

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

**KAREN MITCHOFF**, *CHAIR*, 4th DISTRICT  
**JOHN GIOIA**, *VICE CHAIR* 1st DISTRICT  
**CANDACE ANDERSEN**, 2nd DISTRICT  
**MARY N. PIEPHO**, 3rd DISTRICT  
**FEDERAL D. GLOVER**, 5th DISTRICT

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

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES.  
A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR.

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

**AGENDA**  
**February 25, 2014**

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

Inspirational Thought- "True friendship is a plant of slow growth, and must undergo and withstand the shocks of adversity, before it is entitled to the appellation." ~ George Washington

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.95 on the following agenda)  
– Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Short Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

PRESENTATION honoring Judith Hayes, Librarian, for 30 years of service.  
(Kathy Middleton, Deputy County Librarian)

PRESENTATION to recognize the winners of the Contra Costa County "Poetry Out Loud" 2014 Competition. (Dyana Bhandari, Chair, AC5)

PRESENTATION honoring efforts to bridge the digital divide and expand wireless communication in Contra Costa County, including the work of the Building Blocks for Kids Collaborative in Richmond. (Supervisor Gioia)

**DISCUSSION ITEMS:**

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

**D.2** CONSIDER accepting report on operations at the Keller Canyon Landfill as pertains to the action currently under consideration by the Central Contra Costa Solid Waste Authority regarding hauling and recycling services. (Catherine Kutsuris, Director, Conservation and Development and Marilyn Underwood, Environmental Health Director)

**D.3** CONSIDER accepting actuarial valuation of future annual costs of potential changes to Retirement Benefits, changing the pension COLA for employees in various bargaining units who become members of the CCCERA on or after July 1, 2014, as provided by Buck Consultants. (Lisa Driscoll, County Administrator's Office)

**D.4** CONSIDER endorsing the Rise Together Initiative to cut poverty in half in the Bay Area by 2020 and accepting a report on the current assessment of poverty in Contra Costa County. (Supervisor John Gioia and Kathy Gallagher, Employment and Human Services Department Director)

**D.5** CONSIDER waiving the 180-day "sit out period" for Daniel Chan, Senior Social Service Systems Information Analyst, Employment and Human Services Department; and approving and authorizing the hiring of county retiree Daniel Chan as a temporary County employee for the period February 26, 2014 through February 25, 2015. (Kathy Gallagher, Employment and Human Services Director)

**D.6** CONSIDER accepting report regarding the mid-year status of the 2013/14 County Budget. (Lisa Driscoll, County Finance Director)

**9:30 A.M.**

**D.7** CONTINUED PUBLIC HEARING to consider appeal of the County Planning Commission decision to approve proposed wireless telecommunications facility located near 110 Ardmore Road in the Kensington area; and to consider related actions under the California Environmental Quality Act, County File #LP13-2020. (Kevin and Michelle Ferguson, and Laura Owen, Kellin Cooper, Krista Bessinger, Jon Sarlin, and David Kwett, Appellants) (AT&T, Applicant and Contra Costa County/Northern California Joint Pole Association, Owners) (William Nelson, Department of Conservation and Development)

**D. 8** PUBLIC COMMENT (2 Minutes/Speaker)

**D. 9** CONSIDER reports of Board members.



## **Closed Session**

### **A. CONFERENCE WITH LABOR NEGOTIATORS**

#### **1. Agency Negotiators: David Twa and Ted Cwiek.**

Employee Organizations: Contra Costa County Employees' Assn., Local No. 1; Am. Fed., State, County, & Mun. Empl., Locals 512 and 2700; Calif. Nurses Assn.; Service Empl. Int'l Union, Local 1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service Empl. Int'l Union United Health Care Workers West; Contra Costa County Defenders Assn.; Probation Peace Officers Assn. of Contra Costa County; Contra Costa County Deputy District Attorneys' Assn.; and Prof. & Tech. Engineers, Local 21, AFL-CIO.

#### **2. Agency Negotiators: David Twa and Ted Cwiek.**

Unrepresented Employees: All unrepresented employees.

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

#### **1. Pride v. Contra Costa County, USDC, Northern District, Case No. C13-4158 EDL (NC).**

#### **2. G.F. et al. v. Contra Costa County, et al., USDC, Northern District, Case No. C 13-03667 MEJ**

ADJOURN in memory of

*Hazel Sturm,*

Former Executive Director of the Contra Costa Convention and Visitors Bureau

## **CONSENT ITEMS**

### **Road and Transportation**

**C. 1** ADOPT Resolution No. 2014/57 approving and authorizing the Public Works Director, or designee, to partially close a portion of Willow Pass Road between Marin Avenue and Manor Drive, on May 26, 2014 from 10:00 a.m. through 11:00 a.m., for the purpose of the Bay Point Memorial Day Parade, Bay Point area. (No fiscal impact)

**C. 2** ADOPT Traffic Resolution No. 2014/4404 to prohibit parking between 7:00 a.m. and 3:00 p.m. on school days on the west side of Rolph Avenue, and prohibit parking of vehicles 6 feet or higher, or 20 feet or longer, at all times on both sides of Rolph Avenue; and RESCIND Traffic Resolution No. 1969/1612, as recommended by the Public Works Director, Crockett area. (No fiscal impact)

- C. 3** ADOPT Traffic Resolution No. 2014/4405 to establish speed limits on Cummings Skyway, and RESCIND Traffic Resolution Nos. 1971/1730 and 2003/4014, as recommended by the Public Works Director, Crockett area. (No fiscal impact)
- C. 4** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Right of Way Contract for the property located at 5303 Riverside Avenue, San Pablo, CA; ACCEPT the Grant Deed from Cestmir Herstus and Mary Catherine McGinley, Trustees of the Cestmir Herstus and Mary Catherine McGinley 1999 Revocable Trust and APPROVE payment in the amount of \$285,000, in connection with the I-80/San Pablo Dam Road Interchange Project-Phase 1. (100% Contra Costa Transportation Authority Funds)
- C. 5** APPROVE the Stone Valley Road Bike Lane Gap Closure Project and related actions under the California Environmental Quality Act, and AUTHORIZE the Public Works Director, or designee, to advertise the project, Alamo area. (62% Transportation for Livable Communities Grant; 38% Alamo Area of Benefit Funds)
- C. 6** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with Quincy Engineering, Inc., in an amount not to exceed \$227,000, for professional engineering services for the Canal Road Sidewalk and Bike Lane Project, for the period of February 25, 2014 through acceptance of the completed project by the Board of Supervisors, Bay Point area. (59% Federal Congestion Mitigation and Air Quality Funds; 26% State Safe Routes to School Funds; 15% Local Road Funds)

### **Engineering Services**

- C. 7** ADOPT Resolution No. 2014/59 accepting completion of the warranty period for the Subdivision Agreement and release of cash deposit for faithful performance for subdivision SD89-07410, for a project developed by R&J Construction, Inc., as recommended by the Public Works Director, Pleasant Hill area. (100% Developer Fees)
- C. 8** ADOPT Resolution No. 2014/60 approving the second extension of the Subdivision Agreement for subdivision SD04-08820, for a project being developed by Geoghegan Homes and Management, as recommended by the Public Works Director, El Sobrante area. (No fiscal impact)

### **Special Districts & County Airports**

- C. 9** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Contract Amendment No. 1 with HS Operating Services, LLC, effective January 1, 2014, to increase the payment limit by \$100,000 to a new payment limit of \$250,000, to provide ongoing operation and maintenance services of the sanitation system in Sanitation District No. 6, with no change in the original term of October 1, 2011 through September 30, 2014, Martinez area. (100% Sanitation District No. 6 Funds)
- C. 10** AUTHORIZE the Public Works Director to work with the City of Pleasant Hill on the disposition of County properties in the South Pleasant Hill area. (100% Sale of Property)
- C. 11** APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, on behalf of the Contra Costa Clean Water Program, to execute a contract amendment with ADH Technical Services, Inc., to increase the payment limit by \$220,000 to a new payment limit of \$1,515,000, for continuing compliance with mandated federal and state stormwater rules contained in National Pollutant Discharge Elimination System Permits issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, with no change in the original term of August 1, 2011 through June 30, 2014, Countywide. (100% Cities and County Stormwater Utility Fee Assessments)
- C. 12** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Western Air Logistics LLC, for a T-hangar at Buchanan Field Airport effective February 14, 2014 in the monthly amount of \$383.74. (100% Airport Enterprise Fund)

### **Claims, Collections & Litigation**

- C. 13** RECEIVE report concerning personal property loss of County employee family: Jeri Noble and AUTHORIZE payment from the Liability Internal Service Fund in the amount of \$609. (100% Liability Internal Service Fund)
- C. 14** DENY claims from Mayrdawna Davis, Mary Gerrard, John Muir Health (John Muir Behavioral), Yvonne Palmore, Myrna Rodriguez, and Judith Royce; and the application to file late claim by Willie Clay II.
- C. 15** RECEIVE report concerning the final settlement of Derek Henry vs. Contra Costa County Sheriff's Department; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$260,000, as recommended by the Risk Manager. (100% Workers' Compensation Internal Service Fund)

- C. 16 RECEIVE report concerning the final settlement of Kathleen J. Parker vs. County of Contra Costa; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$142,500, as recommended by the Risk Manager. (100% Workers' Compensation Internal Service Fund)
- C. 17 APPROVE and AUTHORIZE the Health Services Department Director, or designee, on behalf of the County, to submit claim forms and participate in the second partial settlement of *In re: Plasma-Derivative Protein Therapies Antitrust Litigation*, U.S. District Court for the Northern District of Illinois Case No. 09-CV-7666, as recommended by the Health Services Director.

### **Statutory Actions**

- C. 18 APPROVE Board meeting minutes for January 2014, as on file with the Office of the Clerk of the Board.

### **Honors & Proclamations**

- C. 19 ADOPT Resolution No. 2014/40 honoring Judith Hayes, Librarian, for 30 years of service to Contra Costa County, as recommended by the County Librarian.
- C. 20 PRESENTATION to recognize the winners of the Contra Costa County "Poetry Out Loud" 2014 Competition. (Dyana Bhandari, Chair, AC5)
- C. 21 ADOPT Resolution No. 2014/62 recognizing Youth-to-Youth at their 20th Anniversary, as recommended by Supervisor Andersen.
- C. 22 ADOPT Resolution No. 2014/66 honoring efforts to bridge the digital divide and expand wireless communication in Contra Costa County, including the work of the Building Blocks for Kids Collaborative in Richmond.

### **Appointments & Resignations**

- C. 23 REAPPOINT Rudolph Raab to the District 1 seat on the Aviation Advisory Committee, as recommended by Supervisor Gioia.
- C. 24 APPOINT Texanita Bluitt to the Emergency Medical Care Committee District 1 seat, as recommended by Supervisor Gioia.
- C. 25 APPOINT Chris Learned to the Iron Horse Corridor Management Advisory Committee representing the City of Pleasant Hill, as recommended by Supervisor Mitchoff.

- C. 26** RATIFY the reappointment of Marina Ramos to the County Service Area R-10 Citizens Advisory Committee; ACCEPT the resignation of Marina Ramos effective immediately; DECLARE a vacancy in the Appointee 3 seat; and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Glover.
- C. 27** REAPPOINT Paul Eykamp, Stewart Proctor and Gregory Wiener, and APPOINT David Hudson and Harry Sachs to the Iron Horse Corridor Management Program Advisory Committee, as recommended by Supervisor Andersen.
- C. 28** REAPPOINT Thomas Weber to the District IV seat on the Aviation Advisory Committee, as recommended by Supervisor Mitchoff.
- C. 29** ACCEPT resignation of Brenda King-Randle from the Workforce Development Board, DECLARE a vacancy in the Education No. 1 seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Department Director.
- C. 30** ACCEPT resignation of Jeffrey Hudson from the Workforce Development Board, DECLARE a vacancy in Business No. 12 seat, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Department Director.
- C. 31** ACCEPT resignations, DECLARE vacant Seat C6 – Private Provider Field Paramedic primary, Seat C6 – Private Provider Field Paramedic alternate, C2 - Air Medical Transportation Provider primary, on the Emergency Medical Care Committee, and DIRECT the Clerk of the Board to post these vacancies as recommended by the Health Services Director.
- C. 32** APPOINT Andrew Bryant to the Iron Horse Corridor Management Advisory Committee representing District IV as recommended by Supervisor Mitchoff.
- C. 33** APPROVE new medical staff member Rawel Randhawa, M.D., Internal Medicine, as recommended by the Health Services Director.
- C. 34** APPOINT Susan Heckly to the Integrated Pest Management Committee as the Public Member representative from the County Fish and Wildlife Committee, as recommended by the County Fish and Wildlife Committee.
- C. 35** APPOINT Karin Kauzer to At-Large 1 seat on the Family and Children's Trust Committee, as recommended by the County Administrator.

### **Personnel Actions**

- C. 36** ADOPT Position Adjustment Resolution No. 21414 to add one Information Systems Programmer/Analyst I (represented) position in the Department of Information Technology. (Cost recovered from user charges)

- C. 37** ADOPT Position Resolution No. 21421 to add one Registered Nurse-Experienced Level position (represented) and cancel one Utilization Review Coordinator position (represented) in the Health Services Department. (100% Member Premiums)
- C. 38** ADOPT Position Adjustment Resolution No. 21425 to increase the hours of eleven positions in the Health Services Department. (100% Enterprise Fund I)

### **Leases**

- C. 39** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Lease with Ambrose Recreation and Park District for a term beginning January 1, 2014 and ending December 31, 2016, for approximately 5,193 square feet of office space located at 3105 Willow Pass Road, Bay Point, as requested by the Employment and Human Services Department. (80% Federal and State Funds; 20% General Fund)
- C. 40** ACCEPT notice of termination from Motorola Solutions, Inc., and AUTHORIZE the County Administrator, or designee, to terminate the County's Site Access and Use Agreement with Motorola, related to the construction and maintenance of the Bay Area Wireless Enhanced Broadband system, a public safety project of the Bay Area Regional Interoperable Communications System Joint Powers Authority. (No Fiscal Impact)

### **Grants & Contracts**

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

- C. 41** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with the City of Hercules for an indefinite term, to provide building inspection and planning services and to collect building permit fees and cost reimbursement from the City of Hercules to offset the cost of providing such services. (100% cost reimbursement from the City of Hercules)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract from Kaiser Foundation Hospitals, to pay the County an amount not to exceed \$18,000 for the East County Healthy Planning School Project, for the period July 1, 2013 through June 30, 2014. (No County match)
- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the State of California, Department of Health Care Services, effective January 1, 2014, to make technical adjustments and add capitation rates with no change in the original payment limit of \$317,472,000 or term through December 31, 2014 for provision of Medi-Cal Managed Care services. (No County match)

- C. 44 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, Nutrition Education and Obesity Prevention Program, to pay the County an amount not to exceed \$3,754,665 for the County's "Nutrition and Physical Activity Promotion" Project, for the period October 1, 2013 through September 30, 2016. (No County match)
- C. 45 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the National Association of County and City Health Officials, to pay the County an amount not to exceed \$3,500 for the Contra Costa Medical Reserve Corps Non-Competitive Capacity Building Grant Project, for the period December 30, 2013 through July 31, 2014. (No County match)
- C. 46 APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with the State of California, California Arts Council, to increase the amount payable to the County by \$250 to a new payment limit of \$10,000 to provide advocacy for the advancement of the arts in Contra Costa County, with no change in the term of October 1, 2013 through September 30, 2014. (No County match)

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

- C. 47 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute required legal documents to provide \$1,440,000 in HOME Investment Partnerships Act and \$750,000 in Housing Opportunities for Persons with HIV/AIDs funds to Ohlone Gardens L.P., a California limited partnership, for the Ohlone Gardens Apartment project in El Cerrito; and ADOPT related California Environmental Quality Act findings. (100% federal funds).
- C. 48 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Contract Novation and Amendment Agreement with Nomad Ecology (Contractor), to change the Contractor's form of business entity, and add one additional sub-contractor, with no change in the original payment limit of \$500,000 or the term of March 15, 2012 through February 28, 2015, Countywide. (48% Contra Costa County Flood Control & Water Conservation District Funds; 48% Local Road Funds; 4% Airport Project Funds)
- C. 49 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute required legal documents to provide \$227,000 in Community Development Block Grant funds to Bella Monte Apartments, L.P., a California limited partnership, for the Bella Monte Apartments Project in the Bay Point area. (100% Federal funds)

- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bassem Said, M.D., in an amount not to exceed \$150,000 to provide professional Otolaryngology services to Contra Costa Health Plan members for the period February 1, 2014 through January 31, 2016. (100% by Contra Costa Health Plan member premiums)
- C. 51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with BHC Heritage Oaks Hospital, Inc., for its Heritage Oaks Hospital, including modified indemnification language, in an amount not to exceed \$250,000 to provide inpatient psychiatric hospital services for the period July 1, 2013 through June 30, 2014. (100% Mental Health Realignment)
- C. 52** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Valerie Gulyash in an amount not to exceed \$140,000 to provide consultation and technical assistance to the department with regard to the Keane Chargemaster Billing and EPIC Electronic Medical Record Systems used at Contra Costa Regional Medical Center, for the period January 1 through December 31, 2014. (100% Enterprise Fund I)
- C. 53** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Chief Information Officer, purchase orders with Dell, Computerland of Silicon Valley, R-Computer, and Integrated Archive Systems, and a third-party lease agreement with IBM Global Finance in an amount not to exceed \$804,531, for the purchase of hardware required to maintain the County's wide area network, for the period April 1, 2014 through March 31, 2016, as recommended by the Public Works Director. (100% Department User Fees)
- C. 54** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Chief Information Officer, purchase orders with Integrated Archive Systems Inc., SSP Data Products, R-Computer, and a third-party lease agreement with IBM Global Finance in an amount not to exceed \$379,131, for the purchase of network and telephone systems equipment, software and support, for the period April 1, 2014 through March 1, 2018, as recommended by the Public Works Director. (100% Department User Fees)
- C. 55** APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Chief Information Officer, purchase orders with Medtel Services, LLC, and a third-party lease agreement with IBM Global Finance in an amount not to exceed \$721,575, for the purchase of two new telephone systems and expansion shelves, for the period April 1, 2014 through March 31, 2018, as recommended by the Public Works Director. (100% Department User Fees)
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Jeffrey Saadi, M.D., effective December 1, 2013, to modify language in the payment provisions and service plan to reflect the intent of the parties regarding shifts, for continuation of professional anesthesiology services at Contra Costa Regional Medical and Health Centers, with no change in payment limit of \$1,200,000 or in the original term of October



1, 2013 through September 30, 2016. (100% Enterprise Fund I)

- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Vasanta Venkat Giri, M.D., in an amount not to exceed \$267,040 to provide professional outpatient psychiatric services at County Mental Health Clinics for the period February 1, 2014 through January 31, 2015. (16% Mental Health Services Act; 84% Mental Health Realignment)
- C. 58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ronald L. Leon, M.D. (dba East County Mental Health Associates), in an amount not to exceed \$174,720 to provide professional outpatient psychiatric services for mentally ill adults in East County for the period April 1, 2014 through March 31, 2015. (100% Mental Health Realignment)
- C. 59** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, a contract with Michael Fidler, M.D., in an amount not to exceed \$116,480 to provide professional outpatient psychiatric services for mentally ill adults in West County for the period April 1, 2014 through March 31, 2015. (100% Mental Health Realignment)
- C. 60** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order amendment with KCI USA, Inc., to increase the payment limit by \$200,000 to a new payment limit of \$299,000 for canisters, dressings, drapes, and other medical supplies for Contra Costa Regional Medical and Health Centers for the period October 1, 2013 through September 30, 2014. (100% Enterprise Fund I)
- C. 61** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with LTP CarePro, Inc. (dba Pleasant Hill Manor), in an amount not to exceed \$192,000 to provide augmented board and care services for County-referred mentally disordered clients for the period February 1, 2014 through January 31, 2015. (84% Mental Health Realignment, 16% by Mental Health Services Administration Housing funds)
- C. 62** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Toyon Associates, Inc., in an amount not to exceed \$250,000 to provide consultation and technical assistance with regard to healthcare financial issues, for the period January 1, 2014 through December 31, 2015, (100% Enterprise Fund I)
- C. 63** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order amendment with Beckman Coulter, Inc., to increase the payment limit by \$70,000 to a new payment limit of \$1,020,000, for reagents and supplies to perform chemistry testing and monthly meter billing in the laboratory at Contra Costa Regional Medical and Health Centers, for the period January 1 through December 31, 2013. (100% Enterprise Fund I)

- C. 64** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of Health Services Department, a purchase order with Abbott Laboratories in the amount of \$600,000 for reagents for patients at Contra Costa Regional Medical and Health Centers, for the period January 1, 2014 through December 30, 2015. (100% Enterprise Fund I)
- C. 65** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Robert Half International, Inc., in an amount not to exceed \$295,000 to provide temporary specialized consulting and computer programming support services to the Department's Health Services Information Technology Division, for the period January 1 through December 31, 2014. (100% Enterprise Fund I)
- C. 66** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Rainbow Community Center of Contra Costa County in an amount not to exceed \$420,187, to provide specialized behavioral health treatment services to members of the lesbian, gay, bisexual, transgender, queer and questioning community for the period July 1, 2013 through June 30, 2014, with a six-month automatic extension through December 31, 2014 in an amount not to exceed \$210,094. (40% Federal Financial Participation; 40% Mental Health Service Act (MHSA); 20% MHSA Community Services and Supports)
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sodexo America, LLC in an amount not to exceed \$385,105 to provide management and oversight of the Environmental Services Unit at Contra Costa Regional Medical and Health Centers for the period January 1 through December 31, 2014. (100% Enterprise Fund I)
- C. 68** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Per Diem Staffing Systems, Inc., in an amount not to exceed \$250,000 to provide temporary respiratory therapists at Contra Costa Regional Medical and Health Centers for the period February 1, 2014 through January 31, 2015. (100% Enterprise Fund I)
- C. 69** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Locumtenens.com., LLC, effective November 1, 2013, to increase the payment limit by \$150,000 to a new payment limit of \$450,000 and to add two new classifications of temporary hospitalists and nocturnists physician services at Contra Costa Regional Medical Center and Health Centers, with no change in the original term of March 1, 2013 through February 28, 2014. (100% Enterprise Fund I)

- C. 70** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia), in an amount not to exceed \$950,000 to provide outside clinical laboratory services for Contra Costa Regional Medical and Health Centers, for the period January 1 through December 31, 2014. (100% Enterprise Fund I)
- C. 71** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Crestwood Behavioral Health, Inc., including modified indemnification language, in an amount not to exceed \$1,326,585 to provide day treatment and mental health services to severely and persistently mentally ill adults for the period January 1 through December 31, 2014. (44% Federal Financial Participation, 26% State Mental Health Services Act, 30% Mental Health Realignment)
- C. 72** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mental Health Association of Alameda County in an amount not to exceed \$255,620 to provide a Patients' Rights Program, for the period January 1 through December 31, 2014. (100% Mental Health Realignment)
- C. 73** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Indu Talwar, M.D., in an amount not to exceed \$236,600 to provide professional psychiatric services for the period March 1, 2014 through February 28, 2015. (100% Mental Health Realignment)
- C. 74** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an contract amendment with the California Department of Public Health, effective July 1, 2013, to increase the amount payable to County by \$180,591 to a new total payment limit of \$1,554,889 for the Public Health Emergency Preparedness Comprehensive Program, Public Health Emergency Response, with no change in the term of July 1, 2013 through June 30, 2014. (No County match)
- C. 75** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Surtec, Inc., in the amount of \$160,000 to supply the County's detention facilities with custodial supplies/specialty products and janitorial equipment repair for the period March 1, 2014 through February 28, 2015. (100% General Fund)
- C. 76** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with GARDA CL WEST, Inc., in an amount not to exceed \$30,000 for armored transport services for the period February 1, 2014 through January 31, 2015, with an option to purchase up to an additional two (2) one year options-of-service. (100% County General Fund)

- C. 77** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, a purchase order with Allied Affiliated Funding in an amount not to exceed \$105,000 for the purchase of Medtel Arcata 2826 Dual Mode telephones. (100% Department User fees)

**Other Actions**

- C. 78** RECEIVE and ACCEPT the 2013 Annual Report from the Discovery Bay P-6 Zone Citizen Advisory Committee, as recommended by Supervisor Piepho.
- C. 79** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to reimburse the Superior Court in an amount up to \$150,000 for costs associated with upgrading security systems in various Contra Costa County Superior Court locations, as recommended by the Sheriff-Coroner. (100% Trial Court Security funds)
- C. 80** APPROVE the design and bid documents, including plans and specifications, for the improvements to the Tamalpais Unit at Old Juvenile Hall Project, 202 Glacier Drive, Martinez; and AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about April 3, 2014, and to issue bid addenda, as needed, for clarification of the contract bid documents, Countywide. (100% General Fund)
- C. 81** APPROVE and AUTHORIZE the allocations of \$2,123,723 in Community Development Block Grant funds; \$2,646,526 in HOME Investment Partnerships Act funds; and \$350,000 in Neighborhood Stabilization Program funds to support the construction of 216 units in four new affordable housing projects located in Antioch, Walnut Creek, El Cerrito, and Martinez, and three programs that will provide services to support 140 families with safe housing, as recommended by the Affordable Housing Finance Committee. (100% Federal funds)
- C. 82** APPROVE the allocation of \$650,000 in Housing Opportunities for Persons with HIV/AIDS funds to Satellite Affordable Housing Associates for the 85 unit Tabora Gardens affordable rental project in Antioch, as recommended by the Conservation and Development Director. (100% Federal Funds)
- C. 83** APPROVE and AUTHORIZE the allocation of \$300,000 in Summer Lake Affordable Housing trust funds to Satellite Affordable Housing Associates for the 85 unit Tabora Gardens affordable rental project in Antioch, as recommended by the Conservation and Development Director. (100% Summer Lake Trust Funds)
- C. 84** REFER to the Finance Committee of the Board of Supervisors a review of Visa credit card service fees under the Government and Higher Education Payment Program, and the applicability and impact of allowing other qualifying and interested County departments to pass payment service fees on to the public/customer, as recommended by the Treasurer Collector.

- C. 85** APPROVE and AUTHORIZE the process for the preparation of the FY 2015-19 Contra Costa Consortium Consolidated Plan for the use of Community Development Block Grant, HOME Investment Partnership, Emergency Solutions Grant, and Housing Opportunities for Persons with AIDS Program funds, as recommended by the Conservation and Development Director. (100% Federal funds)
- C. 86** ACCEPT the Fiscal Year 2013/14 Community Facilities District Administration Report on County of Contra Costa Community Facilities District No. 2001-1 (Norris Canyon), as recommended by the County Auditor-Controller. (No fiscal impact)
- C. 87** RECEIVE the 2013 Annual Report submitted by the Iron Horse Corridor Advisory Committee, as recommended by the Public Works Director, Concord, Pleasant Hill, Walnut Creek, Alamo, Danville and San Ramon areas. (No fiscal impact)
- C. 88** ACCEPT the January 2014 update on the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.
- C. 89** RE-TITLE the Workforce Development Board of Contra Costa County, Community Based Organization, Seat Number 3 to Veterans Services Organization Seat as recommended by the Employment and Human Service Director.
- C. 90** ACCEPT the 2013 Annual Report on the Integrated Pest Management (IPM) Program, as recommended by the Health Services Director.
- C. 91** APPROVE 2014-15 Head Start Selection Criteria and Recruitment Plan for the Community Services Bureau of the Employment & Human Services Department, as recommended by the Employment and Human Services Director.
- C. 92** ACCEPT and APPROVE Head Start Policy Council Bylaws for the Community Services Bureau of the Employment & Human Services Department, as recommended by the Employment and Human Services Director.
- C. 93** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to distribute the 2012-13 State Highway property rental revenue in the amount of \$234,147.11 to the County Road Fund and to eligible cities pursuant to the provisions of Section 104.10 of the Streets and Highways Code, as recommended by the County Auditor-Controller.
- C. 94** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)

## **Successor Agency to the Contra Costa County Redevelopment Agency**

- C. 95** Acting as the Governing Board to the Successor Agency of the Contra Costa County Redevelopment Agency, ADOPT Resolution No. 2014/58 approving an administrative budget and the Recognized Obligation Payment Schedule for the period July 1, 2014 through December 31, 2014 (ROPS 14-15A) and ADOPT related California Environmental Quality Act findings, as recommended by the Conservation and Development Director. (100% Redevelopment Property Tax Trust Fund)

### **GENERAL INFORMATION**

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

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

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

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

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

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

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

Applications for personal subscriptions to the weekly Board Agenda may be obtained by calling

the Office of the Clerk of the Board, (925) 335-1900. The weekly agenda may also be viewed on the County's Internet Web Page:

[www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us)

## STANDING COMMITTEES

The **Airport Committee** (Supervisors Karen Mitchoff and Mary N. Piepho) meets quarterly on the first Monday of the month at 1:00 p.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors Candace Andersen and Federal D. Glover) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

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

The **Internal Operations Committee** (Supervisors Candace Andersen and Karen Mitchoff) meets on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

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

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

Airports Committee	March 3, 2014	1:00 p.m.	See above
Family & Human Services Committee	March 10, 2014	1:00 p.m.	See above
Finance Committee	March 24, 2014	10:30 a.m.	See above

Hiring Outreach Oversight Committee	March 10, 2014	10:30 a.m.	See above
Internal Operations Committee	March 3, 2014 canceled March 17, 2014 special meeting	10:30 a.m.	See above
Legislation Committee	March 3, canceled		See above
Public Protection Committee	March 24, 2014	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	March 6, 2014	1:00 p.m.	See above

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

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

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

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

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

**AB** Assembly Bill  
**ABAG** Association of Bay Area Governments  
**ACA** Assembly Constitutional Amendment  
**ADA** Americans with Disabilities Act of 1990  
**AFSCME** American Federation of State County and Municipal Employees  
**AICP** American Institute of Certified Planners  
**AIDS** Acquired Immunodeficiency Syndrome  
**ALUC** Airport Land Use Commission  
**AOD** Alcohol and Other Drugs  
**ARRA** American Recovery & Reinvestment Act of 2009  
**BAAQMD** Bay Area Air Quality Management District  
**BART** Bay Area Rapid Transit District  
**BayRICS** Bay Area Regional Interoperable Communications System  
**BCDC** Bay Conservation & Development Commission  
**BGO** Better Government Ordinance  
**BOS** Board of Supervisors  
**CALTRANS** California Department of Transportation  
**CalWIN** California Works Information Network  
**CalWORKS** California Work Opportunity and Responsibility to Kids  
**CAER** Community Awareness Emergency Response  
**CAO** County Administrative Officer or Office  
**CCCPCD** (ConFire) Contra Costa County Fire Protection District  
**CCHP** Contra Costa Health Plan  
**CCTA** Contra Costa Transportation Authority  
**CCRMC** Contra Costa Regional Medical Center  
**CCWD** Contra Costa Water District  
**CDBG** Community Development Block Grant  
**CFDA** Catalog of Federal Domestic Assistance  
**CEQA** California Environmental Quality Act  
**CIO** Chief Information Officer  
**COLA** Cost of living adjustment  
**ConFire** (CCCPCD) Contra Costa County Fire Protection District  
**CPA** Certified Public Accountant  
**CPI** Consumer Price Index  
**CSA** County Service Area  
**CSAC** California State Association of Counties  
**CTC** California Transportation Commission  
**dba** doing business as  
**DSRIP** Delivery System Reform Incentive Program  
**EBMUD** East Bay Municipal Utility District  
**ECCPCD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSTD** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)



**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Syndrome  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development  
**IHSS** In-Home Supportive Services  
**Inc.** Incorporated  
**IOC** Internal Operations Committee  
**ISO** Industrial Safety Ordinance  
**JPA** Joint (exercise of) Powers Authority or Agreement  
**Lamorinda** Lafayette-Moraga-Orinda Area  
**LAFCo** Local Agency Formation Commission  
**LLC** Limited Liability Company  
**LLP** Limited Liability Partnership  
**Local 1** Public Employees Union Local 1  
**LVN** Licensed Vocational Nurse  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**M.D.** Medical Doctor  
**M.F.T.** Marriage and Family Therapist  
**MIS** Management Information System  
**MOE** Maintenance of Effort  
**MOU** Memorandum of Understanding  
**MTC** Metropolitan Transportation Commission  
**NACo** National Association of Counties  
**NEPA** National Environmental Policy Act  
**OB-GYN** Obstetrics and Gynecology  
**O.D.** Doctor of Optometry  
**OES-EOC** Office of Emergency Services-Emergency Operations Center  
**OPEB** Other Post Employment Benefits  
**OSHA** Occupational Safety and Health Administration  
**PARS** Public Agencies Retirement Services  
**PEPRA** Public Employees Pension Reform Act  
**Psy.D.** Doctor of Psychology  
**RDA** Redevelopment Agency  
**RFI** Request For Information  
**RFP** Request For Proposal  
**RFQ** Request For Qualifications  
**RN** Registered Nurse  
**SB** Senate Bill  
**SBE** Small Business Enterprise  
**SEIU** Service Employees International Union  
**SUASI** Super Urban Area Security Initiative  
**SWAT** Southwest Area Transportation Committee  
**TRANSPAC** Transportation Partnership & Cooperation (Central)  
**TRANSPLAN** Transportation Planning Committee (East County)  
**TRE** or **TTE** Trustee  
**TWIC** Transportation, Water and Infrastructure Committee  
**UASI** Urban Area Security Initiative  
**VA** Department of Veterans Affairs  
**vs.** versus (against)  
**WAN** Wide Area Network  
**WBE** Women Business Enterprise  
**WCCTAC** West Contra Costa Transportation Advisory Committee



Contra  
Costa  
County

To: Board of Supervisors

From: David Twa

Date: February 25, 2014

Subject: Proposed Franchise Agreement to be Issued by the Central Contra Costa Solid Waste Authority

**RECOMMENDATION(S):**

1. ACCEPT the report from the County Administrator regarding the issues raised at the February 11, 2014 meeting related to the proposed franchise agreement to be issued by the Central Contra Costa Solid Waste Authority.
2. ACKNOWLEDGE that, given the short time frame between the information submittal and the meeting, some of the issues will have further review, particularly those contained in the correspondence dated February 18, 2014;
3. DETERMINE whether to provide input to Supervisor Andersen and Chair Mitchoff as the County's representatives on the Central Contra Costa Solid Waste Authority;
4. DETERMINE any other action to be taken.

**FISCAL IMPACT:**

Acceptance of this report does not have a financial impact on the County. Additional information on this issue is provided in Section B of this report.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Dorothy Sansoe,  
925-335-1009

By: , Deputy

cc:

## BACKGROUND:

At the February 11, 2014 meeting, several speakers provided oral and written information to the Board regarding the proposed franchise agreement process currently being undertaken by the Central Contra Costa Solid Waste Authority (CCCSWA). The CCCSWA is a joint powers authority that governs waste and recycling services and programs for the cities of Lafayette, Orinda, Moraga, Walnut Creek and Danville, as well as a number of nearby unincorporated communities (Alamo, Blackhawk, Diablo, and Contra Costa Centre among others). The CCCSWA has an independent staff and a Board of Directors. Supervisor Andersen and Chair Mitchoff represent the County on the Board of Directors.

The CCCSWA is in the process of awarding a new franchise agreement, with the next meeting scheduled for February 27<sup>th</sup>. Individuals representing two of the prospective franchisee's spoke at the February 11<sup>th</sup> Board meeting, along with representatives from the California Compost Coalition and the City of Pittsburg. Letters or documents were filed by representatives of Contra Costa Waste Services/Mt Diablo Recology, Republic Services and the California Compost Coalition either at the meeting and/or following which raised or responded to issues related to the award of the franchise agreement by the CCCSWA. The letters include both allegations of violations of County solid waste and land use permits as well as questions/allegations that are directed to the CCCSWA. This report responds to information related to the County's direct involvement regulating the Keller Canyon landfill, while recognizing that many of the questions and assertions are properly answered by the CCCSWA.

In receiving the information at the February 11<sup>th</sup> meeting and directing a review by staff, the Board acknowledged that there was insufficient time for staff to research the volume of issues raised and understood that, in some cases, only a status report about work in progress may be available by the February 25<sup>th</sup> meeting.

## Key Issues Raised

### A. Potential Unfair competition and violation of antitrust laws:

The February 11<sup>th</sup> letter from Wilson Wendt (refer to attached/pages 1-6) details assertions that Republic's proposed rate for competitors (including their client) constitutes a violation of unfair competition law. A response to that issue has been provided by Scott Gordon representing Republic in his February 12<sup>th</sup> correspondence to the Board (refer to attached).

Issues related to unfair competition and anti-trust allegations are quite complex. At this time, and based on the information currently available, it is not possible for staff to speculate whether unfair competition or anti-trust laws are being violated. Further study would be necessary to determine if any such violations occurred and what the potential legal consequences might be. It is noted that the letter from Wilson Wendt acknowledged that his client has standing to challenge Republic's pricing independent of the County. Should such a challenge be successful, County staff would evaluate the impact of such a finding on the land use permit compliance.

### B. Impact of the Franchise Decision of the CCCSWA on the County's Revenue:

The County receives an estimated one million dollars per year in fees from the CCCSWA service area that is processed or disposed through the Martinez Transfer Station and/or the Keller Canyon Landfill. A portion of the revenue goes to the County's general fund and supports a number of operating general fund departments. The Environmental Health Division (operating as the Local Enforcement Agency/LEA) and the Public Works Department (for the maintenance of Bailey Road) receives a portion of the revenue. Finally, the portion identified as Keller Mitigation is split with the City of Pittsburg (pursuant to previous Board direction) and the County administered Keller Mitigation Fund.

Assuming that there is no change in tonnage, and should Republic be awarded the contract, staff would expect that the amount of revenue would remain relatively constant. Should Contra Costa Waste Services be awarded

the contract, the revenue would be lower (due to the use of the Pittsburg transfer station in lieu of the Martinez transfer station) or be eliminated completely (if solid waste would be sent out of the County).

That said, the price charged by Keller has a direct impact on County fees given that many of the fees are directly based on the gate revenue at the landfill. As such, if the Contra Costa Waste Services receives the franchise award, utilizes the Keller landfill, and pays a higher tipping fee than currently paid by Republic, the revenues to the County would increase.

C. Violation of operational requirements at Keller Canyon Landfill:

The February 11<sup>th</sup> letter included a list of alleged violations of permit conditions at the Keller Canyon landfill, the primary of which was the use of “alternative daily cover” (ADC materials are generally exempt from County fees). The correspondence was provided to the Environmental Health Division which operates as the Local Enforcement Agency, and is responsible for working with the State agency known as Cal Recycle to enforce State regulatory requirements applicable to the transport, handling, processing and disposal of solid waste as well as Keller’s solid waste facility permit. The LEA reviewed the facility files and found that the Keller Canyon Landfill has operated with a high degree of compliance, with very few noted issues or violations. When violations or issues have been noted, the landfill has been responsive in taking corrective action. The LEA reports that Keller does not have chronic violations or operational issues. The LEA conducts monthly, unannounced inspections of the site and every 18 months conducts a joint inspection with Cal Recycle inspectors.

The February 11<sup>th</sup> letter asserts that Keller is required to process green waste prior to using it as “alternative daily cover” (ADC). This is not correct. The operational permit requires that green waste be of a certain size, and includes the allowance that 5% of the green waste may exceed the size limitation.

The correspondence also highlights a 2007 notice of a violation issued by Cal Recycle for using green waste that did not meet size standards. According to the LEA, this material was not used as ADC and, therefore, should not have been treated as a violation. Neither the LEA nor the Cal Recycle inspectors have found ADC violations since that date.

With respect to food waste, the LEA has informed Keller Canyon that green waste which is mixed with food waste cannot be used as ADC; inspections by the LEA have not found ADC mixed with food waste. State regulations allow up to 1% of contaminants (including food waste) to be included in ADC.

The correspondence questioned how the County determines compliance with load/waste type requirements and whether any complaints had been received. The LEA investigates these types of complaints as they arise. The LEA has no record of ineligible waste acceptance being reported since 2005. In that case, a load was identified that should not have been delivered to the facility; the operator self-reported the issue and took corrective action. There have not been any substantiated complaints of improper disposal.

D. Potential violations of the Land use permit:

The key issue raised in the Wilson Wendt letter was whether the County has the ability to set maximum and minimum rates at the Keller Canyon Landfill. The Landfill was approved through a Land use permit that was issued by the County in 1990. When the landfill opened in 1992, the Board of Supervisors set the landfill rates.

In 1994, the Board approved a revised Franchise Agreement which allows Keller to independently set their base rates. Additionally, the Franchise Agreement provides that the operator may vary the rate charged to "different customers based on various factors determined by the Operator, including, but not limited to, the quantity and type of waste delivered by each customer to the facility and whether each customer has entered

into a disposal agreement with the Operator in which the customer agrees to dispose of some or all of the customer's future waste stream at the Landfill." (reference: Franchise Agreement) The language in the land use permit providing that the County set rates was not changed at that time. Reviewing both the franchise agreement and the land use permit, the County staff has determined that Keller does have the discretion to set the base rate. This does not alter the County's ability to set surcharge fees at the landfill.

That said, the letter supplied by Wilson Wendt references a permit condition that specifies that Keller must accept waste generated in the County provided that "appropriate disposal fees are paid." Wilson Wendt's correspondence raises two related issues:

- Has Republic refused to accept solid waste generated within the County?; and
- Does Republic's proposed rate offered to CCCSWA franchise competitors constitute a refusal to accept solid waste generated within the County?

The County currently does not have documentation to support the allegation that Republic has refused to accept solid waste generated within the County. With respect to the variation in rates, the rate charged to the CCCSWA competitors is clearly higher than Republic is charging itself. Rates charged at Keller for waste coming from transfer stations owned by Republic or the City of Brentwood during the past three months average between \$27 and \$37 per ton. Keller Canyon Landfill's schedule of rates for all customers shows a maximum rate of \$70 per ton to dispose of municipal solid waste which is similar to Republic's proposed rate for the CCCSWA franchise competitors.

This, in and of itself, does not necessarily indicate that a land use permit violation has occurred, although additional research and review could be conducted. If the Board, separate from the CCCSWA, wishes to pursue further inquiry into the appropriateness of the fees, additional staff review (including consultant services) would be required. Staff would expect that this inquiry would require a measurable amount of time – including the securing of consultant services. The Scott Gordon letter dated February 12th provides Republic's position related to the rates charged at the landfill.

It should be noted that Republic has applied for a land use permit amendment with the County that would allow, if approved, an additional 1200 tons/day of disposal. An environmental impact report is currently being prepared and the hearing on this application will ultimately be scheduled before the Board of Supervisors for decision.

Staff has otherwise reviewed the allegations related to compliance with the land use permit. Many of the allegations are related to operational issues which have been responded to by the County's Environmental Health Division. With respect to the questions about ineligible waste acceptance, the Department of Conservation and Development issued a notice of violation in 2001 addressing the disposal of ineligible waste load as a result of procedural errors by the generator and landfill. The landfill operator took appropriate corrective actions in a timely manner. The issue related to the scheduling of compliance hearings is correct, and the Department of Conservation and Development will follow up on this matter. The Department will continue to evaluate any complaints or concerns that are filed related to the compliance with the land use permit or franchise agreement.

#### E. February 14<sup>th</sup> Correspondence to the CCCSWA:

The Board also received a supplemental letter prepared by Wilson Wendt addressed to the CCCSWA's consultant for the franchise review process. Staff of the CCCSWA is reviewing the contents and expect to provide a report for the CCCSWA's February 27<sup>th</sup> meeting. The CCCSWA retained a consultant to address the allegations regarding ADC; their agenda is expected to include a staff/consultant presentation as well.

Their written report is expected to be published on Friday (2/21); a copy of the relevant agenda materials will be forwarded to the Board and linked in the agenda system.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors and the public will not have up to date important information this subject. The public may not be afforded the opportunity to provide input.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



**MILLER STARR  
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February 11, 2014

**VIA HAND DELIVERY**

Chairperson Karen Mitchoff  
Members of the Board of Supervisors  
Contra Costa County  
651 Pine Street, First Floor  
Martinez, CA 94553-1293

Re: **Board Meeting of February 11, 2014; Item SD.1:**  
Concern regarding proposed Keller Canyon Landfill disposal fees, and  
potential violations of state, federal, and local law; request to clarify  
maximum disposal fees to be charged at Keller Canyon Landfill and ensure  
compliance of landfill operation with terms of use permit

Honorable Chairperson Mitchoff and Members of the Board:

Our office represents Contra Costa Waste Services, Inc., ("CCWS") and Mt. Diablo Recology, LLC ("MDR"). CCWS and MDR have submitted proposals to the Central Contra Costa Solid Waste Authority ("CCCSWA," or "Authority"), seeking new franchise agreements. As you are aware, our clients are competing with Allied Waste Services, Inc., d.b.a. Republic Services ("Republic"), the owners and operators of the County's only landfill, Keller Canyon.<sup>1</sup> We are writing to you because we are concerned about the manner in which Republic is being allowed to operate the Keller Canyon. In a sentence, Republic is proposing to charge competitive bidders — and only its competition — an exorbitant amount to use its local landfill, thereby threatening an incipient violation of unfair competition and antitrust laws, which inures to the detriment of our clients and County residents. We are addressing our concerns to the County Board of Supervisors because the Board

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<sup>1</sup> Keller Canyon is operated by a subsidiary of Republic.

exercises considerable control over operation of Keller Canyon through its administration of the landfill's use permit and other entitlements. If the Board exercised its full authorities, it could prevent Republic from exploiting its ownership of local landfill operations. We also respectfully request that the Board consider investigating whether the landfill has been operated in conformity with the various use permits and other entitlements that govern its management, as set forth in greater detail below.

1. Republic's proposed rate setting appears to violate California's unfair competition law, and is beyond the scope of its authority according to the terms of the Keller Canyon conditional use permit.

MDR and Republic have submitted competing bids for various components of the Authority's new franchise agreement, which would provide waste management services to a number of cities and unincorporated areas in central Contra Costa County. Initially, the Authority sought to structure the new franchise bidding process such that different companies would have the opportunity to compete for different waste operations (e.g., waste collection, transfer, recycling, disposal, etc.), the idea being that healthy competition for each component would yield the best price for Authority customers. This approach was identified as a "mix and match" process in the request for proposals, and throughout the related public process.

Then, in a January 2014 staff report, staff and the consultant first announced to the public that Republic had refused to consider working with any of the other proposers who had bid on any of the components on which Republic had bid. Moreover, it became apparent that Republic, in operating the Keller Canyon Landfill — the closest landfill, by far — would charge its own entities about \$20 per ton, whereas it would charge outside parties, such as our client, about \$70 per ton of waste in tipping fees. This rate setting carries no valid business justification, but rather is designed to make MDR's bid non-competitive, both from a cost and environmental impact standpoint. The result of the exorbitant disposal fee is to force MDR to factor into its bid the trucking of waste to Solano County, thus causing more extensive



environmental damage and making, from the Authority's apparent point of view, MDR's bid non-competitive. Essentially, Republic appears to be eliminating the possibility of competition, and potentially increasing costs to the Authority's customers, based on its control of a pivotal resource — a locally situated landfill. Though this scheme effectively frustrates the Authority's ability to evaluate a "mix and match" of provider services — a goal the Authority's board repeatedly established in public meetings — Authority staff and consultants have not challenged this practice in their analysis of proposals and staff reports.

There are a number of legal problems with this approach. First, Republic's action is a violation of California's unfair competition law (Cal. Bus. & Profs. Code, § 17200 et seq.). Second, this action violates the terms of the Keller Canyon Landfill's use permit and solid waste facility permit — both of which are administered by County entities. For instance, Republic's assertion that it may charge MDR exorbitant disposal fees lies beyond the scope of its powers under Land Use Permit 2020-89, which vests the *County Board of Supervisors* with the power to ensure all disposal rates are reasonable, and to set and approve maximum rates. Each of these issues is discussed in greater detail below.

a. Violations of unfair competition law. California's unfair competition law is a far-reaching statute that proscribes "any unlawful, unfair or fraudulent business act or practice." (Cal. Bus. & Profs. Code, § 17200.) The Legislature intentionally crafted the statute broadly to allow courts maximum discretion to prohibit business practices or schemes that serve to defraud. (See, e.g., *Bank of the West v. Sup.Ct.* (1992) 2 Cal. 4th 1254, 1266-67.) The Supreme Court of California has clarified that this language is framed "in the disjunctive ... In other words, a practice is prohibited as 'unfair' or 'deceptive' even if not 'unlawful' and vice versa." (*Cel-Tech Communications, Inc. v. Los Angeles Telephone Company* (1999) 20 Cal.4th 163, 180 [citations omitted].) When does an action become "unfair?" The Court held that an "unfair" action under this framework "means conduct that threatens an incipient violation of an antitrust law, or violates the policy or spirit of one of those laws because its effects are comparable to or the

same as a violation of the law, or otherwise significantly threatens or harms competition.” (*Id.* at 187.) Moreover, “[p]ricing practices that have the *effect* of harming competition may be unfair even if done without the purpose” or intent to do so. (*Id.* at 189 [emph. original].)

In further discussing whether a challenged conduct is “unfair,” the California Supreme Court looked to cases construing federal antitrust law. (20 Cal. 4th at 186, n. 11.) Here, a number of recognized, anti-competitive behaviors bear on this situation.

Under section 2 of the Sherman Act — the seminal federal law concerning antitrust offenses — a company’s refusal to deal may be unlawful where his “control of an essential facility (sometimes called a ‘bottleneck’)” can extend his power over commerce from one state of production to another, and from one market into another. (15 U.S.C., § 2; *MCI Communications v. AT&T* (7th Cir. 1983) 708 F.2d 1081, 1133.) “Thus, the antitrust laws have imposed on firms controlling an essential facility the obligation to make the facility available on nondiscriminatory terms.” (*Id.* Moreover, courts have held that an unreasonable change in rates charged may amount to denial of access to an essential facility. (See *Laurel Sand & Gravel, Inc. v. CSX Transportation* (4th Cir. 1991) 924 F.2d 539, 544-45.)

Here, the imposition by Republic of a \$70 per ton landfill fee on non-Republic businesses — a fee that appears to be more than triple the fee that Republic charges its subsidiaries, and more than double what it has charged outside parties prior to the Authority’s request for bids on the subject franchise agreement — qualifies as the exploitation of an “essential facility.” The federal government and the State of California, in pursuing an antitrust action against Republic Services in a 2008, certainly disapproved of operating a local landfill in a way that eliminates competitive waste services. In a Competitive Impact Statement filed in the matter of *United States v. Republic Services, Inc.* (District Court, District of Columbia, 2008) Civil Action No. 1:08-cv-02076, the U.S. Department of Justice noted that various

regulations and land use laws effectively limit the number of landfills in any given area, such that “[f]irms that compete in MSW [municipal solid waste] disposal can profitably increase their charges to haulers of MSW without losing significant sales to other firms. Thus, for purposes of antitrust analysis, MSW disposal constitutes a line of commerce, or relevant services, for purposes of analyzing the transaction.” The U.S. Department of Justice went on to recognize that transportation costs and travel time make it so that “a substantial percentage of the MSW generated in an area is disposed of in landfills within roughly 25 to 35 miles of the relevant geographic market ... In the event that all owners of local disposal facilities imposed a small but significant increase in the price of disposal of MSW, haulers of MSW could not profitably turn to more distant disposal sites. Firms that compete in MSW disposal in these markets, absent competition from other local MSW disposal operators, can profitably increase their charges for MSW disposal without losing significant sales to more distant MSW disposal sites.” In other words, those companies that operate landfills enjoy a commanding advantage, and the situation is ripe for abuse. Republic’s exorbitant landfill costs here do not extract undue profits out of local haulers, but serve to eliminate competition for the Authority’s franchise agreement. If one takes Keller Canyon and other Republic-controlled landfills out of the equation, the closest available landfills that are available to handle MDR’s waste stream would sit in Solano County — well outside the 25- to 35-mile radius identified by the U.S. Department of Justice.

Federal antitrust law also prohibits a company from refusing to deal with a rival where the two have an established relationship that generates reasonable expectations. For instance, in *Aspen Skiing Co. v. Aspen Highlands Skiing Corp.* (1985) 472 U.S. 585, 610-611 (1985), the U.S. Supreme Court found that where one company terminates a long-standing arrangement with another company in an effort to eliminate its rival, and has no valid business justification for its actions, the company violates antitrust laws. Here, various of our clients and other garbage companies, when dealing with Keller Canyon on a non-competitive basis, have disposed of waste at Keller Canyon at a cost that is far, far below \$70 per ton.

Finally, the Robinson-Patman Act prohibits a seller from “discriminat[ing] in price between different purchasers of commodities of like grade and quality” if the discrimination adversely affects competition. (15 U.S.C. § 13.) While courts have held that the Robinson-Patman Act only applies to sales of “commodities” that are tangible products, and not services, California unfair competition law is broader than federal antitrust law, and looks to antitrust jurisprudence only for guidance. Again, an act violating the state’s unfair competition law “means conduct that *threatens* an incipient violation of an antitrust law, or *violates the policy or spirit of one of those laws* because its effects are *comparable* to or the same as a violation of the law, or *otherwise significantly threatens or harms competition.*” (*Cel-Tech*, 20 Cal.4th at 187.) The lopsided pricing scheme that Republic claims it can and will impose on MDR falls within this contemplation.

2. Violations of Land Use Permit 2020-89; Request to Investigate Compliance with Other Terms of Permit.

a. Requirement to Accept All Eligible Contra Costa County Waste at an “Appropriate” Rate:

While Republic has represented that it lawfully may charge MDR and, presumably, any other competitor \$70 per ton in disposal fees at Keller Canyon, it appears that it is the County Board of Supervisors, and not Republic, that has the power to set disposal rates. Keller Canyon is permitted to operate under County Land Use Permit 2020-89, and this entitlement ensures the landfill operator cannot charge exorbitant fees for the disposal of waste.

Condition 5.1 of the use permit provides that the “Landfill operator shall not refuse to receive eligible wastes which originate in Contra Costa County provided ... that *appropriate* disposal fees are paid.” (Emphasis added.) Moreover, the use permit creates a rate setting procedure that vests the *County Board of Supervisors*, and not Republic, with the authority to set appropriate rates. For instance, conditions 12.1

through 12.3 provide for a mechanism by which the Board, annually, shall establish both minimum and maximum rates.

Insofar as Republic is proclaiming the right to charge MDR roughly \$70 per ton in disposal fees, it would violate the use permit's demand that all fees be "appropriate," and would encroach on the Board's authority to establish fees. We have searched Board agenda's for the past two years in order to determine what current maximum fee applies, but have found no evidence the County currently is enforcing the terms of the use permit. Nevertheless, the range of appropriate fees certainly could not contemplate \$70 per ton, and we respectfully request that the Board immediately clarify the reasonable range of fees that Keller Canyon may charge for the reasonably foreseeable future. To remain silent would allow Republic to exploit its control of an essential facility, to the detriment not only of MDR, but residents of the County who may have to pay artificially inflated waste management rates.

b. Request that County Board of Supervisors Investigate Compliance with Other Terms of Land Use Permit 2020-89.

In addition to the above entreaty, we also respectfully request that the County investigate whether Republic has been operating Keller Canyon in compliance with other terms of the Use Permit. Ensuring compliance with the permit not only has obvious environmental benefits, but could generate additional fees that would inure to the County's benefit. Details of each of our requests are set forth below.

i. Compliance with Condition 3.1: This condition of the use permit requires that the landfill operator "at all times comply with the requirements of laws and permits applicable to the facility."

Request: To the extent that Republic is violating California's unfair competition law and federal antitrust acts, it also is violating the terms of the use permit. Therefore, we request that the Board consider expeditiously undertaking a review and holding a public hearing to determine whether Republic has engaged in anti-competitive behavior and thereby violated condition 3.1 of Use Permit 2020-89.

ii. Condition 3.3. "State Minimum Standards: Per this condition, the "operation and maintenance of this facility is required to at all times comply with Minimum Standards for Solid Waste Handling and Disposal (California Administrative Code, Title 14, Division 7, Chapter 3)."

Request: Databases belonging to the U.S. Environmental Protection Agency and CalRecycle appear to indicate that violations indeed have issued;<sup>2</sup> therefore, we ask that the County verify this information, identify whether these violations constitute infractions under 14 CCR, Division 7, Chapter 3, and disclose what response the County has made and/or intends to make in the future to address any infractions.

iii. Condition 3.6. "Subchapter 15: This condition requires the Landfill operator to "at all times comply with the provisions and requirements of Subchapter 15 of Chapter 3 of Title 23 of the California Administrative Code ("Subchapter 15") for a Class II waste disposal facility."

Request: We ask that the County evaluate compliance with the aforementioned regulations. Have violations been noted (e.g., in the aforementioned databases or elsewhere), and how has Republic reported compliance?

iv. Condition 7.1. Eligible Wastes: This condition requires that the "Landfill operator shall allow only wastes eligible for disposal in a Class II facility, as defined by the Regional Water Quality Control Board to be admitted to the landfill. The wastes admitted to the landfill shall also be consistent with the Solid Waste Facilities Permit, administered by the County Health Services Department, and consistent with the Board of Supervisors' policies and these conditions of approval. To the extent allowed by law, the Board of Supervisors may direct the Landfill operator not to accept wastes that do not meet State and County policies and regulations."

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<sup>2</sup> See, e.g., <http://www.calrecycle.ca.gov/SWFacilities/Directory/07-AA-0032/Detail/> [CalRecycle database, enforcement tab], and [http://echo.epa.gov/detailed\\_facility\\_report?fid=110001163053](http://echo.epa.gov/detailed_facility_report?fid=110001163053) [U.S. EPA database, enforcement and compliance tab]).

Request: We respectfully request that the Board consider investigating whether Keller Canyon has allowed for the disposal of only eligible wastes. To this end, has the County had complaints, and how has the County determined compliance?

v. Condition 11.1. Permit Review: This condition requires that the "Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare."

