Agenda for further discussion.
8. Russ Roe requested a copy of the project specifications and Mike Bruno asked Russ to give his professional opinion on the specifications at the next meeting.

**c. How Buchanan Field Fits Into the Bay Area Airport System**

Keith Freitas reported that this was a carryover meeting item requested by Keith McMahan.

Keith McMahan stated that the subject was large enough that it should be discussed at a separate meeting and should be rescheduled.

1. Items to be discussed would be:
  - a. Overview of the Transportation Plan of the Bay Area
    - 1) This may impact future investment decisions for the Airport.

- 2) Maintaining the Part 139 Certificate.
- 3) How the Airport fits into Plan.

Russ Roe commented that there had been discussions in the past about being designated as a reliever airport for the Bay Area and what the expectations were but that it should be discussed again as it has been several years.

**d. AAC Appointment Terms**

Tom Weber reported that the At-Large Position term expires the end of February 2014; position currently held by Rich Spatz. The process for filling the position has changed; the AAC previously held interviews and then made a recommendation to the Internal Operations Committee (IOC). The new process has applicants being interviewed directly by IOC. Airport staff issued a press release to solicit for the position and will schedule applicant interviews at the November or December IOC Meeting. A recommendation will then go to the full Board of Supervisors for approval sometime in January or February.

Tom reported that there is a vacancy for the District V position and the Supervisor's office is working to fill it. The District IV position, that he holds, is also expiring the end of February; he will be working with Cliff Glickman and Supervisor Mitchoff to determine if they want to reappoint him or if they will be looking for a new representative. Members were asked to check their appointment expirations and to get with their appointing bodies to discuss reappointment as they only have 60 days to hold over.

**e. Triennial Advisory Review**

Mike Bruno reported that the Board of Supervisors requires advisory bodies complete a review every three (3) years. The review includes information on what the committee does, who the target audience is and what the committee's achievements and failures are. The AAC Officer's worked with Airport staff and the review has been submitted.

**f. Aviation Museum at Buchanan Field**

Keith Freitas stated that Airport staff has been approached by the owner of the Huey helicopter, which is based at Concord Jet, to discuss developing an Aviation Museum here at Buchanan Field. Airport staff has not received a lot of detail or any specific plans, which have been requested. The individual is interested in discussing his ideas with the AAC.

## **UPDATES/ANNOUNCEMENTS**

**a. Airport Committee Update**

Tom Weber reported that the Airport Committee (Committee) met about two weeks ago and it was relatively uneventful. The Committee was meeting quarterly but they may move meetings to a semi-annual basis or as needed.

**b. What is happening at Buchanan Field & Byron Airports/Other Airports**

Ronald Reagan reported that the Route 239 issue presentation was very informative and the presentation by the Patriot Jet Team was really good.

Ronald Reagan further reported that Keith Freitas and Beth Lee had given Assemblyman Jim Frazier and him an airport tour. Assemblyman Frazier had never been to the Byron Airport but was very impressed. There is a strong chance that the Assemblyman could be appointed to the State Transportation Committee which could possibly give him some access to funding that may be able to get the road extended from Armstrong Rd. to Vasco Rd. providing better access to the Airport.

**c. Update from Airport Business Association**

Mike Bruno reported that business for Sterling has increased. October has been a very productive month, which is usually slow, and Sterling is looking to add more staff.

**d. AAC Announcements**

None

**e. Airport Staff Announcements**

None

**FUTURE AGENDA ITEMS**

Noise complaints for more discussion

Part 150 Noise Study – 10 Noise Abatement Items

Painting Project

AAC Tenant Recognition Award

**ADJOURNMENT:** The meeting was adjourned by the Chair at 11:30 a.m.



No Back Up  
Documentation  
For Agenda Item # N-1



No Back Up  
Documentation  
For Agenda Item # 0