Request: The Use Permit required the County to conduct annual reviews for the first three years of operations, and then triennial reviews. We've reviewed agendas for your Board for the past few years, and found nothing on Keller Canyon. We respectfully request that the Board consider holding a public hearing to review compliance of Republic with the terms of the Use Permit, and consider imposing additional conditions to ensure the concept of fair competition is respected and, if necessary, that other terms of the Use Permit are observed .

vi. Condition 11.6. Compliance and Mitigation Monitoring Program. This condition requires that "the Landfill operator shall provide a fund to support County staff monitoring of compliance with Conditions of Approval and mitigation monitoring programs, as designed and implemented by the County Community Development and Health Services Departments."

Request: We request a copy of this monitoring program since it is not readily available on line, and that the County ensure the monitoring programs exist and are, or have been, adequately funded.

vii. Condition 11.11. Regulations Enforced by Other Agencies. This condition provides as follows: "Several of these Conditions of Approval relate, paraphrase or summarize laws and regulations which are imposed and enforced by other governmental agencies which have jurisdiction over particular aspects of this project. It is this Board's intent in adopting these Conditions of Approval to provide the applicant and the public with an overview of the scope of regulation applicable to this project and to provide this County with enforcement power if such laws and regulations enforced by other agencies are violated. Unless specifically stated in the Conditions of Approval, however, it is not this Board's intent to establish rules or regulations which are stricter than the laws or regulations which are applied to this project by the other agencies with jurisdiction over aspects of this project. If another agency primarily responsible for some aspect of this project finds that any action or inaction is in compliance with, or violates, any such law or regulation, that finding shall be conclusive. If these Conditions of Approval require some approval by any other agency and that agency declines to approve or disapprove the subject matter, such approval shall be deemed to have been given for purposes of these Conditions of Approval."

Request: Public documents show that CalRecycle and the U.S. Environmental Protection Agency may have issued notices of violation relating to Keller Canyon.<sup>3</sup> We respectfully request that the County consider taking action on these "conclusive" findings to ensure such violations have been remedied, and that mechanisms are in place to ensure there are no repeat violations.

viii. Condition 12.2. Rate Review: This condition provides that the "Board of Supervisors shall review and approve rates annually in accordance with an approved rate application procedure. More frequent review of rates may occur if requested by the landfill operator and if the Board determines that

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<sup>3</sup> Again, see, e.g., <http://www.calrecycle.ca.gov/SWFacilities/Directory/07-AA-0032/Detail/> [CalRecycle database, enforcement tab], and [http://echo.epa.gov/detailed\\_facility\\_report?fid=110001163053](http://echo.epa.gov/detailed_facility_report?fid=110001163053) [U.S. EPA database, enforcement and compliance tab]).



changing circumstances warrant such review. The Board may also review rates more frequently if the Board determines that it is in the public interest to do so.”

Request: It appears the Board sets rates annually and when the public interest so warrants. We respectfully submit that the public interest now demands an expeditious evaluation of disposal rates, and request the Board consider clarifying or establishing a reasonable range of landfill disposal rates that will apply in the reasonably foreseeable future.

ix. Condition 12.3. Form and Content of Rate Review

Application: This condition provides that “the landfill operator shall submit its rate application in a form and content as specified by the County. Such application may require the landfill operator to submit the application on forms and/or using computer software provided by or specified by the County. The County shall have the right to inspect and audit all records of the landfill operators which support its rate review application.”

Request: We respectfully request that the Board, in establishing a reasonable range of disposal rates, consider an expeditious inspection and audit of all records of Republic. It is our belief that such an audit will further evince that a \$70 per ton disposal fee is unreasonable in the extreme, unsupported by any business rationale, and designed solely to prejudice MDR’s franchise bid and disrupt the Authority board’s efforts to carry out a “mix and match” process.

c. Request that County Board of Supervisors Investigate Compliance with Agreement Between Central Contra Costa Solid Waste Authority And Allied Waste Systems, Inc. for Collection, Transfer, Transport, Processing and Disposal of Solid Waste, and Green and Food Waste (“Franchise Agreement”), incorporated into Use Permit 2020-89.

There are a number of conditions and requirements in the CCCSWA Franchise Agreement under which Republic is current operating. The landfill’s Use Permit contemplates the County’s adoption of the Franchise Agreement and, insofar as the

County is an agent of the Authority, and otherwise has the authority to pursue enforcement of its terms, both under the Franchise Agreement itself and any applicable law, we respectfully request that the County consider taking the following, specific actions.

i. Investigate quantity and nature of alternative daily cover at Keller Canyon. Definition 1.4 under the Franchise Agreement says that "Alternative Daily Cover (ADC)" means cover material used at the landfill, and that "ADC includes at least six (6) inches of cover material other than earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control blowing litter, fires, odor, scavenging and vectors, as defined in Section 20164, Title 27 of the California Code of Regulations." Insofar as green waste is to be used as ADC, it appears that, under Definition 1.36 of the Franchise Agreement, "Green Waste" includes tree trimmings, grass cuttings, dead plants, leaves, branches, yard clippings, dead trees, unpainted and untreated lumber, and similar materials less than six (6) inches in diameter generated at the Premises, and offered for Collection separate from Solid Waste." This requirement is reflected, in part, under Title 27, California Code of Regulations, section 20690.

To ensure green waste is less than six inches in diameter, it must be processed. To this end, Term 4.4(F)(3) of the Franchise Agreement provides that, "[c]ommencing March 1, 2005, CCCSWA has designated the Keller Canyon Landfill as the Processing Facility for Processing as ADC no more than fifty (50) percent of Green Waste and Food Waste Collected by the Recycling, Green Waste and Food Waste Collection Company from the Cities/Towns of Danville, and portions of Walnut Creek and unincorporated central Contra Costa County. The Green Waste and Food Waste will be Transported by the Recycling, Green Waste and Food Waste Collection Company and delivered to Keller Canyon Landfill using Collection vehicles." It is unclear that the Franchise Agreement permits any other facility to function as a processing facility.

Puzzling is that, while Keller Canyon is designated as the "Processing Facility" for up to 50 percent of ADC from certain areas of the County, and perhaps the sole Processing Facility, it is unclear any processing has occurred at this location. Solid Waste Facility Permit O7-AA-0032, which was approved by the Contra Costa Environmental Health Department ("County LEA"), clearly indicates on the first page that Keller Canyon is not permitted to be a "Processing Facility." The appropriate box is unchecked under Item 5(a). This paperwork seems to indicate that ADC is not processed prior to being used as ADC, at least from Danville and parts of the County.

Request. We request that the Board consider investigating, or directing the County LEA to investigate, whether proper ADC is being and has been used at Keller Canyon.

ii. Investigate Compliance with Records and Reporting

Provisions. The Franchise Agreement provides for a number of detailed records and reporting requirements, including the following:

Term 8.1, General. Per this condition, Republic "shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, [Republic] agrees to take direction from the CCCSWA on matters related to this Agreement, conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulations and to meet the reporting and Solid Waste program management needs of CCCSWA and AB 939. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of the Executive Director, the records and reports to be maintained and provided by [Republic] in accordance with this and other Articles of the Agreement may be adjusted in

number, format, or frequency. To the extent that the additional direction from the CCCSWA results in the need for additional full-time [Republic] staff, [Republic] may submit an application for an adjustment to compensation as described in Section 6.7.”

Request: We respectfully ask that the Board consider requesting the aforementioned records from Republic, including financial statements and other reports, to determine what disposal rates Republic has been charging various companies, and determine what disposal rate is reasonably necessary to operate Keller Canyon. We also request that the Board consider evaluating records to ensure that all waste that fails to qualify as ADC under the franchise agreement and applicable law is being assessed a proper fee, and that the County is receiving appropriate monies for such disposal.

Term 8.2(A), Records, General. Per this term, Republic is required to “maintain records required to conduct its operations, to support requests it may make to CCCSWA, and to respond to requests from CCCSWA in the conduct of CCCSWA business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up in order to ensure complete and accurate retrieval of the material.”

Request: We respectfully request that the Board consider evaluating the appropriate records from Republic in order to establish a reasonable range of fees for the disposal of waste at Keller Canyon.

Term 8.2(B), Records, Financial Records. This term requires that detailed financial records “be maintained and cost and revenue information for the Service Area segregated from other areas served by Company. Where the allocation of costs or revenues as described in Section 6.9 to various categories of Member Agencies or Customers is required to develop equitable rates that reflect the cost of service, Company shall segregate such costs and revenues.” The Authority and its agents,

pursuant to the Franchise Agreement, have the right upon twenty-four hours' notice to conduct on-site inspections of the records and accounting systems of Republic, and to make copies of any documents it deems relevant to this Agreement.

Request: We respectfully request that the County, as a member and agent of the Authority, consider inspecting Republic's records with the purpose of demonstrating an equitable rate that reflects the costs of its services, and determining a reasonable range of disposal rates at Keller Canyon.

Term 8.3(A)(B)&(C). These terms govern the submission of reports, which must be submitted monthly to the Authority. Monthly reports should include:

- Solid Waste, collected, transferred, transported, processed, recycled and disposed of, by sector (Commercial, Industrial, Multi-family, Residential).
- Transfer station diversion report by commodity.
- Landfill diversion report by commodity.
- Processing Facility report regarding composted or processed product by commodity.

Under these terms, a yearly report also is due, that requires in addition:

- A written inventory of all equipment, including collection vehicles, used in providing service, with an updated inventory from the previous year. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, date put into service to provide service under the Franchise Agreement, and capacity.
- Republic's annual financial reports/statements (including various supplemental schedules) describing the Republic's operations, expenses, revenues pertaining to the Franchise Agreement.

Further details are set forth in the Franchise Agreement, though it should be noted the reports are intended to cover a wide variety of facilities that include the Contra Costa Transfer and Recovery Facility, the Newby Island Recycling and Composting Facility, and Keller Canyon Landfill.

Request. We respectfully request that the County consider exercising all authority to review the above information in order to determine a reasonable range of disposal fees at Keller Canyon; whether waste materials have been processed appropriately; and whether an adequate amount of material has been composted and recycled (tracking details of where materials were processed and their volume).

d. Violations of County Solid Waste Facility Permit 07-AA-0032.

The Keller Canyon Landfill also operates under the structures of Solid Waste Facility Permit 07-AA-0032, approved by the County LEA. Condition 17(b) provides that landfill operation "shall comply with all federal, state, and local requirements and enactments ...." Insofar as Republic is violating California's unfair competition law, the federal Sherman Act, and the terms of Use Permit 2020-89, the company is violating its solid waste facility permit.

Request: We respectfully request that the Board consider directing the County LEA to evaluate this issue and take the appropriate action.

\* \* \*

Republic's unwillingness to offer MDR access to the Keller Canyon Landfill violates the Authority's "mix and match" approach, but also violates (1) state and federal law, and (2) the terms of local permits. In the course of investigating this pricing issue, we found large gaps in the landfill's records of operation, and numerous apparent violations recorded with state and federal entities, such that we became concerned about Keller Canyon's compliance with its Use Permit and other entitlements.

Violations of the Use Permit would of course jeopardize Republic's ability to operate. Regarding violations of applicable law, including California's unfair competition law, remedies would include injunction, restitution, disgorgement, and other orders that may prevent future, anti-competitive actions. Our client certainly has standing to challenge Republic's pricing structure, but we respectfully request that the County not tolerate it, especially given its mandates and authorities under Use Permit 2020-89 and other applicable entitlements. Simply, the County Board of Supervisors has the power to investigate Republic's actions and ensure the Authority's new franchise agreement is bid out in a competitive matter. Permitting Republic's behavior not only inflicts harm on competitors, but also the citizens that reside in the County who — ultimately — pay the costs.

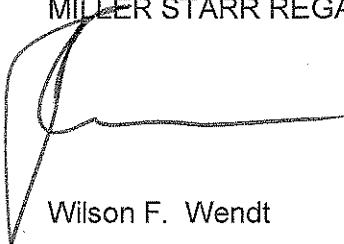
Therefore, we respectfully request that the Board instruct staff to review the positions and inquiries contained herein, and agendize this matter for response and discussion at the Board's February 25, 2014 meeting. Given the possibility that information arising through the review and consideration requested of this Board could have a significant influence on the Authority's selection of bidders, including without limitation more information concerning the feasibility of moving forward with a "mix and match" franchise agreement, we also request that members of the County Board of Supervisors who sit on the Authority's board exercise their power to encourage the Authority to delay its decision on the new franchise agreement from February 27, 2014 until March 27, 2014. This short delay would allow Authority staff and decisionmakers the necessary time to digest any new information. To the extent there exists a concern that a delayed decision on the franchise agreement could delay its operative date, please note that Republic has proposed an approach whereby it would phase in equipment, whereas MDR's vendor has informed our clients that the necessary equipment can be delivered in 10 months (including a two-month buffer). A short delay will not prejudice the

Chairperson Karen Mitchoff  
Members of the Board of Supervisors  
February 11, 2014  
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process, and could result in the County and its residents benefitting from a more competitive bid process.

Very truly yours,

MILLER STARR REGALIA

A handwritten signature in black ink, appearing to read 'Wilson F. Wendt', is written over the printed name. The signature is stylized with a large, sweeping initial 'W'.

Wilson F. Wendt

WFW:sa

cc: Kenton Alm, Esq.  
Paul Morsen  
Bob Hilton  
Tracy Swanborn  
Clients

CCWR\51494\927021.1



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PUBLIC AGENCY PRACTICE

REPLY TO: WALNUT CREEK

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February 12, 2014

Via E-Mail and US Mail

The Hon. Karen Mitchoff, Chair  
and Members of the Board  
Contra Costa County Board of Supervisors  
651 Pine Street  
Martinez, CA 94553

Re: CCCSWA RFP and Contractor Selection Process  
Recent Claims of Contra Costa Waste Services, Inc.,  
Mt. Diablo/Recology

Dear Chair Mitchoff and Members of the Board:

This undersigned serves as outside counsel to Allied Waste Systems, Inc. *dba* Republic Services of Contra Costa County and its affiliates (collectively, "Republic") in connection with Republic's proposal submitted in response to the Central Contra Costa Solid Waste Authority ("CCSWA") Request for Proposals ("RFP") for collection and processing services, now in the final contractor selection stage. I am writing to address certain specific unfair trade practices claims previously asserted on the eve of the January 30, 2014 CCCSWA meeting by the principal competitors of Republic in the RFP process, Contra Costa Waste Services, Inc. ("CCWS") and Mt. Diablo/Recology ("MDR", a joint venture) in letters dated January 27, 2014 and January 29, 2014. I understand that counsel for CCWS and MDR has submitted an additional, lengthy letter to your Board during public comment at the Tuesday, February 11, 2014 Board meeting, which we will review and respond to under separate cover. I believe that many of the claims asserted by CCWS/MDR counsel are likely addressed in this letter.

The January 27 and January 30 CCWS/MDR letters (1) incorrectly assert that the US Department of Justice Antitrust Division ("DOJ") and State of California, in approving Republic Services, Inc.'s 2008 acquisition of Allied Waste Services, found that Republic was operating or could operate in Contra Costa County in a way that harms competition; (2) incorrectly assert that Republic has violated both the antitrust laws and California's unfair competition law, Cal. Bus. & Profs. Code § 17200 et seq. ("Section 17200"), by submitting a combined proposal for collection

The Hon. Karen Mitchoff, Chair  
and Members of the Board  
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and disposal services, and (3) incorrectly assert that Republic's waste acceptance obligations under the terms of the Keller Canyon Landfill conditional use permit require Republic to accept waste at prices and conditions determined *not* by Keller Canyon, but as demanded by facility customers such as CCWS and MDR.

As I indicated in my brief testimony Tuesday morning, these claims are baseless and interposed to delay and cloud the CCCSWA's RFP process. The plan appears to be to have your Board spend time and staff resources investigating myriad specious claims, in order to try and delay the CCCSWA's process for contractor selection pending completion (if ever) of your Board's investigations.

We are confident in our legal opinions regarding Republic's compliance with antitrust and unfair business practice laws in participating in the CCCSWA's RFP. The bottom line is that applicable law squarely holds that Republic owes no duty to deal with its rivals on terms and conditions that its rivals would find commercially advantageous. There is no Keller Canyon Landfill use permit requirement that would obligate Republic to offer disposal rates and terms to competitors in order to allow a competitor to bid against Republic in seeking business. The Keller Canyon Landfill Franchise Agreement authorizes Keller Canyon to establish disposal rates in its sole discretion. CCWS and MDR have cited no case or statutory authority requiring Republic to offer them disposal rates to allow them to use the Keller Canyon facility and bid against Republic, because they can't. These unsupported unfair business practice claims of CCWS and MDR are more fully addressed below.

#### The 2008 Republic/Allied Waste Merger and Settlement

CCWS and MDR have asserted that the Department of Justice Antitrust Division ("DOJ") and State of California found in 2008 that Republic was operating or could operate in Contra Costa County in a way that harms competition in connection with the DOJ approving Republic Inc.'s acquisition of Allied Waste Services. This assertion is flatly untrue. The complaint referenced by CCWS and MDR was filed by the DOJ, State of California and other states as part of a settlement of the plaintiffs' claims that Republic's 2008 merger with Allied Waste Industries would harm competition in certain markets *unless Republic divested the landfills and other assets agreed to by the parties*. In other words, by agreeing to settle its civil antitrust lawsuit filed in connection with Republic's merger with Allied, the DOJ and the plaintiff states, including California, expressly determined that, post-merger, and upon the sale of the agreed-upon divestiture assets, there would be *ample competition* in the market for municipal solid waste ("MSW") disposal services in certain areas, including the Bay Area. Thus, as the DOJ explains in its Competitive Impact Statement ("CIS") filed in connection with the settlement, Republic was required to divest, and did divest, its Potrero Hills Landfill ("PHL") in Suisun, California to address the alleged MSW disposal market concerns in the area.

The DOJ's CIS statement explicitly states that Republic's divestiture of PHL will "preserve competition" in the San Francisco area, which includes Contra Costa, Solano and Alameda Counties, between the PHL and the Keller Canyon Landfill for the disposal of MSW.

The CIS referenced by CCWS/MDR was filed by the DOJ "together with its complaint [and] a stipulation and order under which the parties consented to entry of a proposed final judgment aimed at remedying the alleged anticompetitive effects of the merger." *United States of America et al. v. Republic Services, Inc. et al.*, Civ. No. 08-2076 (RWR), Memo. Opinion at 3 (filed July 15, 2010). In subsequently entering that proposed judgment as final, the U.S. Court for the District of Columbia held that it was doing so "[b]ecause there is a reasonable basis upon which to conclude that the divestitures in the proposed final judgment will adequately remedy the competitive harms alleged in the government's complaint, entry of the proposed final judgment is in the public interest."

Accordingly, the CCWS/MDR suggestion that the 2008 case reflects a view of the DOJ that Republic enjoys a disposal "monopoly" in the San Francisco area are completely unfounded and misleading. In fact, PHL is the identified best disposal site option in the analysis of the CCWS/MDR proposal, underscoring that the PHL facility is a viable competitor in the Bay Area disposal market.<sup>1</sup> PHLF was less expensive than Recology's own Hay Road Landfill in Solano County and Waste Management's Redwood Landfill in Novato, Marin County. The Hay Road Landfill is located just a few miles north from PHL on State Route 113. CCWS own a transfer station on Loveridge Road in Pittsburg that currently hauls waste to PHL and can easily access Hay Road Landfill and other more distant facilities. The PHL and Hay Road landfill facilities are important participants in the Bay Area landfill disposal market.

Bus. & Profs. Code §17200 et. seq. Does Not Apply

Republic submitted a combined proposal for collection and transfer/disposal services that the CCCSWA staff, consultant and ad hoc committee has determined is in the best overall value and lowest cost proposal to benefit the CCCSWA and its constituents, and have therefore unanimously recommended Republic. CCWS and MDR assert that in presenting a combined (bundled) services and pricing proposal, Republic has violated both the antitrust laws and California's unfair competition law, Cal. Bus. & Profs. Code § 17200 et seq. ("Section 17200").

CCWS and MRD are mistaken, however, for any number of reasons, including that:

1. CCCSWA authorized such pricing in its RFP and has broad discretion to determine not only to whom it will award franchises for waste hauling and disposal, but

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<sup>1</sup> Recology, along with other companies, urged the State of California to insist on the divestiture of PHL in the Republic/Allied merger evaluation. Recology also made a proposal to acquire PHL in the divestiture process, but was unsuccessful in doing so. The PHL site was divested to Waste Connections, Inc. on April 21, 2009.

how it will make such determinations<sup>2</sup>; and Republic did nothing more than submit a proposal in response to the RFP;

2. Contrary to CCWS and MDR's assertion, Republic does not have market or monopoly power in Contra Costa County in waste disposal services, and their assertion that the DOJ took such a position in 2008 is both inaccurate and misleading; and

3. Even, if Republic has market power, which it does not, CCWS and MDR do not remotely raise a genuine issue as to whether Republic's combined RFP proposal violates Section 17200 or had an effect on CCWS and MDR's ability to submit a competitive bid.

Furthermore as explained in more detail below, Republic violated no law by submitting a competitive RFP proposal based upon its ability to take advantage of the efficiencies arising from its investments in both hauling and disposal capabilities, which benefits the County residents and businesses within the CCCSWA. Perhaps more to the point, CCWS and MDR appear confused about the purpose of the unfair competition and antitrust laws. The purpose of such laws is to protect *competition* from conduct that tends to restrict production, raise prices or otherwise control the market to the detriment of consumers. They were not adopted, and are not enforced, to protect *competitors from* competition; which is what CCWS and MDR argue.

The Integrated Waste Management Act of 1989 ("the Act") and the RFP developed in accordance with the Act provide CCCWSA with wide latitude in not only determining RFP terms and to whom it will award contracts for waste hauling and disposal, but how it will make such decisions. Specifically, the Act permits the CCCWSA to determine whether collection and disposal services are to be provided by one or more contractors, to determine whether to use an RFP or other procurement processes, and to determine the various options, pricing, terms and conditions upon which such services will be provided. Furthermore, the CCCSWA's RFP encouraged combined proposals with discounted services for various services and facilities compared to stand alone pricing. (See, RFP for Collection Services, Announcement at p. 3.)<sup>3</sup>

Here, the CCSWA staff, HFH Consultants and the *ad hoc* committee recommended that Republic's proposal combining collection and disposal represents the overall best value for services that would best serve the needs of Central Contra Costa County. CCWS and MDR's further assertions regarding the CCSWA allegedly abandoning a "mix and match" approach are also not only within the CCWSA's authority and discretion, but are simply irrelevant. The Act

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<sup>2</sup> See, Public Resources Code section 40059

<sup>3</sup> "Each proposer will be required to provide stand-alone pricing for collection services and each of the processing services it proposes; *and will be invited, at its option, to provide a discounted rate for a combined collection and processing services proposal*, and for transfer and/or disposal services if it submitted a proposal for those services in response to the CCCSWA's March 29, 2013 RFP for Transfer and Disposal Services." [Emphasis added]

and the RFP clearly establish the CCCSWA's right to adopt any approach that it sees fit, "mix and match" or otherwise.

CCWS and MDR cannot credibly assert to your Board that Republic's participation in conformance with the CCCSWA's RFP constitutes "unfair competition" under Section 17200. To establish a violation of Section 17200, a complainant must show that alleged unlawful conduct violates the antitrust laws. *See, e.g., Docmagic, Inc. v. Ellie Mae, Inc.* 745 F.Supp.2d 1119, 1131 (N.D. Cal., 2010) ("where the same conduct is alleged to support both a plaintiff's federal antitrust claims and state-law unfair competition claim, a finding that the conduct is not an antitrust violation precludes a finding of unfair competition"). As noted above, there is no violation of the antitrust laws. A further analysis follows.

#### No Section 17200 Duty to Provide an Advantage to a Rival Company

CCWS and MDR do not cite a single case holding that Republic charging *itself* less for services than it charges third parties such as MDR or CCWS can provide a basis for a claim under Section 17200. Nor can they. Whatever Republic decides to have one affiliate charge itself in a packaged price simply cannot affect competition under these circumstances. In fact, this issue has been expressly addressed by a number of courts applying the federal antitrust laws.

The Clayton Act Section 2(a) establishes a claim for price-discrimination under certain circumstances.<sup>4</sup> That provision requires that the seller discriminate between two or more "purchasers." However, whatever one Republic company decides to charge a sister company, both of which are owned ultimately by the same company – Republic Services, Inc. – cannot serve as the basis of a price-discrimination claim by another purchaser. The subsidiaries are treated as one and the same entity for purposes of Clayton Act Section 2(a), and there is simply no sale to two or more purchasers for price discrimination analysis purposes. *See, e.g., Caribe BMW, Inc. v. BMW AG*, 19 F.3d 745, 750-51 (1st Cir. 1994) (in *dictum*, holding that a transfer to a subsidiary can never be considered a "sale" for Robinson-Patman Act purposes); *City of Mt. Pleasant v. Associated Elec. Coop.*, 838 F.2d 268, 278-79 (8th Cir. 1988) (same); *Russ's Kwik Car Wash v. Marathon Petroleum Co.*, 772 F.2d 214, 217-20 (6th Cir. 1985) (same); *O'Byrne v. Cheker Oil Co.*, 727 F.2d 159, 164 (7th Cir. 1984) (same); *Sec. Tire & Rubber Co. v. Gates Rubber Co.*, 598 F.2d 962, 966 (5th Cir. 1979) (same).<sup>5</sup>

Nor can MDR and CCWS credibly assert that Republic's conduct can constitute "unfair

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<sup>4</sup> Section 2(a) provides that "It shall be unlawful for any person engaged in commerce ... to discriminate in price between different purchasers of commodities of like grade and quality ... where the effect of such discrimination may be substantially to lessen competition." 15 U.S.C. § 13(a).

<sup>5</sup> Any Clayton Act price-discrimination claim predicated upon the facts here would also fail because Section 2(a) applies only to the sale of "commodities" not services. *See, e.g., Yeager v. Waste Mgmt.*, 1994 WL 761959 (N.D. Ohio 1994) (granting defendants' motion for summary judgment with respect to plaintiff's Robinson-Patman claims where plaintiff alleged that defendants conspired to discriminate in the price of landfill services.)

competition” under monopolization or any other theory. Except under very limited circumstances not present here – such as those governed by the Clayton Act – firms may charge their customers, including their customer-competitors, whatever they wish to charge. *See Pacific Bell Telephone Co. v. LinkLine Communications*, 555 U.S. 438, 450 (2009) (“*Trinko* ... makes clear that if a firm has no antitrust duty to deal with its competitors at wholesale, it certainly has no duty to deal under terms and conditions that the rivals find commercially advantageous”); *see also Person v. Google, Inc.*, 2007 U.S. Dist. LEXIS 22499, at \*14 (N.D. Cal., 2007) (reinforcing precedent that “high prices, by themselves, are not anticompetitive or exclusionary,” and that “[a]bsent predatory practices, discriminating pricing does not threaten competition”).

For these reasons, the so-called antitrust and unfair competitive claims of MDR and CCWS are completely without merit.

The Keller Canyon Use Permit Argument Is Unavailing.

The CCWS/MDR use permit argument is based on the erroneous and unsupported assertion that condition 5.1 of the Keller use permit – a general condition that says Keller must accept solid waste originating in Contra Costa County if delivered to the facility in compliance with applicable permits *and* if appropriate disposal fees are paid - would somehow obligate Republic to make its Keller Canyon Landfill available to a marketplace competitor at the same rates and on the same terms as Republic would provide to its affiliated companies. To the contrary, Keller Canyon is authorized by its use permit and Franchise Agreement to charge different rates to different users. There is no obligation, express or implied, to offer disposal rates that are either (1) demanded by a rival/customer, or (2) equivalent to rates Keller Canyon would charge its affiliates or other customers.

The County Does Not Set or Regulate Landfill Rates. Contrary to the assertion made by counsel for CCWS/MDR at your February 11 Board meeting, the County does not and cannot regulate disposal rates established by Keller Canyon for customers and/or competitors under the terms of the Franchise Agreement governing the relationship between the County and Keller Canyon Landfill. The County does not have authority to set rates for the landfill, including a rate demanded by a competitor. Rate setting was initially included in the use permit and Franchise Agreement, however the Franchise Agreement was amended and restated in September 1994 expressly removing provisions authorizing County rate setting and regulation, and establishing in their place provisions that Keller Canyon Landfill will establish disposal rates in its sole discretion. That amended and restated Franchise Agreement has been in effect between the parties for over 19 years.

CCWS and MDR Have Access to Several Landfills in the Region. There are many landfills in the Bay Area including PHL and Hay Road Landfill in Solano County, (owned by Waste Connections, Inc. and Recology respectively), the Altamont Landfill in Alameda County



and the Redwood Landfill in Marin County (owned by Waste Management) that can easily be accessed using transfer vans hauling waste from a transfer station, such as the transfer station located in the City of Pittsburg and owned by CCWS. Indeed, CCWS and MDR would do just that in their proposal as evaluated by CCCSWA—use the Pittsburg transfer station to haul waste requiring landfill disposal to PHL – just a short distance from the Pittsburg transfer station. As I indicated in my testimony to the Board, it is common knowledge that MDR's sister companies, Concord Disposal and Pittsburg Disposal have for the past 20 years used the Pittsburg transfer station owned by CCWS to transfer waste collected from the cities of Concord and Pittsburg to the nearby PHL in Suisun. In addition to making the obvious point that Keller Canyon enjoys no monopoly, the out-of-county waste outflow represents a significant amount of solid waste that has escaped the County's established franchise fee and other governmental charges, irretrievably lost revenue for the past 20 years.

CCWS and its affiliated entities have not in the past sent any significant quantities of the waste collected in Contra Costa County to the Keller Canyon Landfill, because these Garaventa affiliates have claimed they obtained a better economic package from PHL for disposal of waste from their franchised cities. And with less and less solid waste collected by franchised haulers actually being landfill as opposed to recycled, and with state law requiring imposing even greater recycling goals in the future under AB 341 and other laws and regulations, disposal pricing is becoming less and less of a factor in a collection company's overall cost structure. CCWS and MDR are hard pressed to argue "monopoly" and being deprived of access to Keller Canyon Landfill when they have voluntarily chosen an out of county disposal site for their disposal needs. CCWS and MDR thus concede that the disposal market is competitive and that they have chosen a different service provider for many years.

CCWS and MDR Concede that Republic Has Submitted a More Favorable Combined Price. In making groundless "monopoly" claims, CCWS and MDR are also conceding that Republic has submitted a more favorable combined (bundled) price for collection, transfer and disposal in response to the CCCSWA's RFP. Just because CCWS and MDR have submitted a more expensive competing proposal using an alternative landfill disposal provider -- their long-utilized disposal site, PHL -- does not mean that Republic has somehow unfairly eliminated MDR from competition. Rather, it reflects the essence of competition. It is common practice in a free enterprise society for companies to compete with each other using their own facilities that they spent literally millions of dollars on to permit, construct and develop. The Garaventa's transfer station in Pittsburg is one such example. Would Mt. Diablo Recycling charge a competitor wanting to use its Pittsburg transfer station the same internal company rate that it charges its sister companies Concord Disposal and Pittsburg Disposal, so that their competitors could then compete with more favorable pricing for collection services contracts in Concord and Pittsburg?

Republic Owes No Duty Under Federal Or State Laws To Provide A Pricing Advantage To A Rival. Company Republic owes no duty under federal or state antitrust laws or unfair

The Hon. Karen Mitchoff, Chair  
and Members of the Board  
Contra Costa County Board of Supervisors  
February 12, 2014  
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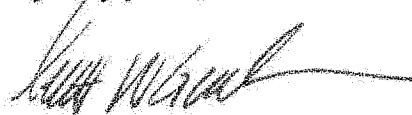
competition laws to provide a pricing advantage to a rival company. Condition 5.1 of the Keller Canyon use permit also does not require -- and cannot be reasonably read to require -- that Republic must accept waste at disposal rates dictated by a competitor in an RFP process (or through any other process for that matter). CCWS and MDR cite no relevant law or other support for this ridiculous assertion.

I am hopeful that your Board sees the CCWS and MDR tactics for what they are -- a desperate last minute smear campaign from a sour grapes competitor who did not receive a favorable recommendation from the CCCSWA staff, an independent consultant and the ad hoc committee of the CCCSWA Board that unanimously recommended Republic as the best overall value and lowest cost provider for recyclables/solid waste collection and disposal services.

I respectfully ask your Board to avoid the trap of endless County staff work projects and investigations of unsupported claims that were first asserted on the eve of the CCCSWA's final contractor selection meeting. The CCCSWA is, of course, already evaluating claims that have now been brought to your Board. The delay strategy of CCWS and MDR most likely means there will be new claims, new questions, more testimony and strategically delivered last minute lawyer letters from CCWS and MDR submitted for any further Board of Supervisors meetings. The entire effort has been orchestrated and carefully choreographed in an effort to cloud the CCCSWA process and interpose delay. I would urge your Board to resist the temptation to participate in such a contorted process, and allow the CCCSWA to complete its process.

Thank you for your consideration of these matters.

Very truly yours,



Scott W. Gordon

SWG:cg

cc: Tim Benter, Republic Services, Inc. Vice-President  
and Deputy General Counsel  
Mike Caprio, Northern California Area President  
Tim Argenti, General Manager  
Edward B. Schwartz, Esq., Steptoe & Johnson LLP  
Damon Kalt, Esq., Steptoe & Johnson LLP  
Thomas M. Bruen, Esq., Law Offices of Thomas M. Bruen, PC  
Paul Morsen, Executive Director, CCCSWA  
Kenton L. Alm, Esq., Meyers Nave et al, Counsel to CCCSWA  
Robert Hilton, Principal, HFH Consultants



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and Members of the Board  
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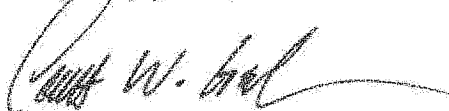
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Mr. David Twa, CCC County Administrator  
Ms. Sharon L. Anderson, CCC County Counsel  
Ms. Catherine Kutsouris, Director, CCC Conservation & Development  
Ms. Deidra Dingman, CCC Solid Waste Programs Manager



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February 14, 2014

**VIA EMAIL (candace.andersen@bos.cccounty.us)**

Chairperson Candace Andersen and  
Members of the Board of Directors  
Central Contra Costa Solid Waste Authority  
1850 Mt. Diablo Boulevard, Suite 320  
Walnut Creek, CA 94596

Re: List of Questions In Response to Request from CCCSWA

Dear Ms. Swanborn:

In response to the request of the Central Contra Costa County Solid Waste Authority ("CCCSWA"), Mt. Diablo Recology, LLC ("MDR") submits the following questions, the answers to which have critical importance respecting the integrity of the bidding process for the CCCSWA's Franchise Agreement, and its award. At the January 30, 2014 Board meeting, members of the Board requested this list of issues and the undersigned committed to providing it. Accordingly, MDR respectfully requests that CCCSWA answer the questions as quickly as it is able to do so.

In reference to the questions set forth below, please consider the term "CCCSWA" to also include CCCSWA staff and HF&H. Also the term "Republic" refers to both Republic Services and Allied Waste Systems, and all other Republic and Allied affiliated parties (e.g., the Keller Canyon Landfill Company).

**General Questions Regarding the Checking and Audit of Data Submitted with and Supporting Republic's Proposal.**

- 1) Has CCCSWA ever audited the reporting and annual figures provided by Republic and Waste Management to determine the accuracy of their reports and figures? If so, please provide MDR with copies of each audit.
- 2) Why are there virtually no additional costs associated with Republic's high diversion proposal? Has the CCCSWA looked into this fact? If so, please provide us with copies of any written analysis of this issue, and a summary of any oral discussions on this point.
- 3) CCCSWA made it clear in public meetings that they will be recommending Republic in part because their high diversion proposal is less

expensive. The consultants acknowledged that MDR's high diversion proposal, while "similar" to Republic's proposal, achieved somewhat higher levels of diversion. MDR's proposal offers a substantially higher level of diversion, which would be implemented considerably sooner. Specifically, MDR will provide a diversion rate of 90%+ by the year 2025, which never was compared to Republic's high diversion goal of 60% – 70%. The two proposals are not roughly equal on diversion. Please provide copies of written analysis, and summaries of any oral discussions, regarding these facts.

- 4) On the basis of what information did the Ad Hoc Committee make its recommendation? Did the Ad Hoc committee make its decision on the basis of CCCSWA consultant presentations only? If not, please provide a list of, and copies of, all materials on which the Ad Hoc Committee based its recommendation.

**Questions Regarding Verification of Republic's Compliance with Use Permit and Applicable Law.**

- 1) Has CCCSWA ever conducted an audit or review of Republic's compliance with the terms and conditions of their current franchise agreement? If so, please provide MDR with copies of each contract compliance audit/or review.
- 2) Prior to preparing the CCCSWA Request For Proposals ("RFPs"), receiving the submitted proposals, and recommending Republic for collection, transfer and disposal, did CCCSWA review the Keller Canyon conditional use permit and solid waste facilities permit? If so, please provide MDR with copies of each written report and/or analysis relating thereto, and a summary of any oral discussions related thereto.
- 3) As the attached report from Loewke Planning Associates documentation shows (supported by printouts from Web sites maintained by the United States Environmental Protection Agency and CalRecycle), Republic appears to have received a number of regulatory violations in the past five years. Has the CCCSWA received notice from Republic during the course of the RFP process of these violations, or: any other violations issued by CalRecycle, Contra Costa County, or other regulatory entities with respect to Republic or its operations; any information regarding contractual defaults by Republic with public agencies; any lawsuits, pending or concluded, against Republic? Has the CCCSWA investigated whether any of these violations are pending? If so, please provide MDR with copies of each written report and/or analysis relating thereto, and a summary of any oral discussions related thereto. Please also provide us with copies of all violation records known to the CCCSWA related to Republic's operations in the State of California and its operation of Keller Canyon.

- 4) A company's performance record is listed in the RFPs as an evaluation criterion. Has the CCCSWA accounted for any Republic violations in making its recommendation? If so, please provide MDR with copies of each written report and/or analysis relating thereto, and a summary of any oral discussions related thereto.

**Questions Regarding Republic's Use of Green Waste and Alternative Daily Cover.**

- 1) From commencement of CCCSWA's franchise agreement with Republic, did CCCSWA ever authorize Republic to direct haul green waste materials from the CCCSWA franchised area to Keller landfill? If so, please provide the dates of each direct haul, the CCCSWA member's jurisdiction and the amount of the tonnage delivered for each direct haul.
- 2) From commencement of CCCSWA's franchise agreement with Republic, did CCCSWA ever authorize Republic to transport green waste with food waste to Keller or any other landfill for use as alternative daily cover? If so, please provide the dates of each such delivery, the landfill, from which members jurisdiction and the amount of tonnage of each delivery.
- 3) In a number of public presentations, Republic has indicated that it has complied with and operated in accordance with the terms and conditions of its present franchise agreement with the CCCSWA. Is it CCCSWA's position that Republic is authorized by CCCSWA to direct haul unprocessed green waste to Keller to be used as ADC, and to deliver green waste with food waste to Keller or any other landfill to be used as ADC?
- 4) CCCSWA's franchise agreement appears to authorize both the above practices. Did CCCSWA ever amend its franchise agreement with Republic to eliminate these practices, consistent with state law? If not, please provide an explanation as to why the franchise agreement was not amended. If it was amended, please provide a copy of the amendment.
- 5) Please provide a list of all "Designated Green Waste and Food Waste Processing Facilities" approved by CCCSWA for the processing of green waste and food waste collected within the CCCSWA boundaries. Please provide the dates of each approval, who approved the designation, and any writing referencing each approval.
- 6) From commencement of its Franchise agreement, has CCCSWA ever conducted a review or audit to verify where its green waste is delivered, and whether any of the material is composted? Please provide us with written

copies of any audit, and a summary of any oral discussions or analysis regarding this topic.

**Questions Regarding Republic's Refusal to Allow Competing Parties to Use Keller Canyon Landfill in Conjunction Their Offered Services; Questions Regarding "Stand-Alone" Rate for Keller Canyon of \$69+ Per Ton.**

- 1) Per the CCCSWA's most recent staff report and its attachments (e.g., Attachments A.5 and 11.C), Republic has indicated it will not allow companies who bid on competing services (e.g., transfer, collection) to partner with Keller Canyon. When did Republic make this statement, either orally or in writing, and to whom? Please provide us any copies of any written materials received by Republic, and a written summary of any oral representations made by Republic.
- 2) When did CCCSWA first notify the CCCSWA Board of Directors, Ad Hoc Committee, and the other proposers that Republic refused to "mix and match" RFP proposals, as described above? Please provide us with copies of any written materials concerning this issue, and a written summary of notifications received orally.
- 3) Did Republic ever provide to CCCSWA an explanation, either orally or in writing, as to why it would not "mix and match" proposals with MDR? If so, what explanation was given? Please provide us with copies of any written explanations, and a written summary of any oral explanations.
- 4) Has Republic represented to the CCCSWA that it is unwilling to partner with MDR insofar as it bid on the recycling component of the new franchise, or any company aside from Pacific Rim Recycling? If so, when did Republic make this statement, and to whom? Please provide us with copies of any written materials concerning this issue, and a written summary of statements received orally.
- 5) In Republic's bid, it quoted a "stand-alone" price for use of Keller Canyon by competitors of approximately \$69. Did CCCSWA ever attempt to analyze what an appropriate landfill disposal fee would be for disposal of CCCSWA solid waste at Keller?
- 6) Did CCCSWA ever contact any other jurisdictions, companies, the County of Contra Costa, or other entities to attempt to determine what an appropriate landfill disposal rate should be? If so, please provide a list of the parties contacted, any information provided, and any resulting analysis made by CCCSWA or provided by a third party.
- 7) Was the CCCSWA Board of Directors ever notified, orally or in writing, that Keller Landfill's conditional use permit required Keller to provide an

appropriate landfill disposal fee for solid waste for areas within Contra Costa County? If so, please provide the dates and any written report or communication.

- 8) What efforts did CCCSWA make, to have Keller provide CCCSWA with an appropriate landfill disposal rate?

**Questions Regarding Routing Information and Cost Allocation Among CCCSWA Member Agencies.**

- 1) Staff at the last CCCSWA board meeting acknowledged an error by Republic concerning its CCCSWA member allocation, where it appears Republic did not properly account for service costs of "hard-to-serve" areas in Orinda, Moraga, and Lafayette. Did Republic or staff adjust the allocation? If so, please provide the adjusted allocation.
- 2) Staff also indicated there may be other math errors in the RFP proposals. If so, please identify each error and provide any corrections that have been made.

**Questions Regarding Information Received and Assumptions Concerning Pacific Rim Recycling.**

- 1) In its presentation at the last Board meeting, Pacific Rim Recycling ("PRR") conceded that its plant in Benicia is out-of date and must be upgraded. Moreover, as a land use attorney pointed out at the meeting, the Pacific Rim Recycling plant has limited capacity and several permitting obstacles which restrict its ability to meet terms of the contemplated franchise agreement. Prior to recommending PRR, did CCCSWA or the Ad Hoc Committee independently review or analyze the representations of PRR regarding its residual numbers, facility operation, present permits, facility processing limits, and required future permits in order to properly process CCCSWA's recycling materials? If so, please provide us with copies of the review or analysis documents, and summarize any oral discussions.
- 2) Prior to recommending PRR, did CCCSWA or the Ad Hoc Committee independently review what changes would be necessary to PRR's present operations, from both a permit and operations standpoint, in order to properly process CCCSWA's present and future recycling demands? If so, please provide us copies of any written reports or analyses, and a written summary of any oral discussions.
- 3) PRR represented in its initial presentation to the CCCSWA Board that it would only process residential recyclables and would provide service for multi-family and commercial recycling on an individual customer basis. Has that changed? If so, what changes have been made in PRR's proposal? If

not, who is CCCSWA recommending to process state mandated commercial and multi-family recyclable materials?

- 4) How did CCCSWA determine the number of collection vehicle routes in its RFP? If the number of routes was provided by a third party, who was the third party and what was provided? Please provide any documentation relating to your routing determinations, and a written summary of any oral discussions.
- 5) Did CCCSWA independently review the collection routing numbers provided in the Republic and MDR proposals? If so, please us with copies of any written analysis, and a written summary of any oral discussions.
- 6) Please confirm how many routes Republic operates today. If Republic's current proposal involves a reduction in routes, or does not provide increased routes in proportion with the expected increase in franchise tonnage throughout the duration of the new franchise term, how will this reduction of routes impact the transition to new services? How will this reduction in routes impact working conditions, including hours and safety concerns. Please provide us copies of any written analyses that CCCSWA has conducted with respect to these issues, and a written summary of any oral discussions.
- 7) Did CCCSWA analyze the impact to streets within its boundaries based upon Republic's proposed use of large, heavier Curotto vehicles? If so, please us with copies of any written analysis, and a written summary of any oral discussions.

We respectfully request that you provide answers to the above questions, and the requested documents, no later than February 21, 2014. If you require a formal public records act request under Government Code section 6250 et seq., please let us know and we will submit one immediately. Thank you for your attention to these important matters.

Sincerely,

MILLER STARR REGALIA



Wilson F. Wendt

WFW:nmt

Enclosures

cc: Members of the CCCSWA Board



Tracy Swanborn  
VIA EMAIL ([candace.andersen@bos.cccounty.us](mailto:candace.andersen@bos.cccounty.us))  
Page 7

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Paul Morsen ([paul@wastediversion.org](mailto:paul@wastediversion.org))  
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Tracy Swanborn ([tswanborn@hfh-consultants.com](mailto:tswanborn@hfh-consultants.com))  
Clients

## Republic / Keller Canyon Landfill Analysis

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This document summarizes the issues related to Keller Canyon Landfill and the Republic Proposals for the "Collection and Processing" and "Transfer and Landfill" operations.

From our research of Republic and of Keller Canyon landfill, the following issues have occurred:

- Current EPA Facility Status for Keller Canyon: "Significant Violation"
- The EPA's ECHO database currently lists Keller Canyon having been in non-compliance with the SIP (State Implementation Plan), Title 5 Permits, and Facility-Wide Permit Requirements for the past 12 consecutive quarters.
- The EPA's ECHO database currently lists Keller Canyon Landfill as a "High Priority Violator" (HPV), and the state has taken lead enforcement against their violation status for corrective action.
- The EPA's ECHO database shows that during the past 5 years Keller Canyon Landfill has received the following enforcement actions:
  - one informal enforcement action with a State Issued NOV (08/30/2010)
  - two formal enforcement actions with State Administrative Orders Issued (02/02/2009 & 12/13/2010)



You have been redirected from the former ECHO site to the modernized ECHO, now at [echo.epa.gov](http://echo.epa.gov). Please update your bookmarks, and see our ECHO Modernization Information page to learn about the new ECHO.

## Detailed Facility Report

### Facility Summary

**KELLER CANYON LANDFILL**  
**901 BAILEY ROAD, PITTSBURG, CA 94565**

#### Facility Information (FRS)

FRS ID: 110001163053

EPA Region: 09

Latitude: 38.012469

Longitude: -121.94197

Industry:

Indian Country: N

#### Regulatory Interests

Clean Air Act: Operating Major (06013A4618)

Clean Water Act:

Resource Conservation and Recovery Act:

Safe Drinking Water Act:

#### Also Reports

Air Emissions Inventory (EIS): 276111

Greenhouse Gas Emissions (eGGRT): 1004011

Toxic Releases (TRI):

### Enforcement and Compliance Summary

Statute	Insp (5 Years)	Date of Last Inspection	Current Compliance Status	Qtrs in NC (of 12)	Qtrs in Significant Violation	Informal Enforcement Actions (5 years)	Formal Enforcement Actions (5 years)	EPA Cases	Penalties (5 years)
CAA	1	10/01/2009	Significant Violation	0	12	1	1	--	\$2,250

### Facility/System Characteristics

## Facility/System Characteristics

Statute	Identifier	Universe	Status	Areas	Permit Expiration Date	Indian Country	Latitude	Longitude
	110001163053	--	--	null	N		38.012469	-121.94
CAA	06013A4618	Major	Operating	--	null	--	--	--
CAA	1004011	Direct Emitter	Active	--	null	--	38.006263	-121.94
CAA	276111	Landfill	Operating	--	null	--	38.01727	-121.94

## Facility Contact Information

System	Identifier	Facility Name	Facility Address	Contact Name	Contact Telephone
FRS	110001163053	KELLER CANYON LANDFILL	901 BAILEY ROAD, PITTSBURG, CA 94565	x	x
AFS	06013A4618	KELLER CANYON LANDFILL COMPANY	901 BAILEY RD, PITTSBURG, CA 94565	x	x
GHG 2012	1004011	KELLER CANYON LANDFILL	901 BAILEY ROAD, PITTSBURG, CA 94565	x	x
EIS 2011	276111	KELLER CANYON LANDFILL COMPANY	901 BAILEY ROAD, PITTSBURG, CA 94565	x	x

## Facility SIC Codes

System	Identifier	SIC Code	SIC Desc
AFS	06013A4618	4953	--

## Facility NAICS Codes

System	Identifier	NAICS Code	NAICS Desc
AFS	06013A4618	562211	Hazardous Waste Treatment And Disposal
GHG 2012	1004011	562212	Solid Waste Landfill
EIS 2011	276111	562211	Hazardous Waste Treatment And Disposal

## Enforcement and Compliance

### Compliance Monitoring History (5 years)

Statute	Source ID	System	Inspection Type	Lead Agency	Date	Finding
CAA	06013A4618	AFS	STATE CONDUCTED FCE/ON-SITE	State	10/01/2009	--
CAA	06013A4618	AFS	STATE PCE/ON-SITE	State	12/18/2009	--

## Compliance Summary Data

Statute	Source ID	Current SNC/HPV	Description	Current As Of	Qtrs in NC (of 12)
CAA	06013A4618	Yes	VIOLATION ADDRESSED; STATE HAS LEAD ENFORCEMENT	01/04/2014	12

## Three Year Compliance Status by Quarter

Program/Pollutant/Violation	Q TR	Q TR	Q TR	Q TR	Q TR	Q TR
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Statute Type	1	2	3	4	5	6	Q TR 7	Q TR 8	Q TR 9
CAA (Source ID: 06013A4618)	04/01-07/01-06/30 2011	10/01-01/01-09/30 2011	01/01-04/01-12/31 2011	01/01-07/01-03/31 2012	04/01-07/01-06/30 2012	07/01-10/01-09/30 2012	10/01-12/31 2012	01/01-03/31 2013	04/01-06/30 2013
Facility-Level Status	HPV	HPV	HPV	HPV	HPV	HPV	HPV	HPV	HPV
HPV History	Addr- State	Addr- State	Addr- State	Addr- State	Addr- State	Addr- State	Addr- State	Addr- State	Addr- State
Program/Pollutant in Current Violation									
CAA SIP	--	--	--	--	--	--	--	--	--
CAA TITLE V PERMITS	--	--	--	--	--	--	UNKNOWN	UNKNOWN	UNKNOWN
FACILITY-WIDE PERMIT REQUIREMENTS	--	--	--	--	--	--	--	--	--

## Informal Enforcement Actions (5 Years)

Statute	Source ID	Type of Action	Lead Agency	Date
CAA	06013A4618	STATE NOV ISSUED	State	08/30/2010

## Formal Enforcement Actions (5 Years)

Statute	Source ID	Type of Action	Lead Agency	Date	Penalty	Penalty Description
CAA	06013A4618	STATE ADMINISTRATIVE ORDER ISSUED	State	12/13/2010	2250	--

## ICIS Case History

Primary Law/Section	Case No.	Case Type	Lead Agency	Case Name	Issued/Filed Date	Settlement Date	Federal Penalty	St Pe
No data records returned								

# Environmental Conditions

## Water Quality

Permit ID	Watershed (HUC 8)	Watershed Name (HUC 8)	Watershed (HUC 12)	Watershed Name (HUC 12)	Receiving Waters	Impaired Waters	Co Se: Sy:
No data records returned							

## Air Quality

Non-Attainment Area?	Pollutant(s)
Yes	Ozone
No	Lead
Yes	Particulate Matter

# Pollutants

## TRI History of Reported Chemicals Released in Pounds per Year at Site

Year	Total Air Emissions	Surface Water Discharges	Off-Site Transfers to POTWs	Underground Injections	Releases to Land	Total On-site Releases	Total Off-site Releases
------	---------------------	--------------------------	-----------------------------	------------------------	------------------	------------------------	-------------------------

No data records returned

## TRI Total Releases and Transfers by Chemical and Year

Chemical Name
---------------

No data records returned

## Demographic Profile

### Demographic Profile of Surrounding Area (3 Miles)

This section provides demographic information regarding the community surrounding the facility. ECHO compliance data alone are not sufficient to determine whether violations at a particular facility had negative impacts on public health or the environment. Statistics are based upon the 2010 US Census and American Community Survey data, and are accurate to the extent that the facility latitude and longitude listed below are correct. The latitude and longitude are obtained from the EPA Locational Reference Table (LRT) when available.

<b>Radius of Area:</b>	3	<b>Land Area:</b>	94%	<b>Households in Area:</b>	17,632
<b>Center latitude:</b>	38.012469	<b>Water Area:</b>	6%	<b>Housing Units in Area:</b>	18,912
<b>Center Longitude:</b>	-121.94197	<b>Population Density:</b>	2,262/sq.mi.	<b>Households on Public Assistance:</b>	883
<b>Total Persons:</b>	59,759	<b>Percent Minority:</b>	62%	<b>Persons Below Poverty Level:</b>	23,292
<b>Race Breakdown</b>		<b>Persons (%)</b>	<b>Age Breakdown</b>		<b>Persons (%)</b>
<b>White:</b>	22,745 (38.06%)		<b>Child 5 years and younger:</b>	5,012 (8.39%)	
<b>African-American:</b>	7,896 (13.21%)		<b>Minors 17 years and younger:</b>	17,154 (28.71%)	
<b>Hispanic-Origin:</b>	28,801 (48.2%)		<b>Adults 18 years and older:</b>	42,605 (71.29%)	
<b>Asian/Pacific Islander:</b>	9,805 (16.41%)		<b>Seniors 65 years and older:</b>	4,354 (7.29%)	
<b>American Indian:</b>	504 (.84%)				
<b>Other/Multiracial:</b>	18,809 (31.47%)				
<b>Education Level (Persons 25 &amp; older)</b>		<b>Persons (%)</b>	<b>Income Breakdown</b>		<b>Households (%)</b>
<b>Less than 9th Grade:</b>	5,267 (15.26%)		<b>Less than \$15,000:</b>	5,280 (15.3%)	
<b>9th through 12th Grade:</b>	4,019 (11.65%)		<b>\$15,000 - \$25,000:</b>	1,555 (8.97%)	
<b>High School Diploma:</b>	9,799 (28.39%)		<b>\$25,000 - \$50,000:</b>	4,432 (25.56%)	
<b>Some College/2-yr:</b>	10,147 (29.4%)		<b>\$50,000 - \$75,000:</b>	3,044 (17.56%)	
<b>B.S./B.A. or More:</b>	5,280 (15.3%)		<b>Greater than \$75,000:</b>	6,521 (37.61%)	



State of California  
**CIWMB 52**  
 (Rev 09/08)

California Integrated Waste Management Board  
**Disposal Facility Inspection Report**

Blue or Black Ink Pen

Page 1 of 1

Enforcement Agency: <b>Contra Costa LEA</b>		For Official CIWMB Use Only	
FACILITY FILE NUMBER: <b>(99-xx-9999)</b>		INSPECTION DATE (MM/DD/YYYY)	
<b>07 - A A - 0032</b>		<b>01/28/2011</b>	
PROGRAM CODE (Select only one code)		Time In: <b>12:30 AM</b>	
<input checked="" type="radio"/> LEA Periodic <input type="radio"/> CIWMB Closed Sites <input type="radio"/> CIWMB Focused <input type="radio"/> LEA Focused <input type="radio"/> CIWMB Enforcement Agent <input type="radio"/> CIWMB Periodic		Inspection Time <b>2.50 Hours</b>	
Time Out: <b>3:00 PM</b>		<input type="radio"/> Attachments On-File (Not Scanned)	
Facility Name <b>Keller Canyon Landfill</b>		Received By (Operator) Signature forwarded by mail to Michael Caprio	
Facility Location <b>901 Bailey Road, Pittsburg, CA 94565</b>		Owner Signature (if present) <b>Allied Waste Industries, Inc.</b>	
Inspector <b>William Eric Fung</b>		Also Present (Name) <b>T. Pattee - Allied Waste</b>	
Inspector Signature <i>[Signature]</i>			

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF THE PUBLIC RESOURCES CODE (PRC), AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR). THE STANDARDS BELOW ARE CONSIDERED IN COMPLIANCE UNLESS OTHERWISE MARKED WITH ONE OF THE FOLLOWING: V=VIOLATION A=AREA OF CONCERN

PERMITS	V	A	SPREADING/COMPACTING	V	A	CONTROLS	V	A
PRC 44004(a) - SIGNIFICANT CHANGE	<input type="radio"/>	<input type="radio"/>	20640 - SPREADING/COMPACTING	<input type="radio"/>	<input type="radio"/>	20840 - NOISE CONTROL	<input type="radio"/>	<input type="radio"/>
PRC 44014(b) - OPERATOR COMPLIES WITH TERMS AND CONDITIONS OF PERMIT	<input type="radio"/>	<input type="radio"/>	20650 - GRADING OF FILL SURFACES	<input type="radio"/>	<input type="radio"/>	20860 - TRAFFIC CONTROL	<input type="radio"/>	<input type="radio"/>
21640 - REVIEW OF PERMITS	<input type="radio"/>	<input type="radio"/>	20660 - STOCKPILING	<input type="radio"/>	<input type="radio"/>	20870 - HAZARDOUS WASTES	<input type="radio"/>	<input type="radio"/>
21600 - REPORT OF DISP SITE INFORMATION	<input type="radio"/>	<input type="radio"/>	DAILY & INTERMEDIATE COVER			20880 - MEDICAL WASTES	<input type="radio"/>	<input type="radio"/>
LOCATION RESTRICTIONS			20670 - AVAILABILITY OF COVER MATERIAL	<input type="radio"/>	<input type="radio"/>	20890 - DEAD ANIMALS	<input type="radio"/>	<input type="radio"/>
20270 - AIRPORT SAFETY	<input type="radio"/>	<input type="radio"/>	20680 - DAILY COVER	<input type="radio"/>	<input type="radio"/>	20900 - AIR CRITERIA	<input type="radio"/>	<input type="radio"/>
OPERATING CRITERIA			20690 - ALTERNATIVE DAILY COVER	<input type="radio"/>	<input type="radio"/>	GAS MONITORING & CONTROL		
20510 - DISPOSAL SITE RECORDS	<input type="radio"/>	<input type="radio"/>	20695 - PERFORMANCE STANDARDS	<input type="radio"/>	<input type="radio"/>	20918 - EXEMPTIONS	<input type="radio"/>	<input type="radio"/>
20515 - MSWLF UNIT RECORDS	<input type="radio"/>	<input type="radio"/>	20700 - INTERMEDIATE COVER	<input type="radio"/>	<input type="radio"/>	20919 - GAS CONTROL	<input type="radio"/>	<input type="radio"/>
20517 - DOCUMENT APPROVALS/REQUIREMENTS	<input type="radio"/>	<input type="radio"/>	20688 - BENEFICIAL REUSE	<input type="radio"/>	<input type="radio"/>	20921 - GAS MONITORING & CONTROL	<input type="radio"/>	<input type="radio"/>
20520 - SIGNS	<input type="radio"/>	<input type="radio"/>	HANDLING, EQUIPMENT & MAINTENANCE			20937 - REPT & CONTROL/EXCESSIVE GAS CON	<input type="radio"/>	<input type="radio"/>
20530 - SITE SECURITY	<input type="radio"/>	<input type="radio"/>	20710 - SCAVENGING/SALVAGING/STORAGE	<input type="radio"/>	<input type="radio"/>	CLOSURE		
20540 - ROADS	<input type="radio"/>	<input type="radio"/>	20720 - NON-SALVAGEABLE ITEMS	<input type="radio"/>	<input type="radio"/>	21110 - TIME FRAMES FOR CLOSURE	<input type="radio"/>	<input type="radio"/>
20550 - SANITARY FACILITIES	<input type="radio"/>	<input type="radio"/>	20730 - VOLUME REDUCTION/ENERGY RECOVERY	<input type="radio"/>	<input type="radio"/>	21780 - SUBMITTAL CLOSURE PLANS	<input type="radio"/>	<input type="radio"/>
20560 - DRINKING WATER SUPPLY	<input type="radio"/>	<input type="radio"/>	20740 - EQUIPMENT	<input type="radio"/>	<input type="radio"/>	TIRES		
20570 - COMMUNICATION FACILITIES	<input type="radio"/>	<input type="radio"/>	20750 - SITE MAINTENANCE	<input type="radio"/>	<input type="radio"/>	17351 - FIRE PREVENTION MEASURES	<input type="radio"/>	<input type="radio"/>
20580 - LIGHTING	<input type="radio"/>	<input type="radio"/>	CONTROLS			17352 - FACILITY ACCESS SECURITY	<input type="radio"/>	<input type="radio"/>
PERSONNEL			20780 - NUISANCE CONTROL	<input type="radio"/>	<input type="radio"/>	17353 - VECTOR CONTROL	<input type="radio"/>	<input type="radio"/>
20590 - PERSONNEL HEALTH & SAFETY	<input type="radio"/>	<input type="radio"/>	20770 - ANIMAL FEEDING	<input type="radio"/>	<input type="radio"/>	17354 - STORAGE	<input type="radio"/>	<input type="radio"/>
20610 - TRAINING	<input type="radio"/>	<input type="radio"/>	20780 - OPEN BURNING/BURNING WASTES	<input type="radio"/>	<input type="radio"/>	17355 - DISPOSAL	<input type="radio"/>	<input type="radio"/>
20615 - SUPERVISION	<input type="radio"/>	<input type="radio"/>	20790 - LEACHATE CONTROL	<input type="radio"/>	<input type="radio"/>	17356 - INDOOR STORAGE	<input type="radio"/>	<input type="radio"/>
20620 - SITE ATTENDANT	<input type="radio"/>	<input type="radio"/>	20800 - DUST CONTROL	<input type="radio"/>	<input type="radio"/>	OTHER		
CONFINED UNLOADING			20810 - VECTOR AND BIRD CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
20630 - CONFINED UNLOADING	<input type="radio"/>	<input type="radio"/>	20820 - DRAINAGE & EROSION CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
			20830 - LITTER CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>

Comments: (Note: for additional or continued comments use the CIWMB 03 or attach additional pages.)

- 1) A review of records was conducted with Todd Pattee. Records reviewed included daily tonnage, special occurrences, manifests, radiation monitoring logs, load screening, site inspection logs (daily, weekly, & monthly), waste discrepancy logs, waste receipts, weather records, employee training, flare logs, fire pump house log, SWPPP, SPCC, wet season run off monitoring, etc.
- 2) Hazardous waste storage. Accumulation dates - Waste Oil 1/24/11 Antifreeze 4/22/10, Used Oil Filter Drums 6/16/10, 10/25/10, & 12/22/10.
- 3) There were 4 batteries in the storage locker at the time of inspection.
- 4) Radiation Monitor calibration 12/31, 1-8, 1/15, 1/19, & 1/22.
- 5) Performed drive through neighborhood immediately north of facility as a routine check with Todd Pattee. No odors detected during that survey.

INSTRUCTIONS ON BACK

Correct: ☒ Incorrect: ☐ ☐ ☐

EXAMPLE 1 2 3

Top White - CIWMB

Middle Pink - LEA

Bottom Yellow - Operator



State of California  
**CIWMB 52**  
(Rev 09/08)

California Integrated Waste Management Board  
**Disposal Facility Inspection Report**

Page 1 of 1

Enforcement Agency: <b>Contra Costa LEA</b>		For Official CIWMB Use Only Received Date: <b>MAY 18 2011</b>	
FACILITY FILE NUMBER (99-xx-9999) <b>07 - A A - 0032</b>		INSPECTION DATE (MM/DD/YYYY) <b>03/22/2011</b>	
PROGRAM CODE (Select only one code) <input checked="" type="radio"/> LEA Periodic <input type="radio"/> CIWMB Closed Sites <input type="radio"/> CIWMB Focused <input type="radio"/> LEA Focused <input type="radio"/> CIWMB Enforcement Agent <input type="radio"/> CIWMB Periodic		Time In: <b>10:30 AM</b>	Inspection Time <b>3.0 Hours</b>
Time Out: <b>1:30 PM</b>		Attachments: On File (Not Scanned)	
Facility Name <b>Keller Canyon Landfill</b>		Received By (Operator) Signature forwarded by mail to Michael Caprio	
Facility Location <b>901 Bailey Road, Pittsburg, CA 94565</b>		Owner Signature (if present) <b>Allied Waste Industries, Inc.</b>	
Inspector <b>William Eric Fung</b>		Also Present (Name) <b>T. Pattee - Allied Waste</b>	
Inspector Signature <i>[Signature]</i>			

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PERMITS	V	A	SPREADING/COMPACTING	V	A	CONTROLS	V	A
PRC 44004(a) - SIGNIFICANT CHANGE	<input type="radio"/>	<input type="radio"/>	20640 - SPREADING/COMPACTING	<input type="radio"/>	<input type="radio"/>	20840 - NOISE CONTROL	<input type="radio"/>	<input type="radio"/>
PRC 44014(b) - OPERATOR COMPLIES WITH TERMS AND CONDITIONS OF PERMIT	<input type="radio"/>	<input type="radio"/>	20650 - GRADING OF FILL SURFACES	<input type="radio"/>	<input type="radio"/>	20860 - TRAFFIC CONTROL	<input type="radio"/>	<input type="radio"/>
21640 - REVIEW OF PERMITS	<input type="radio"/>	<input type="radio"/>	20660 - STOCKPILING	<input type="radio"/>	<input type="radio"/>	20870 - HAZARDOUS WASTES	<input type="radio"/>	<input type="radio"/>
21600 - REPORT OF DISP SITE INFORMATION	<input type="radio"/>	<input type="radio"/>	DAILY & INTERMEDIATE COVER			20880 - MEDICAL WASTES	<input type="radio"/>	<input type="radio"/>
LOCATION RESTRICTIONS			20670 - AVAILABILITY OF COVER MATERIAL	<input type="radio"/>	<input type="radio"/>	20890 - DEAD ANIMALS	<input type="radio"/>	<input type="radio"/>
20270 - AIRPORT SAFETY	<input type="radio"/>	<input type="radio"/>	20680 - DAILY COVER	<input type="radio"/>	<input type="radio"/>	20900 - AIR CRITERIA	<input type="radio"/>	<input type="radio"/>
OPERATING CRITERIA			20690 - ALTERNATIVE DAILY COVER	<input type="radio"/>	<input type="radio"/>	GAS MONITORING & CONTROL		
20510 - DISPOSAL SITE RECORDS	<input type="radio"/>	<input type="radio"/>	20695 - PERFORMANCE STANDARDS	<input type="radio"/>	<input type="radio"/>	20918 - EXEMPTIONS	<input type="radio"/>	<input type="radio"/>
20515 - MSWLF UNIT RECORDS	<input type="radio"/>	<input type="radio"/>	20700 - INTERMEDIATE COVER	<input type="radio"/>	<input type="radio"/>	20919 - GAS CONTROL	<input type="radio"/>	<input type="radio"/>
20517 - DOCUMENT APPROVALS/REQUIREMENTS	<input type="radio"/>	<input type="radio"/>	20686 - BENEFICIAL REUSE	<input type="radio"/>	<input type="radio"/>	20921 - GAS MONITORING & CONTROL	<input checked="" type="radio"/>	<input type="radio"/>
20520 - SIGNS	<input type="radio"/>	<input type="radio"/>	HANDLING, EQUIPMENT & MAINTENANCE			20937 - REPT & CONTROL/EXCESSIVE GAS CON	<input type="radio"/>	<input type="radio"/>
20530 - SITE SECURITY	<input type="radio"/>	<input type="radio"/>	20710 - SCAVENGING/SALVAGING/STORAGE	<input type="radio"/>	<input type="radio"/>	CLOSURE		
20540 - ROADS	<input type="radio"/>	<input type="radio"/>	20720 - NON-SALVAGEABLE ITEMS	<input type="radio"/>	<input type="radio"/>	21110 - TIME FRAMES FOR CLOSURE	<input type="radio"/>	<input type="radio"/>
20550 - SANITARY FACILITIES	<input type="radio"/>	<input type="radio"/>	20730 - VOLUME REDUCTION/ENERGY RECOVERY	<input type="radio"/>	<input type="radio"/>	21780 - SUBMITTAL CLOSURE PLANS	<input type="radio"/>	<input type="radio"/>
20560 - DRINKING WATER SUPPLY	<input type="radio"/>	<input type="radio"/>	20740 - EQUIPMENT	<input type="radio"/>	<input type="radio"/>	TIRES		
20570 - COMMUNICATION FACILITIES	<input type="radio"/>	<input type="radio"/>	20750 - SITE MAINTENANCE	<input type="radio"/>	<input type="radio"/>	17351 - FIRE PREVENTION MEASURES	<input type="radio"/>	<input type="radio"/>
20580 - LIGHTING	<input type="radio"/>	<input type="radio"/>	CONTROLS			17352 - FACILITY ACCESS SECURITY	<input type="radio"/>	<input type="radio"/>
PERSONNEL			20760 - NUISANCE CONTROL	<input type="radio"/>	<input type="radio"/>	17353 - VECTOR CONTROL	<input type="radio"/>	<input type="radio"/>
20590 - PERSONNEL HEALTH & SAFETY	<input type="radio"/>	<input type="radio"/>	20770 - ANIMAL FEEDING	<input type="radio"/>	<input type="radio"/>	17354 - STORAGE	<input type="radio"/>	<input type="radio"/>
20610 - TRAINING	<input type="radio"/>	<input type="radio"/>	20780 - OPEN BURNING/BURNING WASTES	<input type="radio"/>	<input type="radio"/>	17355 - DISPOSAL	<input type="radio"/>	<input type="radio"/>
20615 - SUPERVISION	<input type="radio"/>	<input type="radio"/>	20790 - LEACHATE CONTROL	<input type="radio"/>	<input type="radio"/>	17356 - INDOOR STORAGE	<input type="radio"/>	<input type="radio"/>
20620 - SITE ATTENDANT	<input type="radio"/>	<input type="radio"/>	20800 - DUST CONTROL	<input type="radio"/>	<input type="radio"/>	OTHER		
CONFINED UNLOADING			20810 - VECTOR AND BIRD CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
20630 - CONFINED UNLOADING	<input type="radio"/>	<input type="radio"/>	20820 - DRAINAGE & EROSION CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
			20830 - LITTER CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>

Comments: (Note: for additional or continued comments use the CIWMB 03 or attach additional pages.)

- 1) Violation - 20921 Gas Monitoring and Control - Methane gas level at compliance perimeter probe MP-31A & MP-31B above the 5% permitted limit. MP-31A had readings of 44.2% on 2/7/11 and 43.9% on 2/16/11, MP-31B had readings of 13.3% on 2/7/11 and 15.2% on 2/16/11, according to facility methane gas monitoring reports. Facility to provide correction plan and take action to bring gas levels into compliance.
- 2) A review of records was conducted with Todd Pattee. Records reviewed included daily tonnage, special occurrences, manifests, radiation monitoring logs, load screening, site inspection logs (daily, weekly, & monthly), waste discrepancy logs, waste receipts, weather records, employee training, flare logs, fire pump house log, SWPPP, SPCC, wet season run off monitoring, etc.
- 3) Hazardous waste storage. Accumulation dates - Waste Oil 3/24/11 Antifreeze 4/22/10, Load Check Bin Empty, Used Oil Filter Drums 6/16/10, 3/2/11.
- 4) There were 0 batteries in the storage locker at the time of inspection.
- 5) Radiation Monitor calibration 2/26, 3/5, 3/12, & 3/19.

INSTRUCTIONS ON BACK

Correct: ☒ Incorrect: ☐ ☐ ☐

EXAMPLE 1 2 3

Top White - CIWMB

Middle Pink - LEA

Bottom Yellow - Operator



State of California  
**CIWMB 52**  
(Rev 09/08)

California Integrated Waste Management Board  
**Disposal Facility Inspection Report**

Page 1 of 1

Enforcement Agency: <b>Contra Costa LEA</b>		For Official CIWMB Use Only	
FACILITY FILE NUMBER: (99-xx-9999) <b>07 - AA - 0032</b>		INSPECTION DATE (MM/DD/YYYY) <b>04 / 26 / 2011</b>	
PROGRAM CODE (Select only one code) <input type="radio"/> LEA Periodic <input type="radio"/> CIWMB Closed Sites <input type="radio"/> CIWMB Focused <input type="radio"/> LEA Focused <input type="radio"/> CIWMB Enforcement Agent <input type="radio"/> CIWMB Periodic		Received Date: <b>MAY 11 2011</b> Attachments: On-File (Not-Scanned)	
Facility Name <b>Keller Canyon Landfill</b> Facility Location <b>901 Bailey Road, Pittsburg, CA 94565</b>		Received By (Operator) Signature forwarded by mail to Michael Caprio Owner Signature (if present) Allied Waste Industries, Inc. Also Present (Name) T. Pattee - Allied Waste	
Inspector <b>William Eric Fung</b> Inspector Signature			

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 3 OF THE PUBLIC RESOURCES CODE (PRC), AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR). THE STANDARDS BELOW ARE CONSIDERED IN COMPLIANCE UNLESS OTHERWISE MARKED WITH ONE OF THE FOLLOWING: V=VIOLATION A=AREA OF CONCERN

PERMITS	V	A	SPREADING/COMPACTING	V	A	CONTROLS	V	A
PRC 44004(a) - SIGNIFICANT CHANGE	<input type="radio"/>	<input type="radio"/>	20840 - SPREADING/COMPACTING	<input type="radio"/>	<input type="radio"/>	20840 - NOISE CONTROL	<input type="radio"/>	<input type="radio"/>
PRC 44014(b) - OPERATOR COMPLIES WITH TERMS AND CONDITIONS OF PERMIT	<input type="radio"/>	<input type="radio"/>	20850 - GRADING OF FILL SURFACES	<input type="radio"/>	<input type="radio"/>	20860 - TRAFFIC CONTROL	<input type="radio"/>	<input type="radio"/>
21640 - REVIEW OF PERMITS	<input type="radio"/>	<input type="radio"/>	20860 - STOCKPILING	<input type="radio"/>	<input type="radio"/>	20870 - HAZARDOUS WASTES	<input type="radio"/>	<input type="radio"/>
21600 - REPORT OF DISP SITE INFORMATION	<input type="radio"/>	<input type="radio"/>	DAILY & INTERMEDIATE COVER	<input type="radio"/>	<input type="radio"/>	20880 - MEDICAL WASTES	<input type="radio"/>	<input type="radio"/>
LOCATION RESTRICTIONS			20670 - AVAILABILITY OF COVER MATERIAL	<input type="radio"/>	<input type="radio"/>	20890 - DEAD ANIMALS	<input type="radio"/>	<input type="radio"/>
20270 - AIRPORT SAFETY	<input type="radio"/>	<input type="radio"/>	20680 - DAILY COVER	<input type="radio"/>	<input type="radio"/>	20900 - AIR CRITERIA	<input type="radio"/>	<input type="radio"/>
OPERATING CRITERIA			20690 - ALTERNATIVE DAILY COVER	<input type="radio"/>	<input type="radio"/>	GAS MONITORING & CONTROL		
20510 - DISPOSAL SITE RECORDS	<input type="radio"/>	<input type="radio"/>	20695 - PERFORMANCE STANDARDS	<input type="radio"/>	<input type="radio"/>	20918 - EXEMPTIONS	<input type="radio"/>	<input type="radio"/>
20515 - MSWLF UNIT RECORDS	<input type="radio"/>	<input type="radio"/>	20700 - INTERMEDIATE COVER	<input type="radio"/>	<input type="radio"/>	20919 - GAS CONTROL	<input type="radio"/>	<input type="radio"/>
20517 - DOCUMENT APPROVALS/REQUIREMENTS	<input type="radio"/>	<input type="radio"/>	20686 - BENEFICIAL REUSE	<input type="radio"/>	<input type="radio"/>	20921 - GAS MONITORING & CONTROL	<input checked="" type="radio"/>	<input type="radio"/>
20520 - SIGNS	<input type="radio"/>	<input type="radio"/>	HANDLING, EQUIPMENT & MAINTENANCE			20937 - REPT & CONTROL/EXCESSIVE GAS CON	<input type="radio"/>	<input type="radio"/>
20530 - SITE SECURITY	<input type="radio"/>	<input type="radio"/>	20710 - SCAVENGING/SALVAGING/STORAGE	<input type="radio"/>	<input type="radio"/>	CLOSURE		
20540 - ROADS	<input type="radio"/>	<input type="radio"/>	20720 - NON-SALVAGEABLE ITEMS	<input type="radio"/>	<input type="radio"/>	21110 - TIME FRAMES FOR CLOSURE	<input type="radio"/>	<input type="radio"/>
20550 - SANITARY FACILITIES	<input type="radio"/>	<input type="radio"/>	20730 - VOLUME REDUCTION/ENERGY RECOVERY	<input type="radio"/>	<input type="radio"/>	21780 - SUBMITTAL CLOSURE PLANS	<input type="radio"/>	<input type="radio"/>
20560 - DRINKING WATER SUPPLY	<input type="radio"/>	<input type="radio"/>	20740 - EQUIPMENT	<input type="radio"/>	<input type="radio"/>	TIRES		
20570 - COMMUNICATION FACILITIES	<input type="radio"/>	<input type="radio"/>	20750 - SITE MAINTENANCE	<input type="radio"/>	<input type="radio"/>	17351 - FIRE PREVENTION MEASURES	<input type="radio"/>	<input type="radio"/>
20580 - LIGHTING	<input type="radio"/>	<input type="radio"/>	CONTROLS			17352 - FACILITY ACCESS SECURITY	<input type="radio"/>	<input type="radio"/>
PERSONNEL			20760 - NUISANCE CONTROL	<input type="radio"/>	<input type="radio"/>	17353 - VECTOR CONTROL	<input type="radio"/>	<input type="radio"/>
20590 - PERSONNEL HEALTH & SAFETY	<input type="radio"/>	<input type="radio"/>	20770 - ANIMAL FEEDING	<input type="radio"/>	<input type="radio"/>	17354 - STORAGE	<input type="radio"/>	<input type="radio"/>
20610 - TRAINING	<input type="radio"/>	<input type="radio"/>	20780 - OPEN BURNING/BURNING WASTES	<input type="radio"/>	<input type="radio"/>	17355 - DISPOSAL	<input type="radio"/>	<input type="radio"/>
20615 - SUPERVISION	<input type="radio"/>	<input type="radio"/>	20790 - LEACHATE CONTROL	<input type="radio"/>	<input type="radio"/>	17356 - INDOOR STORAGE	<input type="radio"/>	<input type="radio"/>
20620 - SITE ATTENDANT	<input type="radio"/>	<input type="radio"/>	20800 - DUST CONTROL	<input type="radio"/>	<input type="radio"/>	OTHER		
CONFINED UNLOADING			20810 - VECTOR AND BIRD CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
20630 - CONFINED UNLOADING	<input type="radio"/>	<input type="radio"/>	20820 - DRAINAGE & EROSION CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
			20830 - LITTER CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>

Comments: (Note: for additional or continued comments use the CIWMB 03 or attach additional pages.)

- 1) Violation - 20921 Gas Monitoring and Control - Methane gas level at compliance perimeter probe MP-31A & MP-31B above the 5% permitted limit. MP-31A had readings of 50.7% on 3/30/11, MP-31B had readings of 24.2% on 3/31/11, according to facility methane gas monitoring reports. Facility contracted consultant to provide correction plan and take action to bring gas levels into compliance.
- 2) A review of records was conducted with Todd Pattee. Records reviewed included daily tonnage, special occurrences, manifests, radiation monitoring logs, load screening, site inspection logs (daily, weekly, & monthly), waste discrepancy logs, waste receipts, weather records, employee training, flare logs, fire pump house log, SWPPP, SPCC, wet season run off monitoring, etc.
- 3) Hazardous waste storage. Accumulation dates - Waste Oil 4/5/11 Antifreeze 4/22/10, Load Check Bin Empty, Used Oil Filter Drums 6/16/10, 3/2/11, 4/20/11.
- 4) There were 0 batteries in the storage locker at the time of inspection.
- 5) Radiation Monitor calibration 3/26, 4/2, & 4/9.
- 6) Training - Accidents and Intersections.

INSTRUCTIONS ON BACK

Correct: ☒ Incorrect: ☐

EXAMPLE 1 2 3

Top White - CIWMB

Middle Pink - LEA

Bottom Yellow - Operator

WILLIAM B. WALKER, M.D.  
HEALTH SERVICES DIRECTOR

RANDALL L. SAWYER  
CHIEF ENVIRONMENTAL HEALTH & HAZMAT OFFICER

MARILYN C. UNDERWOOD, PH.D. REHS  
DIRECTOR OF ENVIRONMENTAL HEALTH



11131230002

CONTRA COSTA  
ENVIRONMENTAL HEALTH

2120 Diamond Blvd., Suite 200  
Concord, California 94520  
Ph (925) 692-2500  
Fax (925) 692-2502  
www.cocoeh.org

April 27, 2011

Keller Canyon Landfill Company  
Attn: Michael Caprio  
901 Bailey Road  
Pittsburg, CA 94565

**Subject: Facility Number – 07-AA-0032**  
**Keller Canyon Landfill – LEA Inspection Report**

Dear Mr. Caprio:

An inspection of the Keller Canyon Landfill was conducted on **April 26, 2011**, to ensure compliance with the Public Resources Code, Title 27 of the California Code of Regulations, the Solid Waste Facilities Permit, and other applicable codes and regulations within the purview of the Contra Costa Environmental Health Solid Waste Unit/Local Enforcement Agency (LEA). A copy of the inspection report is enclosed for your records.

Should you have any questions regarding the report, you may contact me at (925) 692-2538.

Sincerely,

William Eric Fung, R.E.H.S.  
Environmental Health Specialist II

*Enclosure*

cc: Joe Doser, Supervising Environmental Health Specialist  
Beatrice Poroli, CalRecycle  
Laura Sullivan, CalRecycle  
Lochlin Caffey, Keller Canyon Landfill Company  
Keith Roberson, Regional Water Quality Control Board – SF Bay Region  
Matt Rodriquez, City of Pittsburg

WEF:lj

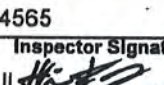




State of California  
**CIWMB 52**  
 (Rev 09/08)

California Integrated Waste Management Board  
**Disposal Facility Inspection Report**

Page 1 of 2

Enforcement Agency: <b>Contra Costa LEA</b>		For Official CIWMB Use Only	
FACILITY FILE NUMBER: (99-xx-9999) <b>07 - AA - 0032</b>		INSPECTION DATE (MM/DD/YYYY) <b>05/20/2011</b>	
PROGRAM CODE (Select only one code) <input checked="" type="radio"/> LEA Periodic <input type="radio"/> CIWMB Closed Sites <input type="radio"/> CIWMB Focused <input type="radio"/> LEA Focused <input type="radio"/> CIWMB Enforcement Agent <input type="radio"/> CIWMB Periodic		Time In: <b>10:00 AM</b> Inspection Time Time Out: <b>1:00 PM</b> <b>3.0 Hours</b>	
Facility Name <b>Keller Canyon Landfill</b>		Received By (Operator) Signature forwarded by mail to Michael Caprio	
Facility Location <b>901 Bailey Road, Pittsburg, CA 94565</b>		Owner Signature (if present) <b>Allied Waste Industries, Inc.</b>	
Inspector <b>William Eric Fung</b>		Also Present (Name) <b>T. Pattee - Allied Waste</b>	
Inspector Signature 			

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 2 OF THE PUBLIC RESOURCES CODE (PRC), AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR). THE STANDARDS BELOW ARE CONSIDERED IN COMPLIANCE UNLESS OTHERWISE MARKED WITH ONE OF THE FOLLOWING: V=VIOLATION A=AREA OF CONCERN

PERMITS	V	A	SPREADING/COMPACTING	V	A	CONTROLS	V	A
PRC 44004(a) - SIGNIFICANT CHANGE	<input type="checkbox"/>	<input type="checkbox"/>	20640 - SPREADING/COMPACTING	<input type="checkbox"/>	<input type="checkbox"/>	20840 - NOISE CONTROL	<input type="checkbox"/>	<input type="checkbox"/>
PRC 44014(b) - OPERATOR COMPLIES WITH TERMS AND CONDITIONS OF PERMIT	<input type="checkbox"/>	<input type="checkbox"/>	20650 - GRADING OF FILL SURFACES	<input type="checkbox"/>	<input type="checkbox"/>	20860 - TRAFFIC CONTROL	<input type="checkbox"/>	<input type="checkbox"/>
21640 - REVIEW OF PERMITS	<input type="checkbox"/>	<input type="checkbox"/>	20660 - STOCKPILING	<input type="checkbox"/>	<input type="checkbox"/>	20870 - HAZARDOUS WASTES	<input type="checkbox"/>	<input type="checkbox"/>
21600 - REPORT OF DISP SITE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>	DAILY & INTERMEDIATE COVER	<input type="checkbox"/>	<input type="checkbox"/>	20880 - MEDICAL WASTES	<input type="checkbox"/>	<input type="checkbox"/>
LOCATION RESTRICTIONS	<input type="checkbox"/>	<input type="checkbox"/>	20670 - AVAILABILITY OF COVER MATERIAL	<input type="checkbox"/>	<input type="checkbox"/>	20890 - DEAD ANIMALS	<input type="checkbox"/>	<input type="checkbox"/>
20270 - AIRPORT SAFETY	<input type="checkbox"/>	<input type="checkbox"/>	20680 - DAILY COVER	<input type="checkbox"/>	<input type="checkbox"/>	20900 - AIR CRITERIA	<input type="checkbox"/>	<input type="checkbox"/>
OPERATING CRITERIA	<input type="checkbox"/>	<input type="checkbox"/>	20690 - ALTERNATIVE DAILY COVER	<input type="checkbox"/>	<input type="checkbox"/>	GAS MONITORING & CONTROL	<input type="checkbox"/>	<input type="checkbox"/>
20510 - DISPOSAL SITE RECORDS	<input type="checkbox"/>	<input type="checkbox"/>	20695 - PERFORMANCE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	20918 - EXEMPTIONS	<input type="checkbox"/>	<input type="checkbox"/>
20515 - MSWLF UNIT RECORDS	<input type="checkbox"/>	<input type="checkbox"/>	20700 - INTERMEDIATE COVER	<input type="checkbox"/>	<input type="checkbox"/>	20919 - GAS CONTROL	<input type="checkbox"/>	<input type="checkbox"/>
20517 - DOCUMENT APPROVALS/REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>	20686 - BENEFICIAL REUSE	<input type="checkbox"/>	<input type="checkbox"/>	20921 - GAS MONITORING & CONTROL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20520 - SIGNS	<input type="checkbox"/>	<input type="checkbox"/>	HANDLING, EQUIPMENT & MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>	20937 - REPT & CONTROL/EXCESSIVE GAS CON	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20530 - SITE SECURITY	<input type="checkbox"/>	<input type="checkbox"/>	20710 - SCAVENGING/SALVAGING/STORAGE	<input type="checkbox"/>	<input type="checkbox"/>	CLOSURE	<input type="checkbox"/>	<input type="checkbox"/>
20540 - ROADS	<input type="checkbox"/>	<input type="checkbox"/>	20720 - NON-SALVAGEABLE ITEMS	<input type="checkbox"/>	<input type="checkbox"/>	21110 - TIME FRAMES FOR CLOSURE	<input type="checkbox"/>	<input type="checkbox"/>
20550 - SANITARY FACILITIES	<input type="checkbox"/>	<input type="checkbox"/>	20730 - VOLUME REDUCTION/ENERGY RECOVERY	<input type="checkbox"/>	<input type="checkbox"/>	21780 - SUBMITTAL CLOSURE PLANS	<input type="checkbox"/>	<input type="checkbox"/>
20560 - DRINKING WATER SUPPLY	<input type="checkbox"/>	<input type="checkbox"/>	20740 - EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	TIRES	<input type="checkbox"/>	<input type="checkbox"/>
20570 - COMMUNICATION FACILITIES	<input type="checkbox"/>	<input type="checkbox"/>	20750 - SITE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>	17351 - FIRE PREVENTION MEASURES	<input type="checkbox"/>	<input type="checkbox"/>
20580 - LIGHTING	<input type="checkbox"/>	<input type="checkbox"/>	CONTROLS	<input type="checkbox"/>	<input type="checkbox"/>	17352 - FACILITY ACCESS SECURITY	<input type="checkbox"/>	<input type="checkbox"/>
PERSONNEL	<input type="checkbox"/>	<input type="checkbox"/>	20760 - NUISANCE CONTROL	<input type="checkbox"/>	<input type="checkbox"/>	17353 - VECTOR CONTROL	<input type="checkbox"/>	<input type="checkbox"/>
20590 - PERSONNEL HEALTH & SAFETY	<input type="checkbox"/>	<input type="checkbox"/>	20770 - ANIMAL FEEDING	<input type="checkbox"/>	<input type="checkbox"/>	17354 - STORAGE	<input type="checkbox"/>	<input type="checkbox"/>
20610 - TRAINING	<input type="checkbox"/>	<input type="checkbox"/>	20780 - OPEN BURNING/BURNING WASTES	<input type="checkbox"/>	<input type="checkbox"/>	17355 - DISPOSAL	<input type="checkbox"/>	<input type="checkbox"/>
20615 - SUPERVISION	<input type="checkbox"/>	<input type="checkbox"/>	20790 - LEACHATE CONTROL	<input type="checkbox"/>	<input type="checkbox"/>	17356 - INDOOR STORAGE	<input type="checkbox"/>	<input type="checkbox"/>
20620 - SITE ATTENDANT	<input type="checkbox"/>	<input type="checkbox"/>	20800 - DUST CONTROL	<input type="checkbox"/>	<input type="checkbox"/>	OTHER	<input type="checkbox"/>	<input type="checkbox"/>
CONFINED UNLOADING	<input type="checkbox"/>	<input type="checkbox"/>	20810 - VECTOR AND BIRD CONTROL	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
20630 - CONFINED UNLOADING	<input type="checkbox"/>	<input type="checkbox"/>	20820 - DRAINAGE & EROSION CONTROL	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
			20830 - LITTER CONTROL	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Comments: (Note: for additional or continued comments use the CIWMB 03 or attach additional pages.)

- 1) Violation - 20921 Gas Monitoring and Control - Methane gas level at compliance perimeter probe MP-31A & MP-31B above the 5% permitted limit. MP-31A had readings of 44.2% on 2/7/11 and 43.9% on 2/16/11, MP-31B had readings of 13.3% on 2/7/11 and 15.2% on 2/16/11, according to facility methane gas monitoring reports. Facility to provide correction plan and take action to bring gas levels into compliance.
- 2) Violation - 20937 Reporting and Control of Excessive Gas Concentration - Remediation plans to be submitted and approved by LEA and CalRecycle
- 3) A review of records was conducted with Todd Pattee. Records reviewed included daily tonnage, special occurrences, manifests, radiation monitoring logs, load screening, site inspection logs (daily, weekly, & monthly), waste discrepancy logs, waste receipts, weather records, employee training, flare logs, fire pump house log, SWPPP, SPCC, wet season run off monitoring, etc.
- 4) Hazardous waste storage. Accumulation dates - Waste Oil 4/29/11 Antifreeze 4/29/10, Load Check Bin Empty, Used Oil Filter Drums 6/16/10, 5/5/11, 4/20/11.
- 5) There were 0 batteries in the storage locker at the time of inspection.
- 6) Radiation Monitor calibration 4/16, 4/23, 5/7, & 5/14.

INSTRUCTIONS ON BACK

Correct: ☒ Incorrect: ☐

EXAMPLE 1 2 3

Top White - CIWMB

Middle Pink - LEA

Bottom Yellow - Operator



11173230001

**CIWMB Form 52 - Disposal Facility Inspection Report**

Enforcement Agency: Contra Costa LEA

Page 2 of 2

Facility Name: Keller Canyon Landfill

Facility File Number: 07-AA-0032

Inspection Date: 05/20/2011

**Comments Continued:**

7) Training - Heat Stress and Ladder Safety.

WILLIAM B. WALKER, M.D.  
HEALTH SERVICES DIRECTOR

RANDALL L. SAWYER  
CHIEF ENVIRONMENTAL HEALTH & HAZMAT OFFICER

MARILYN C. UNDERWOOD, PHD. REHS  
DIRECTOR OF ENVIRONMENTAL HEALTH



11173230001

CONTRA COSTA  
ENVIRONMENTAL HEALTH

2120 Diamond Blvd., Suite 200

Concord, California 94520

Ph (925) 692-2500

Fax (925) 692-2502

www.cocoeh.org

June 13, 2011

Keller Canyon Landfill Company  
Attn: Michael Caprio  
901 Bailey Road  
Pittsburg, CA 94565

**Subject:**      *Facility Number – 07-AA-0032*  
                    *Keller Canyon Landfill – LEA Inspection Report*

Dear Mr. Caprio:

An inspection of the Keller Canyon Landfill was conducted on **May 20, 2011**, to ensure compliance with the Public Resources Code, Title 27 of the California Code of Regulations, the Solid Waste Facilities Permit, and other applicable codes and regulations within the purview of the Contra Costa Environmental Health Solid Waste Unit/Local Enforcement Agency (LEA). A copy of the inspection report is enclosed for your records.

Should you have any questions regarding the report, you may contact me at (925) 692-2538.

Sincerely,

William Eric Fung, R.E.H.S.  
Environmental Health Specialist II

*Enclosure*

cc:     Joe Doser, Supervising Environmental Health Specialist  
         Beatrice Poroli, CalRecycle  
         Laura Sullivan, CalRecycle  
         Lochlin Caffey, Keller Canyon Landfill Company  
         Keith Roberson, Regional Water Quality Control Board – SF Bay Region  
         Matt Rodriquez, City of Pittsburg

WEF:lj





11194230004

State of California  
**CIWMB 52**  
 (Rev 09/08)

California Integrated Waste Management Board  
**Disposal Facility Inspection Report**

Blue or Black Ink Pen

Page 1 of 1

Enforcement Agency: <b>Contra Costa LEA</b>		For Official CIWMB Use Only	
FACILITY FILE NUMBER: (99-xx-9999) <b>07 - A A - 0032</b>		INSPECTION DATE (MM/DD/YYYY) <b>06/27/2011</b>	
PROGRAM CODE (Select only one code) <input checked="" type="radio"/> LEA Periodic <input type="radio"/> CIWMB Closed Sites <input type="radio"/> CIWMB Focused <input type="radio"/> LEA Focused <input type="radio"/> CIWMB Enforcement Agent <input type="radio"/> CIWMB Periodic		Time In: <b>9:30 AM</b>	Inspection Time <b>2.5 Hours</b>
Facility Name <b>Keller Canyon Landfill</b>		Received By (Operator) Signature forwarded by mail to Michael Caprio	
Facility Location <b>901 Bailey Road, Pittsburg, CA 94565</b>		Owner Signature (if present) <b>Allied Waste Industries, Inc.</b>	
Inspector <b>William Eric Fung</b>		Also Present (Name) <b>T. Pattee - Allied Waste</b>	
Inspector Signature 		By <input type="checkbox"/> Attachments On File (Not Scanned)	

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF THE PUBLIC RESOURCES CODE (PRC), AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR). THE STANDARDS BELOW ARE CONSIDERED IN COMPLIANCE UNLESS OTHERWISE MARKED WITH ONE OF THE FOLLOWING: V=VIOLATION A=AREA OF CONCERN

PERMITS	V	A	SPREADING/COMPACTING	V	A	CONTROLS	V	A
PRC 44004(a) - SIGNIFICANT CHANGE	<input type="radio"/>	<input type="radio"/>	20640 - SPREADING/COMPACTING	<input type="radio"/>	<input type="radio"/>	20840 - NOISE CONTROL	<input type="radio"/>	<input type="radio"/>
PRC 44014(b) - OPERATOR COMPLIES WITH TERMS AND CONDITIONS OF PERMIT	<input type="radio"/>	<input type="radio"/>	20650 - GRADING OF FILL SURFACES	<input type="radio"/>	<input type="radio"/>	20860 - TRAFFIC CONTROL	<input type="radio"/>	<input type="radio"/>
21640 - REVIEW OF PERMITS	<input type="radio"/>	<input type="radio"/>	20660 - STOCKPILING	<input type="radio"/>	<input type="radio"/>	20870 - HAZARDOUS WASTES	<input type="radio"/>	<input type="radio"/>
21600 - REPORT OF DISP SITE INFORMATION	<input type="radio"/>	<input type="radio"/>	DAILY & INTERMEDIATE COVER	<input type="radio"/>	<input type="radio"/>	20880 - MEDICAL WASTES	<input type="radio"/>	<input type="radio"/>
LOCATION RESTRICTIONS	<input type="radio"/>	<input type="radio"/>	20670 - AVAILABILITY OF COVER MATERIAL	<input type="radio"/>	<input type="radio"/>	20890 - DEAD ANIMALS	<input type="radio"/>	<input type="radio"/>
20270 - AIRPORT SAFETY	<input type="radio"/>	<input type="radio"/>	20680 - DAILY COVER	<input type="radio"/>	<input type="radio"/>	20900 - AIR CRITERIA	<input type="radio"/>	<input type="radio"/>
OPERATING CRITERIA	<input type="radio"/>	<input type="radio"/>	20690 - ALTERNATIVE DAILY COVER	<input type="radio"/>	<input type="radio"/>	GAS MONITORING & CONTROL	<input type="radio"/>	<input type="radio"/>
20510 - DISPOSAL SITE RECORDS	<input type="radio"/>	<input type="radio"/>	20695 - PERFORMANCE STANDARDS	<input type="radio"/>	<input type="radio"/>	20918 - EXEMPTIONS	<input type="radio"/>	<input type="radio"/>
20515 - MSWLF UNIT RECORDS	<input type="radio"/>	<input type="radio"/>	20700 - INTERMEDIATE COVER	<input type="radio"/>	<input type="radio"/>	20919 - GAS CONTROL	<input type="radio"/>	<input type="radio"/>
20517 - DOCUMENT APPROVALS/REQUIREMENTS	<input type="radio"/>	<input type="radio"/>	20686 - BENEFICIAL REUSE	<input type="radio"/>	<input type="radio"/>	20921 - GAS MONITORING & CONTROL	<input type="radio"/>	<input type="radio"/>
20520 - SIGNS	<input type="radio"/>	<input type="radio"/>	HANDLING EQUIPMENT & MAINTENANCE	<input type="radio"/>	<input type="radio"/>	20937 - REPT & CONTROL/EXCESSIVE GAS CON	<input checked="" type="radio"/>	<input type="radio"/>
20530 - SITE SECURITY	<input type="radio"/>	<input type="radio"/>	20710 - SCAVENGING/SALVAGING/STORAGE	<input type="radio"/>	<input type="radio"/>	CLOSURE	<input type="radio"/>	<input type="radio"/>
20540 - ROADS	<input type="radio"/>	<input type="radio"/>	20720 - NON-SALVAGEABLE ITEMS	<input type="radio"/>	<input type="radio"/>	21110 - TIME FRAMES FOR CLOSURE	<input type="radio"/>	<input type="radio"/>
20550 - SANITARY FACILITIES	<input type="radio"/>	<input type="radio"/>	20730 - VOLUME REDUCTION/ENERGY RECOVERY	<input type="radio"/>	<input type="radio"/>	21780 - SUBMITTAL CLOSURE PLANS	<input type="radio"/>	<input type="radio"/>
20560 - DRINKING WATER SUPPLY	<input type="radio"/>	<input type="radio"/>	20740 - EQUIPMENT	<input type="radio"/>	<input type="radio"/>	TIRES	<input type="radio"/>	<input type="radio"/>
20570 - COMMUNICATION FACILITIES	<input type="radio"/>	<input type="radio"/>	20750 - SITE MAINTENANCE	<input type="radio"/>	<input type="radio"/>	17351 - FIRE PREVENTION MEASURES	<input type="radio"/>	<input type="radio"/>
20580 - LIGHTING	<input type="radio"/>	<input type="radio"/>	CONTROLS	<input type="radio"/>	<input type="radio"/>	17352 - FACILITY ACCESS SECURITY	<input type="radio"/>	<input type="radio"/>
PERSONNEL	<input type="radio"/>	<input type="radio"/>	20760 - NUISANCE CONTROL	<input type="radio"/>	<input type="radio"/>	17353 - VECTOR CONTROL	<input type="radio"/>	<input type="radio"/>
20590 - PERSONNEL HEALTH & SAFETY	<input type="radio"/>	<input type="radio"/>	20770 - ANIMAL FEEDING	<input type="radio"/>	<input type="radio"/>	17354 - STORAGE	<input type="radio"/>	<input type="radio"/>
20610 - TRAINING	<input type="radio"/>	<input type="radio"/>	20780 - OPEN BURNING/BURNING WASTES	<input type="radio"/>	<input type="radio"/>	17355 - DISPOSAL	<input type="radio"/>	<input type="radio"/>
20615 - SUPERVISION	<input type="radio"/>	<input type="radio"/>	20790 - LEACHATE CONTROL	<input type="radio"/>	<input type="radio"/>	17356 - INDOOR STORAGE	<input type="radio"/>	<input type="radio"/>
20620 - SITE ATTENDANT	<input type="radio"/>	<input type="radio"/>	20800 - DUST CONTROL	<input type="radio"/>	<input type="radio"/>	OTHER	<input type="radio"/>	<input type="radio"/>
CONFINED UNLOADING	<input type="radio"/>	<input type="radio"/>	20810 - VECTOR AND BIRD CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
20630 - CONFINED UNLOADING	<input type="radio"/>	<input type="radio"/>	20820 - DRAINAGE & EROSION CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
			20830 - LITTER CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>

Comments: (Note: for additional or continued comments use the CIWMB 03 or attach additional pages.)

- 1) Violation - 20937, Receipt of control plan for excessive gas. Submit corrective plans for control of excessive gas to LEA and CalRecycle for approval.
- 2) A review of records was conducted with Todd Pattee. Records reviewed included daily tonnage, special occurrences, manifests, radiation monitoring logs, load screening, site inspection logs (daily, weekly, & monthly), waste discrepancy logs, waste receipts, weather records, employee training, flare logs, fire pump house log, SWPPP, SPCC, wet season run off monitoring, etc.
- 3) Hazardous waste storage. Accumulation dates - Waste Oil 6/14/11 Antifreeze 4/29/10, Load Check Bin Empty, Used Oil Filter Drums 6/16/10, 5/5/11, 4/20/11.
- 4) There were 0 batteries in the storage locker at the time of inspection.
- 5) Radiation Monitor calibration 5/28, 6/4, 6/11, 6/18, & 6/25.

INSTRUCTIONS ON BACK

Correct: ☒ Incorrect: ☐

EXAMPLE 123

Top White - CIWMB

Middle Pink - LEA

Bottom Yellow - Operator

11194230004

WILLIAM B. WALKER, M.D.  
HEALTH SERVICES DIRECTOR

RANDALL L. SAWYER  
CHIEF ENVIRONMENTAL HEALTH & HAZMAT OFFICER

MARILYN C. UNDERWOOD, PH.D. REHS  
DIRECTOR OF ENVIRONMENTAL HEALTH



CONTRA COSTA  
ENVIRONMENTAL HEALTH

2120 Diamond Blvd., Suite 200  
Concord, California 94520  
Ph (925) 692-2500  
Fax (925) 692-2502  
www.cocoeh.org

June 30, 2011

Keller Canyon Landfill Company  
Attn: Michael Caprio  
901 Bailey Road  
Pittsburg, CA 94565

**Subject: Facility Number – 07-AA-0032**  
**Keller Canyon Landfill – LEA Inspection Report**

Dear Mr. Caprio:

An inspection of the Keller Canyon Landfill was conducted on **June 27, 2011**, to ensure compliance with the Public Resources Code, Title 27 of the California Code of Regulations, the Solid Waste Facilities Permit, and other applicable codes and regulations within the purview of the Contra Costa Environmental Health Solid Waste Unit/Local Enforcement Agency (LEA). A copy of the inspection report is enclosed for your records.

Should you have any questions regarding the report, you may contact me at (925) 692-2538.

Sincerely,

William Eric Fung, R.E.H.S.  
Environmental Health Specialist II

*Enclosure*

cc: Joe Doser, Supervising Environmental Health Specialist  
Beatrice Poroli, CalRecycle  
Laura Sullivan, CalRecycle  
Lochlin Caffey, Keller Canyon Landfill Company  
Keith Roberson, Regional Water Quality Control Board – SF Bay Region  
Matt Rodriguez, City of Pittsburg

WEF:lj





State of California  
**CIWMB 52**  
 (Rev 09/08)

California Integrated Waste Management Board  
**Disposal Facility Inspection Report**

Blue or Black Ink Pen

Page 1 of 1

Enforcement Agency: <b>Contra Costa LEA</b>		For Official CIWMB Use Only Received Date: <b>JUL 25 2011</b>	
FACILITY/FILE NUMBER: (99-xx-9999) <b>07 - A A - 0032</b>		INSPECTION DATE (MM/DD/YYYY) <b>07 / 13 / 2011</b>	
PROGRAM CODE (Select only one code) <input checked="" type="radio"/> LEA Periodic <input type="radio"/> CIWMB Closed Sites <input type="radio"/> CIWMB Focused <input type="radio"/> LEA Focused <input type="radio"/> CIWMB Enforcement Agent <input type="radio"/> CIWMB Periodic		Time In: <b>10:15 AM</b> Time Out: <b>1:15 PM</b>	Inspection Time <b>3.0 Hours</b>
Facility Name <b>Keller Canyon Landfill</b>		Received By (Operator) Signature forwarded by mail to Michael Caprio	
Facility Location <b>901 Bailey Road, Pittsburg, CA 94565</b>		Owner Signature (if present) <b>Allied Waste Industries, Inc.</b>	
Inspector <b>William Eric Fung</b>		Also Present (Name) <b>T. Pattee - Allied Waste</b>	
Inspector Signature <i>[Signature]</i>			

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF THE PUBLIC RESOURCES CODE (PRC), AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR). THE STANDARDS BELOW ARE CONSIDERED IN COMPLIANCE UNLESS OTHERWISE MARKED WITH ONE OF THE FOLLOWING: V=VIOLATION A=AREA OF CONCERN

PERMITS	V	A	SPREADING/COMPACTING	V	A	CONTROLS	V	A
PRC 44004(a) - SIGNIFICANT CHANGE	<input type="radio"/>	<input type="radio"/>	20640 - SPREADING/COMPACTING	<input type="radio"/>	<input type="radio"/>	20840 - NOISE CONTROL	<input type="radio"/>	<input type="radio"/>
PRC 44014(b) - OPERATOR COMPLIES WITH TERMS AND CONDITIONS OF PERMIT	<input type="radio"/>	<input type="radio"/>	20650 - GRADING OF FILL SURFACES	<input type="radio"/>	<input type="radio"/>	20860 - TRAFFIC CONTROL	<input type="radio"/>	<input type="radio"/>
21640 - REVIEW OF PERMITS	<input type="radio"/>	<input type="radio"/>	20660 - STOCKPILING	<input type="radio"/>	<input type="radio"/>	20870 - HAZARDOUS WASTES	<input type="radio"/>	<input type="radio"/>
21600 - REPORT OF DISP SITE INFORMATION	<input type="radio"/>	<input type="radio"/>	DAILY & INTERMEDIATE COVER	<input type="radio"/>	<input type="radio"/>	20880 - MEDICAL WASTES	<input type="radio"/>	<input type="radio"/>
LOCATION RESTRICTIONS	<input type="radio"/>	<input type="radio"/>	20670 - AVAILABILITY OF COVER MATERIAL	<input type="radio"/>	<input type="radio"/>	20890 - DEAD ANIMALS	<input type="radio"/>	<input type="radio"/>
20270 - AIRPORT SAFETY	<input type="radio"/>	<input type="radio"/>	20680 - DAILY COVER	<input type="radio"/>	<input type="radio"/>	20900 - AIR CRITERIA	<input type="radio"/>	<input type="radio"/>
OPERATING CRITERIA	<input type="radio"/>	<input type="radio"/>	20690 - ALTERNATIVE DAILY COVER	<input type="radio"/>	<input type="radio"/>	GAS MONITORING & CONTROL	<input type="radio"/>	<input type="radio"/>
20510 - DISPOSAL SITE RECORDS	<input type="radio"/>	<input type="radio"/>	20695 - PERFORMANCE STANDARDS	<input type="radio"/>	<input type="radio"/>	20918 - EXEMPTIONS	<input type="radio"/>	<input type="radio"/>
20515 - MSWLF UNIT RECORDS	<input type="radio"/>	<input type="radio"/>	20700 - INTERMEDIATE COVER	<input type="radio"/>	<input type="radio"/>	20918 - GAS CONTROL	<input type="radio"/>	<input type="radio"/>
20517 - DOCUMENT APPROVALS/REQUIREMENTS	<input type="radio"/>	<input type="radio"/>	20685 - BENEFICIAL REUSE	<input type="radio"/>	<input type="radio"/>	20921 - GAS MONITORING & CONTROL	<input type="radio"/>	<input type="radio"/>
20520 - SIGNS	<input type="radio"/>	<input type="radio"/>	HANDLING/EQUIPMENT & MAINTENANCE	<input type="radio"/>	<input type="radio"/>	20937 - REPT & CONTROL/EXCESSIVE GAS CON	<input checked="" type="radio"/>	<input type="radio"/>
20530 - SITE SECURITY	<input type="radio"/>	<input type="radio"/>	20710 - SCAVENGING/SALVAGING/STORAGE	<input type="radio"/>	<input type="radio"/>	CLOSURE	<input type="radio"/>	<input type="radio"/>
20540 - ROADS	<input type="radio"/>	<input type="radio"/>	20720 - NON-SALVAGEABLE ITEMS	<input type="radio"/>	<input type="radio"/>	21110 - TIME FRAMES FOR CLOSURE	<input type="radio"/>	<input type="radio"/>
20550 - SANITARY FACILITIES	<input type="radio"/>	<input type="radio"/>	20730 - VOLUME REDUCTION/ENERGY RECOVERY	<input type="radio"/>	<input type="radio"/>	21780 - SUBMITTAL CLOSURE PLANS	<input type="radio"/>	<input type="radio"/>
20560 - DRINKING WATER SUPPLY	<input type="radio"/>	<input type="radio"/>	20740 - EQUIPMENT	<input type="radio"/>	<input type="radio"/>	TIRES	<input type="radio"/>	<input type="radio"/>
20570 - COMMUNICATION FACILITIES	<input type="radio"/>	<input type="radio"/>	20750 - SITE MAINTENANCE	<input type="radio"/>	<input type="radio"/>	17351 - FIRE PREVENTION MEASURES	<input type="radio"/>	<input type="radio"/>
20580 - LIGHTING	<input type="radio"/>	<input type="radio"/>	CONTROLS	<input type="radio"/>	<input type="radio"/>	17352 - FACILITY ACCESS SECURITY	<input type="radio"/>	<input type="radio"/>
PERSONNEL	<input type="radio"/>	<input type="radio"/>	20760 - NUISANCE CONTROL	<input type="radio"/>	<input type="radio"/>	17353 - VECTOR CONTROL	<input type="radio"/>	<input type="radio"/>
20590 - PERSONNEL HEALTH & SAFETY	<input type="radio"/>	<input type="radio"/>	20770 - ANIMAL FEEDING	<input type="radio"/>	<input type="radio"/>	17354 - STORAGE	<input type="radio"/>	<input type="radio"/>
20610 - TRAINING	<input type="radio"/>	<input type="radio"/>	20780 - OPEN BURNING/BURNING WASTES	<input type="radio"/>	<input type="radio"/>	17355 - DISPOSAL	<input type="radio"/>	<input type="radio"/>
20615 - SUPERVISION	<input type="radio"/>	<input type="radio"/>	20790 - LEACHATE CONTROL	<input type="radio"/>	<input type="radio"/>	17356 - INDOOR STORAGE	<input type="radio"/>	<input type="radio"/>
20620 - SITE ATTENDANT	<input type="radio"/>	<input type="radio"/>	20800 - DUST CONTROL	<input type="radio"/>	<input type="radio"/>	OTHER	<input type="radio"/>	<input type="radio"/>
CONFINED UNLOADING	<input type="radio"/>	<input type="radio"/>	20810 - VECTOR AND BIRD CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
20630 - CONFINED UNLOADING	<input type="radio"/>	<input type="radio"/>	20820 - DRAINAGE & EROSION CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
			20830 - LITTER CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>

Comments: (Note: for additional or continued comments use the CIWMB.03 or attach additional pages.)

- 1) Violation - 20937, Receipt of control plan for excessive gas. Submit corrective plans for control of excessive gas to LEA and CalRecycle for approval.
- 2) A review of records was conducted with Todd Pattee. Records reviewed included daily tonnage, special occurrences, manifests, radiation monitoring logs, load screening, site inspection logs (daily, weekly, & monthly), waste discrepancy logs, waste receipts, weather records, employee training, flare logs, fire pump house log, SWPPP, SPCC, wet season run off monitoring, etc.
- 3) Monthly Training - Roll Over & Handtools
- 4) Hazardous waste storage. Accumulation dates - Waste Oil 7/7/11 Antifreeze 4/29/10, Load Check Bin Empty, Used Oil Filter Drums 6/16/10, 5/5/11, 4/20/11.
- 5) There was 1 battery in the storage locker at the time of inspection.
- 6) Radiation Monitor calibration 6/25, 7/2, & 7/9.

INSTRUCTIONS ON BACK

Correct: ☒ Incorrect: ☐

EXAMPLE 1 2 3

Top White - CIWMB

Middle Pink - LEA

Bottom Yellow - Operator



State of California  
**CIWMB 52**  
(Rev 09/08)

California Integrated Waste Management Board  
**Disposal Facility Inspection Report**

Page 1 of 1

Enforcement Agency: <b>Contra Costa LEA</b>		For Official CIWMB Use Only	
FACILITY FILE NUMBER: (99-xx-9999)		INSPECTION DATE (MM/DD/YYYY)	
07 - A A - 0032		11 / 24 / 2009	
PROGRAM CODE (Select only one code)		Time In: 11:00 AM	
<input checked="" type="radio"/> LEA Periodic <input type="radio"/> CIWMB Closed Sites <input type="radio"/> CIWMB Focused <input type="radio"/> LEA Focused <input type="radio"/> CIWMB Enforcement Agent <input type="radio"/> CIWMB Periodic		Inspection Time	
		Time Out: 1:00 AM	
		2.0 Hours	
Facility Name		Received By (Operator) Signature	
Keller Canyon Landfill		forwarded by mail to Michael Caprio	
Facility Location		Owner Signature (if present)	
901 Bailey Road, Pittsburg, CA 94565		Allied Waste Industries, Inc.	
Inspector		Also Present (Name)	
William Eric Fung		T. Pattee - Allied Waste	
Inspector Signature			

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF THE PUBLIC RESOURCES CODE (PRC), AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR). THE STANDARDS BELOW ARE CONSIDERED IN COMPLIANCE UNLESS OTHERWISE MARKED WITH ONE OF THE FOLLOWING: V=VIOLATION A=AREA OF CONCERN

PERMITS	V	A	SPREADING/COMPACTING	V	A	CONTROLS	V	A
PRC 44004(a) - SIGNIFICANT CHANGE	<input type="radio"/>	<input type="radio"/>	20840 - SPREADING/COMPACTING	<input type="radio"/>	<input type="radio"/>	20840 - NOISE CONTROL	<input type="radio"/>	<input type="radio"/>
PRC 44014(b) - OPERATOR COMPLIES WITH TERMS AND CONDITIONS OF PERMIT	<input type="radio"/>	<input type="radio"/>	20850 - GRADING OF FILL SURFACES	<input type="radio"/>	<input type="radio"/>	20880 - TRAFFIC CONTROL	<input type="radio"/>	<input type="radio"/>
21840 - REVIEW OF PERMITS	<input type="radio"/>	<input type="radio"/>	20860 - STOCKPILING	<input type="radio"/>	<input type="radio"/>	20870 - HAZARDOUS WASTES	<input type="radio"/>	<input type="radio"/>
21600 - REPORT OF DISP SITE INFORMATION	<input type="radio"/>	<input checked="" type="radio"/>	DAILY & INTERMEDIATE COVER			20880 - MEDICAL WASTES	<input type="radio"/>	<input type="radio"/>
LOCATION RESTRICTIONS			20670 - AVAILABILITY OF COVER MATERIAL	<input type="radio"/>	<input type="radio"/>	20890 - DEAD ANIMALS	<input type="radio"/>	<input type="radio"/>
20270 - AIRPORT SAFETY	<input type="radio"/>	<input type="radio"/>	20880 - DAILY COVER	<input type="radio"/>	<input type="radio"/>	20900 - AIR CRITERIA	<input type="radio"/>	<input type="radio"/>
OPERATING CRITERIA			20890 - ALTERNATIVE DAILY COVER	<input type="radio"/>	<input type="radio"/>	GAS MONITORING & CONTROL		
20510 - DISPOSAL SITE RECORDS	<input type="radio"/>	<input type="radio"/>	20695 - PERFORMANCE STANDARDS	<input type="radio"/>	<input type="radio"/>	20918 - EXEMPTIONS	<input type="radio"/>	<input type="radio"/>
20515 - MSWLF UNIT RECORDS	<input type="radio"/>	<input type="radio"/>	20700 - INTERMEDIATE COVER	<input type="radio"/>	<input type="radio"/>	20919 - GAS CONTROL	<input type="radio"/>	<input type="radio"/>
20517 - DOCUMENT APPROVALS/REQUIREMENTS	<input type="radio"/>	<input type="radio"/>	20896 - BENEFICIAL REUSE	<input type="radio"/>	<input type="radio"/>	20921 - GAS MONITORING & CONTROL	<input type="radio"/>	<input type="radio"/>
20520 - SIGNS	<input type="radio"/>	<input type="radio"/>	HANDLING, EQUIPMENT & MAINTENANCE			20937 - REPT & CONTROL/EXCESSIVE GAS CON	<input type="radio"/>	<input type="radio"/>
20530 - SITE SECURITY	<input type="radio"/>	<input type="radio"/>	20710 - SCAVENGING/SALVAGING/STORAGE	<input type="radio"/>	<input type="radio"/>	CLOSURE		
20540 - ROADS	<input type="radio"/>	<input type="radio"/>	20720 - NON-SALVAGEABLE ITEMS	<input type="radio"/>	<input type="radio"/>	21110 - TIME FRAMES FOR CLOSURE	<input type="radio"/>	<input type="radio"/>
20550 - SANITARY FACILITIES	<input type="radio"/>	<input type="radio"/>	20730 - VOLUME REDUCTION/ENERGY RECOVERY	<input type="radio"/>	<input type="radio"/>	21780 - SUBMITTAL CLOSURE PLANS	<input type="radio"/>	<input type="radio"/>
20560 - DRINKING WATER SUPPLY	<input type="radio"/>	<input type="radio"/>	20740 - EQUIPMENT	<input type="radio"/>	<input type="radio"/>	TIRES		
20570 - COMMUNICATION FACILITIES	<input type="radio"/>	<input type="radio"/>	20750 - SITE MAINTENANCE	<input type="radio"/>	<input type="radio"/>	17351 - FIRE PREVENTION MEASURES	<input type="radio"/>	<input type="radio"/>
20580 - LIGHTING	<input type="radio"/>	<input type="radio"/>	CONTROLS			17352 - FACILITY ACCESS SECURITY	<input type="radio"/>	<input type="radio"/>
PERSONNEL			20760 - NUISANCE CONTROL	<input type="radio"/>	<input type="radio"/>	17353 - VECTOR CONTROL	<input type="radio"/>	<input type="radio"/>
20580 - PERSONNEL HEALTH & SAFETY	<input type="radio"/>	<input type="radio"/>	20770 - ANIMAL FEEDING	<input type="radio"/>	<input type="radio"/>	17354 - STORAGE	<input type="radio"/>	<input type="radio"/>
20610 - TRAINING	<input type="radio"/>	<input type="radio"/>	20780 - OPEN BURNING/BURNING WASTES	<input type="radio"/>	<input type="radio"/>	17355 - DISPOSAL	<input type="radio"/>	<input type="radio"/>
20615 - SUPERVISION	<input type="radio"/>	<input type="radio"/>	20790 - LEACHATE CONTROL	<input type="radio"/>	<input type="radio"/>	17356 - INDOOR STORAGE	<input type="radio"/>	<input type="radio"/>
20620 - SITE ATTENDANT	<input type="radio"/>	<input type="radio"/>	20800 - DUST CONTROL	<input type="radio"/>	<input type="radio"/>	OTHER		
CONFINED UNLOADING			20810 - VECTOR AND BIRD CONTROL	<input type="radio"/>	<input type="radio"/>	20921 - Gas Monitoring and Control	<input type="radio"/>	<input checked="" type="radio"/>
20630 - CONFINED UNLOADING	<input type="radio"/>	<input type="radio"/>	20820 - DRAINAGE & EROSION CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>
			20830 - LITTER CONTROL	<input type="radio"/>	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>

Comments: (Note: for additional or continued comments use the CIWMB 03 or attach additional pages.)

- 1) Area of Concern - Pending Complete Modified Permit application with amended 1992 RDSI.
- 2) Area of Concern - Gas Monitoring and Control - Landfill Gas Management Plans have been submitted and are now approved. In process for installation of updated monitoring system.
- 3) Monthly Training - Incident Weather & Asbestos
- 4) A review of records was conducted with Todd Pattee. Records reviewed included daily tonnage, special occurrences, manifests, radiation monitoring logs, load screening, site inspection logs (daily, weekly, & monthly), waste discrepancy logs, waste receipts, weather records, employee training, flare logs, fire pump house log, SWPPP, SPCC, wet season run off monitoring, etc.
- 5) Hazardous waste storage. Accumulation dates - Waste Oil 11/20/09 Antifreeze 10/26/09, Load Check Bin 08/24/09, Used Oil Filter Drums 10/01/09
- 6) There were 7 batteries in the storage locker at the time of inspection.
- 7) Radiation Monitor calibration 11/7, 11/14, & 11/21.

INSTRUCTIONS ON BACK

Correct: ☒ Incorrect: ☐ ☐ ☐

EXAMPLE 1 2 3

Top White - CIWMB

Middle Pink - LEA

Bottom Yellow - Operator

<b>Enforcement Agency:</b>		<b>County of Contra Costa</b>			
<b>SWIS Facility File Number (99-xx-9999)</b>			<b>Inspection Date</b>		
<b>07-AA-0032</b>			<b>1/23/2007</b>		
LEA Periodic		CalRecycle Closed Sites		CalRecycle Focused	
LEA Focused		CalRecycle Enforcement Agent		<input checked="" type="checkbox"/> CalRecycle Periodic	
<b>Inspection Time</b>		<b>Time In</b>		<b>Time Out</b>	
<b>Facility Name</b>			<b>Received By</b>		
Keller Canyon Landfill					
<b>Facility Location</b>			<b>Owner Name</b>		
901 Bailey Road, Pittsburg 94565					
<b>Inspector</b>			<b>Also Present (Name)</b>		
THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)					
<b>No Violations or Areas of Concern</b>					

<b>Comments:</b>
<p>FACILITY: Keller Canyon Landfill</p> <p>SWIS NUMBER: 07-AA-0032</p> <p>INSPECTION DATE: January 23, 2007</p> <p>FACILITY LOCATION: 901 Bailey Road Pittsburg, CA</p> <p>FACILITY OPERATOR: Keller Canyon Landfill Inc. (Allied Waste)</p> <p>LAND OWNER: Same as operator</p> <p>LOCAL ENFORCMENT AGENCY: Contra Costa County Environmental Health</p> <p>INSPECTOR: B. Poroli, California Integrated Waste Management Board (CIWMB)</p> <p>ACCOMPANIED BY: Eric Fung, Contra Costa LEA, Todd Pattee (Lead Operator), Micky Hill (Site Manager) and Kevin Chiapello (General Manager)</p> <p>PERMITTED TONNAGE: 3,500 tons per day</p> <p>ACTUAL TONNAGE: Peak - 4,398.36 TPD on 10/02/06</p> <p>SITE TELEPHONE NO.: (925) 458-9800</p> <p>PERMIT ISSUE DATE: 3/27/2000</p> <p>LAST PERMIT REVIEW COMPLETED: 3/24/2005</p> <p>LIQUID WASTES ACCEPTED: No</p> <p>GAS/LEACHATE CONTROLS: Yes, Flare</p> <p>COVER: Tarps, Soil and Greenwaste. Greenwaste and soil were used on this inspection</p> <p>ACREAGE: Total Permitted Area - 1,399 acres. Permitted Area - 244 acres for disposal</p>

#### INSPECTION PURPOSE:

In accordance with Public Resources Code Section 43220, staff of the California Integrated Waste Management Board conducted an 18-month inspection of Keller Canyon Landfill in conjunction with staff of the Contra Costa County Local Enforcement Agency.

#### BACKGROUND:

The site is located just west of the City of Pittsburg in Contra Costa County. The landfill is surrounded by grazing land, zoned residential and commercial. The landfill is open to commercial haulers and not open to the general public (self haul). A large portion of the waste comes from the Contra Costa Transfer and Recovery Station (07-AA-0027) located in Martinez. Operational hours are 0700-1930 Monday through Saturday and no waste is accepted after 1900. The required daily cover shall be completed by 1930 at which time stationary working lights shall be extinguished.

#### PREVIOUS CIWMB INSPECTION RESULTS:

The previous State inspection of this facility was conducted on July 26, 2005. The inspection identified one violation of Public Resources Code, Division 30, Part 4, Chapter 3 for Section 44014(b) - Terms and Conditions of the Permit for exceeding the permitted traffic volume.

#### VIOLATIONS:

A. The inspection identified no violations of Public Resources Code, Division 30, Part 4, Chapter 3:

B. There was one violation of Title 27, California Code of Regulations, Consolidated Regulations for Treatment, Storage, Processing, or Disposal of Solid Waste as follows:

Section 20690 - Alternative Daily Cover. (b) (3) Processed Green Material (A) For the purposes of this section, processed green material means any plant material that is either separated at the point of generation, or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure and plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed. (B) Green material used for alternative daily cover shall be processed prior to being applied to the working face unless the green material to be used as alternative daily cover already meets the grain size specifications. Prior to spreading and compacting on the working face, processed green material shall comply with a grain size specification by volume of 95 percent less than 6 inches. Alternative processing and grain size specification requirements may be approved by the EA if the EA determines that the alternative meets the performance requirements of (a)(2) and (a)(3) of this section and the CIWMB concurs. (C) Processed green material shall be restricted to a minimum compacted thickness of 6 inches and average compacted thickness of less than or equal to 12 inches

According to the operator, green waste is not processed prior to placement on the working face as ADC. The regulations require that the green material used as ADC be processed prior to being applied to the working face unless the green material to used already meets the grain size specifications. Based on Board staff observation on the day of the inspection, the material did not meet the specifications required in the regulations.

Unprocessed green material as it is used for ADC  
ADC

Unprocessed green material as it is used for

#### AREAS OF CONCERN:

A. The inspection identified one area of concern of Public Resources Code, Division 30, Part 4, Chapter 3.

Section 44014(b) - Terms and Conditions of the Permit. The solid waste facilities permit shall contain all terms and conditions that the local enforcement agency determines to be appropriate for the operation of the solid waste facility. The operator shall comply with all terms and conditions of the permit.

The facility weight and/or volume records indicated that the operator has on several occasions received more than the permitted 3,500 tons per day maximum. It has been the Boards policy that everything through the gate counts

with the exception of soil, regardless of whether it is landfilled or not. The operator stated that they have not been including the green material and concrete in the daily tonnage because the green material is used as ADC and the concrete as road base. The LEA should require the operator to implement a procedure to ensure that the maximum permitted daily tonnage limits are not exceeded.

B. There was one area of concern of Title 27, California Code of Regulations, Consolidated Regulations for Treatment, Storage, Processing, or Disposal of Solid Waste as follows:

Section 20640 - Spreading and Compacting. Solid waste shall be spread and compacted in layers with repeated passages of the landfill equipment to minimize voids within the cell and maximize compaction. The loose layer shall not exceed a depth of approximately two feet before compaction. Spreading and compacting shall be accomplished as rapidly as practicable, unless otherwise approved by the enforcement agency.

Board staff arrived at the site at 0545 to inspect cover. Green material was noted as ADC on the areas to be used the following day and soil in areas that would not be used for the next few days. During the inspection it was observed that the green material had not been properly spread and compacted. Some small areas were compacted, but throughout the working face where green waste was spread it was poorly compacted. This could be a result of the using the green material as ADC that has not been processed. Board staff observed some of the areas covered with soil were not properly spread and compacted.

A view of previous day active face covered with green material  
green material.

The previous day active face covered with

A view of previous day active face covered with soil.

#### COMMENTS:

1. Report of Disposal Site Information (21600) - The load checking program in the RDSI requires a minimum of one vehicle transporting MSW each day and one self-haul vehicle per week. During review of the records it was noted that these minimum number of load check logs were not met. The minimum number of load check logs as specified in the RDSI must be met.

2. Tires - At the time of the inspection tires located behind the maintenance shop had standing water in them. Please ensure that the water is removed and that they are stored in matter to prevent standing water.

3. The operator's quarterly landfill gas monitoring reports results indicated no detectable levels of methane. On the day of the inspection methane samples were taken at GMP#1 and no detectable levels of methane were noted.



**MILLER STARR  
REGALIA**

1331 N. California Blvd.  
Fifth Floor  
Walnut Creek, CA 94596

T 925 935 9400  
F 925 933 4126  
www.mslegal.com

Wilson F. Wendt  
wilson.wendt@msrlegal.com

February 18, 2014

**VIA EMAIL**

Chairperson Karen Mitchoff  
Members of the Board of Supervisors  
Contra Costa County  
651 Pine Street, First Floor  
Martinez, CA 94553-1293

Re: **Board Meeting of February 25, 2014: Concern regarding operation of  
Keller Canyon Landfill and levy of fees supporting community programs**

Honorable Chairperson Mitchoff and Members of the Board:

As you know, our office represents Contra Costa Waste Services, Inc., ("CCWS") and Mt. Diablo Recology, LLC ("MDR"), who have submitted proposals to the Central Contra Costa Solid Waste Authority ("CCCSWA," or "Authority"), seeking new franchise agreements. As you also are aware, our clients are competing for the new franchise agreements with Allied Waste Services, Inc., d.b.a. Republic Services ("Republic"), the owners and operators of the County's only landfill, Keller Canyon.<sup>1</sup> On February 11, 2014, we submitted a letter pointing out Republic's reporting obligations under three separate entitlements and asking the County to look into potential issues regarding the operation of Keller Canyon, including disposal fees the landfill may charge in light of allegations brought by the California Composting Coalition and California's unfair competition law. Since our last correspondence, we have more fully reviewed the questions raised by the Coalition. We have learned of some additional issues the County should investigate. Public information suggests Republic may be operating Keller Canyon in a way that deprives the County, local cities, and the State of governmental fees, where these fees support waste reduction and community programs such as the Keller Canyon Landfill Mitigation Fund. This latter fund, for instance, supports violence prevention programs for at-risk youth, youth sports programs, art and multi-cultural events for elementary schools, and literacy programs.<sup>2</sup>

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<sup>1</sup> Keller Canyon is operated by a subsidiary of Republic.

<sup>2</sup> See List of Keller Canyon Mitigation Fund recipients for 2013-2014, available at <http://www.co.contra-costa.ca.us/DocumentCenter/View/27429>.

The California Compost Coalition has provided us with a number of public documents filed with CalRecycle. We believe these documents raise a fair question as to whether Keller Canyon is using proper materials as alternative daily cover ("ADC").<sup>3</sup> What does ADC have to do with surcharges and the funding of community programs? Whereas the landfill may levy, and then submit to the County and other public agencies, various surcharges when it accepts waste for disposal, it appears that the County may not collect surcharges on the landfill's acceptance of ADC. Therefore, to the extent that Keller Canyon has accepted improper materials as ADC, and has failed to levy and remit the proper surcharge to the County and other public agencies that should have been assessed on such materials, then various public programs have been shorted. We have reviewed the Authority's documents, and believe (from an examination of documents in the public record) that there is a fair possibility that a shortfall in public funding of between \$209,000 and \$2.3 million<sup>4</sup> may have occurred since 2005 alone. We respectfully request that the County investigate this issue.

What follows is a summary of (1) how we understand the County and other public agencies assess surcharges on the disposal of waste; and (2) the public documents we have reviewed addressing ADC, and potentially indicating that between 11,000 and 203,000 tons of materials have been improperly counted as ADC at Keller Canyon.

1. **Structure and Amount of Surcharges Levied on Waste.**

We understand that, whenever a company disposes of a ton of solid waste at Keller Canyon, the following surcharges are levied:

- **An Assembly Bill 1220 Fee of \$1.40 per ton.** Assembly Bill ("AB") 1220 requires that solid waste facilities (e.g., landfills) submit a quarterly fee to the State Board of Equalization. The fees are used, in part, to provide grants to cities, counties, or other local agencies for specified local programs.
- **A County Lead Enforcement Agency ("LEA") Fee of \$1.25 per ton.** We understand the County LEA collects this fee to support its enforcement operations and other programs.

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<sup>3</sup> As you know, ADC refers to layers of certain materials that landfill operators place over regular garbage at the end of each day, so as to prevent rats and birds and other vector from reaching the garbage. ADC also helps prevent the escape of methane gas and other greenhouse gases.

<sup>4</sup> This figure accounts for potentially unprocessed green waste, which should not qualify as solid waste. Accounting for only comingled food and green waste a concept discussed below, the pertinent figure would be \$1.3 million.

- **A Contra Costa County AB 939 Fee of \$0.15 per ton.** AB 939, in part, authorized the levy of fees to pay the actual costs of preparing, adopting, and implementing integrated waste management plans. We assume this surcharge supports such plans.
- **A Road Mitigation Fee of \$1.00 per ton.** We assume this surcharge funds the improvement of roads that have deteriorated due to the hauling of waste along County roads.
- **A Contra Costa County Franchise Fee, amounting to 25 percent of net revenue for all fees (Including this surcharge).** We are not clear to what purpose this surcharge is used, but assume it includes the Keller Canyon Mitigation Fund.

On average, Keller Canyon assesses of disposal fee of approximately \$20 to \$30 per ton of solid waste.<sup>5</sup> Meanwhile, Keller Canyon assesses a disposal fee of between \$14 and \$20 for ADC, and there is no evidence the landfill assesses any surcharge on this material. Our clients have been in the waste management business a long time, and never have heard of such a fee, given that ADC is counted as recyclable material and qualifies for diversion credit.<sup>6</sup>

On this basis, it would appear the County and other public agencies should collect approximately \$8.80 to \$11.30 in surcharges for each ton of solid waste disposed at Keller Canyon. It is not evident that these agencies collect any monies for the disposal of ADC.<sup>7</sup>

Understanding the difference between ADC and solid waste insofar as governmental fees are concerned, it then becomes important to understand how many tons of waste may have been "miscounted" as ADC.

## 2. **Structure and Amount of Surcharges Levied on Waste.**

The California Compost Coalition has provided us with two categories of documents that indicate how much ADC has been received at Keller Canyon: (1) Reports filed by the Authority with CalRecycle; and (2) Reports filed by Republic with CalRecycle. There is some indication that improper materials have been counted as ADC.

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<sup>5</sup> See **Exhibit 1** (Brentwood City Council Agenda Report, p. 2 [Chart comparing solid waste disposal rates at Keller Canyon and other landfills].)

<sup>6</sup> Consider, for instance, that AB 1220, in assessing fees, only contemplates fees for "solid waste."

<sup>7</sup> Even if ADC was surcharged, because the gate rate for its disposal is much less when compared to the base rates for the disposal of solid waste (e.g., \$14 to \$20 for ADC, versus \$20 to \$30 for solid waste), the surcharges would be correspondingly less — e.g., \$7.30 to \$8.80.



i. **ADC Tonnage Received by Keller Canyon.**

The reports to CalRecycle, filed by the Authority, were submitted pursuant to Senate Bill 1016, which requires that a local agency submit an annual report to the state that summarizes its progress in reducing solid waste. Per statute, the state relies upon this report in order to determine whether the agency's integrated waste management plans needs to be revised. (See, e.g., Pub. Res. Code, § 41821 et seq.) Clearly, the reporting requirements are not meant as a purely bureaucratic exercise, and it is reasonable to assume that the Authority's reports accurately represent from where and to where various waste is coming and going.

The reports filed by Republic with CalRecycle appear to have been submitted pursuant to the terms of the landfill's solid waste permit (07-AA-0032).<sup>8</sup> It thus is reasonable to assume that these reports, too, are accurate. We understand that there may be conflicting data in circulation, but ask the Board to give greater weight to information sent to CalRecycle before concerns were raised about ADC use at Keller Canyon.

ADC Reported									
Annual Reports filed by Authority		2005	2006	2007	2008	2009	2010	2011	2012
	CCCSWA					7,481	27,292	20,333	22,785
	Walnut Creek	21,290	21,314	14,067	3,492	3,860	12,909	5,898	6,510
	Danville	11,605	14,448	10,841	2,526	2,788	10,732	11,729	13,059
	Moraga	365	735	648	177	213	848	657	708
	Orinda	535	1,249	832	248	236	1,004	767	873
	Lafayette	1,132	2,615	1,631	475	384	1,799	1,282	1,635
	County						7,974		6,805
	Totals	34,927	40,361	28,019	6,918	7,481	35,266	20,333	29,590
	Totals Lamorinda/WC	23,322	25,913	17,178	4,392	4,693	16,560	8,604	9,726
Reports filed by Republic	CCCSWA					24,817	24,813	19,131	21,485
	Walnut Creek	18,381	13,172	12,511	12,525				
	Danville	11,300	11,611	10,410	9,288				
	Moraga	351	87	561	659				
	Orinda	487	275	654	837				
	Lafayette	999	489	1,274	1,460				
	Totals	31,518	25,634	25,410	24,769	24,817	24,813	19,131	21,485
	Totals Lamorinda/WC	20,218	14,023	15,000	15,481				

<sup>8</sup> See "Facility Summary of ADC by Jurisdiction of Origin" tab, at <http://www.calrecycle.ca.gov/LGCentral/Reports/Viewer.aspx?P=ReportName%3dReportEdrsFacilitySummaryByJurisdictionADC%26DisposalFacilityID%3dCa274%26SwisNo%3d>.

A review of these reports, attached as **Exhibit 2**, shows that Keller Canyon received, between 2005 and 2012, an average of between 21,601 and 25,362 tons of ADC from Authority jurisdictions, depending on whether one adopts the Authority's or Republic's figures. (See **Chart** entitled "ADC Reported," above.)

ii. **ADC improperly counted?**

The next question is, how much, if any, of the materials counted as ADC were improperly counted. We respectfully request that the County investigate this issue, but offer the following comments, formulated after a careful review of public documents:

- ***Mixed Food Waste and Green Waste from Moraga, Orinda, Lafayette, and Walnut Creek.*** Since 2007, the jurisdictions of Moraga, Orinda, and Lafayette (collectively, "Lamorinda") have permitted the mixing of food waste and green waste. The City of Walnut Creek has permitted this practice since 2010.<sup>9</sup> Per Title 27, California Code of Regulations, section 20690(b)(3) and Title 14, California Code of Regulation, section 17852, ADC cannot include unprocessed green material, where green material cannot contain more than 1.0 percent of physical contaminants such as food material. Therefore, it would appear that waste consisting of mixed food and green waste cannot lawfully qualify as ADC. Meanwhile, the above, public reports show that Keller Canyon received about 11,306 tons of ADC from the Lamorinda area from 2008 to 2012, and about 12,408 tons of ADC from Walnut Creek. (See **Chart**, above, and **Attachment 2**.)<sup>10</sup> This combined 23,714 tonnage of ADC does not appear to have qualified, properly, as ADC, representing a potential shortfall in public funding of between \$208,683 and \$267,968. This range does not contemplate the receipt of ADC in year 2013.
- ***Comingling of Food Waste with Green Waste at Martinez Transfer Station.*** Per the photograph below, which is a satellite picture of Republic's transfer station in Martinez, California, it appears that green waste is

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<sup>9</sup> We understand this practice has been occurring per a representation from Authority staff to the California Compost Coalition. This latter group has shared this correspondence with us, a true and accurate copy of which is included as **Attachment 3**.

<sup>10</sup> While ADC from these jurisdictions may have consisted of materials other than "green" waste, there is no evidence of this composition. For instance, per CalRecycle reports, another potential source of ADC — construction and demolition debris — from Authority jurisdictions were recovered as recyclables. (See **Attachment 1**, CalRecycle annual reports (e.g., line item 4060-SP-CAR). In any case, the tonnage of these materials was minimal when compared against green waste generated from these jurisdictions (e.g., in 2011, 78 tons from Lafayette, 85 tons from Moraga, 150 tons from Orinda, and 707 tons from Walnut Creek.)

received and placed in one single area. Insofar as "green waste" from Lamorinda and Walnut Creek, which really consists of mixed food and green waste, are temporarily stored at this location along with green waste from other jurisdictions, it would appear that the comingling of waste streams is occurring, which would taint the tonnages of lawful green waste that is being sent to Keller Canyon.<sup>11</sup> If indeed green waste from the Martinez transfer has been tainted, that would mean that between 99,588 and 115,015 tons of waste generated by Authority jurisdictions has been improperly counted as ADC (representing the sum of tonnage of ADC from all Authority jurisdictions since 2008), which is to make no mention of the comingling that may occur with green waste from other in-County jurisdictions. (See **Chart**, above.) This tonnage represents a potential shortfall in public funding of between \$876,374 and \$1,299,670, which does not account for the receipt of ADC in year 2013.



- **Use of Unprocessed Green Waste as ADC.** Per the aforementioned regulations in Titles 14 and 27 of the California Code of Regulations, as well as the current Franchise Agreement between Republic and the Authority, "ADC includes at least six (6) inches of cover material other than earthen material, placed on the surface of the active face of the refuse fill area at the

<sup>11</sup> Insofar as food and green waste is being comingled, this practice additionally would make for a misrepresentation of diversion reporting, in violation of requirements under AB 939.

end of each operating day to control blowing litter, fires, odor, scavenging and vectors, as defined in Section 20164, Title 27 of the California Code of Regulations." As we discussed in our letter of February 11, 2014, to ensure green waste is less than six inches in diameter, it must be processed. To this end, Term 4.4(F)(3) of the current Franchise Agreement provides that, "[c]ommencing March 1, 2005, CCCSWA has designated the Keller Canyon Landfill as the Processing Facility for Processing as ADC no more than fifty (50) percent of Green Waste and Food Waste Collected by the Recycling, Green Waste and Food Waste Collection Company from the Cities/Towns of Danville, and portions of Walnut Creek and unincorporated central Contra Costa County. The Green Waste and Food Waste will be Transported by the Recycling, Green Waste and Food Waste Collection Company and delivered to Keller Canyon Landfill using Collection vehicles." It is unclear that the Franchise Agreement permits any other facility to function as a processing facility and, as we stated before, while Keller Canyon is designated as the "Processing Facility" for up to 50 percent of ADC from certain areas of the County, and perhaps the sole Processing Facility, it does not appear that any processing has occurred at this location. Meanwhile, Solid Waste Facility Permit O7-AA-0032, which was approved by County LEA, clearly indicates on the first page that Keller Canyon is not permitted to be a "Processing Facility." The appropriate box is unchecked under Item 5(a). If green waste that has been used as ADC has not been processed, and if unprocessed green waste falls within the definition of solid waste, then between 172,808 and 202,895 tons of material may have improperly been counted as ADC since 2005, representing shortfalls in public funding of between \$1,520,710 and \$2,292,714 during that time.<sup>12</sup> This range does not contemplate year 2013 or the years before 2005.

Overall, it appears there is a fair question as to whether the current ADC practices at Keller Canyon are resulting in a shortfall of surcharges that inure to the benefit of the public — anywhere from \$209,000 to \$2.3 million since year 2005. We respectfully request that the County investigate whether these shortfalls are occurring.

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<sup>12</sup> In addition to the terms of the current Franchise Agreement, we respectfully ask that the County investigate whether the landfill tipping fees, as they stand now and as they are proposed, reasonably accommodate the costs of processing ADC. For instance, landfill tipping fees currently range from \$20 to \$30 for solid waste, where as much as \$11.30 of this amount is used to satisfy governmental fee requirements. Our client informs us that the costs of grinding and processing ADC range from \$5 to \$12 per ton, plus additional costs associated with further sorting materials to ensure that some constituents (e.g., wood) are used for better purposes. Accounting for all of these costs, which conservatively would leave about \$6 to \$7 of an original \$30 tipping fee, we ask the County to consider whether this remainder adequately covers the costs associated with operating the landfill.

3. **Unreasonable Tipping Fee Charged at Keller Canyon.**

Separate from the above, we would like to provide the Board with further information regarding our position in the February 11, 2014 letter regarding Republic's potential violation of California's unfair competition law. As a reminder, we believe Republic's decision to charge MDR nearly \$70 per ton in tipping fees, as part of its proposal to the Authority, violates California's unfair competition law because it threatens an incipient violation of antitrust law. (*Cel-Tech Communications, Inc. v. Los Angeles Telephone Company*, 20 Cal. 4th 163, 187 (1999)). Specifically, the exorbitant landfill fees effectively would deny MDR access to Keller Canyon, the only landfill within a reasonable proximity to the area covered by the franchise agreement. This exclusion from Keller Canyon prevents MDR from competing for waste operations.

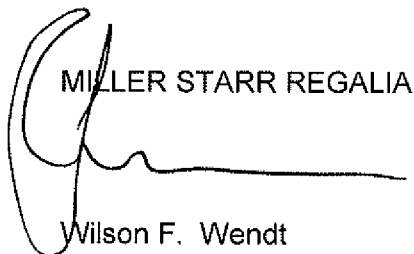
In further support of these claims, we submit that Republic charges entities with which it does *not* compete far lower landfill fees. For example, Republic currently charges the City of Brentwood, a non-competitor, \$29.75 per ton to dispose solid waste at Keller Canyon. (See **Exhibit 1**, p. 2.) This rate stands in stark contrast to the \$69 per ton Republic charges MDR, its only competitor for waste disposal in the area covered by the franchise agreement.

\* \* \*

In light of the above, we respectfully request that the Board consider investigating current ADC practices at Keller Canyon, and how these practices impact the levy of public surcharges that inure to the benefit of various public agencies and their programs, including a myriad of youth-oriented and literacy programs in Contra Costa County. Because we are concerned that local treatment of ADC may be a standard of practice by the operator, we are copying the state so that it may investigate the validity and scope of any ADC, reporting, and fee submittal violations.

Finally, we also ask the Board to continue investigating Republic's unwillingness to offer MDR access to the Keller Canyon Landfill at a reasonable price, and take any corrective action available to it.

Very truly yours,

MILLER STARR REGALIA  
  
Wilson F. Wendt

WFW:sa

Chairperson Karen Mitchoff  
Members of the Board of Supervisors  
February 18, 2014  
Page 9

Enclosures

cc: Authority Board  
Jim Frazier, Chair, California State Assembly Committee on Accountability and  
Administrative Review  
Joan Buchanan, Chair, California State Assembly Committee on Accountability and  
Administrative Review  
Joe Sbranti, City Manager, City of Pittsburg  
Kenton Alm, Esq.  
Paul Morsen  
Bob Hilton  
Tracy Swanborn  
Clients

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Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa  
Date: February 25, 2014

Subject: Government Code 7507 Compliance - Retirement Benefits - Various Bargaining Units

**RECOMMENDATION(S):**

CONSIDER accepting actuarial valuation of future annual costs of potential changes to Retirement Benefits, changing the pension COLA for employees in various bargaining units who become members of the CCCERA on or after July 1, 2014, as provided by Buck Consultants.

**FISCAL IMPACT:**

As shown in the valuations and the chart below, the result of the retirement changes described herein for employees would result in a savings of annual pensionable pay with the first hire in year one. Future valuation results will change with demographic and cost updates. These projections do accurately measure the direction of the proposed plan change costs. Over time, as more employees are hired into the new PEPR tier at a 2% COLA, the savings will become more significant. It should be noted that the figures presented in this report represent the savings associated only with the negotiation of a 2% COLA. The actual savings from both the new State law and the negotiated change beginning July 1 is the savings between the new PEPR tier with a 2% COLA and Tiers A and III with a 3% COLA. When considering the difference between these tiers the total savings is closer to 5.0%.

Group	Letter Date	Entry Age	Entry Pay	% of Savings in Year 1	% of Savings in Year 4
IFPTE Local 21	2/12/2014	37	\$69,000	1.60%	1.50%
Public Employees Union Local 1	2/13/2014	39	\$47,000	1.90%	2.10%
SEIU Local 1021	2/14/2014	36	\$49,000	1.90%	1.80%
DA Investigators Association	2/17/2014	44	\$80,000	4.30%	4.50%
Western Council of Engineers	2/18/2014	37	\$70,000	1.50%	1.50%
AFSCME Local 512	2/19/2014	33	\$56,000	1.50%	1.50%

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Lisa Driscoll, County Finance  
Director, 335-1023

By: , Deputy

cc: Robert Campbell, Auditor-Controller

### BACKGROUND:

Government Code, Section 7507 requires with regard to local legislative boards, that the future costs of changes in retirement benefits or other post employment benefits as determined by the actuary, shall be made public at a public meeting **at least two weeks prior** to the adoption of any changes in public retirement plan benefits or other post employment benefits. The code also requires that an actuary be present to provide information as needed at the public meeting at which the adoption of a benefit change shall be considered.

Assembly Bill 340 (AB340), known as the California Public Employees' Pension Reform Act of 2013 (PEPRA), took effect January 1, 2013. Generally, for employees who become miscellaneous members of the Contra Costa County Employees' Retirement Association (CCCERA) on or after January 1, 2013, PEPRA requires a pension formula of 2% at age 62, 36 month final compensation averaging, and a maximum salary amount used for pension calculation of \$110,100 (plus CPI). Under PEPRA the safety retirement benefit is generally 2.7% at age 57, 36 month final compensation averaging, and a maximum salary amount used for pension calculation of \$132,000 (plus CPI). PEPRA does not address Cost of Living Adjustments (COLAs).

In the future, the Board of Supervisors may consider and may take formal action with respect to a proposed change in the COLA to the pension benefit. The Board of Supervisors is taking no action today other than accepting the reports. Should an agreement be negotiated in regards to this and other bargaining issues, the Board of Supervisors will be able to more quickly adopt the resulting Memoranda of Understanding, without an additional two week delay for compliance with Government Code Section 7507.

Six 7507 reports from Buck Consultants are attached:

- Professional and Technical Engineers IFPTE, Local 21 (dated February 12, 2014)
- Public Employees Union Local One (dated February 13, 2014)
- SEIU, Local 1021 (dated February 14, 2014)
- District Attorney Investigators Association (dated February 17, 2014)
- Western Council of Engineers (dated February 18, 2014)
- Professional and Technical Engineers AFSCME 512 (dated February 19, 2014)

The reports explain that this change affects only future employees; it will have no effect on the unfunded actuarial accrued liabilities of CCCERA. The expressed savings are in annual dollar amounts and as percentages of covered payroll for calendar years 2014, 2015, 2016, and 2017. For calendar year 2014, the start date is assumed to be July 1, 2014; therefore the savings are shown for a six month period. The savings shown are combined employee and employer normal costs. The savings are equal to the excess of the normal cost for the PEPRA structure and a 3.00% COLA to the pension benefit over the normal cost of a PEPRA structure and a 2.00% pension COLA.

### CONSEQUENCE OF NEGATIVE ACTION:

Possible delay in the adoption of memoranda of understanding and in the future implementation of the pension COLA reduction, resulting in loss of savings.

### CHILDREN'S IMPACT STATEMENT:

None.



February 12, 2014

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to  
Pension Benefits of Professional and Technical Engineers IFPTE as of July 1, 2014

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA). July 1, 2014 was used as the effective date for the proposed change for the members of the Professional and Technical Engineers IFPTE, Local 21. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

Because this change affects only future employees, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of July 1, 2014. We show the cost impacts on the enclosed charts per one hire per year. The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

We have expressed the savings in annual dollar amounts and as percentages of covered payroll for calendar years 2014, 2015, 2016, and 2017. These results are merely illustrative and the actual impact will depend upon the actual demographic characteristics of the employees as well as the pattern of future hiring.

Future actuarial measurements may differ significantly from the current measurement presented in this report due to such factors as: plan experience different from that anticipated by the economic and demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this report, an analysis of the potential range of such future measurements has not been performed.

The methods and assumptions used are the same as those used in the December 31, 2012, actuarial valuation of CCCERA. Information on our new entrant profile is given in Note 2 of the enclosed projections.

The report was prepared under the supervision of Charlie Chittenden, an Enrolled Actuary, a Fellow of the Society of Actuaries, and a Member of the American Academy of Actuaries, who met the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report. This report has been prepared in accordance with all Applicable Actuarial Standards of Practice. I am available to answer any questions on the material contained in the report, or to provide explanations or further details as may be appropriate.

Sincerely,

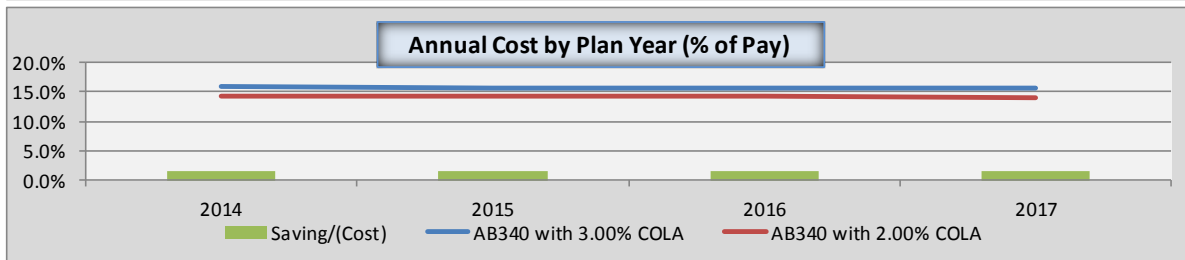
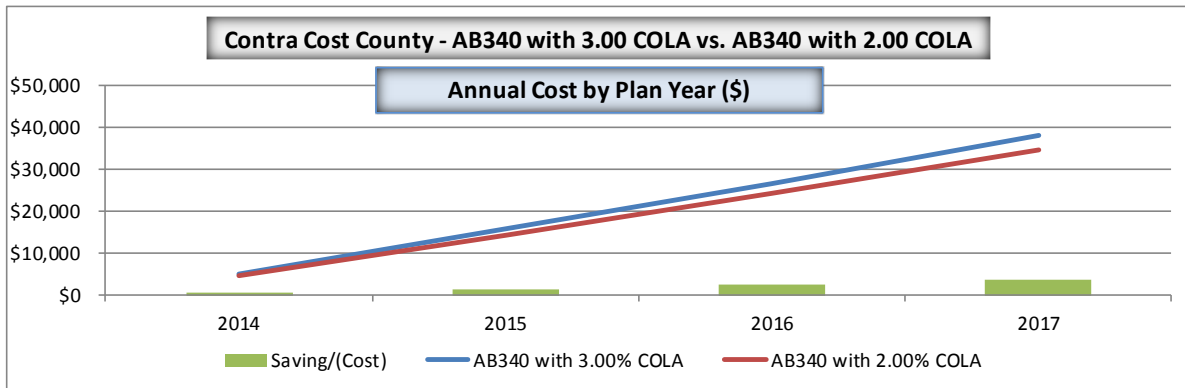


Charles E. Chittenden  
Principal and Consulting Actuary  
Enc.



Joseph Son  
Senior Consultant, Retirement Actuary

### **Professional and Technical Engineers IFPTE, Local 21**



Calendar Year	2014	2015	2016	2017
Valuation Pay	\$32,100	\$99,900	\$170,300	\$243,500
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$5,100	\$15,700	\$26,700	\$38,100
ii) % of Pay	15.9%	15.7%	15.7%	15.6%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$4,600	\$14,200	\$24,100	\$34,400
ii) % of Pay	14.3%	14.2%	14.2%	14.1%
<b>Saving/(Cost)</b>				
i) \$	\$500	\$1,500	\$2,600	\$3,700
ii) % of Pay	1.6%	1.5%	1.5%	1.5%

**Notes:**

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2012, valuation.
2. The county is assumed to hire one active employee at July 1 of each projection year. The annual valuation pay amounts at entry are assumed to be \$71,400, \$73,900, \$76,500, and \$79,200 for the 2014, 2015, 2016, and 2017 hires, respectively. The age at entry for new hires is assumed to be 37.
3. The maximum compensation limit for the retirement benefit is \$115,064 for 2014 and it is expected to grow 2.00% per year.
4. In the AB340 benefit structure, the multiplier is 2% at 62. The multiplier increases by 0.1% for ages above 62 to a maximum of 2.5% at 67. It decreases by 0.1% for ages below 62 to a minimum of 1.0% at 52.

February 13, 2014

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to  
Pension Benefits of Public Employees Union Local One as of July 1, 2014

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA). July 1, 2014 was used as the effective date for the proposed change for the members of the Public Employees Union, Local One. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

Because this change affects only future employees, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of July 1, 2014. We show the cost impacts on the enclosed charts per one hire per year. The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

We have expressed the savings in annual dollar amounts and as percentages of covered payroll for calendar years 2014, 2015, 2016 and 2017. These results are merely illustrative and the actual impact will depend upon the actual demographic characteristics of the employees as well as the pattern of future hiring.

Future actuarial measurements may differ significantly from the current measurement presented in this report due to such factors as: plan experience different from that anticipated by the economic and demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this report, an analysis of the potential range of such future measurements has not been performed.

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The report was prepared under the supervision of Charlie Chittenden, an Enrolled Actuary, a Fellow of the Society of Actuaries, and a Member of the American Academy of Actuaries, who met the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report. This report has been prepared in accordance with all Applicable Actuarial Standards of Practice. I am available to answer any questions on the material contained in the report, or to provide explanations or further details as may be appropriate.

Sincerely,

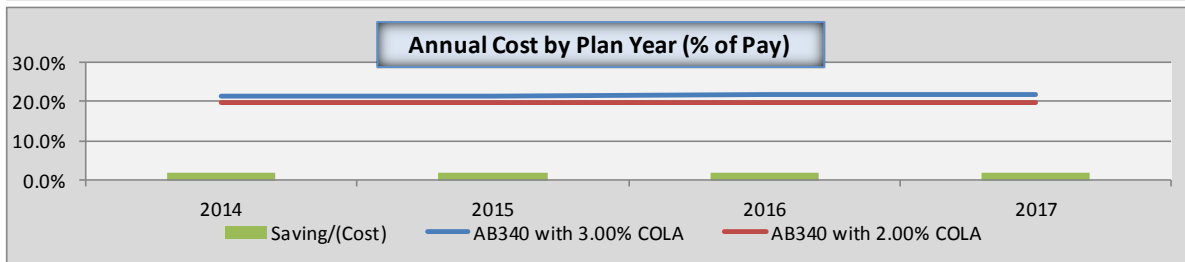
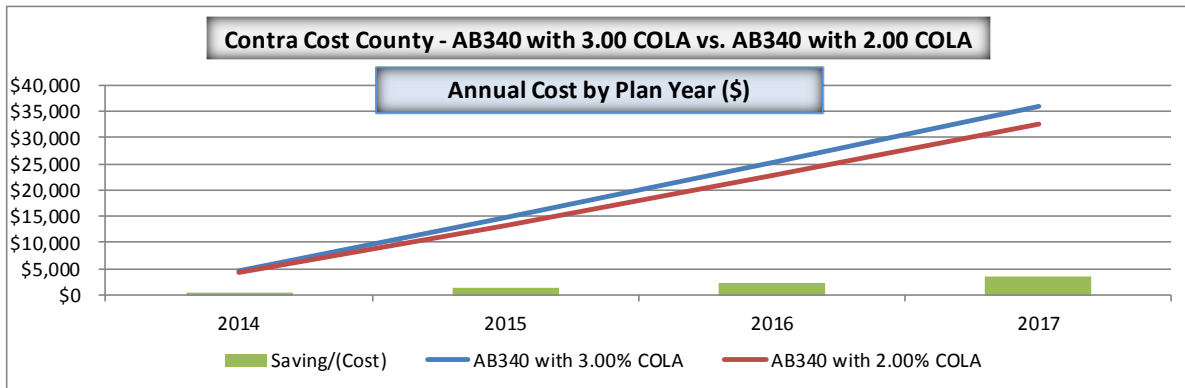


Charles E. Chittenden  
Principal and Consulting Actuary  
Enc.



Joseph Son  
Senior Consultant, Retirement Actuary

### Public Employees Union, Local One



Calendar Year	2014	2015	2016	2017
Valuation Pay	\$21,900	\$68,000	\$115,900	\$165,700
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$4,700	\$14,700	\$25,100	\$35,900
ii) % of Pay	21.5%	21.6%	21.7%	21.7%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$4,300	\$13,300	\$22,700	\$32,500
ii) % of Pay	19.6%	19.6%	19.6%	19.6%
<b>Saving/(Cost)</b>				
i) \$	\$400	\$1,400	\$2,400	\$3,400
ii) % of Pay	1.9%	2.0%	2.1%	2.1%

Notes:

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2012, valuation.
2. The county is assumed to hire one active employee at July 1 of each projection year. The annual valuation pay amounts at entry are assumed to be \$48,600, \$50,300, \$52,100, and \$53,900 for the 2014, 2015, 2016, and 2017 hires, respectively. The age at entry for new hires is assumed to be 39.
3. The maximum compensation limit for the retirement benefit is \$115,064 for 2014 and it is expected to grow 2.00% per year.
4. In the AB340 benefit structure, the multiplier is 2% at 62. The multiplier increases by 0.1% for ages above 62 to a maximum of 2.5% at 67. It decreases by 0.1% for ages below 62 to a minimum of 1.0% at 52.

February 14, 2014

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to  
Pension Benefits of SEIU Local 1021 as of July 1, 2014

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA). July 1, 2014 was used as the effective date for the proposed change for the members of the SEIU, Local 1021. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

Because this change affects only future employees, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of July 1, 2014. We show the cost impacts on the enclosed charts per one hire per year. The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

We have expressed the savings in annual dollar amounts and as percentages of covered payroll for calendar years 2014, 2015, 2016, and 2017. These results are merely illustrative and the actual impact will depend upon the actual demographic characteristics of the employees as well as the pattern of future hiring.

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Sincerely,



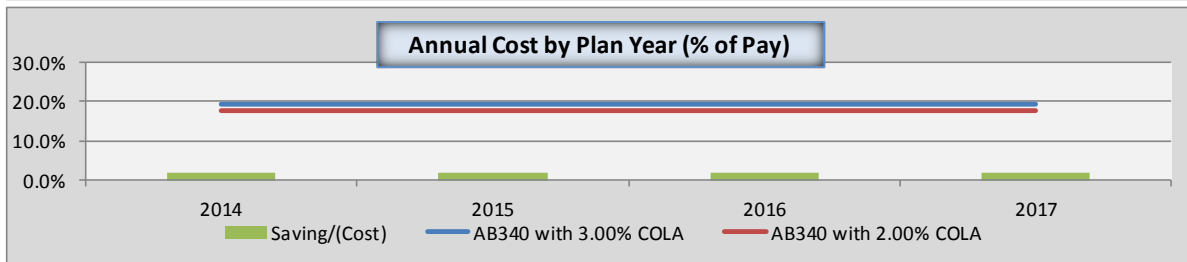
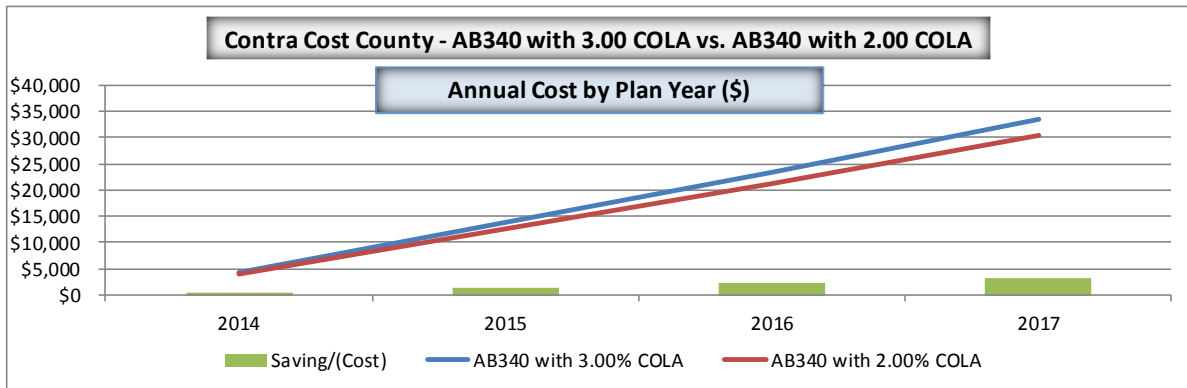
Charles E. Chittenden  
Principal and Consulting Actuary  
Enc.



Joseph Son  
Senior Consultant, Retirement Actuary



**SEIU, Local 1021**



Calendar Year	2014	2015	2016	2017
Valuation Pay	\$22,810	\$70,970	\$120,990	\$172,920
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$4,450	\$13,820	\$23,500	\$33,580
ii) % of Pay	19.5%	19.5%	19.4%	19.4%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$4,020	\$12,500	\$21,250	\$30,360
ii) % of Pay	17.6%	17.6%	17.6%	17.6%
<b>Saving/(Cost)</b>				
i) \$	\$430	\$1,320	\$2,250	\$3,220
ii) % of Pay	1.9%	1.9%	1.8%	1.8%

**Notes:**

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2012, valuation.
2. The county is assumed to hire one active employee at July 1 of each projection year. The annual valuation pay amounts at entry are assumed to be \$50,700, \$52,500, \$54,300, and \$56,200 for the 2014, 2015, 2016, and 2017 hires, respectively. The age at entry for new hires is assumed to be 36.
3. The maximum compensation limit for the retirement benefit is \$115,500 for 2014 and it is expected to grow 2.00% per year.
4. In the AB340 benefit structure, the multiplier is 2% at 62. The multiplier increases by 0.1% for ages above 62 to a maximum of 2.5% at 67. It decreases by 0.1% for ages below 62 to a minimum of 1.0% at 52.

February 17, 2014

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to  
Pension Benefits of D.A. Investigators Association as of July 1, 2014

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA). July 1, 2014 was used as the effective date for the proposed change for the members of D.A. Investigators Association. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

Because this change affects only future employees, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of July 1, 2014. We show the cost impacts on the enclosed charts per one hire per year. The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

We have expressed the savings in annual dollar amounts and as percentages of covered payroll for calendar years 2014, 2015, 2016, and 2017. These results are merely illustrative and the actual impact will depend upon the actual demographic characteristics of the employees as well as the pattern of future hiring.

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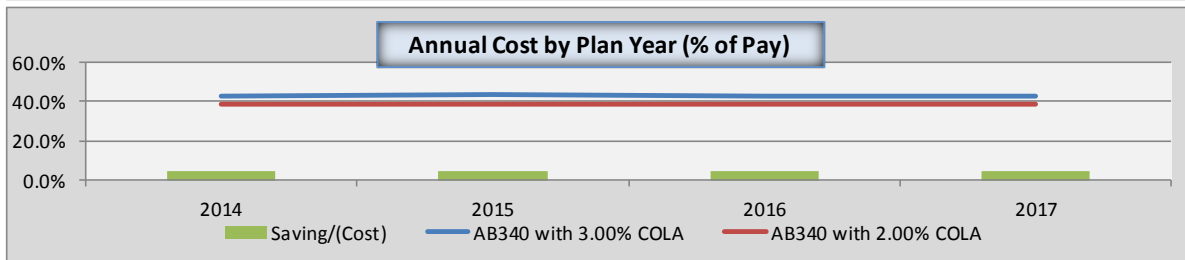
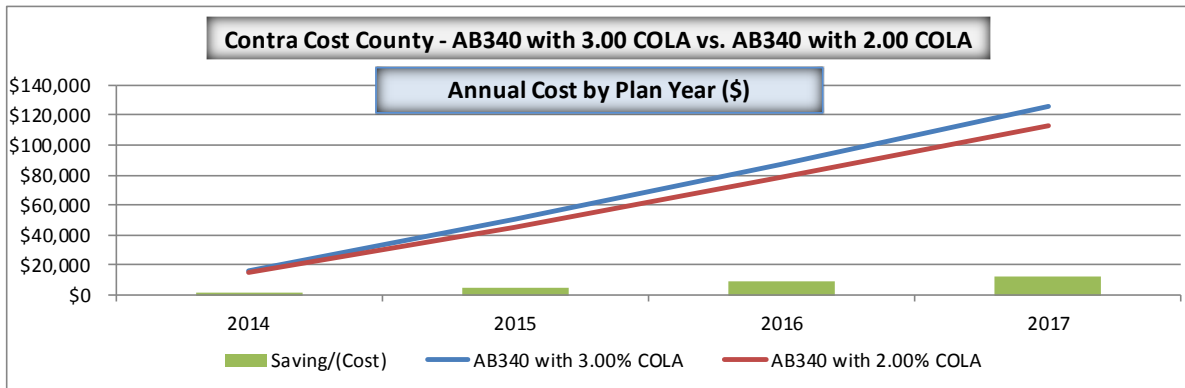


Charles E. Chittenden  
Principal and Consulting Actuary  
Enc.



Joseph Son  
Senior Consultant, Retirement Actuary

### D.A. Investigators Association



Calendar Year	2014	2015	2016	2017
Valuation Pay	\$37,500	\$117,400	\$202,200	\$292,200
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$16,200	\$50,800	\$87,300	\$126,100
ii) % of Pay	43.2%	43.3%	43.2%	43.2%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$14,600	\$45,600	\$78,400	\$113,200
ii) % of Pay	38.9%	38.8%	38.8%	38.7%
<b>Saving/(Cost)</b>				
i) \$	\$1,600	\$5,200	\$8,900	\$12,900
ii) % of Pay	4.3%	4.5%	4.4%	4.5%

Notes:

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2012, valuation.
2. The county is assumed to hire one active employee at July 1 of each projection year. The annual valuation pay amounts at entry are assumed to be \$82,800, \$85,700, \$88,700, and \$91,800 for the 2014, 2015, 2016, and 2017 hires, respectively. The age at entry for new hires is assumed to be 44.
3. The maximum compensation limit for the retirement benefit is 120% of \$115,064, or \$138,077 for 2014 and it is expected to grow 2.00% per year.
4. In the AB340 benefit structure, the multiplier is 2.5% at 55. The multiplier increases by 0.1% for ages above 55 to a maximum of 2.7% at 57. It decreases by 0.1% for ages below 55 to a minimum of 2.0% at 50.

February 18, 2014

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to  
Pension Benefits of Western Council of Engineers as of July 1, 2014

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA). July 1, 2014 was used as the effective date for the proposed change for the members of Western Council of Engineers. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

Because this change affects only future employees, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of July 1, 2014. We show the cost impacts on the enclosed charts per one hire per year. The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

We have expressed the savings in annual dollar amounts and as percentages of covered payroll for calendar years 2014, 2015, 2016, and 2017. These results are merely illustrative and the actual impact will depend upon the actual demographic characteristics of the employees as well as the pattern of future hiring.

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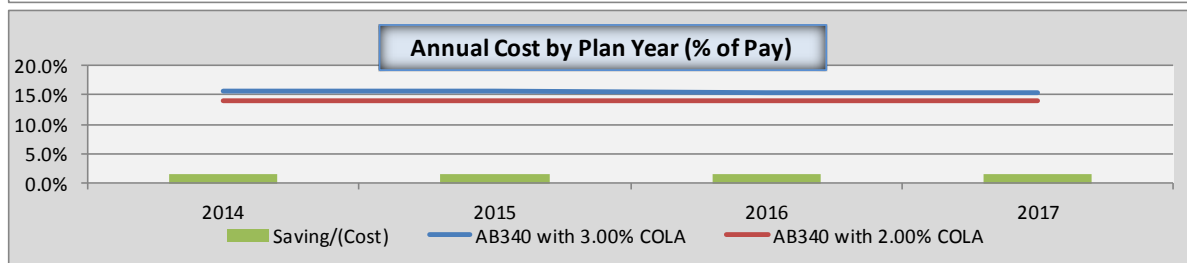
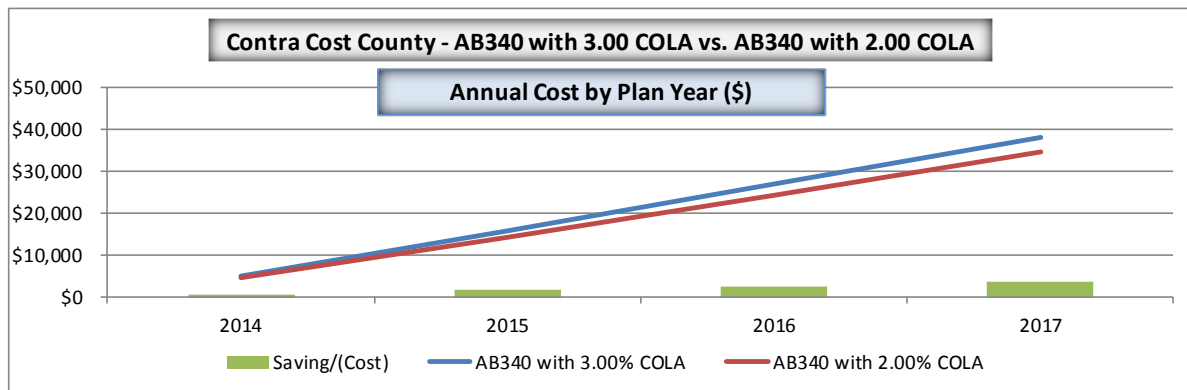


Charles E. Chittenden  
Principal and Consulting Actuary  
Enc.



Joseph Son  
Senior Consultant, Retirement Actuary

### Western Council of Engineers



Calendar Year	2014	2015	2016	2017
Valuation Pay	\$32,600	\$101,400	\$172,900	\$247,100
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$5,100	\$15,800	\$26,800	\$38,200
ii) % of Pay	15.6%	15.6%	15.5%	15.5%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$4,600	\$14,200	\$24,200	\$34,500
ii) % of Pay	14.1%	14.0%	14.0%	14.0%
<b>Saving/(Cost)</b>				
i) \$	\$500	\$1,600	\$2,600	\$3,700
ii) % of Pay	1.5%	1.6%	1.5%	1.5%

**Notes:**

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2012, valuation.
2. The county is assumed to hire one active employee at July 1 of each projection year. The annual valuation pay amounts at entry are assumed to be \$72,500, \$75,000, \$77,600, and \$80,300 for the 2014, 2015, 2016, and 2017 hires, respectively. The age at entry for new hires is assumed to be 37.
3. The maximum compensation limit for the retirement benefit is \$115,064 for 2014 and it is expected to grow 2.00% per year.
4. In the AB340 benefit structure, the multiplier is 2% at 62. The multiplier increases by 0.1% for ages above 62 to a maximum of 2.5% at 67. It decreases by 0.1% for ages below 62 to a minimum of 1.0% at 52.

February 19, 2014

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to  
Pension Benefits of Professional & Technical Employees AFSCME as of July 1, 2014

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA). July 1, 2014 was used as the effective date for the proposed change for the members of Professional & Technical Employees AFSCME, Local 512. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

Because this change affects only future employees, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of July 1, 2014. We show the cost impacts on the enclosed charts per one hire per year. The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

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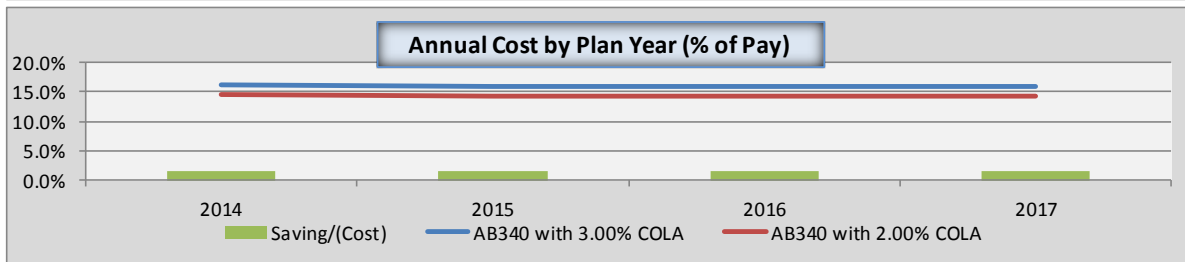
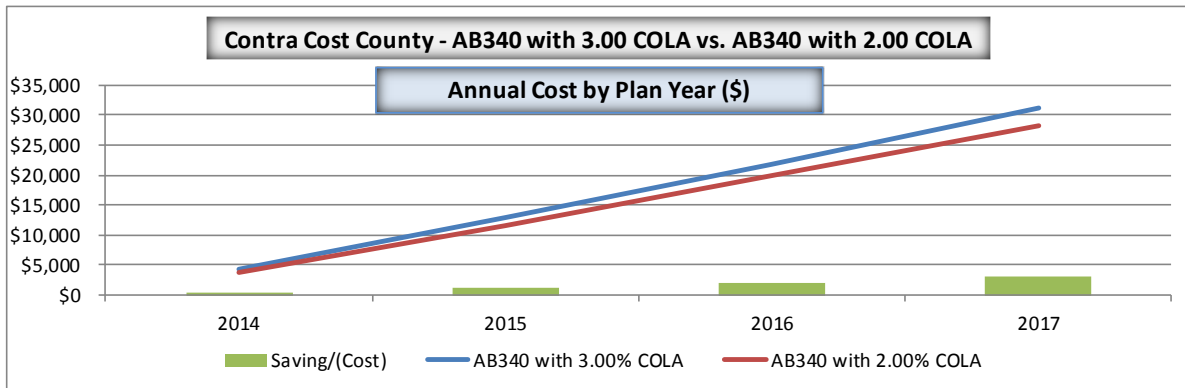


Charles E. Chittenden  
Principal and Consulting Actuary  
Enc.



Joseph Son  
Senior Consultant, Retirement Actuary

### **AFSCME, Local 512**



Calendar Year	2014	2015	2016	2017
Valuation Pay	\$26,100	\$81,200	\$138,400	\$197,900
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$4,200	\$12,900	\$21,900	\$31,300
ii) % of Pay	16.1%	15.9%	15.8%	15.8%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$3,800	\$11,600	\$19,800	\$28,300
ii) % of Pay	14.6%	14.3%	14.3%	14.3%
<b>Saving/(Cost)</b>				
i) \$	\$400	\$1,300	\$2,100	\$3,000
ii) % of Pay	1.5%	1.6%	1.5%	1.5%

**Notes:**

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2012, valuation.
2. The county is assumed to hire one active employee at July 1 of each projection year. The annual valuation pay amounts at entry are assumed to be \$58,000, \$60,000, \$62,100, and \$64,300 for the 2014, 2015, 2016, and 2017 hires, respectively. The age at entry for new hires is assumed to be 33.
3. The maximum compensation limit for the retirement benefit is \$115,064 for 2014 and it is expected to grow 2.00% per year.
4. In the AB340 benefit structure, the multiplier is 2% at 62. The multiplier increases by 0.1% for ages above 62 to a maximum of 2.5% at 67. It decreases by 0.1% for ages below 62 to a minimum of 1.0% at 52.



Contra  
Costa  
County

To: Board of Supervisors

From: Kathy Gallagher

Date: February 25, 2014

Subject: Rise Together Initiative to cut poverty in half in the Bay Area by 2020

**RECOMMENDATION(S):**

CONSIDER endorsing the Rise Together Initiative to cut poverty in half in the Bay Area by 2020 and accepting a report on the current assessment of poverty in Contra Costa County. (Supervisor John Gioia and Kathy Gallagher, Employment and Human Services Department Director)

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

The Employment and Human Services Department (EHSD) provides safety net services to thousands of Contra Costa residents each year. These services help low income people find work, put food on the table, get health care, and gain a foothold on the first rung of the economic opportunity ladder. Despite this good work, there are currently more than 100,000 Contra Costans living in poverty (\$19,530 for a family of three).

In an effort to help our neighbors escape poverty, EHSD works with community partners: nonprofit agencies, businesses, faith groups, foundations, and educational institutions.

Contra Costa County will monitor and consider supporting the work of the Ending Poverty and Inequality in California (EPIC) Caucus. the Mission of

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kathy Gallagher, 313-1769

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

the EPIC Caucus is to reduce the number of people living in Poverty and to increase economic opportunity to all Californians. Senator Mark DeSaulnier chairs EPIC and it includes members from the Senate and House as well as the Western Center on Law and Poverty, SEIU, the California Business Roundtable, and the County Welfare Directors Association of California.

Three notable anti-poverty efforts with multiple stakeholders from Contra Costa County are SparkPoint, the Family Economic Security Partnership (FESP), and Safety Net Innovation Network.

SparkPoint -- there are two SparkPoint centers in the County (Richmond and Bay Point) that house multiple nonprofit and County staff working together to help people find living wage jobs, reduce debt to 40% of income or less, increase credit scores to 650 or more, and secure at least three months savings to weather emergencies. The lead agencies for West and East County are the Richmond Community Foundation and EHSD. United Way of the Bay Area developed the model and continues to provide support to its growth and sustainability.

The Family Economic Security Partnership (FESP) is led by First 5 Contra Costa County. FESP is a public and non-profit collaboration dedicated to increasing the income and building the assets of low-income families and individuals living in Contra Costa County. The group managed the County's successful Earn It Keep It Save It volunteer income tax program for many years. Currently FESP is working with a broader network on a long-term coordinated effort to cut poverty in Contra Costa County by raising awareness and building a network of committed agencies, constituents, and community members to support programs and policies that will accomplish this goal.

The Safety Net Innovation Network is a cross sector group of partners that grew out of the Contra Costa Funders Forum. The Safety Net Innovation Network sponsored a series of anti-poverty meetings, attended by more than 100 County leaders. From this work several anti-poverty initiatives have been developed. The Safety Net Innovation Network is aligning with FESP to work toward a more coordinated approach to reducing poverty through programs and policies.

The SparkPoint, FESP, and Safety Net Innovation Network collective impact work in Contra Costa County is responsible for improving and expanding the safety net and keeping many low income people from sinking into poverty and despair.

A further goal is to build on this work and increase the scale of our local anti-poverty work in partnership with United Way of the Bay Area and the Rise Together Initiative. Rise Together's goal is to cut poverty in half in the Bay Area by 2020. In 2010, a steering committee of Bay Area leaders from government, for-profit, faith, education, and philanthropy came together to develop strategies. Contra Costa County government was represented by Supervisor John Gioia, EHSD Director Kathy Gallagher and Assistant to EHSD Director Paul Buddenhagen. Rise Together has developed a roadmap to cut poverty that focuses on three key drivers of economic success:

1. Basic Needs -- housing, health care, child care, and food.
2. Education -- closing the education gap, improving skills for high growth sectors, improving high school graduation rates, and college training.
3. Jobs -- developing a vibrant local economy that created good jobs and offers pathways to employment.

These three drivers of economic success will be supported by cross sector institutions that align resources, public policies, and change systems. They will be further supported by developing passionate champions from all walks of life who will support the work.

Hundreds of organizations from all sectors of the Bay Area, including a number of leaders from Contra Costa, have pledged to join Rise Together as partners in creating pathways out of poverty. Contra Costa County supports the Rise Together Initiative by becoming a Road Map partner.

## CONSEQUENCE OF NEGATIVE ACTION:

Not applicable.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors

From: Kathy Gallagher

Date: February 25, 2014

Subject: Temporary Hire of County Retiree-Waiver of 180 day "sit out" period

**RECOMMENDATION(S):**

1. WAIVE the 180-day "sit out period" for Daniel Chan, Senior Social Service Systems Information Analyst, Employment and Human Services Department;
2. FIND that the appointment of Daniel Chan is necessary to fill a critically needed position; and
3. APPROVE AND AUTHORIZE the hiring of county retiree Daniel Chan, as a temporary County employee for the period of Feb. 26, 2014 through Feb. 25, 2015, as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

If the request is granted, there will continue to be salary and employment tax payment for the hours provided of approximately \$43,435. These costs will be offset by savings due to the vacancy of the permanent position.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kelli Zenn 925 313-1526

By: , Deputy

cc:

## BACKGROUND:

Daniel Chan, retired as a Senior SS Information Systems Specialist on Jan. 31, 2014. For over ten years his assignment has been to support systems that administer the complex Medi-Cal programs. In this position he has demonstrated expertise consistently in the systems necessary for the current implementation of the Health Care Reform Affordable Care Act (ACA) and Medi-Cal program expansion.

Mr. Chan is critical for the smooth transition and continuity of systems support for the Department as he provides training to new and old systems staff about multiple systems that support ACA and Medi-Cal.

In addition, at this important juncture in health care reform he supports the administration and implementation of the following high profile public benefits programs:

Department Medi-Cal Technical Systems Expert: Mr. Chan is relied upon by the Department as the subject matter expert for the three State-mandated systems; Medi-Cal Eligibility Data System (MEDS), CalWORKS, CalHEERS, that support the functionality to determine and report ACA enrollment and Medi-Cal eligibility status. He has the ability to interpret and implement policy regulations and translate them into systems specifications; supports Medi-Cal policy staff; instructs and supports operational staff to use systems to accomplish intended business outcomes.

Medi-Cal Program Expansion and Affordable Care Act (ACA): Mr. Chan has been in the forefront of collaborating, researching, and performing work to implement Health Care Reform and Medi-Cal program expansion. He is consulted by State, other counties' and Consortium staff because of his well-earned reputation for in-depth business and technical knowledge and analytical ability.

CalWORKS Information Network (CalWIN) and California Healthcare Eligibility, Enrollment and Retention system (CalHEERS) Interface: Mr. Chan is an important leader and contributor within the Consortium of counties and represents Contra Costa County to change CalWIN and develop interface specifications between CalWIN and CalHEERS to complete ACA implementation.

There is no other current Senior SS Systems Information Systems Analyst in the Department that is able to provide the knowledge and experience to ensure continuity of and reduced risk to the Department's efforts to effectively implement Health Care Reform and address its impacts.

The Senior Social Service Information Systems Analyst classification and the Social Service Information Systems Analyst classification are flexibly staffed classes. During the last two years the Department has filled a number of positions at the Senior Level. However, although these candidates have extensive systems experience for the most part they have lacked public social service program knowledge and experience. The Department has decided to request that the entry level Social Service Information Systems Analyst exam be given. This will also give an opportunity to EHSD line employees with public social services program experience an opportunity to compete. An important part of the Department's succession planning has been the mentor program which has encouraged employees to seek further education in areas they are interested in to further their careers at EHSD.

Mr. Chan is an import element to this approach. He will be available to maintain the current operations and mentor the successful candidate.

## CONSEQUENCE OF NEGATIVE ACTION:

Failure to receive Board approval may result in delays and ineffective implementation of Health Care Reform system changes.

## CHILDREN'S IMPACT STATEMENT:

Not applicable

## **Request**

The Employment and Human Services Department (EHSD) requests that the six-month wait period, required for retirees before they can return to work, be waived for Daniel Chan. Mr. Chan, a Senior Social Services Information Systems Analyst, is singularly qualified to provide crucial support to the Department at a pivotal time in the Health Care Reform Affordable Care Act (ACA) implementation. The Department recognizes the need to be judicious in requesting such exceptions but in the case of Mr. Chan an exception is warranted to meet current non-deferrable County obligations with the most appropriate and effective systems specialist who can help meet them.

## **Background**

ACA implementation, through major federal and State regulation changes, includes unprecedented government-sponsored enrollment of customers for private health care coverage and the expansion of Medi-Cal benefits to include recipients not previously covered. The new regulations, in the process of being implemented, include mandated implementation time frames for enrollment and delivery of service and benefits. They also include cross-program impacts to be addressed.

Implementation and ongoing administrative and operational support for these programs are dependent upon business-specific systems and their interfaces. There are three large-scale State-mandated systems required to receive, process, and transfer data among each other. Their data and functionality support the determination, monitoring, and reporting of ACA enrollment and Medi-Cal eligibility status according to policy regulations:

- CalWORKS Information Network (CalWIN): a Consortium system for eighteen counties, the Welfare Client Data System (WCDS) that manages the administration of benefit programs that include Medi-Cal, CalWORKS, CalFresh, Foster Care, General Assistance, and Child Care.
- Medi-Cal Eligibility Data System (MEDS): a State system that administers the issuance of Medi-Cal benefits statewide for all 58 California counties.
- California Healthcare Eligibility, Enrollment and Retention System (CalHEERS), also called CoveredCA.com: a new State system that manages the enrollment and tracking of ACA applicants and recipients for all 58 California counties.

These systems and their interfaces must be developed and/or changed to implement new and expanded Medi-Cal programs while maintaining continuity of business for all programs for which the Department is responsible. Systems staff must create these technical solutions by collaborating with staff from multiple functions in the County, the Consortium, State, and contractors, taking into consideration accuracy of policy interpretation, staff's operational needs, technical constraints, and system governance rules.



## **Justification**

Mr. Chan has been a systems analyst for over ten years assigned to support systems that administer the Medi-Cal program. He has demonstrated expertise consistently in the systems necessary for the implementation of ACA and Medi-Cal program expansion and has been in the forefront of collaborating, researching, and performing work to implement Health Care Reform.

He is consulted by State, other counties', and Consortium staff because of his well-earned reputation for in-depth business and technical knowledge and analytical ability. He has been and is an important leader and contributor within the Consortium of counties to change CalWIN and develop interface specifications between CalWIN and CalHEERS to complete ACA implementation.

Within EHSD, he is much respected and relied upon for his ability and initiative to interpret and implement policy regulations and translate them into systems specifications; support Medi-Cal policy staff; instruct and support operational staff to use systems to accomplish intended business outcomes; advocate for systems changes that will facilitate policy compliance and mitigate staff workload; develop business processes and integrate them with systems use to compensate for missing or incorrect systems functionality; address the most technical of details within the context of meeting customer service and staff support objectives; mentor other systems analysts; manage implementation of systems changes; and communicate to and propose solutions for management about anticipated impacts of policy and system changes.

Mr. Chan's pertinent knowledge and experience, personal attributes, and quality of work are key factors in requesting his retention to ensure continuity of, and reduce risk to, the Department's efforts to effectively and timely implement Health Care Reform and address its impacts.

## **Transition**

In anticipation of the significant systems requirements, impact, complexity, and workload of Health Care Reform and to reduce dependency on one person, EHSD has already made progress in transitioning systems staff to share existing and new workload. To ensure a smooth transition and continuity of systems support for the Department, Mr. Chan, will continue to provide training to systems staff about multiple systems that support ACA and Medi-Cal, systems and operational support requirements, and the need to match systems functions and data with business requirements. The Department will facilitate and monitor progress of the transition.

February 3, 2014

To: Anne Crisp, EHSD Personnel

From: Candace Flint, EHSD Fiscal Analyst

Subject: Cost Analysis; Senior SS Information System Analyst, (Temporary, Half-Time, 5<sup>th</sup> Step)

Salary and retiree benefits (FICA, State Unemployment, etc.) for this Board Order is \$43,435. Funding breakdown is 45% Fed/45% State and 10% County. Because the returning retiree will be behind a vacant Position Number, budgeted funding is available.



Contra  
Costa  
County

To: Board of Supervisors

From: David Twa

Date: February 25, 2014

Subject: 2013/14 FY MID-YEAR BUDGET STATUS REPORT

**RECOMMENDATION(S):**

ACCEPT report regarding the mid-year status of the 2013/14 County Budget.

**FISCAL IMPACT:**

This report is informational and will be used for planning purposes and budget development. Additional recommendations will be presented to the Board during Budget Hearings on April 22, 2014.

**BACKGROUND:**

The Administrator's Office annually reports the status of the Budget as of December 31 to determine whether departmental expenses and revenues to date are consistent with the spending plan adopted, and amended from time to time, by the Board of Supervisors. Mid-year reviews provide an opportunity to identify variances from anticipated expenditures and revenue receipts, and permit budget staff to confer with departments regarding the potential need for budgetary adjustments. The following report is a status of the current year.

The mid-year budget status report is important in that it is based on a sufficient amount of experience during the budget year to permit a reasonably accurate assessment of how closely actual expenses and revenues are likely to track with

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

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

By: , Deputy

BACKGROUND: (CONT'D)

the approved budget.

Our review of departmental budgets at this mid-year juncture suggests that departmental expenditures and revenues are performing in accord with expectations and are not projected to exceed the FY 2013/14 Adjusted Budget in any major area. However, as noted later in this report, there are several variables which are affecting this projection. The Board is not being asked to take any corrective action at this time. Recommendations, if needed, will be made as part of the Budget Hearings on April 22. This assessment could change based on intervening factors – e.g., revenue curtailments or program shifts by the State – that could affect current year costs and revenues and negatively impact our outlook for the ensuing fiscal year.

This report provides an overview of the status of the County's FY 2013/2014 Budget as of December 31, 2013. Included in this report are tables that summarize the County's mid-year fiscal condition (Attachments A, B, and C).

As of December 31, 2013, with 50% of the fiscal year having passed, actual expenditures for all County funds totaled 43.6% of planned spending, while actual revenues totaled 38.1% of amounts anticipated for the year. Although not significant, expenditures are higher and revenues the same as the same period last year (42.6% and 38.0% respectively). Comparison data for the same period in prior years are 41.5% and 39.1% in fiscal year 2011/12, 42.9% and 42.8% in fiscal year 2010/11, 45.3% and 44.5% in fiscal year 2009/10, 45.6% and 43.6% in fiscal year 2008/09, 44.5% and 47.9% in fiscal year 2007/08, 43.8% and 45.5% in fiscal year 2006/07, and 42.6% and 44.2% in fiscal year 2005/06.

For the General Fund alone, actual expenditures totaled 43.0% of planned spending, and actual revenues totaled 34.4% of amounts anticipated for the year. Expenditure and revenue figures compare favorably to the same period last year (45.5% and 31.7% respectively). Comparison data for the same period in prior years are 46.1% and 32.5% in fiscal year 2011/12, 47.0% and 36.3% in fiscal year 2010/11, 47.7% and 36.9% in fiscal year 2009/10, 50.1% and 37.7% in fiscal year 2008/09, 47.5% and 39.0% in fiscal year 2007/08, 47.0% and 39.7% in fiscal year 2006/07, and 46.4% and 38.6% in fiscal year 2006/07. The specific dollar amounts were as follows:

<b>ALL FUNDS</b>			
<b>Second Quarter Summary</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Percent</b>
<b>Expenditures</b>	\$ 2,667,416,136	\$ 1,162,706,726	43.6%
<b>Revenues</b>	\$ 2,556,453,302	\$ 973,878,916	38.1%
<b>GENERAL FUND</b>			
<b>Second Quarter Summary</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Percent</b>
<b>Expenditures</b>	\$ 1,354,222,232	\$ 582,311,859	43.0%
<b>Revenues</b>	\$ 1,315,439,200	\$ 452,629,559	34.4%
<b>GENERAL FUND</b>			
<b>Second Quarter Expenditure Summary</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Percent</b>
<b>Wages &amp; Benefits</b>	741,824,235	332,358,975	44.8%
<b>Services &amp; Supplies</b>	420,922,521	171,987,556	40.9%
<b>Other Charges</b>	236,832,370	116,402,678	49.1%
<b>Fixed Assets</b>	34,217,056	2,490,928	7.3%
<b>Inter-departmental Charges</b>	(81,688,856)	(40,928,728)	50.1%
<b>Contingencies</b>	2,114,906	450	0.0%
<b>Total Expenses</b>	<b>\$ 1,354,222,232</b>	<b>\$ 582,311,859</b>	<b>43.0%</b>
<b>GENERAL FUND</b>			
<b>Second Quarter Revenue Summary</b>			
	<b>Budget</b>	<b>Actual</b>	<b>Percent</b>
<b>Taxes</b>	\$ 291,424,000	\$ 187,372,177	64.3%
<b>Licenses, Permits, Franchises</b>	11,288,576	2,582,353	22.9%
<b>Fines, Forfeitures, Penalties</b>	26,044,296	3,074,151	11.8%
<b>Use of Money &amp; Property</b>	2,139,761	1,155,844	54.0%
<b>Federal/State Assistance</b>	550,521,573	124,919,676	22.7%
<b>Charges for Current Services</b>	211,701,000	65,158,474	30.8%
<b>Other Revenue</b>	222,319,994	68,366,884	30.8%
<b>Total Revenues</b>	<b>\$ 1,315,439,200</b>	<b>\$ 452,629,559</b>	<b>34.4%</b>

As noted above, County expenditures and revenues at mid-year were within acceptable parameters given the Board approved budget. The difference between budgeted expenditures and revenues are due to prior year encumbrances, restricted reserves, and other carry forwards. The variances in anticipated expenses and revenue receipts are noted at the mid-year.

## Revenues

- Revenue from State and federal sources are typically late in being realized because much of it is based on expenditure claims paid in arrears. Normally departments that rely on State and federal revenue experience a two to three-month lag in revenues.
- Prop 172 Combined public safety sales tax revenues were up compared to the same months in 2012. The County's sales tax consultant continues to project positive growth for FY 2013/14 and it is expected that budget will be exceeded in the current year. Additionally, the County's pro-rata share of the State pool increased marginally in FY 2013/14.
- AB109/Public Safety Realignment revenue is budgeted at \$22.9 million and is being allocated by the State on a monthly basis as anticipated.

## Expenditures

- Normally salary costs are understated at mid-year. Some reduction in permanent salary costs is anticipated in the second half of the fiscal year due to additional retirements, which tend to occur in March, however, the majority of these savings will be spent in retiree pay-outs.
- Employee benefit costs are understated at mid-year because the budget includes appropriations for health insurance cost increases that did not become effective until the end of the second quarter, December 31, 2013. Actual expenses for employee health insurance will increase the second half of the year. Additionally for this year, it should be noted that the second quarter transfer to the County's OPEB trust did not occur until January and therefore is not included in the second quarter figures. The General Fund wage and benefit percent spent would have been 45.24% had the transfer occurred. [The addition of this transfer increases total expenses to 43.8% for all funds and 43.23% for the general fund.]
- Service and supplies costs are generally understated throughout most of the fiscal year because of the time required to process payments to vendors and contractors. This payment cycle averages one month in arrears. Additionally, departments tend to wait later in the year to make purchases to ensure that resources are not needed elsewhere.

## General Purpose Revenue

General Purpose budgeted revenues total \$330.5 million spread over 42 accounts. These revenues consist primarily of \$270.9 million in taxes for current property. Of the taxes for current property, \$163 million is current secured, \$2.5 million is supplemental, \$7.4 million is unitary, \$91.0 million is Property Tax in Lieu of Vehicle License Fees (from non-realignment vehicle license fees) and \$7.0 million is current unsecured. The current year budget included a 2.0% property tax growth rate. The actual growth rate was 3.45%. Other significant budgeted revenue is real property transfer tax (\$5.0 million), sales tax (\$14.0 million), and interest income (\$750 thousand). Based on six months of experience, General Purpose Revenues are expected to exceed budgeted amounts.

In summary, the over-all County General Fund budget is balanced. The following is more detailed information regarding Employment and Human Services, the Probation Department, and the Contra Costa County Fire Protection District.

### Employment and Human Services

The Employment and Human Services Department is currently anticipated to meet its financial targets by the end the 2013-14 fiscal year. Because non-general purpose revenues offset 95.5% of the budgeted expenditures, minor shifts in the various funding sources can significantly impact the financial picture for the Department. The Department continues to experience high caseloads for CalWORKs, CalFresh, and Medi-Cal Programs largely due to the economy. The Affordable Care Act implementation has impacted the caseload for Medi-Cal intake workload. General Assistance eligibility and assistance payments account for approximately 50% of the Department's General Fund allocation. The year-to-date expenses appear to be within the budget parameters and, barring any unusual fluctuation in caseload, the Department will end the fiscal year very close to the allocated funding level. Although the intake of cases remains close to 1,000 new cases each month, the cases are being granted within the 30 day timeframe required. Realignment revenue is slightly lower than anticipated when the 2013-14 Budget was adopted, but is sufficient to cover expenditures due to a higher than anticipated level of salary savings.

### Probation Department

The loss of Title IV-E revenue has created a significant hardship for the Probation Department but the Department remains committed to successfully navigating this difficult challenge. Currently Probation has received one quarter of revenue. The Employment and Human Services Department (EHSD) has received the second quarter revenue but has been instructed not to transfer the funds at this time by the California Department of Social Services at the direction of the U.S. Department of Health and Human Services. If the second quarter funds are released in FY 2013/14, the Probation Department's share will be approximately \$980,000.

As part of the FY 2013-14 budget Probation was directed to maintain a staffing vacancy of approximately 4 positions. The department has maintained vacancies of approximately ten (10) positions. This increased vacancy factor will allow the department to absorb most of the potential FY 2013/14 revenue shortfall caused by the loss of Title IV-E.

If the Probation Department receives the second quarter Title IV-E reimbursement, then the department is projected to have a fund balance of approximately \$312,000. If the reimbursement is not received, then the budget shortfall is projected to be approximately \$668,000. In order to meet this shortfall, the Probation Department has identified 12 vacant positions (in addition to the original vacancy factor identified above) that will be held vacant for 5 months (February-June 2014), which will result in a cost savings of approximately \$601,000. Also, the department was recently notified of two retirements effective 2/28/14. These positions will be held vacant for an additional savings of approximately \$70,000. These two actions will ensure that the department meets the FY 2013/14 budget.

### **Special Districts**

#### Contra Costa County Fire Protection District

The Contra Costa County Fire Protection District's general operating fund is projected to have an operating deficit this fiscal year due to a continued structural deficit in the department, which will result in the utilization of \$4.0 million from fund balance. Of this figure, \$2.6 million reflects a transfer from the Contra Costa Fire general operating fund to the Pension Obligation Fund pursuant to the District's 2005 Pension Obligation Bond indenture. For this reason, the District began the year with \$20.7 million in reserves and is projected to end the year with \$19.3 million. The District continues to work diligently to minimize expenditures and identify alternative service delivery options. In addition, the operational study conducted by Fitch & Associates, LLC, for the past several months is complete and will be presented this afternoon to the Board. With the Study complete, County and District staff plan to work closely together on solutions that will benefit the District in the short and long term.

### Conclusion

As noted, the overall County budget including the General Fund budget is balanced. While a hiring freeze remains in effect in several departments, no lay-offs are expected at this time. County department heads have been provided 2014/15 budget direction that includes compensation increases due to negotiated wage increases and increased pension costs. A portion of the increases will be covered by increased revenues. The County Administrator will return to the Board of Supervisors on April 22 with the Recommended Budget for FY 2014/15 and the Planning Budget for FY 2015/16. It is anticipated that the Board will adopt a Final Budget on May 13.

#### CONSEQUENCE OF NEGATIVE ACTION:

None.

#### CHILDREN'S IMPACT STATEMENT:

None.



**Fiscal Year 2013-14  
Second Quarter  
General Fund**

Department	Budgeted Revenue	Actual Revenue	Actual as % of Budget	Budgeted Expenses	Actual Expenses	Actual as % of Budget
BOARD OF SUPERVISORS	\$ 394,538	\$ 461,465	117.0%	\$ 8,156,380	\$ 2,724,724	33.4%
GENERAL COUNTY SERVICES	5,505,042	2,118,858	38.5%	21,652,872	5,962,701	27.5%
COUNTY ADMINISTRATOR	17,684,997	4,234,299	23.9%	36,829,084	16,810,976	45.6%
GENERAL COUNTY REVENUES	330,484,000	191,548,139	58.0%	0	0	0.0%
PERSONNEL	6,759,559	3,173,558	46.9%	10,428,773	4,210,312	40.4%
AUDITOR-CONTROLLER	5,298,024	2,655,276	50.1%	8,444,923	3,609,566	42.7%
PLANT ACQUISITION	10,000,000	27,988	0.0%	24,287,419	585,263	2.4%
TREASURER-TAX COLLECTOR	2,974,500	1,614,276	54.3%	4,716,889	2,381,674	50.5%
ASSESSOR	1,532,718	299,999	19.6%	16,128,236	7,746,674	48.0%
COUNTY COUNSEL	3,763,684	1,101,478	29.3%	6,120,892	2,248,162	36.7%
HEALTH SERVICES	209,953,248	31,997,504	15.2%	295,579,938	136,242,369	46.1%
EMPLMNT & HUMAN SVCS	403,410,400	112,326,411	27.8%	421,801,662	186,422,388	44.2%
SUPERIOR COURT-JURY COMM	7,056,606	3,454,148	48.9%	17,906,606	8,066,195	45.0%
JUSTICE SYSTEM PLANNING	905,623	484,866	53.5%	7,036,750	1,993,594	28.3%
COUNTY CLERK-RECORDER	8,637,846	2,950,093	34.2%	14,131,942	3,917,076	27.7%
SHERIFF-CORONER	140,378,818	33,786,988	24.1%	209,417,660	94,009,292	44.9%
PROBATION	29,338,478	6,942,118	23.7%	66,334,739	30,556,828	46.1%
AGRICULTURE-WEIGHTS/MEAS	3,769,396	971,558	25.8%	5,658,229	2,488,328	44.0%
ANIMAL SERVICES	7,521,383	3,532,137	47.0%	10,899,260	5,006,430	45.9%
CONSERVATION & DEVELOPMENT	15,092,040	2,375,738	15.7%	15,761,208	2,797,261	17.7%
DISTRICT ATTORNEY	19,084,367	5,281,887	27.7%	33,282,125	16,146,053	48.5%
PUBLIC DEFENDER	944,136	326,052	34.5%	19,043,401	9,304,643	48.9%
PUBLIC WORKS	84,689,004	40,714,854	48.1%	97,544,442	38,689,041	39.7%
MISCELLANEOUS SERVICES	260,793	249,869	95.8%	943,896	392,309	41.6%
APPROPRIATIONS FOR CONTINGENCIES	0	0	0.0%	2,114,906	0	0.0%
<b>TOTAL</b>	<b>\$ 1,315,439,200</b>	<b>\$ 452,629,559</b>	<b>34.4%</b>	<b>\$ 1,354,222,232</b>	<b>\$ 582,311,859</b>	<b>43.0%</b>

**Fiscal Year 2013-14  
Mid-Year Budget Status Report**

			<b>Current Year</b>	<b>Total</b>
			<b>Adjusted</b>	<b>Year-to-Date</b>
<b>Fund</b>			<b>Budget</b>	
100300 0001	DEPARTMENT OF SUPERVISORS			
	E1000	Salaries and Benefits	3,916,282	1,848,562
	E2000	Services and Supplies	1,788,558	803,167
	E3000	Other Charges	200	
	E5000	Expenditure Transfers	69,750	(1,832)
	GRSCST	GROSS EXPENDITURES	5,705,040	2,651,729
	TOTEXP	TOTAL EXPENDITURES	5,774,790	2,649,896
	R9600	CHARGES FOR SERVICES	213,579	38,576
	R9800	MISCELLANEOUS REVENUE		1,000
	TOTREV	GROSS REVENUE	213,579	39,576
	NETCOST	NET COUNTY COST (NCC)	5,561,211	2,610,320
100300 0007	BOARD MITIGATION PROGRAMS			
	E2000	Services and Supplies	2,294,507	26,041
	E3000	Other Charges		42,000
	GRSCST	GROSS EXPENDITURES	2,294,507	68,041
	TOTEXP	TOTAL EXPENDITURES	2,294,507	68,041
	R9100	TAXES OTHER THAN CUR PROP		371,744
	R9600	CHARGES FOR SERVICES	150,000	50,145
	TOTREV	GROSS REVENUE	150,000	421,889
	NETCOST	NET COUNTY COST (NCC)	2,144,507	(353,848)
100300 0036	PERSONNEL MERIT BOARD			
	E1000	Salaries and Benefits	51,252	2,778
	E2000	Services and Supplies	35,831	4,009
	GRSCST	GROSS EXPENDITURES	87,083	6,787
	TOTEXP	TOTAL EXPENDITURES	87,083	6,787
	R9600	CHARGES FOR SERVICES	30,959	
	TOTREV	GROSS REVENUE	30,959	
	NETCOST	NET COUNTY COST (NCC)	56,124	6,787
115800 0478	NO RICH WST&RCVY MTGN FEE			
	E2000	Services and Supplies	1,027,837	16,902
	E3000	Other Charges	305,085	1,285
	GRSCST	GROSS EXPENDITURES	1,332,922	18,188
	TOTEXP	TOTAL EXPENDITURES	1,332,922	18,188
	R9400	USE OF MONEY & PROPERTY		205
	R9600	CHARGES FOR SERVICES	960,000	279,220
	TOTREV	GROSS REVENUE	960,000	279,425
	NETCOST	NET COUNTY COST (NCC)	372,922	(261,237)

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
100300	0025	MANAGEMENT INFO SYSTEMS		
	E2000	Services and Supplies	1,593,409	101,601
	E4000	Fixed Assets	65,000	9,130
	E5000	Expenditure Transfers	(150,000)	
	GRSCST	GROSS EXPENDITURES	1,658,409	110,731
	TOTEXP	TOTAL EXPENDITURES	1,508,409	110,731
	R9600	CHARGES FOR SERVICES	150,000	
	R9800	MISCELLANEOUS REVENUE	50,000	
	TOTREV	GROSS REVENUE	200,000	
	NETCOST	NET COUNTY COST (NCC)	1,308,409	110,731
100300	0135	ECONOMIC PROMOTION		
	E2000	Services and Supplies	29,248	10,702
	GRSCST	GROSS EXPENDITURES	29,248	10,702
	TOTEXP	TOTAL EXPENDITURES	29,248	10,702
	R9500	INTERGOVERNMENTAL REVENUE	14,248	16,624
	TOTREV	GROSS REVENUE	14,248	16,624
	NETCOST	NET COUNTY COST (NCC)	15,000	(5,922)
100300	0145	EMPLOYEE/RETIREE BENEFITS		
	E1000	Salaries and Benefits	1,184,319	452,521
	E2000	Services and Supplies	10,221,360	1,139,309
	E5000	Expenditure Transfers	(391,440)	
	GRSCST	GROSS EXPENDITURES	11,405,679	1,591,830
	TOTEXP	TOTAL EXPENDITURES	11,014,239	1,591,830
	R9800	MISCELLANEOUS REVENUE		302,466
	TOTREV	GROSS REVENUE		302,466
	NETCOST	NET COUNTY COST (NCC)	11,014,239	1,289,364
100300	0150	INSURANCE AND RISK MGMT		
	E1000	Salaries and Benefits	3,766,893	1,622,396
	E2000	Services and Supplies	1,337,852	524,543
	E3000	Other Charges	3,801,230	2,098,353
	E4000	Fixed Assets	170,000	
	E5000	Expenditure Transfers	25,000	4,146
	GRSCST	GROSS EXPENDITURES	9,075,975	4,245,292
	TOTEXP	TOTAL EXPENDITURES	9,100,975	4,249,438
	R9800	MISCELLANEOUS REVENUE	5,290,794	1,799,770
	TOTREV	GROSS REVENUE	5,290,794	1,799,770
	NETCOST	NET COUNTY COST (NCC)	3,810,181	2,449,668
135000	0791	RETIREMENT UAAL BOND FUND		
	E2000	Services and Supplies	4,500	3,000
	E3000	Other Charges	67,541,151	
	GRSCST	GROSS EXPENDITURES	67,545,651	3,000

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	TOTEXP	TOTAL EXPENDITURES	67,545,651	3,000
	R9400	USE OF MONEY & PROPERTY	800,000	581
	R9800	MISCELLANEOUS REVENUE	67,605,500	36,691,181
	TOTREV	GROSS REVENUE	68,405,500	36,691,762
	NETCOST	NET COUNTY COST (NCC)	(859,849)	(36,688,762)
135200	0793	RET LITGTN STLMNT DBT SVC		
	E3000	Other Charges	2,759,911	
	GRSCST	GROSS EXPENDITURES	2,759,911	
	TOTEXP	TOTAL EXPENDITURES	2,759,911	
	R9800	MISCELLANEOUS REVENUE	2,759,911	1,379,956
	TOTREV	GROSS REVENUE	2,759,911	1,379,956
	NETCOST	NET COUNTY COST (NCC)	0	(1,379,956)
135400	0794	FAMILY LAW CTR-DEBT SVC		
	E2000	Services and Supplies	2,869,817	
	E5000	Expenditure Transfers		(112,782)
	GRSCST	GROSS EXPENDITURES	2,869,817	
	TOTEXP	TOTAL EXPENDITURES	2,869,817	(112,782)
	NETCOST	NET COUNTY COST (NCC)	2,869,817	(112,782)
100300	0002	CLERK OF THE BOARD		
	E1000	Salaries and Benefits	860,580	322,086
	E2000	Services and Supplies	140,298	69,005
	E5000	Expenditure Transfers		(297)
	GRSCST	GROSS EXPENDITURES	1,000,878	391,092
	TOTEXP	TOTAL EXPENDITURES	1,000,878	390,795
	R9500	INTERGOVERNMENTAL REVENUE	60,000	47,953
	R9600	CHARGES FOR SERVICES	39,500	8,231
	TOTREV	GROSS REVENUE	99,500	56,184
	NETCOST	NET COUNTY COST (NCC)	901,378	334,611
100300	0003	COUNTY ADMINISTRATOR		
	E1000	Salaries and Benefits	3,889,893	1,761,432
	E2000	Services and Supplies	9,512,671	1,350,738
	E3000	Other Charges		472
	E4000	Fixed Assets	25,000	
	E5000	Expenditure Transfers	(318,090)	(94,811)
	GRSCST	GROSS EXPENDITURES	13,427,564	3,112,642
	TOTEXP	TOTAL EXPENDITURES	13,109,474	3,017,831
	R9200	LICENSE/PERMIT/FRANCHISES	873,798	430,555
	R9600	CHARGES FOR SERVICES	338,965	83,600
	R9800	MISCELLANEOUS REVENUE	4,625,000	411,964
	TOTREV	GROSS REVENUE	5,837,763	926,119
	NETCOST	NET COUNTY COST (NCC)	7,271,711	2,091,712

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
100300	0004	CROCKETT-RODEO REVENUES		
	E2000	Services and Supplies	282,000	219,177
	E3000	Other Charges	294,000	
	GRSCST	GROSS EXPENDITURES	576,000	219,177
	TOTEXP	TOTAL EXPENDITURES	576,000	219,177
	NETCOST	NET COUNTY COST (NCC)	576,000	219,177
100300	0018	COUNTY-STATE-WCCHCD IGT		
	E3000	Other Charges	9,000,000	9,000,000
	GRSCST	GROSS EXPENDITURES	9,000,000	9,000,000
	TOTEXP	TOTAL EXPENDITURES	9,000,000	9,000,000
	R9000	TAXES CURRENT PROPERTY	3,000,000	
	TOTREV	GROSS REVENUE	3,000,000	
	NETCOST	NET COUNTY COST (NCC)	6,000,000	9,000,000
100300	0026	REVENUE COLLECTIONS		
	E2000	Services and Supplies		57
	GRSCST	GROSS EXPENDITURES		57
	TOTEXP	TOTAL EXPENDITURES		57
	NETCOST	NET COUNTY COST (NCC)	0	57
100300	0147	INFORMATION TECHNOLOGY		
	E1000	Salaries and Benefits	8,577,675	3,469,216
	E2000	Services and Supplies	5,070,643	1,855,272
	E3000	Other Charges	890,237	244,605
	E4000	Fixed Assets	80,000	
	E5000	Expenditure Transfers	(9,875,384)	(4,416,792)
	GRSCST	GROSS EXPENDITURES	14,618,555	5,569,093
	TOTEXP	TOTAL EXPENDITURES	4,743,171	1,152,301
	R9600	CHARGES FOR SERVICES	4,566,403	1,438,420
	TOTREV	GROSS REVENUE	4,566,403	1,438,420
	NETCOST	NET COUNTY COST (NCC)	176,768	(286,119)
100300	0060	TELECOMMUNICATIONS		
	E1000	Salaries and Benefits	2,650,338	1,216,488
	E2000	Services and Supplies	5,323,801	2,742,142
	E3000	Other Charges	545,742	191,375
	E4000	Fixed Assets	26,000	
	E5000	Expenditure Transfers	(4,428,285)	(2,149,764)
	GRSCST	GROSS EXPENDITURES	8,545,881	4,150,006
	TOTEXP	TOTAL EXPENDITURES	4,117,596	2,000,241
	R9400	USE OF MONEY & PROPERTY	237,222	353,379
	R9600	CHARGES FOR SERVICES	3,782,144	1,470,715
	TOTREV	GROSS REVENUE	4,019,366	1,824,094

Fund		Current Year Adjusted Budget	Total Year-to-Date
NETCOST	NET COUNTY COST (NCC)	98,230	176,147
100300 0235	LAW & JUSTICE SYSTEMS DEV		
E1000	Salaries and Benefits	403,104	147,285
E2000	Services and Supplies	3,281,501	113,918
E3000	Other Charges	577,000	575,366
E5000	Expenditure Transfers	(144,640)	
GRSCST	GROSS EXPENDITURES	4,261,605	836,569
TOTEXP	TOTAL EXPENDITURES	4,116,965	836,569
R9600	CHARGES FOR SERVICES	147,975	(10,518)
R9800	MISCELLANEOUS REVENUE	13,990	
TOTREV	GROSS REVENUE	161,965	(10,518)
NETCOST	NET COUNTY COST (NCC)	3,955,000	847,087
100300 0356	LOCAL AGENCY FORMATION		
E3000	Other Charges	165,000	194,005
GRSCST	GROSS EXPENDITURES	165,000	194,005
TOTEXP	TOTAL EXPENDITURES	165,000	194,005
NETCOST	NET COUNTY COST (NCC)	165,000	194,005
100300 0005	REVENUE - GENERAL COUNTY		
R8980	FUND BALANCE	9,000,000	
R9000	TAXES CURRENT PROPERTY	270,900,000	180,062,110
R9100	TAXES OTHER THAN CUR PROP	17,524,000	6,938,323
R9200	LICENSE/PERMIT/FRANCHISES	7,400,000	841,698
R9300	FINES/FORFEITS/PENALTIES	12,300,000	469,450
R9400	USE OF MONEY & PROPERTY	1,450,000	519,596
R9500	INTERGOVERNMENTAL REVENUE	4,950,000	1,482,434
R9600	CHARGES FOR SERVICES	6,600,000	892,005
R9800	MISCELLANEOUS REVENUE	360,000	342,523
TOTREV	GROSS REVENUE	330,484,000	191,548,139
NETCOST	NET COUNTY COST (NCC)	(330,484,000)	(191,548,139)
100300 0035	HUMAN RESOURCES		
E1000	Salaries and Benefits	4,969,068	2,236,714
E2000	Services and Supplies	6,098,521	2,120,754
E5000	Expenditure Transfers	(724,274)	(130,393)
GRSCST	GROSS EXPENDITURES	11,067,589	4,357,468
TOTEXP	TOTAL EXPENDITURES	10,343,315	4,227,076
R9200	LICENSE/PERMIT/FRANCHISES	210,420	210,420
R9600	CHARGES FOR SERVICES	1,502,563	734,928
R9800	MISCELLANEOUS REVENUE	5,031,406	2,220,236
TOTREV	GROSS REVENUE	6,744,389	3,165,584
NETCOST	NET COUNTY COST (NCC)	3,598,926	1,061,492

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
100300	0038	CHILD CARE		
	E2000	Services and Supplies	116,874	
	E5000	Expenditure Transfers	(31,416)	(16,764)
	GRSCST	GROSS EXPENDITURES	116,874	
	TOTEXP	TOTAL EXPENDITURES	85,458	(16,764)
	R9600	CHARGES FOR SERVICES	15,170	7,974
	TOTREV	GROSS REVENUE	15,170	7,974
	NETCOST	NET COUNTY COST (NCC)	70,288	(24,738)
115000	0009	REVENUE-AUTOMATED SYS DEV		
	R9400	USE OF MONEY & PROPERTY	20,000	2,403
	TOTREV	GROSS REVENUE	20,000	2,403
	NETCOST	NET COUNTY COST (NCC)	(20,000)	(2,403)
100300	0010	AUDITOR - CONTROLLER		
	E1000	Salaries and Benefits	6,974,321	2,913,435
	E2000	Services and Supplies	1,886,536	869,486
	E3000	Other Charges		127,702
	E5000	Expenditure Transfers	(415,934)	(301,057)
	GRSCST	GROSS EXPENDITURES	8,860,857	3,910,623
	TOTEXP	TOTAL EXPENDITURES	8,444,923	3,609,566
	R9600	CHARGES FOR SERVICES	5,128,024	2,644,502
	R9800	MISCELLANEOUS REVENUE	170,000	10,774
	TOTREV	GROSS REVENUE	5,298,024	2,655,276
	NETCOST	NET COUNTY COST (NCC)	3,146,899	954,290
115000	0011	AUTOMATED SYSTEMS DVLPMNT		
	E5000	Expenditure Transfers	170,000	
	TOTEXP	TOTAL EXPENDITURES	170,000	
	NETCOST	NET COUNTY COST (NCC)	170,000	0
100300	0080	MINOR CAP IMPROVEMENTS		
	E2000	Services and Supplies	40,000	130,375
	GRSCST	GROSS EXPENDITURES	40,000	130,375
	TOTEXP	TOTAL EXPENDITURES	40,000	130,375
	NETCOST	NET COUNTY COST (NCC)	40,000	130,375
100300	0085	FACILITY LIFECYCLE IMPROV		
	E2000	Services and Supplies	2,038,215	95,020
	E4000	Fixed Assets	12,051,557	97,348
	E5000	Expenditure Transfers		(194,901)
	GRSCST	GROSS EXPENDITURES	14,089,772	192,368
	TOTEXP	TOTAL EXPENDITURES	14,089,772	(2,533)
	R9300	FINES/FORFEITS/PENALTIES	10,000,000	
	R9600	CHARGES FOR SERVICES	0	25,276



			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
	TOTREV	GROSS REVENUE	10,000,000	25,276
	NETCOST	NET COUNTY COST (NCC)	4,089,772	(27,809)
100300	0111	PLANT ACQUIS-GENERAL FUND		
	E2000	Services and Supplies		0
	E4000	Fixed Assets	10,007,647	521,421
	E5000	Expenditure Transfers	150,000	(64,000)
	GRSCST	GROSS EXPENDITURES	10,007,647	521,421
	TOTEXP	TOTAL EXPENDITURES	10,157,647	457,421
	R9800	MISCELLANEOUS REVENUE		2,712
	TOTREV	GROSS REVENUE		2,712
	NETCOST	NET COUNTY COST (NCC)	10,157,647	454,709
110600	0119	CRIM JUST FACILITY CNSTRN		
	E2000	Services and Supplies	696,186	
	E3000	Other Charges	600,712	364,388
	E4000	Fixed Assets	52,490	
	GRSCST	GROSS EXPENDITURES	1,349,388	364,388
	TOTEXP	TOTAL EXPENDITURES	1,349,388	364,388
	R9300	FINES/FORFEITS/PENALTIES	1,285,000	505,180
	R9400	USE OF MONEY & PROPERTY		17
	TOTREV	GROSS REVENUE	1,285,000	505,197
	NETCOST	NET COUNTY COST (NCC)	64,388	(140,809)
110700	0122	COURTHOUSE CONSTRUCTION		
	E3000	Other Charges	1,418,894	942,762
	GRSCST	GROSS EXPENDITURES	1,418,894	942,762
	TOTEXP	TOTAL EXPENDITURES	1,418,894	942,762
	R9300	FINES/FORFEITS/PENALTIES	1,063,000	415,106
	R9400	USE OF MONEY & PROPERTY	(20,000)	(32)
	R9500	INTERGOVERNMENTAL REVENUE	327,500	
	R9800	MISCELLANEOUS REVENUE		(112,782)
	TOTREV	GROSS REVENUE	1,370,500	302,292
	NETCOST	NET COUNTY COST (NCC)	48,394	640,470
105900	0130	ELLINWOOD TENANT IMPS		
	E5000	Expenditure Transfers	250	
	TOTEXP	TOTAL EXPENDITURES	250	
	NETCOST	NET COUNTY COST (NCC)	250	0
100300	0015	TREASURER-TAX COLLECTOR		
	E1000	Salaries and Benefits	3,352,743	1,535,683
	E2000	Services and Supplies	1,351,146	838,516
	E3000	Other Charges	11,000	7,512
	E5000	Expenditure Transfers	2,000	(37)

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	GRSCST	GROSS EXPENDITURES	4,714,889	2,381,711
	TOTEXP	TOTAL EXPENDITURES	4,716,889	2,381,674
	R9200	LICENSE/PERMIT/FRANCHISES		70
	R9300	FINES/FORFEITS/PENALTIES	467,000	105,723
	R9600	CHARGES FOR SERVICES	2,312,500	1,468,026
	R9800	MISCELLANEOUS REVENUE	195,000	40,457
	TOTREV	GROSS REVENUE	2,974,500	1,614,276
	NETCOST	NET COUNTY COST (NCC)	1,742,389	767,398
100300	0016	ASSESSOR		
	E1000	Salaries and Benefits	14,205,080	5,954,694
	E2000	Services and Supplies	2,160,139	1,257,096
	E3000	Other Charges	4,900	
	E4000	Fixed Assets	10,000	
	E5000	Expenditure Transfers	(251,883)	4,013
	GRSCST	GROSS EXPENDITURES	16,380,119	7,211,790
	TOTEXP	TOTAL EXPENDITURES	16,128,236	7,215,803
	R9600	CHARGES FOR SERVICES	1,154,718	299,762
	R9800	MISCELLANEOUS REVENUE	378,000	237
	TOTREV	GROSS REVENUE	1,532,718	299,999
	NETCOST	NET COUNTY COST (NCC)	14,595,518	6,915,804
115100	0017	PROPERTY TAX ADMIN		
	E5000	Expenditure Transfers	3,043,371	
	TOTEXP	TOTAL EXPENDITURES	3,043,371	
	R9400	USE OF MONEY & PROPERTY		1,755
	TOTREV	GROSS REVENUE		1,755
	NETCOST	NET COUNTY COST (NCC)	3,043,371	(1,755)
100300	0019	ASSMT LITIGATION SVCS		
	E2000	Services and Supplies		530,871
	GRSCST	GROSS EXPENDITURES		530,871
	TOTEXP	TOTAL EXPENDITURES		530,871
	NETCOST	NET COUNTY COST (NCC)	0	530,871
100300	0030	COUNTY COUNSEL		
	E1000	Salaries and Benefits	9,041,311	3,893,216
	E2000	Services and Supplies	920,291	331,565
	E3000	Other Charges		44
	E4000	Fixed Assets	18,109	18,109
	E5000	Expenditure Transfers	(3,858,820)	(1,994,772)
	GRSCST	GROSS EXPENDITURES	9,979,711	4,242,934
	TOTEXP	TOTAL EXPENDITURES	6,120,892	2,248,162
	R9200	LICENSE/PERMIT/FRANCHISES	141,688	
	R9600	CHARGES FOR SERVICES	3,621,996	1,101,478

			Current Year	
Fund			Adjusted Budget	Total Year-to-Date
	TOTREV	GROSS REVENUE	3,763,684	1,101,478
	NETCOST	NET COUNTY COST (NCC)	2,357,208	1,146,684
115300	0294	HEALTH SERVICES		
	E2000	Services and Supplies		(2)
	GRSCST	GROSS EXPENDITURES		(2)
	TOTEXP	TOTAL EXPENDITURES		(2)
	NETCOST	NET COUNTY COST (NCC)	0	(2)
100300	0301	HLTH SVCS-DETENTION INMATES		
	E1000	Salaries and Benefits	13,642,152	6,178,957
	E2000	Services and Supplies	9,844,310	4,734,586
	E5000	Expenditure Transfers	(1,846,155)	1,200
	GRSCST	GROSS EXPENDITURES	23,486,462	10,913,543
	TOTEXP	TOTAL EXPENDITURES	21,640,307	10,914,743
	R9500	INTERGOVERNMENTAL REVENUE	62,300	27,546
	R9800	MISCELLANEOUS REVENUE	236	14,181
	TOTREV	GROSS REVENUE	62,536	41,728
	NETCOST	NET COUNTY COST (NCC)	21,577,771	10,873,015
100300	0450	HEALTH SVCS-PUBLIC HEALTH		
	E1000	Salaries and Benefits	34,326,555	16,715,805
	E2000	Services and Supplies	10,926,582	4,484,209
	E3000	Other Charges	500	512
	E4000	Fixed Assets	336,000	110,420
	E5000	Expenditure Transfers	(3,068,714)	(1,038,847)
	GRSCST	GROSS EXPENDITURES	45,589,637	21,310,945
	TOTEXP	TOTAL EXPENDITURES	42,520,923	20,272,098
	R9200	LICENSE/PERMIT/FRANCHISES	53,544	16,518
	R9300	FINES/FORFEITS/PENALTIES	7,010	3,349
	R9400	USE OF MONEY & PROPERTY	16,684	2
	R9500	INTERGOVERNMENTAL REVENUE	22,489,663	4,073,064
	R9600	CHARGES FOR SERVICES	4,189,034	2,562,942
	R9800	MISCELLANEOUS REVENUE	1,390,499	1,406,986
	TOTREV	GROSS REVENUE	28,146,434	8,062,861
	NETCOST	NET COUNTY COST (NCC)	14,374,489	12,209,237
100300	0451	CONSERVATOR/GUARDIANSHIP		
	E1000	Salaries and Benefits	2,467,412	1,060,848
	E2000	Services and Supplies	721,913	386,759
	E5000	Expenditure Transfers	13,450	3,798
	GRSCST	GROSS EXPENDITURES	3,189,325	1,447,606
	TOTEXP	TOTAL EXPENDITURES	3,202,775	1,451,405
	R9500	INTERGOVERNMENTAL REVENUE	344,227	
	R9600	CHARGES FOR SERVICES	92,639	58,049

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	R9800	MISCELLANEOUS REVENUE	175	(605)
	TOTREV	GROSS REVENUE	437,041	57,444
	NETCOST	NET COUNTY COST (NCC)	2,765,734	1,393,961
100300	0452	HEALTH SVCS-ENVIRON HLTH		
	E1000	Salaries and Benefits	15,440,772	6,972,014
	E2000	Services and Supplies	4,214,348	1,441,716
	E3000	Other Charges		650
	E4000	Fixed Assets	44,068	
	E5000	Expenditure Transfers	130,938	15,376
	GRSCST	GROSS EXPENDITURES	19,699,188	8,414,380
	TOTEXP	TOTAL EXPENDITURES	19,830,126	8,429,757
	R9200	LICENSE/PERMIT/FRANCHISES	75,000	69,262
	R9300	FINES/FORFEITS/PENALTIES	250,000	125,938
	R9500	INTERGOVERNMENTAL REVENUE	400,000	70,722
	R9600	CHARGES FOR SERVICES	18,372,028	2,990,187
	R9800	MISCELLANEOUS REVENUE	150,000	35,026
	TOTREV	GROSS REVENUE	19,247,028	3,291,135
	NETCOST	NET COUNTY COST (NCC)	583,098	5,138,622
100300	0460	HLTH SVC-CALIF CHILD SVCS		
	E1000	Salaries and Benefits	7,611,587	3,364,313
	E2000	Services and Supplies	1,411,773	575,105
	E3000	Other Charges		300
	GRSCST	GROSS EXPENDITURES	9,023,360	3,939,718
	TOTEXP	TOTAL EXPENDITURES	9,023,360	3,939,718
	R9500	INTERGOVERNMENTAL REVENUE	6,022,049	1,753,658
	R9600	CHARGES FOR SERVICES	453,700	145,027
	TOTREV	GROSS REVENUE	6,475,749	1,898,685
	NETCOST	NET COUNTY COST (NCC)	2,547,611	2,041,033
100300	0463	HSD HOMELESS PROGRAM		
	E1000	Salaries and Benefits	710,680	374,303
	E2000	Services and Supplies	5,365,678	2,511,210
	E5000	Expenditure Transfers	(2,545,617)	(260,723)
	GRSCST	GROSS EXPENDITURES	6,076,358	2,885,513
	TOTEXP	TOTAL EXPENDITURES	3,530,741	2,624,790
	R9400	USE OF MONEY & PROPERTY	10,800	5,400
	R9500	INTERGOVERNMENTAL REVENUE	2,028,934	(289,569)
	R9800	MISCELLANEOUS REVENUE	87,938	18,538
	TOTREV	GROSS REVENUE	2,127,672	(265,631)
	NETCOST	NET COUNTY COST (NCC)	1,403,069	2,890,421
100300	0465	HLTH SVS-HOSPITAL SUBSIDY		
	E3000	Other Charges	30,408,776	12,670,320

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	GRSCST	GROSS EXPENDITURES	30,408,776	12,670,320
	TOTEXP	TOTAL EXPENDITURES	30,408,776	12,670,320
	NETCOST	NET COUNTY COST (NCC)	30,408,776	12,670,320
100300	0466	ALCOHOL & OTHER DRUGS SVC		
	E1000	Salaries and Benefits	3,696,284	1,334,053
	E2000	Services and Supplies	11,013,043	4,178,946
	E3000	Other Charges	25,798	
	E5000	Expenditure Transfers	26,739	(330,449)
	GRSCST	GROSS EXPENDITURES	14,735,125	5,512,998
	TOTEXP	TOTAL EXPENDITURES	14,761,864	5,182,549
	R9300	FINES/FORFEITS/PENALTIES	377,524	51,615
	R9400	USE OF MONEY & PROPERTY	190,162	83,554
	R9500	INTERGOVERNMENTAL REVENUE	7,334,790	2,114,103
	R9600	CHARGES FOR SERVICES	2,577,269	809,681
	R9800	MISCELLANEOUS REVENUE	4,693,860	43,664
	TOTREV	GROSS REVENUE	15,173,605	3,102,616
	NETCOST	NET COUNTY COST (NCC)	(411,741)	2,079,933
100300	0467	HLTH SERVICES-MNTL HLTH		
	E1000	Salaries and Benefits	49,627,910	22,868,377
	E2000	Services and Supplies	98,124,242	45,415,476
	E3000	Other Charges	4,600,748	2,128,534
	E4000	Fixed Assets	393,057	393,057
	E5000	Expenditure Transfers	(2,084,891)	(48,454)
	GRSCST	GROSS EXPENDITURES	152,745,957	70,805,444
	TOTEXP	TOTAL EXPENDITURES	150,661,066	70,756,989
	R9200	LICENSE/PERMIT/FRANCHISES	70,000	19,123
	R9300	FINES/FORFEITS/PENALTIES		68,480
	R9400	USE OF MONEY & PROPERTY	41,723	7,825
	R9500	INTERGOVERNMENTAL REVENUE	51,584,701	5,232,436
	R9600	CHARGES FOR SERVICES	55,113,703	3,846,904
	R9800	MISCELLANEOUS REVENUE	31,473,056	6,633,899
	TOTREV	GROSS REVENUE	138,283,183	15,808,666
	NETCOST	NET COUNTY COST (NCC)	12,377,883	54,948,323
113700	0468	HLTH SVCS-CHIP AB75 TOBACCO		
	E2000	Services and Supplies	164	
	E3000	Other Charges		115
	GRSCST	GROSS EXPENDITURES	164	115
	TOTEXP	TOTAL EXPENDITURES	164	115
	NETCOST	NET COUNTY COST (NCC)	164	115
113500	0471	EMERGENCY MEDICAL SVCS		
	E2000	Services and Supplies	2,421,877	922,753

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	GRSCST	GROSS EXPENDITURES	2,421,877	922,753
	TOTEXP	TOTAL EXPENDITURES	2,421,877	922,753
	R9300	FINES/FORFEITS/PENALTIES	2,142,770	950,636
	R9400	USE OF MONEY & PROPERTY	558	31
	TOTREV	GROSS REVENUE	2,143,328	950,667
	NETCOST	NET COUNTY COST (NCC)	278,549	(27,914)
114600	0475	PROP 63 MH SVCS ACCT		
	E5000	Expenditure Transfers	29,888,041	
	TOTEXP	TOTAL EXPENDITURES	29,888,041	
	R9400	USE OF MONEY & PROPERTY	272,122	36,450
	R9500	INTERGOVERNMENTAL REVENUE	29,615,919	9,100,848
	TOTREV	GROSS REVENUE	29,888,041	9,137,299
	NETCOST	NET COUNTY COST (NCC)	0	(9,137,299)
145000	0540	HLTH SVS-HOSPITAL ENTRPSE		
	E1000	Salaries and Benefits	306,665,854	150,920,102
	E2000	Services and Supplies	166,787,538	69,955,746
	E5000	Expenditure Transfers		20
	E6000	Provisions for Contingencies		2,542
	GRSCST	GROSS EXPENDITURES	473,453,392	220,878,391
	TOTEXP	TOTAL EXPENDITURES	473,453,392	220,878,411
	R8110	MEDICARE PATIENT SERVICES	28,115,724	12,067,605
	R8120	MEDI-CAL PATIENT SERVICES	177,910,927	82,121,073
	R8130	HLTH PLAN PATIENT SVCS	123,262,629	54,424,850
	R8140	PRIVATE PAY PATIENT SVCS	6,527,190	2,425,847
	R8160	INTERDEPT PATIENT SVCS	4,333,751	1,810,495
	R8180	OTHER PATIENT SVCS		0
	R8200	OTHER HOSPITAL REVENUES	72,433,812	710,966
	R8270	CHARGES TO GEN FUND UNITS	22,346,490	10,580,552
	R8300	EXTERNAL HEALTH PLAN REVENUE	10,192,440	7,569,364
	R8380	ENTERPRISE FUND SUBSIDY	26,672,488	11,113,535
	R8800	SCHOOLS FUNDS REVENUE	1,657,941	447,074
	TOTREV	GROSS REVENUE	473,453,392	183,271,363
	NETCOST	NET COUNTY COST (NCC)	0	37,607,048
145000	0853	HOSPITAL FIXED ASSETS		
	E3000	Other Charges	10,023,062	4,912,382
	E4000	Fixed Assets	4,840,334	3,696,596
	GRSCST	GROSS EXPENDITURES	14,863,396	8,608,977
	TOTEXP	TOTAL EXPENDITURES	14,863,396	8,608,977
	R8200	OTHER HOSPITAL REVENUES	14,863,396	(5,001,533)
	TOTREV	GROSS REVENUE	14,863,396	(5,001,533)
	NETCOST	NET COUNTY COST (NCC)	0	13,610,510

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
146000	0860	CONTRA COSTA HEALTH PLAN		
	E1000	Salaries and Benefits	18,777,510	8,450,575
	E2000	Services and Supplies	177,360,621	99,208,687
	E3000	Other Charges		47,694,634
	GRSCST	GROSS EXPENDITURES	196,138,131	155,353,897
	TOTEXP	TOTAL EXPENDITURES	196,138,131	155,353,897
	R8300	EXTERNAL HEALTH PLAN REVENUE	196,138,131	100,039,525
	TOTREV	GROSS REVENUE	196,138,131	100,039,525
	NETCOST	NET COUNTY COST (NCC)	0	55,314,372
146100	0861	CCHP-COMMUNITY PLAN		
	E2000	Services and Supplies	109,287,185	76,839,211
	GRSCST	GROSS EXPENDITURES	109,287,185	76,839,211
	TOTEXP	TOTAL EXPENDITURES	109,287,185	76,839,211
	R8200	OTHER HOSPITAL REVENUES	15,797,358	40,514
	R8300	EXTERNAL HEALTH PLAN REVENUE	89,753,539	35,084,724
	R8380	ENTERPRISE FUND SUBSIDY	3,736,288	1,556,785
	TOTREV	GROSS REVENUE	109,287,185	36,682,022
	NETCOST	NET COUNTY COST (NCC)	0	40,157,189
146200	0862	MAJOR RISK MED INS BD PRGM		
	E2000	Services and Supplies	1,233,645	502,384
	GRSCST	GROSS EXPENDITURES	1,233,645	502,384
	TOTEXP	TOTAL EXPENDITURES	1,233,645	502,384
	R8400	MAJOR RISK MED INS REVENUE	1,233,645	262,181
	TOTREV	GROSS REVENUE	1,233,645	262,181
	NETCOST	NET COUNTY COST (NCC)	0	240,203
115300	0292	EMPLMNT & HUMAN SVCS		
	E5000	Expenditure Transfers	57,962,000	
	TOTEXP	TOTAL EXPENDITURES	57,962,000	
	R9500	INTERGOVERNMENTAL REVENUE	57,962,000	
	TOTREV	GROSS REVENUE	57,962,000	
112700	0586	ZERO TOLRNCE-DOM VIOLENCE		
	E1000	Salaries and Benefits	235,090	120,446
	E2000	Services and Supplies	391,305	13,181
	E3000	Other Charges	16,530	306
	GRSCST	GROSS EXPENDITURES	642,925	133,934
	TOTEXP	TOTAL EXPENDITURES	642,925	133,934
	R9400	USE OF MONEY & PROPERTY	750	160
	R9600	CHARGES FOR SERVICES	260,550	132,820
	R9800	MISCELLANEOUS REVENUE	13,700	3,602
	TOTREV	GROSS REVENUE	275,000	136,583
	NETCOST	NET COUNTY COST (NCC)	367,925	(2,649)



			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
112500	0585	DOM VIOLENCE VICTIM ASIST		
	E2000	Services and Supplies	130,438	53,110
	GRSCST	GROSS EXPENDITURES	130,438	53,110
	TOTEXP	TOTAL EXPENDITURES	130,438	53,110
	R9200	LICENSE/PERMIT/FRANCHISES	98,000	69,059
	R9300	FINES/FORFEITS/PENALTIES	22,000	8,160
	TOTREV	GROSS REVENUE	120,000	77,219
	NETCOST	NET COUNTY COST (NCC)	10,438	(24,109)
100300	0581	ZERO TLRNCE DOM VIOL INIT		
	E2000	Services and Supplies	1,818,833	351,887
	E5000	Expenditure Transfers	13,680	3,602
	GRSCST	GROSS EXPENDITURES	1,818,833	351,887
	TOTEXP	TOTAL EXPENDITURES	1,832,513	355,489
	R9500	INTERGOVERNMENTAL REVENUE	504,266	167,978
	TOTREV	GROSS REVENUE	504,266	167,978
	NETCOST	NET COUNTY COST (NCC)	1,328,247	187,511
100300	0501	EHSD ADMINISTRATIVE SVCS		
	E1000	Salaries and Benefits	27,204,973	11,800,862
	E2000	Services and Supplies	20,964,787	6,079,243
	E3000	Other Charges		213,158
	E4000	Fixed Assets	376,790	224,788
	E5000	Expenditure Transfers	(35,676,715)	19,633
	GRSCST	GROSS EXPENDITURES	48,546,550	18,318,051
	TOTEXP	TOTAL EXPENDITURES	12,869,835	18,337,684
	R9500	INTERGOVERNMENTAL REVENUE	11,624,560	8,157,495
	R9600	CHARGES FOR SERVICES	114,275	181
	TOTREV	GROSS REVENUE	11,738,835	8,157,676
	NETCOST	NET COUNTY COST (NCC)	1,131,000	10,180,008
100300	0502	EHSD CHILDREN & FAMILY SVCS		
	E1000	Salaries and Benefits	34,153,877	14,423,337
	E2000	Services and Supplies	15,896,958	7,138,883
	E3000	Other Charges	45,773,725	24,497,910
	E5000	Expenditure Transfers	(2,198,977)	(2,126,386)
	GRSCST	GROSS EXPENDITURES	95,824,560	46,060,130
	TOTEXP	TOTAL EXPENDITURES	93,625,583	43,933,743
	R9200	LICENSE/PERMIT/FRANCHISES	99,000	159,000
	R9400	USE OF MONEY & PROPERTY	24,000	12,000
	R9500	INTERGOVERNMENTAL REVENUE	59,964,054	16,179,786
	R9800	MISCELLANEOUS REVENUE	33,531,626	12,869,669
	TOTREV	GROSS REVENUE	93,618,680	29,220,455
	NETCOST	NET COUNTY COST (NCC)	6,903	14,713,288

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
100300	0503	EHSD AGING & ADULT SVCS		
	E1000	Salaries and Benefits	15,265,431	6,775,332
	E2000	Services and Supplies	18,776,601	6,988,677
	E3000	Other Charges	20,764,941	10,374,966
	E5000	Expenditure Transfers	(5,768,356)	6,538
	GRSCST	GROSS EXPENDITURES	54,806,973	24,138,975
	TOTEXP	TOTAL EXPENDITURES	49,038,617	24,145,513
	R9400	USE OF MONEY & PROPERTY		6,545
	R9500	INTERGOVERNMENTAL REVENUE	35,981,119	25,830,330
	R9600	CHARGES FOR SERVICES	318,583	104,171
	R9800	MISCELLANEOUS REVENUE	2,089,420	841,151
	TOTREV	GROSS REVENUE	38,389,122	26,782,197
	NETCOST	NET COUNTY COST (NCC)	10,649,495	(2,636,684)
100300	0504	EHSD WORKFORCE SVCS		
	E1000	Salaries and Benefits	86,493,546	36,592,645
	E2000	Services and Supplies	13,968,820	7,238,964
	E3000	Other Charges	61,477,693	35,282,184
	E5000	Expenditure Transfers	36,981,626	23,157
	GRSCST	GROSS EXPENDITURES	161,940,059	79,113,793
	TOTEXP	TOTAL EXPENDITURES	198,921,685	79,136,949
	R9400	USE OF MONEY & PROPERTY		65,550
	R9500	INTERGOVERNMENTAL REVENUE	170,099,578	26,451,306
	R9600	CHARGES FOR SERVICES	16,226	8,478
	R9800	MISCELLANEOUS REVENUE	23,764,183	9,430,633
	TOTREV	GROSS REVENUE	193,879,987	35,955,967
	NETCOST	NET COUNTY COST (NCC)	5,041,698	43,180,982
132800	0505	COUNTY CHILDRENS		
	E2000	Services and Supplies	203,483	54,166
	E5000	Expenditure Transfers		6,957
	GRSCST	GROSS EXPENDITURES	203,483	54,166
	TOTEXP	TOTAL EXPENDITURES	203,483	61,123
	R9600	CHARGES FOR SERVICES	185,000	92,711
	TOTREV	GROSS REVENUE	185,000	92,711
	NETCOST	NET COUNTY COST (NCC)	18,483	(31,588)
100300	0506	CAL HLTH BNFT MARKETPLACE		
	E1000	Salaries and Benefits	11,241,300	4,240,299
	E2000	Services and Supplies	1,574,433	563,439
	E3000	Other Charges	50,000	
	E4000	Fixed Assets	105,899	25,384
	E5000	Expenditure Transfers	1,984,234	
	GRSCST	GROSS EXPENDITURES	12,971,632	4,829,122

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	TOTEXP	TOTAL EXPENDITURES	14,955,866	4,829,122
	R9500	INTERGOVERNMENTAL REVENUE	14,904,734	246,277
	TOTREV	GROSS REVENUE	14,904,734	246,277
	NETCOST	NET COUNTY COST (NCC)	51,132	4,582,845
100300	0507	EHS - ANN ADLER CHILD & FMLY		
	E2000	Services and Supplies	45,753	
	GRSCST	GROSS EXPENDITURES	45,753	
	TOTEXP	TOTAL EXPENDITURES	45,753	
	R9800	MISCELLANEOUS REVENUE	45,753	46,667
	TOTREV	GROSS REVENUE	45,753	46,667
	NETCOST	NET COUNTY COST (NCC)	0	(46,667)
115500	0508	IHSS PUBLIC AUTHORITY		
	E1000	Salaries and Benefits	973,830	495,290
	E2000	Services and Supplies	163,473	81,240
	E3000	Other Charges	582,709	256,527
	E4000	Fixed Assets	2,000	
	E5000	Expenditure Transfers	170,000	71,219
	GRSCST	GROSS EXPENDITURES	1,722,012	833,057
	TOTEXP	TOTAL EXPENDITURES	1,892,012	904,276
	R9500	INTERGOVERNMENTAL REVENUE	1,083,923	553,731
	R9800	MISCELLANEOUS REVENUE	846,081	15,910
	TOTREV	GROSS REVENUE	1,930,004	569,641
	NETCOST	NET COUNTY COST (NCC)	(37,992)	334,635
100300	0535	EHS SERVICE INTEGRATION		
	E2000	Services and Supplies	125,000	20,192
	E5000	Expenditure Transfers		(5,339)
	GRSCST	GROSS EXPENDITURES	125,000	20,192
	TOTEXP	TOTAL EXPENDITURES	125,000	14,853
	R9800	MISCELLANEOUS REVENUE	125,000	56,542
	TOTREV	GROSS REVENUE	125,000	56,542
	NETCOST	NET COUNTY COST (NCC)	0	(41,689)
142500	0578	EHSD-COMMUNITY SERVICES		
	E2000	Services and Supplies	1,000	
	E3000	Other Charges	1,000	
	E5000	Expenditure Transfers	72,089	
	GRSCST	GROSS EXPENDITURES	2,000	
	TOTEXP	TOTAL EXPENDITURES	74,089	
	R9800	MISCELLANEOUS REVENUE	74,089	2,478
	TOTREV	GROSS REVENUE	74,089	2,478
	NETCOST	NET COUNTY COST (NCC)	0	(2,478)

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
100300	0583	EHSD WFRC INVESTMENT BRD		
	E1000	Salaries and Benefits	1,551,037	1,101,514
	E2000	Services and Supplies	4,287,079	1,549,299
	E3000	Other Charges		57,928
	E5000	Expenditure Transfers	3,269,084	431
	GRSCST	GROSS EXPENDITURES	5,838,116	2,708,741
	TOTEXP	TOTAL EXPENDITURES	9,107,200	2,709,171
	R9500	INTERGOVERNMENTAL REVENUE	8,585,000	(1,911,708)
	R9800	MISCELLANEOUS REVENUE	515,000	72,370
	TOTREV	GROSS REVENUE	9,100,000	(1,839,338)
	NETCOST	NET COUNTY COST (NCC)	7,200	4,548,509
114800	0584	COMM COLL CHILD DEV-DEPT		
	E1000	Salaries and Benefits	382,625	159,747
	E2000	Services and Supplies	2,787	2,470
	E3000	Other Charges	673	337
	E5000	Expenditure Transfers	1,823,763	712,174
	GRSCST	GROSS EXPENDITURES	386,085	162,554
	TOTEXP	TOTAL EXPENDITURES	2,209,848	874,728
	R9500	INTERGOVERNMENTAL REVENUE	1,193,985	441,291
	R9800	MISCELLANEOUS REVENUE	969,140	379,219
	TOTREV	GROSS REVENUE	2,163,125	820,510
	NETCOST	NET COUNTY COST (NCC)	46,723	54,218
100300	0588	COMMUNITY SERVICES		
	E1000	Salaries and Benefits	19,644,656	6,820,525
	E2000	Services and Supplies	8,798,395	3,656,586
	E3000	Other Charges	55,158	38,984
	E4000	Fixed Assets	140,000	
	E5000	Expenditure Transfers	12,641,402	2,443,769
	GRSCST	GROSS EXPENDITURES	28,638,209	10,516,095
	TOTEXP	TOTAL EXPENDITURES	41,279,611	12,959,864
	R9400	USE OF MONEY & PROPERTY	109,966	56,726
	R9500	INTERGOVERNMENTAL REVENUE	29,175,706	7,060,516
	R9800	MISCELLANEOUS REVENUE	11,818,351	6,414,749
	TOTREV	GROSS REVENUE	41,104,023	13,531,991
	NETCOST	NET COUNTY COST (NCC)	175,588	(572,127)
111600	0589	CHILD DEV-DEPT		
	E1000	Salaries and Benefits	9,239,192	3,116,276
	E2000	Services and Supplies	2,549,033	1,223,955
	E3000	Other Charges	2,790,326	1,856,232
	E4000	Fixed Assets	150,000	
	E5000	Expenditure Transfers	7,592,813	2,313,939
	GRSCST	GROSS EXPENDITURES	14,728,551	6,196,463

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	TOTEXP	TOTAL EXPENDITURES	22,321,364	8,510,402
	R9400	USE OF MONEY & PROPERTY		(46)
	R9500	INTERGOVERNMENTAL REVENUE	13,163,651	7,736,601
	R9800	MISCELLANEOUS REVENUE	8,974,538	1,879,139
	TOTREV	GROSS REVENUE	22,138,189	9,615,695
	NETCOST	NET COUNTY COST (NCC)	183,175	(1,105,293)
100300	0202	TRIAL COURT PROGRAMS		
	E1000	Salaries and Benefits	37,231	43,685
	E2000	Services and Supplies	2,161,939	270,384
	E3000	Other Charges	15,460,943	7,651,139
	E5000	Expenditure Transfers	16,000	9,226
	GRSCST	GROSS EXPENDITURES	17,660,113	7,965,209
	TOTEXP	TOTAL EXPENDITURES	17,676,113	7,974,435
	R9200	LICENSE/PERMIT/FRANCHISES	22,400	14,845
	R9300	FINES/FORFEITS/PENALTIES	2,428,762	1,478,801
	R9500	INTERGOVERNMENTAL REVENUE	60,000	15,952
	R9600	CHARGES FOR SERVICES	4,545,444	1,943,787
	R9800	MISCELLANEOUS REVENUE		762
	TOTREV	GROSS REVENUE	7,056,606	3,454,148
	NETCOST	NET COUNTY COST (NCC)	10,619,507	4,520,287
100300	0238	CIVIL GRAND JURY		
	E2000	Services and Supplies	145,493	76,532
	GRSCST	GROSS EXPENDITURES	145,493	76,532
	TOTEXP	TOTAL EXPENDITURES	145,493	76,532
	NETCOST	NET COUNTY COST (NCC)	145,493	76,532
100300	0239	CRIMINAL GRAND JURY		
	E2000	Services and Supplies	85,000	15,228
	GRSCST	GROSS EXPENDITURES	85,000	15,228
	TOTEXP	TOTAL EXPENDITURES	85,000	15,228
	NETCOST	NET COUNTY COST (NCC)	85,000	15,228
112600	0246	DISPUTE RESOLUTION PROGRAM		
	E2000	Services and Supplies	592,273	90,736
	E3000	Other Charges	15,000	3,028
	GRSCST	GROSS EXPENDITURES	607,273	93,764
	TOTEXP	TOTAL EXPENDITURES	607,273	93,764
	R9600	CHARGES FOR SERVICES	250,000	94,689
	TOTREV	GROSS REVENUE	250,000	94,689
	NETCOST	NET COUNTY COST (NCC)	357,273	(925)
100300	0248	CONFLICT DEFENSE SERVICES		
	E2000	Services and Supplies	5,400,000	1,826,277

			Current Year	
Fund			Adjusted Budget	Total Year-to-Date
	GRSCST	GROSS EXPENDITURES	5,400,000	1,826,277
	TOTEXP	TOTAL EXPENDITURES	5,400,000	1,826,277
	NETCOST	NET COUNTY COST (NCC)	5,400,000	1,826,277
114000	0260	AUTOMATED ID & WARRANT		
	E2000	Services and Supplies	2,034,854	399
	E3000	Other Charges	261,080	66,274
	E4000	Fixed Assets	250,000	
	GRSCST	GROSS EXPENDITURES	2,545,934	66,672
	TOTEXP	TOTAL EXPENDITURES	2,545,934	66,672
	R9300	FINES/FORFEITS/PENALTIES	425,000	145,598
	R9600	CHARGES FOR SERVICES	225,000	555,048
	R9800	MISCELLANEOUS REVENUE	22,481	
	TOTREV	GROSS REVENUE	672,481	700,646
	NETCOST	NET COUNTY COST (NCC)	1,873,453	(633,974)
114300	0264	SLESF-FRONT LINE ENF-CITY		
	E3000	Other Charges	2,041,631	702,703
	E5000	Expenditure Transfers	4,921	
	GRSCST	GROSS EXPENDITURES	2,041,631	702,703
	TOTEXP	TOTAL EXPENDITURES	2,046,552	702,703
	R9500	INTERGOVERNMENTAL REVENUE	2,041,631	
	R9800	MISCELLANEOUS REVENUE		741,740
	TOTREV	GROSS REVENUE	2,041,631	741,740
	NETCOST	NET COUNTY COST (NCC)	4,921	(39,037)
100300	0265	VEHICLE THEFT PROGRAM		
	E2000	Services and Supplies	1,636,750	167,176
	GRSCST	GROSS EXPENDITURES	1,636,750	167,176
	TOTEXP	TOTAL EXPENDITURES	1,636,750	167,176
	R9500	INTERGOVERNMENTAL REVENUE	905,623	484,866
	TOTREV	GROSS REVENUE	905,623	484,866
	NETCOST	NET COUNTY COST (NCC)	731,127	(317,690)
115600	0275	DNA IDENTIFICATION FUND		
	E2000	Services and Supplies	295,068	
	E5000	Expenditure Transfers	270,000	78,152
	GRSCST	GROSS EXPENDITURES	295,068	
	TOTEXP	TOTAL EXPENDITURES	565,068	78,152
	R9300	FINES/FORFEITS/PENALTIES	270,000	131,051
	TOTREV	GROSS REVENUE	270,000	131,051
	NETCOST	NET COUNTY COST (NCC)	295,068	(52,899)
115300	0287	LOCAL COMMUNITY CORRECTNS		
	E5000	Expenditure Transfers	4,572,950	

Fund			Current Year	Total
			Adjusted Budget	Year-to-Date
	TOTEXP	TOTAL EXPENDITURES	4,572,950	
	R9500	INTERGOVERNMENTAL REVENUE	4,572,950	
	TOTREV	GROSS REVENUE	4,572,950	
100300	0325	JUSTICE SYSTEM PROGRAMS		
	E2000	Services and Supplies		140
	GRSCST	GROSS EXPENDITURES		140
	TOTEXP	TOTAL EXPENDITURES		140
	NETCOST	NET COUNTY COST (NCC)	0	140
100300	0043	ELECTIONS		
	E1000	Salaries and Benefits	3,854,669	1,612,569
	E2000	Services and Supplies	5,382,183	697,831
	E4000	Fixed Assets	1,121,263	0
	E5000	Expenditure Transfers	8,448	1,085
	GRSCST	GROSS EXPENDITURES	10,358,115	2,310,401
	TOTEXP	TOTAL EXPENDITURES	10,366,563	2,311,486
	R9600	CHARGES FOR SERVICES	1,691,076	90,392
	R9800	MISCELLANEOUS REVENUE	15,000	1,830
	TOTREV	GROSS REVENUE	1,706,076	92,222
	NETCOST	NET COUNTY COST (NCC)	8,660,487	2,219,264
110100	0237	CLERK RECORDS AUTOMATION		
	E2000	Services and Supplies	36	
	E3000	Other Charges	42	
	GRSCST	GROSS EXPENDITURES	78	
	TOTEXP	TOTAL EXPENDITURES	78	
	NETCOST	NET COUNTY COST (NCC)	78	0
110000	0353	RECORDER MICRO/MOD		
	E1000	Salaries and Benefits	1,130,030	439,758
	E2000	Services and Supplies	10,088,862	1,033,527
	E3000	Other Charges	507,108	170,809
	E4000	Fixed Assets	250,000	
	GRSCST	GROSS EXPENDITURES	11,976,000	1,644,094
	TOTEXP	TOTAL EXPENDITURES	11,976,000	1,644,094
	R9600	CHARGES FOR SERVICES	2,294,000	956,677
	TOTREV	GROSS REVENUE	2,294,000	956,677
	NETCOST	NET COUNTY COST (NCC)	9,682,000	687,417
100300	0355	RECORDER		
	E1000	Salaries and Benefits	3,208,728	1,371,268
	E2000	Services and Supplies	563,948	238,272
	E3000	Other Charges	1,200	
	E5000	Expenditure Transfers	(8,497)	(3,949)



Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	GRSCST	GROSS EXPENDITURES	3,773,876	1,609,539
	TOTEXP	TOTAL EXPENDITURES	3,765,379	1,605,591
	R9600	CHARGES FOR SERVICES	6,904,633	2,843,702
	R9800	MISCELLANEOUS REVENUE	27,137	14,169
	TOTREV	GROSS REVENUE	6,931,770	2,857,871
	NETCOST	NET COUNTY COST (NCC)	(3,166,391)	(1,252,280)
105600 0126	CO LAW ENF COMPTR CAP-PRJ			
	E3000	Other Charges	1,000	20
	E5000	Expenditure Transfers	316,088	
	GRSCST	GROSS EXPENDITURES	1,000	20
	TOTEXP	TOTAL EXPENDITURES	317,088	20
	R9400	USE OF MONEY & PROPERTY	2,000	537
	TOTREV	GROSS REVENUE	2,000	537
	NETCOST	NET COUNTY COST (NCC)	315,088	(517)
105600 0129	CO LAW ENF COMM CAP-PROJ			
	E2000	Services and Supplies	(1,371,230)	59,336
	E3000	Other Charges	20,000	
	E5000	Expenditure Transfers	3,189,500	
	GRSCST	GROSS EXPENDITURES	(1,351,230)	59,336
	TOTEXP	TOTAL EXPENDITURES	1,838,270	59,336
	R9600	CHARGES FOR SERVICES	205,000	2,498
	R9800	MISCELLANEOUS REVENUE	150,000	
	TOTREV	GROSS REVENUE	355,000	2,498
	NETCOST	NET COUNTY COST (NCC)	1,483,270	56,838
105600 0131	CO LAW ENF HLCPTR CAP PRJ			
	E2000	Services and Supplies	243,086	
	E5000	Expenditure Transfers	300,000	
	GRSCST	GROSS EXPENDITURES	243,086	
	TOTEXP	TOTAL EXPENDITURES	543,086	
	R9800	MISCELLANEOUS REVENUE	100,000	22,855
	TOTREV	GROSS REVENUE	100,000	22,855
	NETCOST	NET COUNTY COST (NCC)	443,086	(22,855)
114200 0252	SHER FORFEIT-FED-DOJ			
	E3000	Other Charges	176,591	1
	E5000	Expenditure Transfers	362,766	
	GRSCST	GROSS EXPENDITURES	176,591	1
	TOTEXP	TOTAL EXPENDITURES	539,357	1
	R9400	USE OF MONEY & PROPERTY	2,000	322
	R9800	MISCELLANEOUS REVENUE	100,000	10,930
	TOTREV	GROSS REVENUE	102,000	11,251
	NETCOST	NET COUNTY COST (NCC)	437,357	(11,250)

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
114100	0253	SHER NARC FRFEIT-ST/LOCAL		
	E2000	Services and Supplies	63,948	0
	E3000	Other Charges	810	155
	E5000	Expenditure Transfers	216,840	
	GRSCST	GROSS EXPENDITURES	64,758	155
	TOTEXP	TOTAL EXPENDITURES	281,598	155
	R9400	USE OF MONEY & PROPERTY	1,000	
	R9800	MISCELLANEOUS REVENUE	75,000	30,800
	TOTREV	GROSS REVENUE	76,000	30,800
	NETCOST	NET COUNTY COST (NCC)	205,598	(30,645)
100300	0255	SHERIFF		
	E1000	Salaries and Benefits	76,340,774	35,458,322
	E2000	Services and Supplies	10,469,582	4,378,641
	E3000	Other Charges	261,200	180,438
	E4000	Fixed Assets	3,451,959	84,084
	E5000	Expenditure Transfers	1,012,005	483,996
	E6000	Provisions for Contingencies		450
	GRSCST	GROSS EXPENDITURES	90,523,515	40,101,935
	TOTEXP	TOTAL EXPENDITURES	91,535,520	40,585,930
	R9200	LICENSE/PERMIT/FRANCHISES	31,500	26,668
	R9300	FINES/FORFEITS/PENALTIES	150,000	70,393
	R9500	INTERGOVERNMENTAL REVENUE	35,845,992	8,136,735
	R9600	CHARGES FOR SERVICES	9,809,890	4,634,992
	R9800	MISCELLANEOUS REVENUE	12,147,126	650,697
	TOTREV	GROSS REVENUE	57,984,508	13,519,486
	NETCOST	NET COUNTY COST (NCC)	33,551,012	27,066,444
110400	0256	CRIMINALISTIC LAB FUND		
	E2000	Services and Supplies	42,371	
	E3000	Other Charges	500	1
	E4000	Fixed Assets	50,000	
	E5000	Expenditure Transfers	27,000	
	GRSCST	GROSS EXPENDITURES	92,871	1
	TOTEXP	TOTAL EXPENDITURES	119,871	1
	R9300	FINES/FORFEITS/PENALTIES	17,000	1,889
	R9400	USE OF MONEY & PROPERTY	500	119
	TOTREV	GROSS REVENUE	17,500	2,008
	NETCOST	NET COUNTY COST (NCC)	102,371	(2,007)
142000	0258	SHERIFF LAW ENF TRNG CNTR		
	E1000	Salaries and Benefits	1,039,921	590,753
	E2000	Services and Supplies	271,785	105,432
	E3000	Other Charges	124,330	56,872

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	E5000	Expenditure Transfers	44,558	4,840
	GRSCST	GROSS EXPENDITURES	1,436,036	753,056
	TOTEXP	TOTAL EXPENDITURES	1,480,594	757,896
	R9500	INTERGOVERNMENTAL REVENUE	180,000	49,987
	R9600	CHARGES FOR SERVICES	771,308	441,536
	R9800	MISCELLANEOUS REVENUE	530,546	(11,750)
	TOTREV	GROSS REVENUE	1,481,854	479,772
	NETCOST	NET COUNTY COST (NCC)	(1,260)	278,124
114300	0262	SLESF-JAIL CONSTR & OPS		
	E5000	Expenditure Transfers	222,259	
	TOTEXP	TOTAL EXPENDITURES	222,259	
	R9500	INTERGOVERNMENTAL REVENUE	250,000	
	R9800	MISCELLANEOUS REVENUE		91,459
	TOTREV	GROSS REVENUE	250,000	91,459
	NETCOST	NET COUNTY COST (NCC)	(27,741)	(91,459)
114300	0263	SLESF-FRONT LINE ENF-CO		
	E5000	Expenditure Transfers	140,724	
	TOTEXP	TOTAL EXPENDITURES	140,724	
	R9500	INTERGOVERNMENTAL REVENUE	167,736	
	R9800	MISCELLANEOUS REVENUE		51,409
	TOTREV	GROSS REVENUE	167,736	51,409
	NETCOST	NET COUNTY COST (NCC)	(27,012)	(51,409)
114500	0268	SHER FORFEIT-FED TREASURY		
	E3000	Other Charges	200	1
	E5000	Expenditure Transfers	199,209	
	GRSCST	GROSS EXPENDITURES	200	1
	TOTEXP	TOTAL EXPENDITURES	199,409	1
	R9400	USE OF MONEY & PROPERTY	700	125
	R9800	MISCELLANEOUS REVENUE	5,000	
	TOTREV	GROSS REVENUE	5,700	125
	NETCOST	NET COUNTY COST (NCC)	193,709	(124)
136000	0270	CENTRAL IDENTIFY BUREAU		
	E3000	Other Charges	1,000	40
	E5000	Expenditure Transfers	1,364,765	
	GRSCST	GROSS EXPENDITURES	1,000	40
	TOTEXP	TOTAL EXPENDITURES	1,365,765	40
	R9400	USE OF MONEY & PROPERTY	20,000	2,616
	R9500	INTERGOVERNMENTAL REVENUE	850,000	962,867
	R9800	MISCELLANEOUS REVENUE	200,000	177,674
	TOTREV	GROSS REVENUE	1,070,000	1,143,157
	NETCOST	NET COUNTY COST (NCC)	295,765	(1,143,117)

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
133400	0271	CO-WIDE GANG AND DRUG		
	E2000	Services and Supplies	556,369	
	E3000	Other Charges	1,000	40
	E5000	Expenditure Transfers	800,000	
	GRSCST	GROSS EXPENDITURES	557,369	40
	TOTEXP	TOTAL EXPENDITURES	1,357,369	40
	R9400	USE OF MONEY & PROPERTY	2,000	331
	R9500	INTERGOVERNMENTAL REVENUE	100,000	29,003
	TOTREV	GROSS REVENUE	102,000	29,334
	NETCOST	NET COUNTY COST (NCC)	1,255,369	(29,294)
114700	0273	PRISONERS WELFARE		
	E1000	Salaries and Benefits	718,193	280,354
	E2000	Services and Supplies	2,201,662	341,208
	E3000	Other Charges	4,834	4,267
	E4000	Fixed Assets	7,000	
	E5000	Expenditure Transfers	538	(190)
	GRSCST	GROSS EXPENDITURES	2,931,689	625,828
	TOTEXP	TOTAL EXPENDITURES	2,932,227	625,639
	R9400	USE OF MONEY & PROPERTY	1,400	292
	R9600	CHARGES FOR SERVICES	51,700	22,614
	R9800	MISCELLANEOUS REVENUE	1,548,080	541,395
	TOTREV	GROSS REVENUE	1,601,180	564,300
	NETCOST	NET COUNTY COST (NCC)	1,331,047	61,339
136000	0274	AB 879		
	E5000	Expenditure Transfers	2,500,000	
	TOTEXP	TOTAL EXPENDITURES	2,500,000	
	R9400	USE OF MONEY & PROPERTY	2,000	
	R9500	INTERGOVERNMENTAL REVENUE	950,000	484,816
	TOTREV	GROSS REVENUE	952,000	484,816
	NETCOST	NET COUNTY COST (NCC)	1,548,000	(484,816)
100300	0277	SHERIFF CONTRACT SVCS		
	E1000	Salaries and Benefits	38,172,475	17,576,752
	E2000	Services and Supplies	373,559	196,575
	E3000	Other Charges	5,000	4,126
	E5000	Expenditure Transfers	(337,338)	(197,442)
	GRSCST	GROSS EXPENDITURES	38,551,034	17,777,453
	TOTEXP	TOTAL EXPENDITURES	38,213,696	17,580,012
	R9300	FINES/FORFEITS/PENALTIES		50
	R9600	CHARGES FOR SERVICES	24,639,578	7,434,614
	R9800	MISCELLANEOUS REVENUE	13,574,118	4,586,381
	TOTREV	GROSS REVENUE	38,213,696	12,021,045

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
NETCOST	NET COUNTY COST (NCC)		0	5,558,967
115300	0288	TRIAL COURT SECURITY		
	E5000	Expenditure Transfers	13,604,671	
	TOTEXP	TOTAL EXPENDITURES	13,604,671	
	R9500	INTERGOVERNMENTAL REVENUE	13,604,671	
	TOTREV	GROSS REVENUE	13,604,671	
115300	0293	SUPPLMNTL LAW ENFMNT SVCS		
	E5000	Expenditure Transfers	6,147,920	
	TOTEXP	TOTAL EXPENDITURES	6,147,920	
	R9500	INTERGOVERNMENTAL REVENUE	6,147,920	
	TOTREV	GROSS REVENUE	6,147,920	
100300	0300	CUSTODY SERVICES BUREAU		
	E1000	Salaries and Benefits	58,464,904	27,925,278
	E2000	Services and Supplies	6,695,217	3,086,635
	E3000	Other Charges	12,000	9,388
	E4000	Fixed Assets	1,682,122	651,613
	E5000	Expenditure Transfers	299,771	2,054
	GRSCST	GROSS EXPENDITURES	66,854,243	31,672,915
	TOTEXP	TOTAL EXPENDITURES	67,154,014	31,674,969
	R9500	INTERGOVERNMENTAL REVENUE	28,460,873	8,343,672
	R9600	CHARGES FOR SERVICES	2,091,723	989,193
	R9800	MISCELLANEOUS REVENUE	8,312,541	1,325,357
	TOTREV	GROSS REVENUE	38,865,137	10,658,222
	NETCOST	NET COUNTY COST (NCC)	28,288,877	21,016,747
100300	0359	CORONER		
	E1000	Salaries and Benefits	1,906,642	910,385
	E2000	Services and Supplies	774,059	334,464
	E5000	Expenditure Transfers	34,706	7,713
	GRSCST	GROSS EXPENDITURES	2,680,701	1,244,849
	TOTEXP	TOTAL EXPENDITURES	2,715,407	1,252,562
	R9600	CHARGES FOR SERVICES	155,000	70,607
	R9800	MISCELLANEOUS REVENUE	30,000	11,760
	TOTREV	GROSS REVENUE	185,000	82,367
	NETCOST	NET COUNTY COST (NCC)	2,530,407	1,170,195
100300	0362	EMERGENCY SERVICES		
	E1000	Salaries and Benefits	4,588,303	2,069,425
	E2000	Services and Supplies	2,898,903	764,024
	E3000	Other Charges	2,500	481
	E4000	Fixed Assets	3,255,074	13,105
	E5000	Expenditure Transfers	(945,757)	68,784

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
	GRSCST	GROSS EXPENDITURES	10,744,780	2,847,035
	TOTEXP	TOTAL EXPENDITURES	9,799,023	2,915,819
	R9500	INTERGOVERNMENTAL REVENUE	3,778,382	(2,755,683)
	R9600	CHARGES FOR SERVICES	1,320,595	198,842
	R9800	MISCELLANEOUS REVENUE	31,500	62,709
	TOTREV	GROSS REVENUE	5,130,477	(2,494,132)
	NETCOST	NET COUNTY COST (NCC)	4,668,546	5,409,951
113900	0368	TRAFFIC SAFETY		
	E2000	Services and Supplies	201,744	171
	E3000	Other Charges	300	1
	E5000	Expenditure Transfers	174,500	
	GRSCST	GROSS EXPENDITURES	202,044	172
	TOTEXP	TOTAL EXPENDITURES	376,544	172
	R9300	FINES/FORFEITS/PENALTIES	15,800	5,073
	R9400	USE OF MONEY & PROPERTY	1,600	125
	R9600	CHARGES FOR SERVICES	8,200	2,808
	TOTREV	GROSS REVENUE	25,600	8,007
	NETCOST	NET COUNTY COST (NCC)	350,944	(7,835)
100300	0308	PROBATION PROGRAMS		
	E1000	Salaries and Benefits	29,251,570	13,317,854
	E2000	Services and Supplies	3,691,377	1,173,335
	E3000	Other Charges	17,500	34,747
	E4000	Fixed Assets	157,969	88,600
	E5000	Expenditure Transfers	(1,911,520)	35,584
	GRSCST	GROSS EXPENDITURES	33,118,416	14,614,536
	TOTEXP	TOTAL EXPENDITURES	31,206,896	14,650,120
	R9500	INTERGOVERNMENTAL REVENUE	9,746,840	1,129,409
	R9600	CHARGES FOR SERVICES	1,002,941	453,407
	R9800	MISCELLANEOUS REVENUE	5,142,993	670,841
	TOTREV	GROSS REVENUE	15,892,774	2,253,657
	NETCOST	NET COUNTY COST (NCC)	15,314,122	12,396,463
100300	0309	PROBATION FACILITIES		
	E1000	Salaries and Benefits	23,417,233	11,569,467
	E2000	Services and Supplies	2,650,995	1,248,125
	E3000	Other Charges	10,200	145
	E5000	Expenditure Transfers	185,645	15,431
	GRSCST	GROSS EXPENDITURES	26,078,428	12,817,737
	TOTEXP	TOTAL EXPENDITURES	26,264,073	12,833,168
	R9500	INTERGOVERNMENTAL REVENUE	6,981,438	2,706,447
	R9600	CHARGES FOR SERVICES	2,800	1,583
	R9800	MISCELLANEOUS REVENUE	2,660,013	20,797
	TOTREV	GROSS REVENUE	9,644,251	2,728,827

Fund		Current Year Adjusted Budget	Total Year-to-Date
NETCOST	NET COUNTY COST (NCC)	16,619,822	10,104,341
100300 0310	PROB CARE OF COURT WARDS		
E2000	Services and Supplies	1,846,970	878
E3000	Other Charges	7,016,800	3,072,662
GRSCST	GROSS EXPENDITURES	8,863,770	3,073,540
TOTEXP	TOTAL EXPENDITURES	8,863,770	3,073,540
R9500	INTERGOVERNMENTAL REVENUE	1,609,897	921,651
R9800	MISCELLANEOUS REVENUE	2,191,556	1,037,983
TOTREV	GROSS REVENUE	3,801,453	1,959,634
NETCOST	NET COUNTY COST (NCC)	5,062,317	1,113,906
100300 0311	SLESF-PROBATION		
E5000	Expenditure Transfers	3,805,359	
TOTEXP	TOTAL EXPENDITURES	3,805,359	
R9800	MISCELLANEOUS REVENUE	3,007,511	887,951
TOTREV	GROSS REVENUE	3,007,511	887,951
NETCOST	NET COUNTY COST (NCC)	797,848	(887,951)
114900 0313	PROBATION OFFICERS SPECIAL FUND		
E2000	Services and Supplies	256,937	13,979
E3000	Other Charges	7,000	2,000
E5000	Expenditure Transfers	20,000	15
GRSCST	GROSS EXPENDITURES	263,937	15,979
TOTEXP	TOTAL EXPENDITURES	283,937	15,994
R9800	MISCELLANEOUS REVENUE	51,000	30,321
TOTREV	GROSS REVENUE	51,000	30,321
NETCOST	NET COUNTY COST (NCC)	232,937	(14,327)
115700 0477	CCPIF		
E5000	Expenditure Transfers	3,298,328	
TOTEXP	TOTAL EXPENDITURES	3,298,328	
R9500	INTERGOVERNMENTAL REVENUE	1,620,397	1,362,416
TOTREV	GROSS REVENUE	1,620,397	1,362,416
NETCOST	NET COUNTY COST (NCC)	1,677,931	(1,362,416)
100300 0335	AGRICULTURE-WEIGHTS/MEAS		
E1000	Salaries and Benefits	4,484,877	2,042,087
E2000	Services and Supplies	734,098	309,730
E4000	Fixed Assets	17,188	17,258
E5000	Expenditure Transfers	422,066	119,252
GRSCST	GROSS EXPENDITURES	5,236,163	2,369,075
TOTEXP	TOTAL EXPENDITURES	5,658,229	2,488,328
R9300	FINES/FORFEITS/PENALTIES	52,000	32,527
R9500	INTERGOVERNMENTAL REVENUE	2,748,836	892,016



			Current Year	
Fund			Adjusted Budget	Total Year-to-Date
	R9600	CHARGES FOR SERVICES	941,560	27,283
	R9800	MISCELLANEOUS REVENUE	27,000	19,733
	TOTREV	GROSS REVENUE	3,769,396	971,558
	NETCOST	NET COUNTY COST (NCC)	1,888,833	1,516,770
100300	0366	ANIMAL SERVICES		
	E1000	Salaries and Benefits	8,169,545	3,571,359
	E2000	Services and Supplies	2,340,049	1,316,314
	E3000	Other Charges		9,025
	E4000	Fixed Assets	17,000	18,445
	E5000	Expenditure Transfers	372,666	91,287
	GRSCST	GROSS EXPENDITURES	10,526,594	4,915,143
	TOTEXP	TOTAL EXPENDITURES	10,899,260	5,006,430
	R9200	LICENSE/PERMIT/FRANCHISES	2,013,680	694,801
	R9600	CHARGES FOR SERVICES	5,477,078	2,759,082
	R9800	MISCELLANEOUS REVENUE	30,625	78,254
	TOTREV	GROSS REVENUE	7,521,383	3,532,137
	NETCOST	NET COUNTY COST (NCC)	3,377,877	1,474,293
133200	0369	ANIMAL BENEFIT		
	E2000	Services and Supplies	1,036,590	
	E5000	Expenditure Transfers		58,216
	GRSCST	GROSS EXPENDITURES	1,036,590	
	TOTEXP	TOTAL EXPENDITURES	1,036,590	58,216
	R9400	USE OF MONEY & PROPERTY		332
	R9800	MISCELLANEOUS REVENUE	469,950	97,598
	TOTREV	GROSS REVENUE	469,950	97,930
	NETCOST	NET COUNTY COST (NCC)	566,640	(39,714)
112000	0280	CONSERVATION & DEVELOPMENT		
	E1000	Salaries and Benefits	19,902,399	8,661,998
	E2000	Services and Supplies	10,119,069	1,143,858
	E3000	Other Charges	1,709,612	923,490
	E4000	Fixed Assets	267,500	152,335
	E5000	Expenditure Transfers	(5,028,685)	35,019
	GRSCST	GROSS EXPENDITURES	31,998,580	10,881,681
	TOTEXP	TOTAL EXPENDITURES	26,969,895	10,916,700
	R9200	LICENSE/PERMIT/FRANCHISES	11,326,627	5,123,765
	R9400	USE OF MONEY & PROPERTY	52,586	6,681
	R9500	INTERGOVERNMENTAL REVENUE	50,000	
	R9600	CHARGES FOR SERVICES	9,238,365	2,436,504
	R9800	MISCELLANEOUS REVENUE	5,547,521	1,803,015
	TOTREV	GROSS REVENUE	26,215,099	9,369,965
	NETCOST	NET COUNTY COST (NCC)	754,796	1,546,735

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
112000	0285	ENERGY UPGRADE CA		
	E1000	Salaries and Benefits		131
	E2000	Services and Supplies	50,000	505
	GRSCST	GROSS EXPENDITURES	50,000	636
	TOTEXP	TOTAL EXPENDITURES	50,000	636
	R9600	CHARGES FOR SERVICES	50,000	
	TOTREV	GROSS REVENUE	50,000	
	NETCOST	NET COUNTY COST (NCC)	0	636
112000	0114	PLANT ACQ CONSERV & DEV		
	E4000	Fixed Assets	335,061	156,069
	GRSCST	GROSS EXPENDITURES	335,061	156,069
	TOTEXP	TOTAL EXPENDITURES	335,061	156,069
	NETCOST	NET COUNTY COST (NCC)	335,061	156,069
100300	0115	ARRA EECBG PROJECTS		
	E2000	Services and Supplies		609
	E3000	Other Charges		6,367
	GRSCST	GROSS EXPENDITURES		6,976
	TOTEXP	TOTAL EXPENDITURES		6,976
	R9500	INTERGOVERNMENTAL REVENUE		26,942
	TOTREV	GROSS REVENUE		26,942
	NETCOST	NET COUNTY COST (NCC)	0	(19,966)
115900	0479	L/M HSG ASSET FD-LMIHAF		
	E2000	Services and Supplies		1,666
	E3000	Other Charges		14,588
	GRSCST	GROSS EXPENDITURES		16,254
	TOTEXP	TOTAL EXPENDITURES		16,254
	R9400	USE OF MONEY & PROPERTY		19,795
	R9800	MISCELLANEOUS REVENUE		613
	TOTREV	GROSS REVENUE		20,408
	NETCOST	NET COUNTY COST (NCC)	0	(4,154)
100300	0580	KELLER CNYN MTIGATN FUND		
	E1000	Salaries and Benefits	100,000	47,087
	E2000	Services and Supplies	1,321,561	223,585
	E3000	Other Charges	156,000	30,629
	E5000	Expenditure Transfers	40,000	24,462
	GRSCST	GROSS EXPENDITURES	1,577,561	301,302
	TOTEXP	TOTAL EXPENDITURES	1,617,561	325,763
	R9600	CHARGES FOR SERVICES	1,200,000	577,415
	TOTREV	GROSS REVENUE	1,200,000	577,415
	NETCOST	NET COUNTY COST (NCC)	417,561	(251,652)

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
100300	0591	NPP		
	E1000	Salaries and Benefits	314,904	106,724
	E2000	Services and Supplies	25,689	21,681
	E5000	Expenditure Transfers	45,000	12,260
	GRSCST	GROSS EXPENDITURES	340,593	128,405
	TOTEXP	TOTAL EXPENDITURES	385,593	140,665
	R9200	LICENSE/PERMIT/FRANCHISES	5,000	1,349
	R9600	CHARGES FOR SERVICES	180,087	
	R9800	MISCELLANEOUS REVENUE	200,000	108,836
	TOTREV	GROSS REVENUE	385,087	110,185
	NETCOST	NET COUNTY COST (NCC)	506	30,480
100300	0590	HOPWA GRANT		
	E2000	Services and Supplies	1,484,601	278,557
	E5000	Expenditure Transfers	57,000	14,786
	GRSCST	GROSS EXPENDITURES	1,484,601	278,557
	TOTEXP	TOTAL EXPENDITURES	1,541,601	293,343
	R9500	INTERGOVERNMENTAL REVENUE	1,290,500	(27,592)
	TOTREV	GROSS REVENUE	1,290,500	(27,592)
	NETCOST	NET COUNTY COST (NCC)	251,101	320,935
100300	0592	HUD BLOCK GRANT		
	E2000	Services and Supplies	2,516,589	405,117
	E3000	Other Charges	130,000	5,607
	E5000	Expenditure Transfers	655,000	333,714
	GRSCST	GROSS EXPENDITURES	2,646,589	410,724
	TOTEXP	TOTAL EXPENDITURES	3,301,589	744,438
	R9500	INTERGOVERNMENTAL REVENUE	3,301,589	553,721
	TOTREV	GROSS REVENUE	3,301,589	553,721
	NETCOST	NET COUNTY COST (NCC)	0	190,717
100300	0593	HUD EMERGENCY SOLUTIONS GRT		
	E2000	Services and Supplies	378,000	49,369
	E5000	Expenditure Transfers	22,000	9,137
	GRSCST	GROSS EXPENDITURES	378,000	49,369
	TOTEXP	TOTAL EXPENDITURES	400,000	58,506
	R9500	INTERGOVERNMENTAL REVENUE	400,000	0
	TOTREV	GROSS REVENUE	400,000	0
	NETCOST	NET COUNTY COST (NCC)	0	58,506
100300	0594	HUD HOME BLOCK GRANT		
	E2000	Services and Supplies	8,179,864	1,110,121
	E3000	Other Charges	3,000	2,106
	E5000	Expenditure Transfers	332,000	114,778
	GRSCST	GROSS EXPENDITURES	8,182,864	1,112,227

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	TOTEXP	TOTAL EXPENDITURES	8,514,864	1,227,005
	R9500	INTERGOVERNMENTAL REVENUE	8,514,864	1,135,067
	TOTREV	GROSS REVENUE	8,514,864	1,135,067
	NETCOST	NET COUNTY COST (NCC)	0	91,938
111900	0351	USED OIL RECYCLING GRANT		
	E2000	Services and Supplies	60,000	
	E5000	Expenditure Transfers	20,000	9,302
	GRSCST	GROSS EXPENDITURES	60,000	
	TOTEXP	TOTAL EXPENDITURES	80,000	9,302
	R9500	INTERGOVERNMENTAL REVENUE	80,000	71,718
	TOTREV	GROSS REVENUE	80,000	71,718
	NETCOST	NET COUNTY COST (NCC)	0	(62,416)
110200	0367	GAME PROTECTION		
	E2000	Services and Supplies	223,170	10,851
	E3000	Other Charges	200	318
	E5000	Expenditure Transfers	3,000	3,000
	GRSCST	GROSS EXPENDITURES	223,370	11,169
	TOTEXP	TOTAL EXPENDITURES	226,370	14,169
	R9300	FINES/FORFEITS/PENALTIES	30,000	28,356
	TOTREV	GROSS REVENUE	30,000	28,356
	NETCOST	NET COUNTY COST (NCC)	196,370	(14,187)
133700	0370	LIVABLE COMMUNITIES		
	E2000	Services and Supplies	670,320	
	E3000	Other Charges		250,000
	GRSCST	GROSS EXPENDITURES	670,320	250,000
	TOTEXP	TOTAL EXPENDITURES	670,320	250,000
	R9400	USE OF MONEY & PROPERTY		3,600
	R9600	CHARGES FOR SERVICES		432,000
	TOTREV	GROSS REVENUE		435,600
	NETCOST	NET COUNTY COST (NCC)	670,320	(185,600)
111800	0380	HUD NSP		
	E2000	Services and Supplies	2,286,600	565,907
	E3000	Other Charges	736,504	80,439
	E5000	Expenditure Transfers	3,000	
	GRSCST	GROSS EXPENDITURES	3,023,104	646,345
	TOTEXP	TOTAL EXPENDITURES	3,026,104	646,345
	R9500	INTERGOVERNMENTAL REVENUE	2,651,033	499,055
	R9600	CHARGES FOR SERVICES		0
	TOTREV	GROSS REVENUE	2,651,033	499,055
	NETCOST	NET COUNTY COST (NCC)	375,071	147,290

Fund	Current Year		Total
	Adjusted Budget		Year-to-Date
116100 0561	HOME INVSTMT PRTRNSHP ACT		
E2000	Services and Supplies		212,891
GRSCST	GROSS EXPENDITURES		212,891
TOTEXP	TOTAL EXPENDITURES		212,891
R9500	INTERGOVERNMENTAL REVENUE		252,250
TOTREV	GROSS REVENUE		252,250
NETCOST	NET COUNTY COST (NCC)		0 (39,359)
111100 0595	PRIVATE ACTIVITY BOND		
E2000	Services and Supplies		385,465 70,822
E3000	Other Charges		21,265 69,942
E5000	Expenditure Transfers		550,000 394,704
GRSCST	GROSS EXPENDITURES		406,730 140,764
TOTEXP	TOTAL EXPENDITURES		956,730 535,468
R9400	USE OF MONEY & PROPERTY		2
R9600	CHARGES FOR SERVICES		763,665 392,545
R9800	MISCELLANEOUS REVENUE		30,000
TOTREV	GROSS REVENUE		793,665 392,546
NETCOST	NET COUNTY COST (NCC)		163,065 142,922
111300 0596	AFFORDABLE HOUSING		
E2000	Services and Supplies		158,228
E3000	Other Charges		150 1
GRSCST	GROSS EXPENDITURES		158,378 1
TOTEXP	TOTAL EXPENDITURES		158,378 1
R9400	USE OF MONEY & PROPERTY		120,000 5,507
TOTREV	GROSS REVENUE		120,000 5,507
NETCOST	NET COUNTY COST (NCC)		38,378 (5,506)
134900 0597	ARRA HUD BLDG INSP NPP		
E2000	Services and Supplies		854,762 312,660
E3000	Other Charges		500 361
E5000	Expenditure Transfers		220,000 72,793
GRSCST	GROSS EXPENDITURES		855,262 313,021
TOTEXP	TOTAL EXPENDITURES		1,075,262 385,814
R9400	USE OF MONEY & PROPERTY		6,000 19,040
R9500	INTERGOVERNMENTAL REVENUE		1,064,500 8,697,242
TOTREV	GROSS REVENUE		1,070,500 8,716,282
NETCOST	NET COUNTY COST (NCC)		4,762 (8,330,468)
100300 0599	ARRA-HPRP/CDBG-R GRANTS		
E2000	Services and Supplies		565
GRSCST	GROSS EXPENDITURES		565
TOTEXP	TOTAL EXPENDITURES		565
NETCOST	NET COUNTY COST (NCC)		0 565

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
110900	0663	TRANSPRTATN IMPV MEASURE C		
	E3000	Other Charges	1,756,000	
	E5000	Expenditure Transfers	250,000	28,147
	GRSCST	GROSS EXPENDITURES	1,756,000	
	TOTEXP	TOTAL EXPENDITURES	2,006,000	28,147
	R9400	USE OF MONEY & PROPERTY	6,000	2,931
	R9500	INTERGOVERNMENTAL REVENUE	2,000,000	7,387,869
	TOTREV	GROSS REVENUE	2,006,000	7,390,800
	NETCOST	NET COUNTY COST (NCC)	0	(7,362,653)
113200	0664	WALDEN GREEN MAINTENANCE		
	E2000	Services and Supplies	6,200	
	E3000	Other Charges	2,000	
	E5000	Expenditure Transfers	436,940	38,483
	GRSCST	GROSS EXPENDITURES	8,200	
	TOTEXP	TOTAL EXPENDITURES	445,140	38,483
	R9400	USE OF MONEY & PROPERTY	500	252
	R9800	MISCELLANEOUS REVENUE	50,000	110,000
	TOTREV	GROSS REVENUE	50,500	110,252
	NETCOST	NET COUNTY COST (NCC)	394,640	(71,769)
113400	0249	CCC DEPT CHILD SPRT SVCS		
	E1000	Salaries and Benefits	17,067,190	7,861,414
	E2000	Services and Supplies	1,337,867	720,081
	E3000	Other Charges	800,186	420,738
	E4000	Fixed Assets	43,938	13,975
	E5000	Expenditure Transfers	(62,006)	1,254
	GRSCST	GROSS EXPENDITURES	19,249,181	9,016,208
	TOTEXP	TOTAL EXPENDITURES	19,187,175	9,017,463
	R9400	USE OF MONEY & PROPERTY		(1,122)
	R9500	INTERGOVERNMENTAL REVENUE	18,902,523	3,256,834
	R9800	MISCELLANEOUS REVENUE		7,337
	TOTREV	GROSS REVENUE	18,902,523	3,263,049
	NETCOST	NET COUNTY COST (NCC)	284,652	5,754,414
113300	0233	R/ESTATE FRAUD PROSECUTE		
	E4000	Fixed Assets	28,130	28,130
	E5000	Expenditure Transfers	1,942,928	
	GRSCST	GROSS EXPENDITURES	28,130	28,130
	TOTEXP	TOTAL EXPENDITURES	1,971,058	28,130
	R9600	CHARGES FOR SERVICES	662,805	308,448
	TOTREV	GROSS REVENUE	662,805	308,448
	NETCOST	NET COUNTY COST (NCC)	1,308,253	(280,318)

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
113100	0234	DA FORFEITURE-FED-DOJ		
	E2000	Services and Supplies	355,560	26,739
	E4000	Fixed Assets	28,130	58,943
	GRSCST	GROSS EXPENDITURES	383,690	85,682
	TOTEXP	TOTAL EXPENDITURES	383,690	85,682
	R9400	USE OF MONEY & PROPERTY		161
	R9500	INTERGOVERNMENTAL REVENUE	50,000	
	TOTREV	GROSS REVENUE	50,000	161
	NETCOST	NET COUNTY COST (NCC)	333,690	85,521
114300	0241	SLESF-CRIM PROSECUTION		
	E5000	Expenditure Transfers	294,488	
	TOTEXP	TOTAL EXPENDITURES	294,488	
	R9500	INTERGOVERNMENTAL REVENUE	220,515	
	R9800	MISCELLANEOUS REVENUE		91,459
	TOTREV	GROSS REVENUE	220,515	91,459
	NETCOST	NET COUNTY COST (NCC)	73,973	(91,459)
100300	0242	DISTRICT ATTORNEY		
	E1000	Salaries and Benefits	30,208,811	14,124,614
	E2000	Services and Supplies	2,991,378	1,682,008
	E3000	Other Charges	133,400	33,400
	E4000	Fixed Assets	96,566	96,566
	E5000	Expenditure Transfers	(448,059)	(94,890)
	GRSCST	GROSS EXPENDITURES	33,430,155	15,936,588
	TOTEXP	TOTAL EXPENDITURES	32,982,096	15,841,698
	R9300	FINES/FORFEITS/PENALTIES	12,000	667,824
	R9500	INTERGOVERNMENTAL REVENUE	15,366,332	4,152,940
	R9800	MISCELLANEOUS REVENUE	3,506,035	340,154
	TOTREV	GROSS REVENUE	18,884,367	5,160,918
	NETCOST	NET COUNTY COST (NCC)	14,097,729	10,680,780
112900	0244	D A REVENUE NARCOTICS		
	E1000	Salaries and Benefits	85,478	42,532
	E2000	Services and Supplies	14,732	4,858
	E3000	Other Charges	271,559	37
	E5000	Expenditure Transfers	87,490	
	GRSCST	GROSS EXPENDITURES	371,769	47,428
	TOTEXP	TOTAL EXPENDITURES	459,259	47,428
	R9600	CHARGES FOR SERVICES	187,700	4,860
	R9800	MISCELLANEOUS REVENUE		23,486
	TOTREV	GROSS REVENUE	187,700	28,346
	NETCOST	NET COUNTY COST (NCC)	271,559	19,082
100300	0245	D A WELFARE FRAUD		



Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	E1000	Salaries and Benefits	402,349	219,229
	E2000	Services and Supplies	3,651	7,345
	E5000	Expenditure Transfers	(406,000)	(78,008)
	GRSCST	GROSS EXPENDITURES	406,000	226,575
	TOTEXP	TOTAL EXPENDITURES	0	148,567
	NETCOST	NET COUNTY COST (NCC)	0	148,567
112400	0247	DA CONSUMER PROTECTION		
	E2000	Services and Supplies	2,431,971	581
	E5000	Expenditure Transfers	646,895	
	GRSCST	GROSS EXPENDITURES	2,431,971	581
	TOTEXP	TOTAL EXPENDITURES	3,078,866	581
	R9300	FINES/FORFEITS/PENALTIES	1,000,000	1,482,500
	TOTREV	GROSS REVENUE	1,000,000	1,482,500
	NETCOST	NET COUNTY COST (NCC)	2,078,866	(1,481,919)
113000	0251	DA ENVIRON/OSHA		
	E2000	Services and Supplies	1,796,333	1,047
	E5000	Expenditure Transfers	375,344	
	GRSCST	GROSS EXPENDITURES	1,796,333	1,047
	TOTEXP	TOTAL EXPENDITURES	2,171,677	1,047
	R9300	FINES/FORFEITS/PENALTIES	156,500	81,100
	TOTREV	GROSS REVENUE	156,500	81,100
	NETCOST	NET COUNTY COST (NCC)	2,015,177	(80,053)
115300	0289	DISTRICT ATTY		
	E5000	Expenditure Transfers	81,960	
	TOTEXP	TOTAL EXPENDITURES	81,960	
	R9500	INTERGOVERNMENTAL REVENUE	81,960	
	TOTREV	GROSS REVENUE	81,960	
100300	0364	PUBLIC ADMINISTRATOR		
	E1000	Salaries and Benefits	288,838	146,208
	E2000	Services and Supplies	11,191	9,580
	GRSCST	GROSS EXPENDITURES	300,029	155,788
	TOTEXP	TOTAL EXPENDITURES	300,029	155,788
	R9600	CHARGES FOR SERVICES	200,000	120,969
	TOTREV	GROSS REVENUE	200,000	120,969
	NETCOST	NET COUNTY COST (NCC)	100,029	34,819
100300	0243	PUBLIC DEFENDER		
	E1000	Salaries and Benefits	16,788,143	8,043,117
	E2000	Services and Supplies	2,133,447	1,204,387
	E3000	Other Charges	5,000	
	E4000	Fixed Assets	150,000	33,128

Fund		Current Year Adjusted Budget	Total Year-to-Date
	E5000 Expenditure Transfers	(33,189)	24,012
	GRSCST GROSS EXPENDITURES	19,076,590	9,280,631
	TOTEXP TOTAL EXPENDITURES	19,043,401	9,304,643
	R9500 INTERGOVERNMENTAL REVENUE	44,685	18,191
	R9800 MISCELLANEOUS REVENUE	899,451	307,861
	TOTREV GROSS REVENUE	944,136	326,052
	NETCOST NET COUNTY COST (NCC)	18,099,265	8,978,591
115300	0290 PUBLIC DEFENDER		
	E5000 Expenditure Transfers	81,960	
	TOTEXP TOTAL EXPENDITURES	81,960	
	R9500 INTERGOVERNMENTAL REVENUE	81,960	
	TOTREV GROSS REVENUE	81,960	
115300	0295 LAW ENFORCEMENT SVCS ACCT		
	E5000 Expenditure Transfers	41,268,214	9,691,434
	TOTEXP TOTAL EXPENDITURES	41,268,214	9,691,434
	R9500 INTERGOVERNMENTAL REVENUE	41,268,214	16,206,007
	TOTREV GROSS REVENUE	41,268,214	16,206,007
	NETCOST NET COUNTY COST (NCC)	0	(6,514,573)
115300	0296 SUPPORT SERVICES		
	E5000 Expenditure Transfers	21,282,215	29,768,968
	TOTEXP TOTAL EXPENDITURES	21,282,215	29,768,968
	R9500 INTERGOVERNMENTAL REVENUE	21,939,455	45,299,314
	TOTREV GROSS REVENUE	21,939,455	45,299,314
	NETCOST NET COUNTY COST (NCC)	(657,240)	(15,530,346)
110800	0006 GENERAL ROAD FUND REVENUE		
	R9400 USE OF MONEY & PROPERTY	82,000	7,258
	R9500 INTERGOVERNMENTAL REVENUE	23,000,000	10,984,986
	TOTREV GROSS REVENUE	23,082,000	10,992,244
	NETCOST NET COUNTY COST (NCC)	(23,082,000)	(10,992,244)
100300	0020 PURCHASING		
	E1000 Salaries and Benefits	701,091	325,255
	E2000 Services and Supplies	278,185	49,966
	E5000 Expenditure Transfers	(185,563)	(53,100)
	GRSCST GROSS EXPENDITURES	979,276	375,221
	TOTEXP TOTAL EXPENDITURES	793,713	322,121
	R9600 CHARGES FOR SERVICES	217,598	85,578
	R9800 MISCELLANEOUS REVENUE	33,000	16,619
	TOTREV GROSS REVENUE	250,598	102,197
	NETCOST NET COUNTY COST (NCC)	543,115	219,924

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
100300	0063	FLEET SERVICES		
	E3000	Other Charges	322,000	120,310
	GRSCST	GROSS EXPENDITURES	322,000	120,310
	TOTEXP	TOTAL EXPENDITURES	322,000	120,310
	R9800	MISCELLANEOUS REVENUE	322,000	120,310
	TOTREV	GROSS REVENUE	322,000	120,310
150100	0064	ISF FLEET SERVICES		
	E1000	Salaries and Benefits	1,833,730	737,839
	E2000	Services and Supplies	7,480,750	3,102,705
	E3000	Other Charges	2,653,976	309,797
	E4000	Fixed Assets	2,707,877	1,123,045
	E5000	Expenditure Transfers	(1,433,940)	(927,805)
	GRSCST	GROSS EXPENDITURES	14,676,333	5,273,386
	TOTEXP	TOTAL EXPENDITURES	13,242,393	4,345,582
	R8980	FUND BALANCE	250,000	
	R9600	CHARGES FOR SERVICES	185,346	44,728
	R9800	MISCELLANEOUS REVENUE	12,671,989	2,686,444
	TOTREV	GROSS REVENUE	13,107,335	2,731,173
	NETCOST	NET COUNTY COST (NCC)	135,058	1,614,409
100300	0077	GEN CO BLG OCCUPANCY COST		
	E2000	Services and Supplies	11,879,164	7,246,357
	E5000	Expenditure Transfers	(35,313)	(35,485)
	GRSCST	GROSS EXPENDITURES	11,879,164	7,246,357
	TOTEXP	TOTAL EXPENDITURES	11,843,851	7,210,872
	R9400	USE OF MONEY & PROPERTY	58,804	38,268
	R9600	CHARGES FOR SERVICES	51,257	25,847
	R9800	MISCELLANEOUS REVENUE	11,955	1,139
	TOTREV	GROSS REVENUE	122,016	65,254
	NETCOST	NET COUNTY COST (NCC)	11,721,835	7,145,618
100300	0078	GSD OUTSIDE AGENCY SVC		
	E2000	Services and Supplies	956,927	409,628
	E5000	Expenditure Transfers	319,043	61,882
	GRSCST	GROSS EXPENDITURES	956,927	409,628
	TOTEXP	TOTAL EXPENDITURES	1,275,970	471,510
	R9400	USE OF MONEY & PROPERTY	400	
	R9600	CHARGES FOR SERVICES	327,204	44,815
	R9800	MISCELLANEOUS REVENUE	948,366	(61,417)
	TOTREV	GROSS REVENUE	1,275,970	(16,602)
	NETCOST	NET COUNTY COST (NCC)	0	488,112
100300	0079	BUILDING MAINTENANCE		
	E1000	Salaries and Benefits	16,812,022	8,439,633

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	E2000	Services and Supplies	40,042,913	21,472,007
	E3000	Other Charges	34,518,979	7,458,102
	E4000	Fixed Assets	105,000	37,850
	E5000	Expenditure Transfers	(52,935,092)	(26,782,964)
	GRSCST	GROSS EXPENDITURES	91,478,914	37,407,592
	TOTEXP	TOTAL EXPENDITURES	38,543,822	10,624,628
	R9600	CHARGES FOR SERVICES	38,258,822	21,450,439
	R9800	MISCELLANEOUS REVENUE	285,000	199,924
	TOTREV	GROSS REVENUE	38,543,822	21,650,364
	NETCOST	NET COUNTY COST (NCC)	0	(11,025,736)
111000	0120	PLANT ACQ-SNS CRNT DRN FD		
	E2000	Services and Supplies	267,347	
	E3000	Other Charges	150	226
	E5000	Expenditure Transfers	1,000	12,004
	GRSCST	GROSS EXPENDITURES	267,497	226
	TOTEXP	TOTAL EXPENDITURES	268,497	12,230
	R9200	LICENSE/PERMIT/FRANCHISES	7,000	3,323
	R9600	CHARGES FOR SERVICES		296,000
	TOTREV	GROSS REVENUE	7,000	299,323
	NETCOST	NET COUNTY COST (NCC)	261,497	(287,093)
100300	0148	PRINT & MAIL SERVICES		
	E1000	Salaries and Benefits	1,507,301	602,133
	E2000	Services and Supplies	2,648,864	998,589
	E3000	Other Charges	0	
	E4000	Fixed Assets	25,000	
	E5000	Expenditure Transfers	(3,413,228)	(1,845,841)
	GRSCST	GROSS EXPENDITURES	4,181,165	1,600,721
	TOTEXP	TOTAL EXPENDITURES	767,937	(245,120)
	R9600	CHARGES FOR SERVICES	599,875	344,089
	R9800	MISCELLANEOUS REVENUE		6,957
	TOTREV	GROSS REVENUE	599,875	351,045
	NETCOST	NET COUNTY COST (NCC)	168,062	(596,165)
110500	0161	SURVEY MONUMENT PRESERVTN		
	E2000	Services and Supplies	654,473	
	E3000	Other Charges	350	1
	E5000	Expenditure Transfers	100,000	8,790
	GRSCST	GROSS EXPENDITURES	654,823	1
	TOTEXP	TOTAL EXPENDITURES	754,823	8,791
	R9400	USE OF MONEY & PROPERTY	500	125
	R9600	CHARGES FOR SERVICES	83,000	39,870
	TOTREV	GROSS REVENUE	83,500	39,995
	NETCOST	NET COUNTY COST (NCC)	671,323	(31,204)

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
100300	0330	CO DRAINAGE MAINTENANCE		
	E2000	Services and Supplies	650,000	249,931
	E3000	Other Charges	10,000	
	E5000	Expenditure Transfers	100,000	
	GRSCST	GROSS EXPENDITURES	660,000	249,931
	TOTEXP	TOTAL EXPENDITURES	760,000	249,931
	R9600	CHARGES FOR SERVICES		2,410
	R9800	MISCELLANEOUS REVENUE	760,000	
	TOTREV	GROSS REVENUE	760,000	2,410
	NETCOST	NET COUNTY COST (NCC)	0	247,521
112100	0350	CDD/PWD JOINT REVIEW FEE		
	E3000	Other Charges	4,784	42
	E5000	Expenditure Transfers	1,293,079	203,652
	GRSCST	GROSS EXPENDITURES	4,784	42
	TOTEXP	TOTAL EXPENDITURES	1,297,863	203,694
	R9400	USE OF MONEY & PROPERTY	30,000	440
	R9600	CHARGES FOR SERVICES	610,000	195,581
	TOTREV	GROSS REVENUE	640,000	196,021
	NETCOST	NET COUNTY COST (NCC)	657,863	7,673
100300	0473	KELLER SRCHRG/ MITGN PROG		
	E2000	Services and Supplies	408,546	90,886
	E5000	Expenditure Transfers	(35,000)	
	GRSCST	GROSS EXPENDITURES	408,546	90,886
	TOTEXP	TOTAL EXPENDITURES	373,546	90,886
	R9200	LICENSE/PERMIT/FRANCHISES	292,546	79,919
	R9800	MISCELLANEOUS REVENUE	81,000	34,446
	TOTREV	GROSS REVENUE	373,546	114,365
	NETCOST	NET COUNTY COST (NCC)	0	(23,479)
123100	0631	HERCUL/RODEO/CROCK A OF B		
	E3000	Other Charges	100	
	E5000	Expenditure Transfers	5,000	
	GRSCST	GROSS EXPENDITURES	100	
	TOTEXP	TOTAL EXPENDITURES	5,100	
	R9600	CHARGES FOR SERVICES	5,100	1,648
	TOTREV	GROSS REVENUE	5,100	1,648
	NETCOST	NET COUNTY COST (NCC)	0	(1,648)
123200	0632	WEST COUNTY AREA OF BENEF		
	E3000	Other Charges	100	1
	E5000	Expenditure Transfers	5,000	
	GRSCST	GROSS EXPENDITURES	100	1

Fund			Current Year	Total
			Adjusted Budget	Year-to-Date
	TOTEXP	TOTAL EXPENDITURES	5,100	1
	R9400	USE OF MONEY & PROPERTY	100	6
	R9600	CHARGES FOR SERVICES	5,000	
	TOTREV	GROSS REVENUE	5,100	6
	NETCOST	NET COUNTY COST (NCC)	0	(5)
123400	0634	NORTH RICHMOND AOB		
	E3000	Other Charges	500	43
	E5000	Expenditure Transfers	50,000	
	GRSCST	GROSS EXPENDITURES	500	43
	TOTEXP	TOTAL EXPENDITURES	50,500	43
	R9400	USE OF MONEY & PROPERTY	10,000	2,075
	R9600	CHARGES FOR SERVICES	5,000	
	TOTREV	GROSS REVENUE	15,000	2,075
	NETCOST	NET COUNTY COST (NCC)	35,500	(2,032)
124000	0635	MARTINEZ AREA OF BENEFIT		
	E2000	Services and Supplies	20,000	
	E3000	Other Charges	500	45
	E5000	Expenditure Transfers	200,000	
	GRSCST	GROSS EXPENDITURES	20,500	45
	TOTEXP	TOTAL EXPENDITURES	220,500	45
	R9400	USE OF MONEY & PROPERTY	15,000	3,965
	R9600	CHARGES FOR SERVICES	100,000	
	TOTREV	GROSS REVENUE	115,000	3,965
	NETCOST	NET COUNTY COST (NCC)	105,500	(3,920)
124100	0636	BRIONES AREA OF BENEFIT		
	E3000	Other Charges	250	1
	E5000	Expenditure Transfers	2,250	
	GRSCST	GROSS EXPENDITURES	250	1
	TOTEXP	TOTAL EXPENDITURES	2,500	1
	R9400	USE OF MONEY & PROPERTY	500	125
	R9600	CHARGES FOR SERVICES	2,000	
	TOTREV	GROSS REVENUE	2,500	125
	NETCOST	NET COUNTY COST (NCC)	0	(124)
124200	0637	CENTRAL CO AREA/BENEFIT		
	E2000	Services and Supplies	2,000	
	E3000	Other Charges	1,000	48
	E5000	Expenditure Transfers	277,000	
	GRSCST	GROSS EXPENDITURES	3,000	48
	TOTEXP	TOTAL EXPENDITURES	280,000	48
	R9400	USE OF MONEY & PROPERTY	25,000	6,825
	R9600	CHARGES FOR SERVICES	30,000	24,403

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
	TOTREV	GROSS REVENUE	55,000	31,228
	NETCOST	NET COUNTY COST (NCC)	225,000	(31,180)
124300	0638	SO WAL CRK AREA OF BENEFIT		
	E3000	Other Charges	50	1
	E5000	Expenditure Transfers	15,000	
	GRSCST	GROSS EXPENDITURES	50	1
	TOTEXP	TOTAL EXPENDITURES	15,050	1
	R9400	USE OF MONEY & PROPERTY	50	3
	R9600	CHARGES FOR SERVICES	15,000	6,118
	TOTREV	GROSS REVENUE	15,050	6,121
	NETCOST	NET COUNTY COST (NCC)	0	(6,120)
126000	0641	ALAMO AREA OF BENEFIT		
	E3000	Other Charges	200	45
	E5000	Expenditure Transfers	227,000	
	GRSCST	GROSS EXPENDITURES	200	45
	TOTEXP	TOTAL EXPENDITURES	227,200	45
	R9400	USE OF MONEY & PROPERTY	15,000	3,669
	R9600	CHARGES FOR SERVICES	100,000	57,295
	TOTREV	GROSS REVENUE	115,000	60,964
	NETCOST	NET COUNTY COST (NCC)	112,200	(60,919)
127000	0642	SOUTH CO AREA OF BENEFIT		
	E3000	Other Charges	500	47
	E5000	Expenditure Transfers	130,000	
	GRSCST	GROSS EXPENDITURES	500	47
	TOTEXP	TOTAL EXPENDITURES	130,500	47
	R9400	USE OF MONEY & PROPERTY	10,000	5,443
	R9600	CHARGES FOR SERVICES	120,500	105,985
	TOTREV	GROSS REVENUE	130,500	111,428
	NETCOST	NET COUNTY COST (NCC)	0	(111,381)
	0643	PITTS/ANTIOCH AREA/BENEFIT		
	E2000	Services and Supplies	1,480	
	GRSCST	GROSS EXPENDITURES	1,480	
	TOTEXP	TOTAL EXPENDITURES	1,480	
	NETCOST	NET COUNTY COST (NCC)	1,480	0
128100	0644	MARSH CRK AREA OF BENEFIT		
	E3000	Other Charges	100	1
	E5000	Expenditure Transfers	5,000	
	GRSCST	GROSS EXPENDITURES	100	1
	TOTEXP	TOTAL EXPENDITURES	5,100	1
	R9400	USE OF MONEY & PROPERTY	100	51



Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	R9600	CHARGES FOR SERVICES	5,000	
	TOTREV	GROSS REVENUE	5,100	51
	NETCOST	NET COUNTY COST (NCC)	0	(50)
128200	0645	EAST COUNTY AREA OF BENEF		
	E2000	Services and Supplies	20,000	
	E3000	Other Charges	1,000	70
	E5000	Expenditure Transfers	1,400,000	
	GRSCST	GROSS EXPENDITURES	21,000	70
	TOTEXP	TOTAL EXPENDITURES	1,421,000	70
	R9400	USE OF MONEY & PROPERTY	15,000	8,338
	R9600	CHARGES FOR SERVICES	30,000	127,714
	TOTREV	GROSS REVENUE	45,000	136,052
	NETCOST	NET COUNTY COST (NCC)	1,376,000	(135,982)
112200	0648	DRAINAGE DEFICIENCY		
	E2000	Services and Supplies	2,465,268	
	E3000	Other Charges	101,600	
	E5000	Expenditure Transfers	207,900	
	GRSCST	GROSS EXPENDITURES	2,566,868	
	TOTEXP	TOTAL EXPENDITURES	2,774,768	
	R9200	LICENSE/PERMIT/FRANCHISES	500,000	84,764
	R9400	USE OF MONEY & PROPERTY	160,000	3,886
	TOTREV	GROSS REVENUE	660,000	88,650
	NETCOST	NET COUNTY COST (NCC)	2,114,768	(88,650)
112300	0649	PUBLIC WORKS		
	E3000	Other Charges	452,300	21,133
	E5000	Expenditure Transfers	4,668,391	653,749
	GRSCST	GROSS EXPENDITURES	452,300	21,133
	TOTEXP	TOTAL EXPENDITURES	5,120,691	674,883
	R9400	USE OF MONEY & PROPERTY	165,000	
	R9600	CHARGES FOR SERVICES	4,661,860	511,064
	TOTREV	GROSS REVENUE	4,826,860	511,064
	NETCOST	NET COUNTY COST (NCC)	293,831	163,819
100300	0650	PUBLIC WORKS		
	E1000	Salaries and Benefits	35,074,800	14,490,236
	E2000	Services and Supplies	7,836,477	4,811,137
	E3000	Other Charges		1,371
	E4000	Fixed Assets	288,788	50,623
	E5000	Expenditure Transfers	(6,443,962)	(2,626,853)
	GRSCST	GROSS EXPENDITURES	43,200,065	19,353,367
	TOTEXP	TOTAL EXPENDITURES	36,756,103	16,726,514
	R9200	LICENSE/PERMIT/FRANCHISES		18,126

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	R9400	USE OF MONEY & PROPERTY		3,000
	R9500	INTERGOVERNMENTAL REVENUE	50,000	(2,300)
	R9600	CHARGES FOR SERVICES	556,886	205,687
	R9800	MISCELLANEOUS REVENUE	35,726,791	15,788,106
	TOTREV	GROSS REVENUE	36,333,677	16,012,620
	NETCOST	NET COUNTY COST (NCC)	422,426	713,894
110300	0651	PUB WKS-LAND DEVELOPMENT		
	E2000	Services and Supplies	80,200	77,513
	E3000	Other Charges	40,000	19,343
	E5000	Expenditure Transfers	3,099,628	1,161,682
	GRSCST	GROSS EXPENDITURES	120,200	96,856
	TOTEXP	TOTAL EXPENDITURES	3,219,828	1,258,538
	R9200	LICENSE/PERMIT/FRANCHISES	502,000	225,368
	R9400	USE OF MONEY & PROPERTY		401
	R9600	CHARGES FOR SERVICES	800,000	365,445
	R9800	MISCELLANEOUS REVENUE	1,368,200	1,385,720
	TOTREV	GROSS REVENUE	2,670,200	1,976,933
	NETCOST	NET COUNTY COST (NCC)	549,628	(718,395)
129000	0653	BETHEL ISLAND AREA OF BENEFIT		
	E2000	Services and Supplies	1,000	
	E3000	Other Charges	500	42
	E5000	Expenditure Transfers	10,000	
	GRSCST	GROSS EXPENDITURES	1,500	42
	TOTEXP	TOTAL EXPENDITURES	11,500	42
	R9400	USE OF MONEY & PROPERTY	1,000	125
	R9600	CHARGES FOR SERVICES	10,500	
	TOTREV	GROSS REVENUE	11,500	125
	NETCOST	NET COUNTY COST (NCC)	0	(83)
116000	0660	BAILEY RD MNTC SURCHARGE		
	E2000	Services and Supplies	1,000,000	
	E3000	Other Charges		0
	E5000	Expenditure Transfers	1,255,480	
	GRSCST	GROSS EXPENDITURES	1,000,000	0
	TOTEXP	TOTAL EXPENDITURES	2,255,480	0
	R9200	LICENSE/PERMIT/FRANCHISES	500,000	136,238
	R9600	CHARGES FOR SERVICES		88,129
	R9800	MISCELLANEOUS REVENUE	1,755,480	
	TOTREV	GROSS REVENUE	2,255,480	224,367
	NETCOST	NET COUNTY COST (NCC)	0	(224,367)
100300	0661	ROAD CONSTRUCTION		
	E2000	Services and Supplies	5,787,500	3,072,956

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	E3000	Other Charges	320,000	35,755
	E5000	Expenditure Transfers		8,677
	GRSCST	GROSS EXPENDITURES	6,107,500	3,108,711
	TOTEXP	TOTAL EXPENDITURES	6,107,500	3,117,388
	R9400	USE OF MONEY & PROPERTY		4,000
	R9500	INTERGOVERNMENTAL REVENUE	5,100,000	2,301,827
	R9600	CHARGES FOR SERVICES	450,000	
	R9800	MISCELLANEOUS REVENUE	557,500	7,065
	TOTREV	GROSS REVENUE	6,107,500	2,312,892
	NETCOST	NET COUNTY COST (NCC)	0	804,496
110800 0662	ROAD CONSTRUCTION-RD FUND			
	E2000	Services and Supplies	21,182,391	2,474,803
	E3000	Other Charges	667,300	56,366
	E5000	Expenditure Transfers	6,000,000	2,330,335
	GRSCST	GROSS EXPENDITURES	21,849,691	2,531,169
	TOTEXP	TOTAL EXPENDITURES	27,849,691	4,861,504
	R9400	USE OF MONEY & PROPERTY	1,000	7,700
	R9500	INTERGOVERNMENTAL REVENUE	8,100,000	329,294
	R9600	CHARGES FOR SERVICES	2,500,000	191,246
	R9800	MISCELLANEOUS REVENUE	3,573,000	405,000
	TOTREV	GROSS REVENUE	14,174,000	933,241
	NETCOST	NET COUNTY COST (NCC)	13,675,691	3,928,263
110800 0672	ROAD MAINTENANCE-RD FUND			
	E2000	Services and Supplies	3,722,200	4,086,772
	E3000	Other Charges	975,400	371,355
	E4000	Fixed Assets	896,326	272,952
	E5000	Expenditure Transfers	13,327,851	6,197,340
	GRSCST	GROSS EXPENDITURES	5,593,926	4,731,079
	TOTEXP	TOTAL EXPENDITURES	18,921,777	10,928,419
	R9600	CHARGES FOR SERVICES	406,267	66,485
	R9800	MISCELLANEOUS REVENUE	1,512,184	1,043,521
	TOTREV	GROSS REVENUE	1,918,451	1,110,005
	NETCOST	NET COUNTY COST (NCC)	17,003,326	9,818,414
110800 0674	MISCEL PROPERTY-ROAD FUND			
	E3000	Other Charges	2,000	6,157
	E5000	Expenditure Transfers	12,000	952
	GRSCST	GROSS EXPENDITURES	2,000	6,157
	TOTEXP	TOTAL EXPENDITURES	14,000	7,109
	R9400	USE OF MONEY & PROPERTY	7,000	4,400
	TOTREV	GROSS REVENUE	7,000	4,400
	NETCOST	NET COUNTY COST (NCC)	7,000	2,709

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
110800	0676	GEN ROAD PLAN/ADM-RD FUND		
	E2000	Services and Supplies	1,013,115	346,261
	E3000	Other Charges	634,200	844,430
	E5000	Expenditure Transfers	3,585,185	2,373,338
	GRSCST	GROSS EXPENDITURES	1,647,315	1,190,691
	TOTEXP	TOTAL EXPENDITURES	5,232,500	3,564,029
	R9400	USE OF MONEY & PROPERTY	10,000	
	R9500	INTERGOVERNMENTAL REVENUE	10,000	
	R9600	CHARGES FOR SERVICES	320,000	42,025
	R9800	MISCELLANEOUS REVENUE	734,000	40,000
	TOTREV	GROSS REVENUE	1,074,000	82,025
	NETCOST	NET COUNTY COST (NCC)	4,158,500	3,482,004
138800	0678	SPRW FUND		
	E2000	Services and Supplies	3,561,135	14,275
	E3000	Other Charges	170,000	57,022
	E4000	Fixed Assets		9,420
	E5000	Expenditure Transfers	350,000	164,282
	GRSCST	GROSS EXPENDITURES	3,731,135	80,717
	TOTEXP	TOTAL EXPENDITURES	4,081,135	244,998
	R9200	LICENSE/PERMIT/FRANCHISES		10,000
	R9400	USE OF MONEY & PROPERTY	380,000	27,809
	R9600	CHARGES FOR SERVICES		89,799
	R9800	MISCELLANEOUS REVENUE		20,391
	TOTREV	GROSS REVENUE	380,000	147,999
	NETCOST	NET COUNTY COST (NCC)	3,701,135	96,999
139000	0680	RD DVLPMNT DISCOVERY BAY		
	E3000	Other Charges	300	1
	E5000	Expenditure Transfers	54,200	
	GRSCST	GROSS EXPENDITURES	300	1
	TOTEXP	TOTAL EXPENDITURES	54,500	1
	R9400	USE OF MONEY & PROPERTY	500	125
	R9600	CHARGES FOR SERVICES	4,000	287,136
	TOTREV	GROSS REVENUE	4,500	287,261
	NETCOST	NET COUNTY COST (NCC)	50,000	(287,260)
139200	0682	ROAD IMPRVMNT FEE		
	E2000	Services and Supplies	200,000	
	E3000	Other Charges	150,500	131,296
	E5000	Expenditure Transfers	3,000,000	405,394
	GRSCST	GROSS EXPENDITURES	350,500	131,296
	TOTEXP	TOTAL EXPENDITURES	3,350,500	536,691
	R9400	USE OF MONEY & PROPERTY	70,000	118
	R9500	INTERGOVERNMENTAL REVENUE	250,000	300,000

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
	R9600	CHARGES FOR SERVICES	1,225,500	(481,326)
	R9800	MISCELLANEOUS REVENUE	250,000	2,260
	TOTREV	GROSS REVENUE	1,795,500	(178,948)
	NETCOST	NET COUNTY COST (NCC)	1,555,000	715,639
139400	0684	RD DEVLPMNT RICH/EL SOBRT		
	E3000	Other Charges	500	1
	E5000	Expenditure Transfers	10,000	
	GRSCST	GROSS EXPENDITURES	500	1
	TOTEXP	TOTAL EXPENDITURES	10,500	1
	R9400	USE OF MONEY & PROPERTY	500	124
	R9600	CHARGES FOR SERVICES	10,000	2,555
	TOTREV	GROSS REVENUE	10,500	2,679
	NETCOST	NET COUNTY COST (NCC)	0	(2,678)
139500	0685	RD DEVLPMNT BAY POINT AREA		
	E3000	Other Charges	400	42
	E5000	Expenditure Transfers	35,000	
	GRSCST	GROSS EXPENDITURES	400	42
	TOTEXP	TOTAL EXPENDITURES	35,400	42
	R9400	USE OF MONEY & PROPERTY	2,000	1,581
	R9600	CHARGES FOR SERVICES	33,400	46,283
	TOTREV	GROSS REVENUE	35,400	47,864
	NETCOST	NET COUNTY COST (NCC)	0	(47,822)
139900	0687	RD DEVLPMNT PACHECO AREA		
	E2000	Services and Supplies	2,000	
	E3000	Other Charges	400	42
	E5000	Expenditure Transfers	50,000	
	GRSCST	GROSS EXPENDITURES	2,400	42
	TOTEXP	TOTAL EXPENDITURES	52,400	42
	R9400	USE OF MONEY & PROPERTY	1,000	119
	R9600	CHARGES FOR SERVICES	10,000	2
	TOTREV	GROSS REVENUE	11,000	121
	NETCOST	NET COUNTY COST (NCC)	41,400	(79)
111400	0697	NAVY TRANS MITIGATION		
	E2000	Services and Supplies	4,191,039	
	E3000	Other Charges	450,000	52
	E5000	Expenditure Transfers	1,493,734	
	GRSCST	GROSS EXPENDITURES	4,641,039	52
	TOTEXP	TOTAL EXPENDITURES	6,134,773	52
	R9400	USE OF MONEY & PROPERTY	30,000	86
	TOTREV	GROSS REVENUE	30,000	86
	NETCOST	NET COUNTY COST (NCC)	6,104,773	(34)

			Current Year	
			Adjusted	Total
Fund			Budget	Year-to-Date
111500	0699	TOSCO/SOLANO TRANS MTG TN		
	E2000	Services and Supplies	5,000	
	E3000	Other Charges	1,000	51
	E5000	Expenditure Transfers	14,000	
	GRSCST	GROSS EXPENDITURES	6,000	51
	TOTEXP	TOTAL EXPENDITURES	20,000	51
	R9400	USE OF MONEY & PROPERTY	20,000	9,106
	TOTREV	GROSS REVENUE	20,000	9,106
	NETCOST	NET COUNTY COST (NCC)	0	(9,055)
140100	0841	AIRPORT OPERATIONS		
	E1000	Salaries and Benefits	2,131,599	817,565
	E2000	Services and Supplies	1,113,145	383,366
	E3000	Other Charges	512,653	256,771
	E5000	Expenditure Transfers	153,000	97,677
	GRSCST	GROSS EXPENDITURES	3,757,397	1,457,703
	TOTEXP	TOTAL EXPENDITURES	3,910,397	1,555,380
	R9400	USE OF MONEY & PROPERTY	3,628,428	2,142,610
	R9600	CHARGES FOR SERVICES	127,104	6,880
	R9800	MISCELLANEOUS REVENUE	259,865	84,026
	TOTREV	GROSS REVENUE	4,015,397	2,233,516
	NETCOST	NET COUNTY COST (NCC)	(105,000)	(678,136)
140100	0843	AIRPORT FIXED ASSETS		
	E4000	Fixed Assets	555,000	40,479
	GRSCST	GROSS EXPENDITURES	555,000	40,479
	TOTEXP	TOTAL EXPENDITURES	555,000	40,479
	R9500	INTERGOVERNMENTAL REVENUE	405,000	51,989
	R9800	MISCELLANEOUS REVENUE	45,000	
	TOTREV	GROSS REVENUE	450,000	51,989
	NETCOST	NET COUNTY COST (NCC)	105,000	(11,510)
120600	0008	REVENUE CO LIBRARY TAXES		
	R9000	TAXES CURRENT PROPERTY	19,854,428	20,141,371
	R9100	TAXES OTHER THAN CUR PROP	(195,098)	(183,039)
	R9500	INTERGOVERNMENTAL REVENUE	402,110	133,781
	TOTREV	GROSS REVENUE	20,061,440	20,092,113
	NETCOST	NET COUNTY COST (NCC)	(20,061,440)	(20,092,113)
120600	0113	PLANT ACQUIS-LIBRARY FUND		
	E3000	Other Charges		15,050
	E4000	Fixed Assets	676,106	10,106
	GRSCST	GROSS EXPENDITURES	676,106	25,156
	TOTEXP	TOTAL EXPENDITURES	676,106	25,156

Fund			Current Year	
			Adjusted Budget	Total Year-to-Date
	NETCOST	NET COUNTY COST (NCC)	676,106	25,156
120600	0620	LIBRARY-ADMIN & SUPPORT SVCS		
	E1000	Salaries and Benefits	7,594,595	3,352,915
	E2000	Services and Supplies	2,937,215	1,198,083
	E3000	Other Charges	1,008,269	368,258
	E4000	Fixed Assets	75,000	
	E5000	Expenditure Transfers	52,221	17,210
	GRSCST	GROSS EXPENDITURES	11,615,079	4,919,256
	TOTEXP	TOTAL EXPENDITURES	11,667,300	4,936,466
	R9400	USE OF MONEY & PROPERTY	156,200	29,869
	R9500	INTERGOVERNMENTAL REVENUE	44,000	93,738
	R9600	CHARGES FOR SERVICES	268,912	122,036
	R9800	MISCELLANEOUS REVENUE	57,700	17,688
	TOTREV	GROSS REVENUE	526,812	263,331
	NETCOST	NET COUNTY COST (NCC)	11,140,488	4,673,135
120600	0621	LIBRARY-COMMUNITY SERVICES		
	E1000	Salaries and Benefits	12,028,551	5,321,072
	E2000	Services and Supplies	1,481,855	490,586
	E3000	Other Charges	958,707	565,905
	E4000	Fixed Assets	415,560	
	E5000	Expenditure Transfers	555	
	GRSCST	GROSS EXPENDITURES	14,884,673	6,377,564
	TOTEXP	TOTAL EXPENDITURES	14,885,228	6,377,564
	R9400	USE OF MONEY & PROPERTY		740
	R9500	INTERGOVERNMENTAL REVENUE	2,299,190	375,769
	R9600	CHARGES FOR SERVICES	548,328	261,147
	R9800	MISCELLANEOUS REVENUE	214,614	312,984
	TOTREV	GROSS REVENUE	3,062,132	950,641
	NETCOST	NET COUNTY COST (NCC)	11,823,096	5,426,923
120700	0622	CASEY LIBRARY GIFT		
	E3000	Other Charges	255,986	42
	GRSCST	GROSS EXPENDITURES	255,986	42
	TOTEXP	TOTAL EXPENDITURES	255,986	42
	R9400	USE OF MONEY & PROPERTY	800	343
	TOTREV	GROSS REVENUE	800	343
	NETCOST	NET COUNTY COST (NCC)	255,186	(301)
100300	0579	VETERANS SERVICE OFFICE		
	E1000	Salaries and Benefits	807,994	346,599
	E2000	Services and Supplies	135,902	44,072
	E5000	Expenditure Transfers		1,639
	GRSCST	GROSS EXPENDITURES	943,896	390,670



		Current Year		
Fund		Adjusted Budget	Total Year-to-Date	
	TOTEXP	TOTAL EXPENDITURES	943,896	392,309
	R9500	INTERGOVERNMENTAL REVENUE	185,793	174,869
	R9600	CHARGES FOR SERVICES	75,000	75,000
	TOTREV	GROSS REVENUE	260,793	249,869
	NETCOST	NET COUNTY COST (NCC)	683,103	142,440
100300	0990	CONTINGNCY APPROP-GENERAL		
	E6000	Provisions for Contingencies	2,114,906	
	GRSCST	GROSS EXPENDITURES	2,114,906	
	TOTEXP	TOTAL EXPENDITURES	2,114,906	
	NETCOST	NET COUNTY COST (NCC)	2,114,906	0

List of Funds

100300 GENERAL FUND	123100 HERCUL/RODEO CROCK A OF B
105600 COUNTY LAW ENFRMNT-CAP PROJ	123200 WEST COUNTY AREA OF BENEF
110000 RECORDER MODERNIZATION	123400 NORTH RICHMOND AOB
110100 COURT / CLERK AUTOMATION	124000 MARTINEZ AREA OF BENEFIT
110200 FISH AND GAME	124100 BRIONES AREA OF BENEFIT
110300 LAND DEVELOPMENT FUND	124200 CENTRAL CO AREA/BENEFIT
110400 CRIMINALISTICS LABORATORY	124300 SO WAL CRK AREA OF BENEFIT
110500 SURVEY MONUMENT PRESERVTN	126000 ALAMO AREA OF BENEFIT
110600 CRIM JUSTICE FACILITY CONSTR	127000 SOUTH CO AREA OF BENEFIT
110700 COURTHOUSE CONSTRUCTION	128000 PITTS/ANTIOCH AREA/BENEFIT
110800 ROAD	128100 MARSH CRK AREA OF BENEFIT
110900 TRANSPORTATION IMPROVEMENT	128200 EAST COUNTY AREA OF BENEF
111000 SANS CRAINTE DRAINAGE	129000 BETHEL ISL AREA OF BENEFIT
111100 PRIVATE ACTIVITY BOND	132800 COUNTY CHILDRENS
111300 AFFORDABLE HOUSING SPEC REV	133200 ANIMAL BENEFIT
111400 NAVY TRANS MITIGATION	133400 CO-WIDE GANG AND DRUG
111500 TOSCO/SOLANO TRNS MITIGATION	133700 LIVABLE COMMUNITIES FUND
111600 CHILD DEVELOPMENT FUND	134000 AVA SERVICE AUTHORITY
111800 HUD NSP	134700 CDBG SM BUS&MICROENT LOAN
111900 USED OIL RECYCLING GRANT	134800 CDB 1ST-TIME HMEBYR LOAN
112000 CONSERVATION & DEVELOPMENT	134900 ARRA HUD BLDG INSP NPP
112100 CDD/PWD JOINT REVIEW FEE	135000 RETIREMENT UAAL BOND FUND
112200 DRAINAGE DEFICIENCY	135200 RET LITGTN STLMNT DBT SVC
112300 PUBLIC WORKS	135400 FAMILY LAW CTR-DEBT SVC
112400 D A CONSUMER PROTECTION	136000 CENTRAL IDENTIFY BUREAU
112500 DOMESTIC VIOLENCE VICTIM ASST	138800 SPRW FUND
112700 ZERO TOLRNCE-DOM VIOLENCE	139000 RD DVLPMNT DISCOVERY BAY
112900 D A REVENUE NARCOTICS	139200 ROAD IMPRVMNT FEE
113000 D A ENVIRONMENT/OSHA	139400 RD DEVLPMNT RICH/EL SOBRT
113100 DA FORFEITRE-FED-DOJ	139500 ROAD DEVELOPMENT BAY POINT
113200 PH BART GREENSPACE MTCE	139900 RD DEVLPMNT PACHECO AREA
113300 R/ESTATE FRAUD PROSECUTE	140100 AIRPORT ENTERPRISE
113400 CCC DEPT CHILD SPPRT SVCS	142000 SHERIFF LAW ENF TRNG CNTR
113500 EMERGENCY MED SVCS FUND	142500 CHILDCARE ENTERPRISE
113600 PROP 36-SUB ABUSE CP ACT	145000 HOSPITAL ENTERPRISE
113700 AB75 TOBACCO TAX FUND	146000 HMO ENTERPRISE
113900 TRAFFIC SAFETY FUND	146100 HMO ENTERPRISE-COMM PLAN
114000 PUB PROTECT-SPEC REV FUND	146200 MAJOR RISK MED INSUR ENT
114100 SHERIFF NARC FORFEIT-ST/LOCAL	150100 FLEET ISF
114200 SHERIFF FORFEIT-FED-DOJ	
114300 SUP LAW ENFORCEMENT SVCS	
114500 SHERIFF FORFEIT-FED TREASURY	
114600 PROP 63 MH SVCS ACCT	
114700 PRISONERS WELFARE FUND	
114800 COMM COLL CHILD DEV-FUND	
114900 PROBATION OFFICERS SPECIAL FUND	
115000 AUTOMATED SYS DVLPMNT	
115100 PROPERTY TAX ADMIN	
115500 IHSS PUBLIC AUTHORITY	
115600 DNA IDENTIFICATION FUND	
120600 COUNTY LIBRARY	
120700 CASEY LIBRARY GIFT	



Contra  
Costa  
County

To: Board of Supervisors  
From: Catherine Kutsuris  
Date: February 25, 2014

Subject: Continued Public Hearing Item - Appeal of the County Planning Commission Approval of LP13-2020 (110 Ardmore Road, Kensington)

### **RECOMMENDATION(S):**

Staff recommends that the Board of Supervisors:

1. OPEN the continued hearing on the appeal of the County Planning Commission's approval of County File #LP13-2020, ACCEPT public testimony, and CLOSE the hearing.
2. FIND that the proposed project is categorically exempt from the review requirements of the California Environmental Quality Act (CEQA) - Class 3 (CEQA Guidelines § 15303 (d)).
3. DENY the appeals of Kevin and Michelle Ferguson, and Laura Owen, Kellin Cooper, Krista Bessinger, Jon Sarlin, and David Kwett.
4. APPROVE the project based on the revised proposal, which limits the total height of the proposed antennas to 30 feet above-ground-level.
5. ADOPT the findings contained in County Planning Commission Resolution Number 15-2013.
6. DIRECT staff to file a California Environmental Quality Act Notice of Exemption with the County Clerk and pay the statutory filing fee.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☒ OTHER

Clerks Notes:

### **VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Francisco Avila,  
925-674-7801

By: , Deputy

cc:

## FISCAL IMPACT:

The applicant has paid the initial application deposit and is obligated to pay supplemental fees to cover any and all additional staff time and materials costs associated with the application processing.

## BACKGROUND:

This is a continued public hearing item on the appeal of Kevin and Michelle Ferguson, and Laura Owen, Kellin Cooper, Krista Bessinger, Jon Sarlin and David Kwett of the County Planning Commission's decision to approve a proposal by New Cingular Wireless (AT&T) to attach a wireless telecommunications facility to an existing utility pole in the Ardmore Road public right-of-way in Kensington. At the December 17, 2013, Board of Supervisor's hearing, one appellant (Ferguson) provided testimony on six AT&T applications in the Kensington area that had been appealed, including the current 110 Ardmore Road application. The applicant and general public also testified. Upon conclusion of the public testimony and deliberation by the Board, five of the applications were approved and the hearing on this application was continued as an open public hearing to January 14, 2014, in order for the applicant to prepare an alternative site analysis for the project. The Board indicated that visual intrusiveness was a concern and gave the applicant specific direction to explore alternative locations within the commercial area along Arlington Avenue.

The applicant has indicated that an alternative site analysis was initiated following the December hearing; however, due to the limited time, the applicant was unable to provide a comprehensive report in time for the January hearing. Thus, the Board continued the January hearing to February 4, 2014, to allow the applicant an opportunity to complete their alternative site analysis. AT&T submitted an alternative site analysis dated January 23, 2014, which is attached. At the February 4, 2014, Board of Supervisor's public hearing, the Board received staff's presentation which included a summary of AT&T's alternative site analysis, and continued the matter as an open hearing to February 25, 2014, in order to conduct additional public outreach.

## REVIEW OF AT&T'S JANUARY 23, 2014, ALTERNATIVE SITE ANALYSIS

AT&T evaluated 12 alternative utility poles along Ardmore and Coventry Roads. All but one alternative utility pole (located in the Ardmore Road right-of-way adjacent to the property addressed as 801 Coventry Road) was rejected due to potential view impacts, insufficient climbing space along the pole and/or lack of signal propagation. Locating a facility along Arlington Avenue was dismissed altogether due to the lack of utility poles and the fact that the planned decorative light standards "are inadequate in height or structure to support an AT&T DAS node." However, from the information provided it does not appear as though AT&T explored the feasibility of locating a DAS node or other type of technology on one of the commercial properties along Arlington Avenue. The utility pole located adjacent to 801 Coventry does qualify as a potential alternative per the applicant; however, it would require a pole-top extension similar to the 110 Ardmore Road proposal. The extension is required due to large trees directly east of that pole that would otherwise interfere with the signal. It is unclear at this point whether or not the required pole-top extension and antennas would block any views from up-hill residences, as no story poles have been installed at this location. A photosimulation of the potential 801 Coventry facility is included as part of the alternative site analysis package.

If the Board of Supervisors determines there is merit in the 801 Coventry Road alternative or any other, AT&T would be required to submit a new Land Use Permit application for the specific location. The new application would be routed to various agencies for comment, including the Kensington Municipal Advisory Council, and a noticed public hearing would be required.

As part of the alternative site analysis, AT&T also re-evaluated the current 110 Ardmore Road proposal, which involves extending the existing 44-foot 2-inch tall utility pole to 54 feet 1 inch above-ground-level (antennas included). As an alternative, AT&T is amenable to lowering the height of the antennas. The revised proposal includes locating the two antennas on a side arm at a height of 30 feet above-ground-level and relocating the lower utility line cross-arm to a higher position to accommodate the antenna side arm support. This alternative would not require extension of the pole – the current pole height of 44 feet 2 inches would remain the same. According

to AT&T's radio frequency engineer, lowering the location of the antennas will reduce the intended coverage by 50 percent. Notwithstanding that fact, AT&T has indicated that the revised 110 Ardmore Road proposal remains the preferred alternative as they consider that location to be the least intrusive means of providing service to the area.

A photosimulation of the reduced-height alternative is provided as part of the alternate site analysis package. By comparing the new photosimulation with the interior photos taken from 110 Ardmore, which are also attached, it is clear that the revised proposal would not extend vertically beyond the canopy of the tree across the street at 113 Ardmore when viewed from 110 Ardmore. However, at the revised location the antennas may extend into the gap between the tree canopy and the residence below. While the antennas would still be visible, they would be less visually intrusive than originally proposed.

#### MODIFIED CONDITIONS OF APPROVAL

On December 17, 2013, the Board approved Land Use Permit applications for five similar projects in the Kensington area. The Board modified the conditions of approval for each of these applications. While some of the modifications were site-specific, three particular conditions were added to all five applications. Staff has added these three conditions in the attached "Modified Conditions of Approval" document - they are identified by underlined text.

#### CONCLUSION

AT&T's alternative site analysis identified one potential alternative utility pole located in the Ardmore Road right-of-way adjacent to 801 Coventry Road. If the Board of Supervisors determines there is merit in this alternative or any other, then the applicant would be required to submit a new Land Use Permit application so that the proposal could be evaluated pursuant to the required public process. AT&T has indicated that revising the current Ardmore Road proposal to lower the antennas from the proposed 54-foot 1-inch height to 30 feet is an option, albeit with reduced coverage. Given that the revised location would be less visually intrusive, staff recommends that the Board of Supervisors deny the appeals of Kevin and Michelle Ferguson, and Laura Owen, Kellin Cooper, Kim Bessinger, Jon Sarlin, and David Kwett, and approve County File #LP13-2020 based on the revised proposal.

Alternatively, the Board may deny this application or continue the item indefinitely to allow the applicant to pursue a Land Use Permit application at an alternative location (the applicant has indicated a preference to keep the current application open even if another location is pursued).

#### CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors grants the appeal, the County Planning Commission's approval will be overturned and AT&T will not have the authority to construct their proposed project.

#### CHILDREN'S IMPACT STATEMENT:

N/A

**MACKENZIE & ALBRITTON LLP**

220 SANSOME STREET, 14TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94104

TELEPHONE 415/ 288-4000  
FACSIMILE 415/ 288-4010

CONTRA COSTA  
COUNTY

2014 JAN 23 P 12:49

DEPARTMENT OF  
CONSERVATION  
AND DEVELOPMENT

January 23, 2014

**VIA EMAIL**

Chair Karen Mitchoff  
Vice Chair John Gioia  
Supervisors Candace Anderson,  
Mary Piepho and Federal Glover  
Contra Costa County Board of Supervisors  
651 Pine Street  
Room 107  
Martinez, California 94553

Re: Appeal of AT&T Kensington Distributed Antenna System Node  
Application No. LP13-2020 (Near 110 Ardmore Road)  
Board of Supervisors Agenda, February 4, 2014

Dear Chair Mitchoff, Vice Chair Gioia and Supervisors:

We write on behalf of our client AT&T Mobility ("AT&T") regarding the distributed antenna system ("DAS") proposed for Kensington. We want to thank you for your careful consideration and approval of five of the six DAS nodes proposed by AT&T for Kensington. As you know, the proposed node at 110 Ardmore Road was continued by the Board for further review and has been scheduled on your agenda of February 4, 2014.

In keeping with the Board's request, AT&T carefully reevaluated the coverage gap to be served by the proposed 110 Ardmore Road facility. This coverage gap, as detailed in the AT&T Radio Frequency Engineer's Statement attached as Exhibit A to this letter, includes 45 acres of Kensington, approximately 500 residents and nearly two miles of roadway and footpath.

AT&T also carefully reevaluated the available utility poles for a wireless facility in the Ardmore Road neighborhood, including a review of the commercial strip along Arlington Avenue. The results are detailed in the Alternatives Analysis attached as Exhibit B to this letter, which confirms that the proposed facility near 110 Ardmore Road serves the coverage gap with the least impacts to neighbors' views.

AT&T appreciates the Board's careful consideration of the Kensington DAS to date. We trust that the attached information will provide sufficient background for the

Contra Costa County Board of Supervisors  
January 23, 2014  
Page 2 of 2

Board to conclude its analysis and approve the preferred facility so that AT&T can provide much-needed service improvements in the Ardmore Road area.

Sincerely.

A handwritten signature in black ink, appearing to read "Paul Albritton", with a stylized, flowing script.

Paul B. Albritton

cc: Thomas L. Geiger, Esq.  
Francisco Avila  
Telma Moreira  
William Nelson

**Schedule of Exhibits**

Exhibit A: Radio Frequency Engineer's Statement  
Exhibit B: Alternatives Analysis



**AT&T Mobility Radio Frequency Statement  
of Significant Coverage Gap**

**Area of Ardmore Road  
Kensington, Contra Costa County**

I am the AT&T radio frequency engineer assigned to resolving coverage and capacity gaps in the AT&T wireless network in Contra Costa County. In order to provide in-building 3G and 4G wireless services to the Kensington area of Contra Costa County, AT&T proposed installation of six distributed antenna system ("DAS") nodes along public rights-of-way. On December 17, 2013, the Contra Costa County Board of Supervisors approved five AT&T DAS nodes to serve the Kensington area. The sixth DAS node, proposed to be located on an existing utility pole in the public right-of-way of 110 Ardmore Road, will be heard on appeal by the Board of Supervisors on February 4, 2014. This statement is submitted to evidence the extent and significance of the gap in in-building 3G and 4G wireless service coverage that exists in the Ardmore Road area and which will remain following installation of the five Kensington DAS nodes approved by the Board of Supervisors. Based on my personal knowledge of AT&T's wireless network in Contra Costa County, as well as my review of AT&T's records with respect to Kensington, I have concluded that the proposed DAS facility to be located in the public right-of-way of 110 Ardmore Road (the "Proposed Facility") is needed to close a coverage gap in AT&T's 3G and 4G in-building wireless service in the vicinity of Ardmore Road in Kensington, Contra Costa County.

The AT&T DAS facilities approved by the Board of Supervisors on December 17, 2013, will provide in-building 3G and 4G service to a large portion of Kensington. Three of the DAS nodes approved by the Board of Supervisors will provide in-building 3G and 4G service to the west, north and east of the Proposed Facility and will be located less than one-third mile away from the Proposed Facility in each direction. Service to the south will be provided by a DAS facility in the City of Berkeley. The Proposed Facility will fill a gap in in-building 3G and 4G coverage to the residences along roadways including Ardmore Road, Amherst Avenue, Yale Avenue and Princeton Avenue as well as the western halves of

Oberlin Avenue and Wellesley Avenue and a portion of Arlington Avenue (the "Coverage Gap"). The Coverage Gap includes approximately 45 acres and over 500 residents.

The Proposed Facility will also provide needed in-vehicle 3G and 4G service throughout the residential roadways in the Ardmore Road area for residents, including emergency E911 call locator services used by Contra Costa County first responders. Several County agencies also use AT&T wireless services including Contra Costa Fire District, Contra Costa County Sheriff, the Contra Costa County Emergency Operations Center and Contra Costa County Health Services. In times of crisis such as inland wildfires and earthquakes, the ability of these first responders and critical County agencies to receive resident E911 calls and otherwise use AT&T wireless services when necessary, absent dropped calls and coverage gaps, is critical to the Ardmore Road area.

The Coverage Gap results from the absence of infrastructure in the area. AT&T's existing and approved facilities would provide insufficient coverage in the Ardmore area to provide service to customers in the Ardmore area, let alone address rapidly increasing data usage. Moreover, 4G LTE service coverage has not yet been deployed in this area. To remedy this service Coverage Gap, AT&T needs to install new wireless infrastructure.

AT&T uses industry standard propagation tools to identify the areas in its network where signal strength is too weak to provide reliable in-building service quality. This information is developed from many sources including terrain and clutter databases, which simulate the environment, propagation models that simulate signal propagation in the presence of terrain and clutter variation, drive tests measuring existing radio signals, and signal propagation from test antennas. AT&T designs and builds its network to ensure customers receive reliable in-building service quality.

Exhibit I to this Statement is a map of predicted service coverage from the adjacent planned and approved AT&T DAS nodes to be installed to serve the Kensington area. The map has been prepared using the AT&T proprietary prediction tools described above and includes refinements based upon actual drive test data. The green shaded areas depict areas

within a signal strength range that provide acceptable in-building service coverage. In-building coverage means customers are able to place or receive a call on the ground floor of a building. The quality of service experienced by any individual can differ greatly depending on whether that customer is indoors, outdoors, stationary, or in transit.

Exhibit 2 predicts service coverage based on signal strength in the vicinity of the Proposed Facility with the Proposed Facility and surrounding nodes all operational. As shown, predicted coverage from the Proposed Facility closes the Coverage Gap, providing seamless indoor 3G and 4G service with the surrounding planned and approved nodes.

In addition to these 3G wireless service gap issues, AT&T is in the process of deploying its 4G LTE service in Contra Costa County with the goal of providing the most advanced personal wireless experience available to residents. The AT&T Kensington DAS already approved by the Board of Supervisors are an integral part of this process. 4G LTE is capable of delivering speeds up to 10 times faster than industry-average 3G speeds. What's more, LTE uses spectrum more efficiently than other technologies, creating more space to carry data traffic and services and to deliver a better overall network experience. This is particularly important in Kensington because of the likely high penetration of the new 4G LTE tablets, smart phones, and other LTE devices. As clearly depicted in Exhibit 2, the Proposed Facility will provide new LTE service to 45 acres and over 500 residents of the Ardmore Road area.

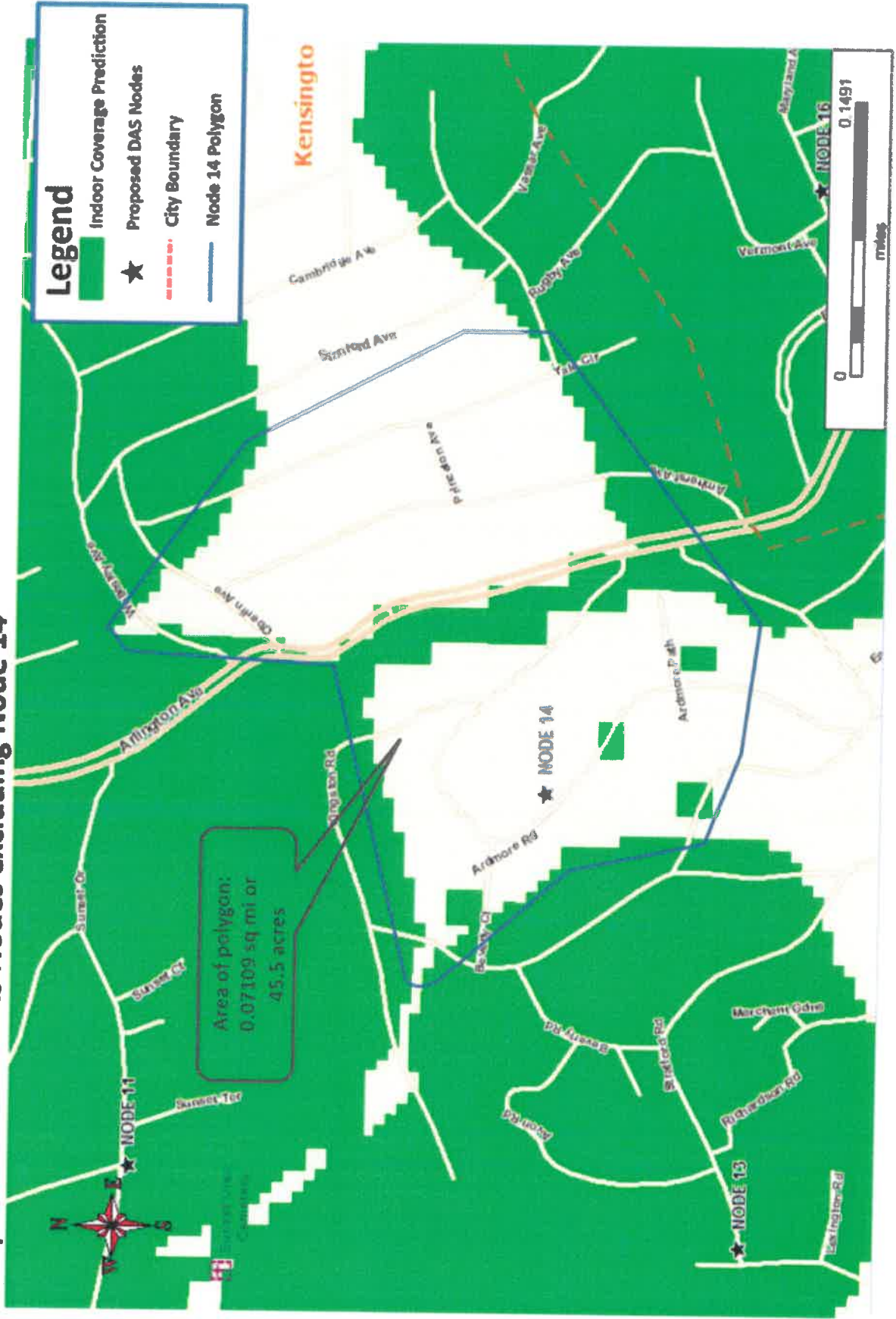
This is also important in part because as existing customers migrate to 4G LTE, the LTE technology will provide the added benefit of reducing 3G data traffic, which can cause capacity issues on the UMTS (3G) network during peak usage periods, especially in light of forecasted increase in usage. AT&T customers are using these services in a manner that caused a 20,000% increase in mobile data usage on AT&T's network between 2007 and 2011. AT&T expects total mobile data volume to grow 8-10 times over the next five years.

The Proposed Facility is essential to close the predicted 45-acre Coverage Gap around Ardmore Road with in-building 3G and 4G service and to provide seamless wireless service throughout the AT&T Kensington DAS network.

  
Dimitri Gogas

January 20, 2014

# Proposed RSCP of DAS Nodes excluding Node 14



**Legend**

- Indoor Coverage Prediction
- Proposed DAS Nodes
- City Boundary
- Node 14 Polygon

Area of polygon:  
0.07109 sq mi or  
45.5 acres

Scale: 0 to 0.1491 miles

North Arrow

Street names: Kensington Ave, Cambridge Ave, Standish Ave, Yawkey Ave, Ruggles Ave, Vermont Ave, Marlboro Ave, etc.

Nodes: NODE 11, NODE 13, NODE 14, NODE 16

## Exhibit 2



# Alternatives Analysis

## PRIMARY CANDIDATE

**OAKN-014B**

**In Front of 110 Ardmore Road**

This DAS Node (Node 14B) is proposed to be constructed on a PG&E utility pole on Ardmore Road in Kensington. The coverage gap to be served by this node is described in the AT&T Mobility Radio Frequency Statement of Significant Coverage Gap dated January 20, 2014 (the "Coverage Gap"). The primary candidate, OAKN-014B, is designed as a pole top extension on PG&E pole #110306453, in the public right-of-way adjacent to 110 Ardmore Road, Kensington (at latitude/longitude 37°54'17.45"N, 122°16'51.04"W). This pole, which is directly adjacent to a large evergreen tree, is situated to the side of a residence. Given the nearby foliage and orientation of nearby residences, AT&T's facility will not result in a view corridor obstruction. AT&T proposed placement of radio equipment on the utility pole and remains willing to implement that design. As requested by the County, the equipment for this proposed facility was approved by the Planning Commission to be located in a ground-mounted equipment cabinet located four feet southeast from the existing pole within the public right-of-way along Ardmore Road.

## **Design Considerations**

In response to comments of the Kensington Municipal Advisory Council and Planning Staff, pole-mounted radio equipment has been relocated to a ground-mounted cabinet. AT&T has not proposed lowering the antennas due to inadequate space on the utility pole for a side mount above 30 feet and due to an adjacent tree that would block radio signal coverage. Based upon resident submitted photographs that failed to show view blockage from the mock facility and evidence from AT&T showing signal blockage from lower antennas, the Planning Staff rescinded its recommendation to lower the antennas and the Planning Commission approved the facility at the originally proposed height.

Following approval by the Board of Supervisors of the Kensington DAS, except for this site, AT&T reevaluated the potential for lowering the antennas to 30 feet. A constant wave study conducted by AT&T RF engineers on January 9, 2014 confirms an approximate 50% loss in in-building coverage from the facility at the lowered antenna height. A photosimulation of the primary candidate with a 30 foot antenna height is attached. A drive test map showing coverage deficiencies from the lowered antennas is also attached.

**Exhibit B**



## **ALTERNATIVES**

### **OAKN-014B-C1**

#### **In front of 97 Ardmore Road**

Alternative 1, OAKN-014B-C1, is PG&E pole #110286165, in the public right-of-way in front of 97 Ardmore Road, Kensington (at latitude/longitude 37°54'19.01"N, 122°16'52.67"W). This pole is situated at the intersection of Ardmore Road and Beverly Ct., directly in front of a residence and across the street from another residence. This site is not feasible because climbing space is obstructed by existing facilities on the pole, including a streetlight and cross arms. Further, this site is not available because a facility there would create a view corridor obstruction. This pole also would need to be reframed to accommodate a pole top extension to house AT&T's facility, or replaced due to its condition.



### **OAKN-014B-C2**

#### **In front of 48 Ardmore Road**

Alternative 2, OAKN-014B-C2, is PG&E pole #110286203, in the public right-of-way in front of 97 Ardmore Road, Kensington (at latitude/longitude 37°54'20.60"N, 122°16'50.45"W). This pole is directly in front of a residence and across the street from another residence. This site is not available because a facility there would create a view corridor obstruction. Further this pole would need to be reframed to accommodate a pole top extension to house AT&T's facility.





### **OAKN-014B-C3**

#### **In front of 46 Ardmore Road**

Alternative 3, OAKN-014B-C3, is PG&E pole #110286167, in the public right-of-way in front of 46 Ardmore Road, Kensington (at latitude/longitude 37°54'20.60"N, 122°16'49.35"W). This pole is situated in front of a residence and across the street from another residence. An adjacent tree provides some screening to the bottom two-thirds of the pole. This site is not feasible because climbing space is obstructed by existing facilities on the pole, including a streetlight and cross arms. Further, this site is not available because a facility there would create a view corridor obstruction. This pole also would need to be reframed to accommodate a pole top extension to house AT&T's facility, or replaced due to its condition.



### **OAKN-014B-C4**

#### **In front of 156 Ardmore Road**

Alternative 4, OAKN-014B-C4, is PG&E pole #110306302, in the public right-of-way in front of 156 Ardmore Road, Kensington (at latitude/longitude 37°54'14.04"N, 122°16'46.61"W). This pole, which is located where Ardmore Path crosses Ardmore Road, is situated in front of a residence and directly across the street from another residence. This site is not feasible because climbing space is obstructed by existing facilities on the pole, including a streetlight and cross arms. Further this pole would need to be reframed to accommodate a pole top extension to house AT&T's facility.



#### **OAKN-014B-C5**

##### **In front of 100 Ardmore Road**

Alternative 5, OAKN-014B-C5, is PG&E pole # 110286201, in the public right-of-way in front of 100 Ardmore Road, Kensington (at latitude/longitude 37°54'18.26"N, 122°16'51.95"W). This pole is situated in front of a residence with no adjacent trees, likely causing view obstruction. This site is not feasible because climbing space is obstructed by existing facilities on the pole, including a transformer and cross arms.



#### **OAKN-014B-C6**

##### **In front of 130 Ardmore Road**

Alternative 6, OAKN-014B-C6, is PG&E pole #110306452, in the public right-of-way in front of 130 Ardmore Road, Kensington (at latitude/longitude 37°54'16.45"N, 122°16'49.65"W). This pole is situated in front of two residences with no adjacent trees for screening. This highly visible pole already supports two cross-arms, a transformer and street light and is likely infeasible for mounting AT&T's DAS antenna. If the pole could be reframed to accommodate a pole-top extension, the elevated antennas would create substantial aesthetic impacts to multiple uphill homes to the east.



### **OAKN-014B-C7**

#### **In front of 137 Ardmore Road**

Alternative 7, OAKN-014B-C7, is PG&E pole #110306451, in the public right-of-way in front of 137 Ardmore Road, Kensington (at latitude/longitude 37°54'15.79"N, 122°16'48.72"W). This pole is situated on the west (downhill) side of the street across the street from an adjacent home to the east with windows facing west. Lower elevation requires a significant pole-top extension to achieve RF coverage that would likely cause view obstruction to homes to the east.



### **OAKN-014B-C8**

#### **Behind 801 Coventry (On Ardmore Road)**

Alternative 8, OAKN-014B-C8, is a PG&E pole in the public right-of-way behind 801 Coventry on Ardmore Road, Kensington (at latitude/longitude 37°54'9.13"N, 122°16'48.19"W). This site is located at the intersection of Coventry Road and Ardmore Road and visible from the street in four directions. The site is screened to the east by trees. Lower pole elevation requires a pole-top extension for adequate RF propagation, which may create view impacts to uphill residences further east above screening trees. A photosimulation of a feasible facility at this location is attached.



#### **OAKN-014B-C9**

##### **In front of 845 Coventry**

Alternative 9, OAKN-014B-C9, is a PG&E pole in the public right-of-way in front of 845 Coventry, Kensington (at latitude/longitude 37°54'13.40"N, 122°16'42.33"W). This site is located at the intersection of Arlington Road and Coventry Road and is visible from the street in four directions. This site is not feasible because climbing space is obstructed by existing facilities on the pole, including a streetlight and two sets of cross arms. Propagation maps prepared for this site reveal an unacceptable gap in the northwest portion of the identified Ardmore Road Coverage Gap.



#### **OAKN-014B-C10**

##### **In front of 3 Ardmore**

Alternative 10, 10-014B-C9, is PG&E pole #110286189, in the public right-of-way in front of 3 Ardmore Road, Kensington (at latitude/longitude 37°54'15.75"N, 122°16'42.76"W). This site is located across from an elevated parking area above 271 Arlington and is adjacent to 3 Ardmore Road. This site is not feasible because climbing space is obstructed by existing facilities on the pole, including a streetlight and four cross arms.



## **OAKN-014B-C11**

### **In front of 13 Ardmore**

Alternative 11, 10-014B-C9, is a PG&E pole in the public right-of-way in front of 13 Ardmore Road, Kensington (at latitude/longitude 37°54'16.69"N, 122°16'44.07"W). This pole is located immediately west of second-story windows facing west with no screening trees. Two levels of cross-arms would require reframing this pole to provide for a 7 foot poletop extension. The poletop extension would cause view obstruction to the adjacent residence to the east.



### **Decorative Streetlights Along Arlington Avenue Commercial Area**

There are no available utility poles along the commercial area of Arlington Avenue between Ardmore Road and Coventry Road. Historic designed light standards are planned for this stretch of Arlington Avenue as well as in the median strip. These historic designed light standards with the illuminating element at the top of the pole are inadequate in height or structure to support an AT&T DAS node, and placement of AT&T antennas and radios on these historic designed light standards would be inappropriate.

## **Conclusion**

AT&T evaluated 12 utility poles in the Ardmore Road area to identify the feasible pole that could provide service to the Coverage Gap with the least aesthetic impacts. The majority of the poles evaluated are infeasible due to a lack of climbing space, required under California Public Utilities Code General Order 95, due to existing facilities on each utility pole. Certain poles were eliminated where coverage maps or constant wave tests showed a lack of signal propagation and inadequate signal to the Coverage Gap. Certain other facilities were rejected due to their visual prominence, lack of screening trees, location at street corners and obvious view impact to adjacent residences. Based on its analysis, AT&T considers the primary candidate to be the least intrusive utility pole for providing in-building service to the Coverage Gap.



## Map of Alternatives





Existing



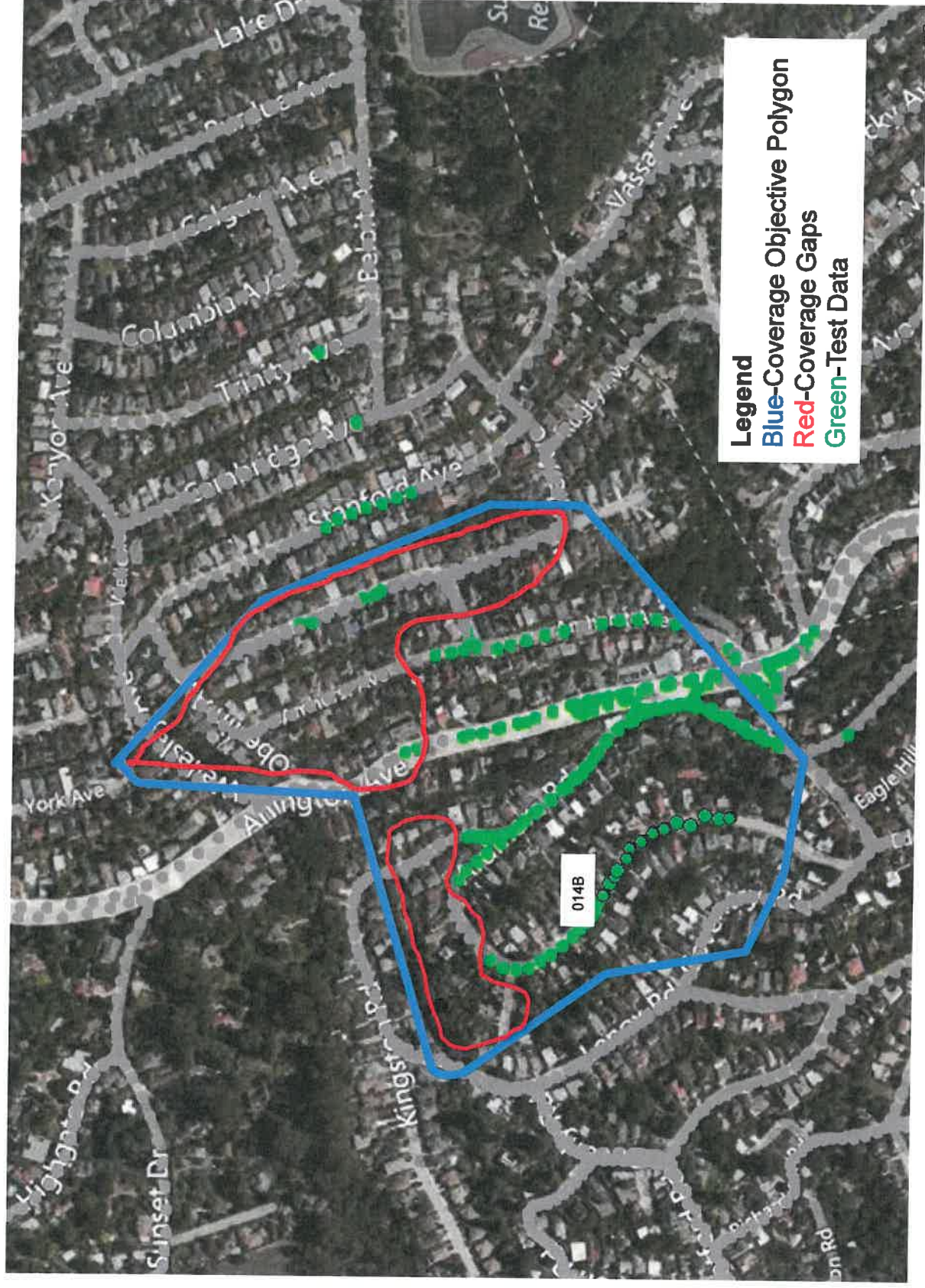
view from Ardmore Road looking northwest at site  
110 Ardmore Road, Kensington, CA  
Oak Hills AT&T North Network Node 014B

Proposed





# OAK Node 14B at Antenna Centerline 29 FT – Indoor Coverage





*Existing*



*Proposed*



*view from Coventry Road looking north at site*

**AdvanceSim**  
Project 200-100-0000-0000  
Copyright © 2000-2001



801 Coventry Road, Kensington, CA  
Oakhills AT&T North Network Node 0140







**FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #LP13-2020:  
NEW CINGULAR WIRELESS – AT&T MOBILITY (Applicant), CONTRA COSTA  
COUNTY/NORTHERN CALIFORNIA JOINT POLE ASSOCIATION (Owners)**

**FINDINGS**

**A. Growth Management Performance Standards**

1. Traffic: The project will not significantly increase existing traffic levels in the area. However, there will be a temporary increase in traffic as a result of the construction phase of the project which is anticipated to take 5-7 days. The applicant will be required to obtain an encroachment permit from the Public Works Department, as this project is located within the public right-of-way. One additional truck and employee may be temporarily located at the work site to assist in traffic management. The facility will require routine maintenance which will be 1 to 2 visits a month. Street parking is available in the immediate area to accommodate maintenance vehicles. According to County records, no other wireless providers are currently proposed at this site.
2. Water: The proposed equipment will be located on an existing utility pole; therefore, staff is not recommending vegetative screening for this project. Consequently, the project will not increase the demand for water supplies in the area or for the subject site. Additionally, the East Bay Municipal Utilities District has reviewed the project and has indicated that they did not have any concerns with the proposal as submitted.
3. Sanitary Sewer: The project will not increase the demand for sanitary sewer service in the area as the project is to be un-manned. Therefore, the project does not involve any toilets or sanitary sewer facilities. The Stege Sanitary District has reviewed the project submittal and has returned an Agency Comment Request indicating that they did not have any comments on this application.
4. Fire Protection: The project will not significantly increase the demand for fire protection at the site. There are no fuel cells or back-up generators proposed for this site.
5. Public Protection: The project will not increase the demand for police service facilities; on the contrary, the project will improve wireless telecommunication services in the area which is considered to be a benefit during emergency situations.
6. Parks & Recreation: The project will not increase the demand for parks or recreation facilities, as the project will not increase the housing stock in the County.
7. Flood Control & Drainage: The subject site is not located within a Federal Emergency Management Agency-designated special flood hazard zone. Therefore, the project will not create a hazard associated with any existing physical conditions at the site.

**B. Land Use Permit Findings**

1. *That the proposed project shall not be detrimental to the health, safety and general welfare of the County.*

Finding: As previously mentioned, the Federal Communications Commission (FCC) has adopted standards for public exposure, as well as, occupational exposure to electromagnetic fields (EMF). Compliance with these standards is considered to be evidence that the project does not present health and safety risks. Therefore, the applicant has submitted an EMF report, dated August 20, 2013, indicating that the EMF strength for this project falls within the FCC limit for public exposure.

2. *That the proposed project shall not adversely affect the orderly development within the County or the community.*

Finding: The proposed equipment is so compact and innocuous that granting AT&T a 10 year conditional use permit for the installation and operation of the proposed project cannot reasonably be expected to influence the orderly development of property within the County. Additionally, as discussed in the staff report, the project as conditioned is consistent with applicable policies of the County's 2005-2020 General Plan for the Kensington area, as well as, the 1998 Telecommunications Policy.

3. *That the proposed project shall not adversely affect the preservation of property values and the protection of the tax base within the County.*

Finding: The project site is located within the Ardmore Road right-of-way. As proposed, the project would not require the existing pole to be extended to accommodate the 2 antennas and associated electrical equipment. According to the photographs of the subject pole as seen from adjacent properties, the project will not block any views and only represent a minor change to the physical conditions of the site and area. Furthermore, no tree removal is required to attach the proposed electrical equipment to the pole or to establish the required electrical power for the facility.

Due to the relatively small scope of the project, staff does not anticipate that the operation of one cell site at the subject location will limit the potential range of uses at the site or on adjacent properties. No evidence has been provided to staff that confirms cell sites lower property value. Therefore, the project will not adversely affect the preservation of property values and the protection of the tax base within the County.

4. *That the proposed project as conditioned shall not adversely affect the policy and goals as set by the General Plan.*

Finding: The General Plan designation for the site is Single-Family Residential-High Density (SH). Accordingly, the site in general is primarily developed with single-family homes, streets, sidewalks and the public utilities which serve the area. As new services are made available to residential customers (e.g., satellite cable and associated antennas), the supporting infrastructure must be upgraded to address the new services. The wireless technology proposed with this application, will allow AT&T to attach two

relatively small antennas and associated electrical equipment to an existing utility pole in the public right-of-way. The subject pole currently supports electrical power, cable and telephone landline services. Therefore, AT&T's proposal is consistent with the existing uses at the site, immediate area and intent of the SH General Plan designation in which it is situated.

The 2005-2020 Contra Costa County General Plan also prescribes that many localized scenic vistas, major ridgelines and views of the San Francisco Bay/Delta area, are components of the County's environmental setting which are perceived by many as desirable. The General Plan policies for the Kensington area provide that items such as; parking, views and design compatibility should be considered as part of the application process. As conditioned, the proposed equipment will not block any views currently had by adjacent residents. The photosimulations submitted for this project; show that the slim design of the equipment will reduce the visual intrusiveness of the proposed equipment. Therefore, the proposed wireless telecommunications facility complies with the policies and goals set by the General Plan for the Kensington area.

5. *That the proposed project shall not create a nuisance and/or enforcement problem within the neighborhood or community.*

Finding: The project, as conditioned, will not create a nuisance and/or enforcement problem within the neighborhood or community. There has been no record of code enforcement issues with these types of facilities. Nevertheless, the applicant has submitted a noise study dated July 30, 2013, indicating that the equipment proposed will meet the 2005-2020 Contra Costa County General Plan residential noise limits. Furthermore, if approved, the applicant will be required to submit 3-year condition of approval compliance reviews in order for the County to evaluate the on-going compliance efforts by AT&T.

6. *That the proposed project as conditioned shall not encourage marginal development within the neighborhood.*

Finding: The proposed cell site is consistent with the allowable uses in R-6,-TOV,-K Zoning District. The R-6,-TOV,-K Zoning District also clearly defines the other types of uses determined to be appropriate for the subject site and area. The project will increase the wireless services to an area of the County currently experiencing poor coverage/capacity. Therefore, staff does not anticipate that the project will encourage marginal development within the neighborhood.

7. *That special conditions or unique characteristics of the subject property and its location or surroundings are established.*

Finding: Kensington is unique with its steep slopes and undulating topography. Cell sites require a reasonably clear line-of-sight to function properly. As a result, AT&T has proposed to install the subject project, as well as five other strategically placed cell sites to accommodate for the line-of-sight challenges in the area. The subject site is located within the public right-of-way along Ardmore Road and does not require the removal

of any trees or grading. There are no other concurrent applications that propose to develop this site. Therefore, establishment of the subject wireless facility will not significantly alter the physical or visual characteristics that currently exist at the site or within the immediate vicinity.

## **CONDITIONS OF APPROVAL**

### **Project Approval**

1. \_\_\_\_\_ Development is approved as generally described in the application materials received by the Department of Conservation and Development/Community Development Division (CDD) on, January 24, 2013 (revised plans dated, June 19, 2013) and subject to the conditions below.

### **Administrative Review**

2. \_\_\_\_\_ This land use permit is granted for a period of ten (10) years and shall be administratively reviewed at three-year intervals. The applicant shall initiate the first review by submitting a statement as to the current status of the project to CDD no later than three (3) years following the effective date of the project approval. This review by CDD will be for the purpose of ensuring continued compliance with the conditions of permit approval.

Non-compliance with the approved conditions and/or the ordinance code provisions after written notice thereof shall be cause for revocation proceedings.

For the review of existing commercial wireless telecommunication facilities, submittal shall include photo documentation of existing conditions and equipment for comparison with the applicable approved conditions.

The applicant is encouraged, at the time of each administrative review, to review the design of the telecommunications facility and make voluntary upgrades to the facility for the purpose of improving safety and lessening visual obtrusiveness.

A review fee in the amount of \$500.00 (subject to time and materials) will be filed through a Compliance Review Application to allow for review of the approved conditions.

### **Initial Compliance Report Required Prior to the Issuance of a Building Permit**

3. \_\_\_\_\_ **30 days prior to the issuance of a building permit**, the applicant shall submit a report addressing compliance with the conditions of approval for review and approval by CDD staff. The report shall list each condition followed by a description of what the applicant has provided as evidence of compliance with that condition. CDD staff may reject the report if it is not comprehensive with respect to applicable requirements for the requested permit. The deposit for review of the Compliance Report is \$500.00; the actual fee shall be time and materials.



## Replacement of Equipment

4. \_\_\_\_\_ The replacement of existing equipment may be done administratively (without the submittal of a Land Use Permit) after review and approval by CDD staff. The replacement of equipment will need to conform to the following:

- A. The proposed replacement equipment will not create a greater visual impact on the surrounding area and will not increase the risk to public health or safety; and
- B. Will not otherwise conflict with the permit conditions.

An additional review fee in the amount of \$500.00 (subject to time and materials) will be filed through a Compliance Verification Application to allow for review of the equipment to be replaced. This condition shall not require prior approval to replace malfunctioning equipment where necessary to restore or maintain service. Nothing in this condition shall excuse the applicant from obtaining a building or electrical permit where otherwise required under the applicable code.

A new land use permit approval will be necessary prior to the installation of any equipment that does not satisfy Criteria A and B above, or prior to co-location by another carrier.

## Financial Assurance

5. \_\_\_\_\_ **30 days prior to the issuance of a building permit**, the applicant or permittee shall provide financial guarantee, which shall be indexed annually for inflation, satisfactory to CDD staff, for the removal of the facility in the event that the use is abandoned or the use permit expires, or is revoked, or otherwise terminated.

If the owner or lessee does not remove any obsolete or unused equipment, as described above, the financial guarantee shall be used by the County to remove any obsolete or unused facilities and to return the site to its pre-development condition. Any unused financial guarantee shall be returned to the applicant upon termination of the use and removal of the facility or transfer of the lease accompanied by a financial guarantee by the new lessee or owner.

## Removal of Facility/Site Restoration

6. \_\_\_\_\_ All structures and equipment associated with the applicant's commercial wireless telecommunications facility shall be removed within 30 days of the discontinuance of the use and the site shall be restored by the permittee to its original pre-development condition.

In the event that County staff receives confirmation that the overhead utilities attached to this pole are to be undergrounded, the applicant shall remove the subject wireless facility within 30 days of written notice by this Department. Additionally, in the event a macro site is developed, or another alternative is



discovered that allows for the removal of the subject site while still providing the permittee an opportunity to provide the intended coverage, the permittee shall remove the approved equipment in favor of the visually less intrusive alternative.

#### General Provisions

7. \_\_\_\_ Any deviation from or expansion beyond the limits of this permit approved under this application may require the filing and approval of a request for modification of the Land Use Permit.
8. \_\_\_\_ The conditions contained herein shall be accepted by the applicant, his agents, lessees, survivors or successors for continuing obligation.
9. \_\_\_\_ All commercial wireless telecommunication facilities shall comply at all times with all Federal Communications Commission (FCC) rules, regulations and standards, and any other applicable federal, state or County law or regulation.
10. \_\_\_\_ Facilities shall be operated in such a manner so as not to contribute to ambient RF/EMF emissions in excess of then current FCC adopted RF/EMF emission standards.
11. \_\_\_\_ The equipment and accessory structures shall be maintained in good condition over the term of the permit. This shall include keeping the lease area clean and free of trash accumulation and the structures graffiti-free. In the event a piece of equipment needs to be repainted, the applicant shall paint the entire unit to ensure a uniform appearance.
12. \_\_\_\_ Antennas, cabinets and mountings shall not be used for advertising.
13. \_\_\_\_ No lights and no signage beyond what is required by this permit and the Federal Communications Commission shall be allowed.

#### Frequency Interference

14. \_\_\_\_ **30 days prior to the issuance of a building permit**, the applicant shall submit a letter, on AT&T letterhead, agreeing to participate in a County-wide program to resolve frequency interference problems.

#### Exterior Noise

15. \_\_\_\_ **Within 30 days of issuance of the final building permit**, the applicant shall submit evidence for review and approval by the CDD staff that the wireless telecommunications facility meets acceptable exterior noise level standards as established in the Noise and Land Use Compatibility Guidelines contained in the Noise Element of the County General Plan. The noise levels considered for this site shall be the aggregate of the approved equipment, as well as, any existing equipment on the subject pole. The evidence shall include actual noise monitoring

data recorded at the site. The report shall be prepared by a consultant chosen by CDD staff and paid for by the applicant.

The facility shall be kept in good working order at all times so that noise levels do not increase above 60 decibels over the life of the project. If the noise emanating from the facility increases above 60 decibels for any reason, then the applicant shall take immediate corrective action (for example, replace the fan).

### Camouflaging

16. \_\_\_\_ A. All proposed antennas, antenna supports, and conduits shall have a non-reflective finish. Paints with a reflectivity less than 55 percent are required. All equipment shall be painted to match its surroundings (e.g., light brown for the antennas, supports and equipment boxes).
- B. Color photographs showing the as-built condition shall be submitted for review of the CDD staff to verify compliance with this Condition of Approval within 30 days of completing construction.
17. \_\_\_\_ Prior to construction, the applicant, CDD and Public Works Department must engage adjacent neighbors to identify and provide the least impactful aesthetic options for the proposed project (e.g., colors) to ensure the project is consistent with this particular residential street.

### Work Restrictions

18. \_\_\_\_ The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties, and to nearby uses. This shall be communicated to all project-related contractors and maintenance personnel.
19. \_\_\_\_ The project sponsor shall require their contractors and subcontractors to fit all internal combustion engines with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.
20. \_\_\_\_ The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.
21. \_\_\_\_ Non-emergency maintenance, construction, and other activities on the site related to this use are restricted to the hours of 8:30 A.M. to 5:00 P.M., Monday through Friday, and shall be prohibited on State and Federal holidays on the calendar dates that these holidays are observed by the State or Federal government as listed below:

New Year's Day (State and Federal)  
Birthday of Martin Luther King, Jr. (State and Federal)  
Washington's Birthday (Federal)  
Lincoln's Birthday (State)  
President's Day (State and Federal)

Cesar Chavez Day (State)  
Memorial Day (State and Federal)  
Independence Day (State and Federal)  
Labor Day (State and Federal)  
Columbus Day (State and Federal)  
Veterans Day (State and Federal)  
Thanksgiving Day (State and Federal)  
Day after Thanksgiving (State)  
Christmas Day (State and Federal)

For specific details on the actual day the state and federal holidays occur, please visit the following websites:

Federal Holidays:

[http://www.opm.gov/Operating\\_Status\\_Schedules/fedhol/2013.asp](http://www.opm.gov/Operating_Status_Schedules/fedhol/2013.asp)

California Holidays:

<http://www.ftb.ca.gov/aboutFTB/holidays.shtml>

### Party Responsible for Permit Compliance

22. \_\_\_\_\_ The permittee (wireless facility operator) is responsible for keeping CDD informed of who is responsible for maintenance of compliance with this permit and how they may be contacted (e.g. mailing and email addresses, telephone number) at all times.
- A. **30-days prior to the issuance of a building permit**, the permittee shall provide the name of the party (carrier) responsible for permit compliance and their contact information.
- B. Should the responsible party subsequently change (e.g., facility is acquired by a new carrier), within 30 days of the date of the change, the permittee shall issue a letter to CDD on the name of the new party who has been assigned permit compliance responsibility and their contact information. Failure to satisfy this condition may result in the commencement of procedures to revoke the permit.

### Application Costs

23. \_\_\_\_\_ This application is subject to an initial application deposit of \$2,700.00 which was paid with the application submittal, plus time and material costs if the application review expenses exceed 100% of the initial deposit. **Any additional costs due must be paid within 60 days of the permit effective date or prior to use of the permit, whichever occurs first.** The applicant may obtain current costs by contacting the project planner. If you owe additional fees, a bill will be sent to you shortly after permit issuance.

## **PUBLIC WORKS CONDITIONS OF APPROVAL**

Applicant shall comply with the requirements of Title 8, Title 9 and Title 10 of the Ordinance Code. Any exception(s) must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plans submitted to the Department of Conservation and Development, Community Development Division, on June 19, 2013.

**COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT AND PRIOR TO INITIATION OF THE USE PROPOSED UNDER THIS PERMIT.**

### **Access to Adjoining Property - Proof of Access**

24. \_\_\_\_ Applicant shall furnish proof to the Public Works Department of the acquisition of all necessary rights-of-way, rights of entry, permits, and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements and cell site improvements.

### **Encroachment Permit**

25. \_\_\_\_ Applicant shall obtain an encroachment permit from the Application and Permit Center for construction of improvements within the right-of-way.

### **Proof of Franchise Agreement/Owner of Light Pole Authorization**

26. \_\_\_\_ For cell sites within the public right-of-way, the applicant shall provide evidence to the Public Works Department, Real Property Division that they are included in the statewide franchise agreement issued by the CPUC (California Public Utilities Commission); or, if unable to do so, the applicant shall enter into a license agreement with the County.

## **ADVISORY NOTES**

**ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL; THEY ARE PROVIDED TO ALERT THE APPLICANT TO ADDITIONAL ORDINANCES, STATUTES, AND LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES THAT MAY BE APPLICABLE TO THIS PROJECT.**

- A. Additional requirements may be imposed by the Fire District, Water District, Sanitary District or the Building Inspection Division. It is advisable to check with these agencies prior to requesting a building permit or proceeding with the project.
- B. The Building Inspection Division will require three full sized sets of building plans which must be stamped by the Community Development Division and by the Sanitary District prior to issuance of building permits.

- C. The project sponsor is required by the FCC to work with neighbors to correct any interference to telephones, televisions or other electronic equipment caused by wireless telecommunication facilities.
- D. NOTICE OF OPPORTUNITY TO PROTEST FEES, ASSESSMENTS, DEDICATIONS, RESERVATIONS OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

Pursuant to California Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations or exactions required as part of this project approval. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and must be delivered to the Community Development Division within a 90-day period that begins on the date that this project is approved. If the 90<sup>th</sup> day falls on a day that the Community Development Division is closed, then the protest must be submitted by the end of the next business day.



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren  
Date: February 25, 2014

Subject: Partially close a portion of Willow Pass Road between Marin Avenue and Manor Drive, on May 26, 2014 for Bay Point Memorial Day Parade, Bay Point area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2014/57 approving and authorizing the Public Works Director, or designee, to partially close a portion of Willow Pass Road between Marin Avenue and Manor Drive, on May 26, 2014 from 10:00 a.m. through 11:00 a.m., for the purpose of the Bay Point Memorial Day Parade, Bay Point area. (District V)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Applicant shall follow guidelines set forth by the Public Works Department.

**CONSEQUENCE OF NEGATIVE ACTION:**

Applicant will be unable to close the road for planned activities.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Bob Hendry,  
925-674-7744

By: , Deputy

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

Adopted this Resolution on 02/25/2014 by the following vote:

**AYES:** ☐

**NOES:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2014/57**

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to partially close a portion of Willow Pass Road between Marin Avenue and Manor Drive, on May 26, 2014 from 10:00 a.m.. through 11:00 a.m., for the purpose of the Bay Point Memorial Day Parade, Bay Point area. (District V)

RC14-2

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Bay Point Garden Club to partially close Willow Pass Road between Marin Avenue and Manor Drive, except for emergency traffic, on May 26, 2014 for the period of 10:00 a.m. through 11:00 a.m., subject to the following conditions:

1. Traffic will be detoured via neighboring streets per traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Bay Point Garden Club shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

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

**Contact: Bob Hendry, 925-674-7744**

**ATTESTED: February 25, 2014**

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

By: , Deputy

**cc:** Permit Center, B. Hendry



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren  
Date: February 25, 2014

Subject: Establish restricted parking on portions of Rolph Avenue (Road No. 2294G), Crockett area. (District V)

**RECOMMENDATION(S):**

ADOPT Traffic Resolution No. 2014/4404 to prohibit parking between 7:00 a.m. and 3:00 p.m. on school days on the west side of Rolph Avenue (Road No. 2294G), and prohibit parking of vehicles 6 feet or higher, or 20 feet or longer, at all times on both sides of Rolph Avenue (Road No. 2294G); and, RESCIND Traffic Resolution No. 1969/1612, as recommended by the Public Works Director, Crockett area.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Parking restrictions were requested by the Crockett Police Liaison Committee and the School District in an effort to improve traffic safety in the vicinity of John Swett High School.

**CONSEQUENCE OF NEGATIVE ACTION:**

Unable to use the local authorities' power to enforce the California Vehicle Code.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Monish Sen (925)  
313-2187

By: , Deputy

cc:



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

Adopted this Traffic Resolution on February 25, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**RESOLUTION NO. 2014/4404**  
**Supervisory District V**

SUBJECT: Establish restricted parking on portions of Rolph Avenue (Road No. 2294G),  
Crockett area.

The Contra Costa County Board of Supervisors RESOLVES that:

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

Pursuant to Section 22507 of the California Vehicle Code, parking is hereby declared to be prohibited from 7:00 a.m. to 3:00 p.m. on school days, on the west side of Rolph Avenue (Road No. 2294G), beginning 848 feet north of the centerline of Pomona Street (Road No. 2191A) and extending northerly a distance of 170 feet.

Thence, also pursuant to Section 22507 of the California Vehicle Code, parking is hereby declared to be prohibited at all times for vehicles 6 feet or higher, or 20 feet or longer, on both sides of Rolph Avenue (Road No. 2294G), Crockett Area

Traffic Resolution No. 1969/1612 pertaining to 10 minute parking restrictions on the east side of Rolph Avenue is hereby rescinded.

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

MS:kh

Orig. Dept.: Public Works (Traffic)  
Contact: Monish Sen (925-313-2187)

c: California Highway Patrol  
Sheriff's Department

ATTESTED: \_\_\_\_\_  
DAVID TWA, Clerk of the Board of Supervisors and  
County Administrator

By \_\_\_\_\_,  
Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren  
Date: February 25, 2014

Subject: Establish speed limits on Cummings Skyway (Road No. 1991 & 1991A), Crockett area. (Dist. V)

---

**RECOMMENDATION(S):**

ADOPT Traffic Resolution No. 2014/4405 to establish speed limits on Cummings Skyway (Road No. 1991 & 1991A), and RESCIND Traffic Resolution Nos. 1971/1730 and 2003/4014, as recommended by the Public Works Director, Crockett area.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The establishment of speed limits on this roadway, based on an Engineering and Traffic Survey, is necessary to allow enforcement of said speed limits by local authorities.

**CONSEQUENCE OF NEGATIVE ACTION:**

Unable to use local authorities' power to enforce the California Vehicle Code.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Monish Sen (925)  
313-2187

By: , Deputy

cc:

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

Adopted this Traffic Resolution on February 25, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**RESOLUTION NO. 2014/4405**  
**Supervisory District V**

SUBJECT: Establish speed limits on Cummings Skyway (Road No. 1991 & 1991A),  
Crockett area.

The Contra Costa County Board of Supervisors RESOLVES that:

On the basis of an engineering and traffic survey and recommendations thereon by the County Public Works Department's Transportation Division, and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established (and other action taken, as indicated):

Pursuant to Section 22358 and Section 627 of the California Vehicle Code, no vehicle shall travel in excess of 40 miles per hour on Cummings Skyway (Road No. 1991A), beginning at San Pablo Avenue (Road No. 0971C) and extending southerly to Interstate 80;

THENCE, pursuant to 22349 of the California Vehicle Code, no vehicle shall travel in excess of 55 miles per hour on that portion of Cummings Skyway (Road No. 1991), beginning at Interstate 80 and extending southerly to the intersection of Barry Hill Road (Road No. 2583), Crockett.

Traffic Resolution Nos. 1971/1730 and 2003/4014, pertaining to the speed limits on Cummings Skyway, are hereby rescinded.

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

MS:kh

Orig. Dept.: Public Works (Traffic)  
Contact: Monish Sen (925-313-2187)

c: California Highway Patrol  
Sheriff's Department

ATTESTED: \_\_\_\_\_  
DAVID TWA, Clerk of the Board of Supervisors and  
County Administrator

By \_\_\_\_\_,  
Deputy

**TRAFFIC RESOLUTION NO. 2014/4405**



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren  
Date: February 25, 2014

Subject: I-80/San Pablo Dam Road Interchange Project-Phase 1, San Pablo area. Project Number  
4660-6X4170

**RECOMMENDATION(S):**

APPROVE the Right of Way Contract and ACCEPT the Grant Deed dated January 27, 2014 from Cestmir Herstus and Mary Catherine McGinley, Trustees of the Cestmir Herstus and Mary Catherine McGinley 1999 Revocable Trust for 5303 Riverside Avenue, San Pablo, Assessor's Parcel No. 417-041-006.

AUTHORIZE Public Works Director, or designee, to execute said Right of Way Contract on behalf of Contra Costa County (County).

APPROVE payment of \$285,000 for said property rights payable by the Contra Costa Transportation Authority (CCTA) to North American Title Company, Inc., Escrow No.: 54606-1135074-12.

DIRECT the Real Estate Division to have the above referenced Grant Deed delivered to the Title Company for recording in the Office of the County Recorder. (Project No. 4660-6X4170)

**FISCAL IMPACT:**

100% Contra Costa Transportation Authority Funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Debra L. Baker (925)  
313-2224

By: , Deputy

cc:

**BACKGROUND:**

These property rights are required for the I-80/San Pablo Dam Road Interchange Project-Phase 1 in accordance with the approved plans and specifications.

**CONSEQUENCE OF NEGATIVE ACTION:**

The project will not have sufficient land rights to allow construction in accordance with the approved plans and specifications.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**RIGHT OF WAY CONTRACT -- STATE HIGHWAY**

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Page 1 of 5

\_\_\_\_\_, California

\_\_\_\_\_, 2014

District	County	Route	Post Mile	Exp. Auth.
4	CC	80	3.8-5.3	WO #4170 / OA0811

**(Use SAME date as DIRECTOR's signature date)**

GRANTOR: Cestmir Hertus and Mary Catherine McGinley, TRUSTEES OF THE Cestmir Hertus and Mary Catherine McGinley 1999 Recoverable Trust

Document No. 63743 in the form of a Grant Deed, covering the property particularly described in the above instrument has been executed and delivered to Debra L. Baker, Supervising Real Property Agent for Contra Costa County.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) County requires said property described in Document No. 63743 for State highway purposes, a public use for which County has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and County is compelled to acquire the property.

In both Grantor and County recognize the expense, time, effort, and risks to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The County shall:

- (A) Pay the undersigned Grantor(s) the sum of Two Hundred Eighty Five Thousand and 00/100 and No/100 (\$285,000.00) (Purchase Price) for the property or interest conveyed by above document when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
  - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- d. Other approved exceptions, if any.

Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.

- (B) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
- 3. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on notes secured by mortgages, or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages shall, upon demands, be made payable to the mortgagees or beneficiaries entitled thereunder; said mortgagees or beneficiaries to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgages or deeds of trust.
  - 4. The Grantor shall retain possession of the property conveyed up to and including the date of recording of the deed conveying title to County upon compliance by the Grantor with the conditions of this contract. All rents and all security money collected by Grantor applicable to any period thereafter shall be paid to the County. Either party hereto collecting rents or security money to which the other party is entitled shall forthwith pay such amount to the other as is necessary to comply with the provision of this clause.
  - 5. By this Agreement, County and Grantor establish an escrow (Escrow) with North American Title Company, 4255 Hopyard Road, Suite 1, Pleasanton, CA 94588 their Escrow No.54606-1135074-12 (Title Company). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the County's Real Property Agent assigned to oversee this property acquisition will select an alternate title company to handle the transaction, and notify Grantor in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the Title Company for purposes of this Agreement.
-



Grantor hereby authorizes County to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantor, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the property conveyed.

- (A) On or before the Close of Escrow, Grantor will deliver to County or into Escrow with said Title Company the following documents:
    - a. The Grant Deed, in recordable form and properly executed on behalf of Grantor, conveying to County the property in fee simple absolute, subject only to the Approved Exceptions NONE as shown on the preliminary title report No. 54606-1135074-12 (UPDATE NO. 1), dated October 24, 2014.
    - b. Copies of any effective leases, rental agreements, or any other agreements, if any, which the County has agreed in writing are to remain in effect after County takes title.
  - (B) Prior to the Close of Escrow, County will deposit the Purchase Price into Escrow with said Title Company.
6. Escrow shall close upon the conveyance of the property to the County (Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:
- (A) Record the Grant Deed, marked for return to the County care of Debra L. Baker, Supervising Real Property Agent for the County (which shall be deemed delivered to the County);
  - (B) Issue the Title Policy, if requested to do so by the County;
  - (C) Prorate taxes, assessments, rents and other charges as provided by this Agreement;
  - (D) Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;
  - (E) Prepare and deliver to the County and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantor and the County and retain all funds and documents pending receipt of further instructions from the County.

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**RIGHT OF WAY CONTRACT -- STATE HIGHWAY**

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Page 4 of 5

7. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month and the Grantor further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantors for a period exceeding one month.
8. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.
9. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property which may have occurred prior to Grantor taking title to the property.

The Purchase Price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

10. Grantor intends to use the proceeds under IRC Section 1031.

*CH*  
*/1033* *meeting*  
*DLB*

**RIGHT OF WAY CONTRACT -- STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

Page 5 of 5

*In Witness Whereof*, the Parties have executed this agreement the day and year first above written.

CONTRA COSTA COUNTY  
Recommended to the Board of Supervisors  
for Approval:

By   
Supervising Real Property Agent

By \_\_\_\_\_  
Principal Real Property Agent

GRANTOR

By Mary Catherine McGinley  
TRUSTEE, Mary Catherine McKinley  
McGinley

By   
TRUSTEE, Cestmir Hertus  
HERSTUS CH

Date: 1-18-2014

APPROVED:

By \_\_\_\_\_  
Julia R. Bueren  
Public Works Director

Date: \_\_\_\_\_  
(Date of Approval)

**COPY**

Recorded at the request of:  
Contra Costa Transportation Authority

Return to:  
Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Debra L. Baker

Assessor's Parcel No. 417-041-006  
North American Title Co. Order No. 54606-1135074-12

## **GRANT DEED**

For Value Received, receipt of which is hereby acknowledged,

**CESTMIR HERSTUS AND MARY CATHERINE MCGINLEY, TRUSTEES OF THE CESTMIR  
HERTUS AND MARY CATHERINE MCGINLEY 1999 REVOCABLE TRUST**

GRANTS to **CONTRA COSTA COUNTY**, a political subdivision of the State of California,

The following described real property in the City of San Pablo, County of Contra Costa, State of California,

**FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

Date 1-27-2014

GRANTOR

By: Mary Catherine McGinley  
Mary Catherine McGinley, Trustee

By: Cestmir Herstus  
Cestmir Herstus, Trustee

**ATTACH APPROPRIATE ACKNOWLEDGMENT**

DLB:jc

G:\realprop\I80 San Pablo Dam Road\Phase I\Grant Deeds\DE.01 Grant Deed - Herstus, TRE.doc



To: Board of Supervisors  
 From: Julia R. Bueren  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: APPROVE the Stone Valley Road Bike Lane Gap Closure Project and related actions under the California Environmental Quality Act.

**RECOMMENDATION(S):**

APPROVE the Stone Valley Road Bike Lane Gap Closure Project and AUTHORIZE the Public Works Director, or designee, to advertise the project, Alamo area. County Project No.: 0662-6R4209, DCD-CP#07-91 (District II)

DETERMINE the project is a California Environmental Quality Act (CEQA), Class 2 Categorical Exemption, pursuant to Article 19, Section 15302 of the CEQA Guidelines; and

DIRECT the Director of Conservation and Development to file a Notice of Exemption with the County Clerk; and

AUTHORIZE the Public Works Director to arrange for payment of a \$25 fee to Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

**FISCAL IMPACT:**

This project will be funded by 62% Transportation for Livable Communities Grant; 38% Alamo Area of Benefit Funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: K. Birden, 925-313-2190

By: , Deputy

### BACKGROUND:

The project consists of the closure of an approximately one (1) mile long gap in the bike lane between Round Valley Drive and Alamo Hills Drive. The gap closure will allow a continuous class II bike facility along the south side of Stone Valley Road. The project will widen the north and south sides of the roadway along the length of the project from one to four and a half feet, depending on the existing roadway width. The project will add striping for the bike lanes and construct one median island. The project will include replacement of the existing curbs and dikes with Portland Cement Concrete (PCC) curb, Asphalt Concrete (AC) dike and gutter. Three drainage inlets will need to be relocated to accommodate the widened bike lane. Two locations (east and west of the intersection of Justin Morgan Dr. and Stone Valley Road) along the project site may require an approximately three foot tall, 500 foot long retaining wall along the side of the road to support the adjoining slope after construction. A Rectangular Rapid Flashing Beacon (RRFB) will be constructed at the existing crosswalk of Roundhill Drive. One existing crosswalk at Alamo Hills Drive will be removed. Sidewalk along the south side of Stone Valley Drive will be constructed from Roundhill Drive to Alamo Hills Drive. In order to accommodate the bike lane, the minor reconstruction of a hardscape median (narrowing by 1 foot) may be required. In order to minimize damage to any nearby trees, any roots exposed during excavation will be cut cleanly and tree branches will be trimmed. Three ornamental trees will be removed due to the project. Real property transactions may be necessary in support of this project. At least one lane of traffic will be open at all times during construction activities and emergency services access will be provided for at all times. Utilities may need relocation as a result of the project.

### CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

### CHILDREN'S IMPACT STATEMENT:

Not applicable.



PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE

PROJECT # 0662-6R4209  
CP# 07-91

PROJECT NAME: Stone Valley Road Bike Lane Gap Closure

PREPARED BY: Kimani Birden *cg*

DATE: January 14, 2014

APPROVED BY: *[Signature]*

DATE: 1-27-14

RECOMMENDATIONS:

☒ Categorical Exemption (**Class 2**)

☐ Negative Declaration

☐ Environmental Impact Report Required

☐ Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of the replacement of existing structures and facilities where the new structure will be located on the same site as the existing structure replaced and will have substantially the same purpose and capacity as the structure replaced, pursuant to section 15302 of the CEQA guidelines.

What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet:  
*LasTrampas Ridge*

Base Map Sheet #:  
*R-15*

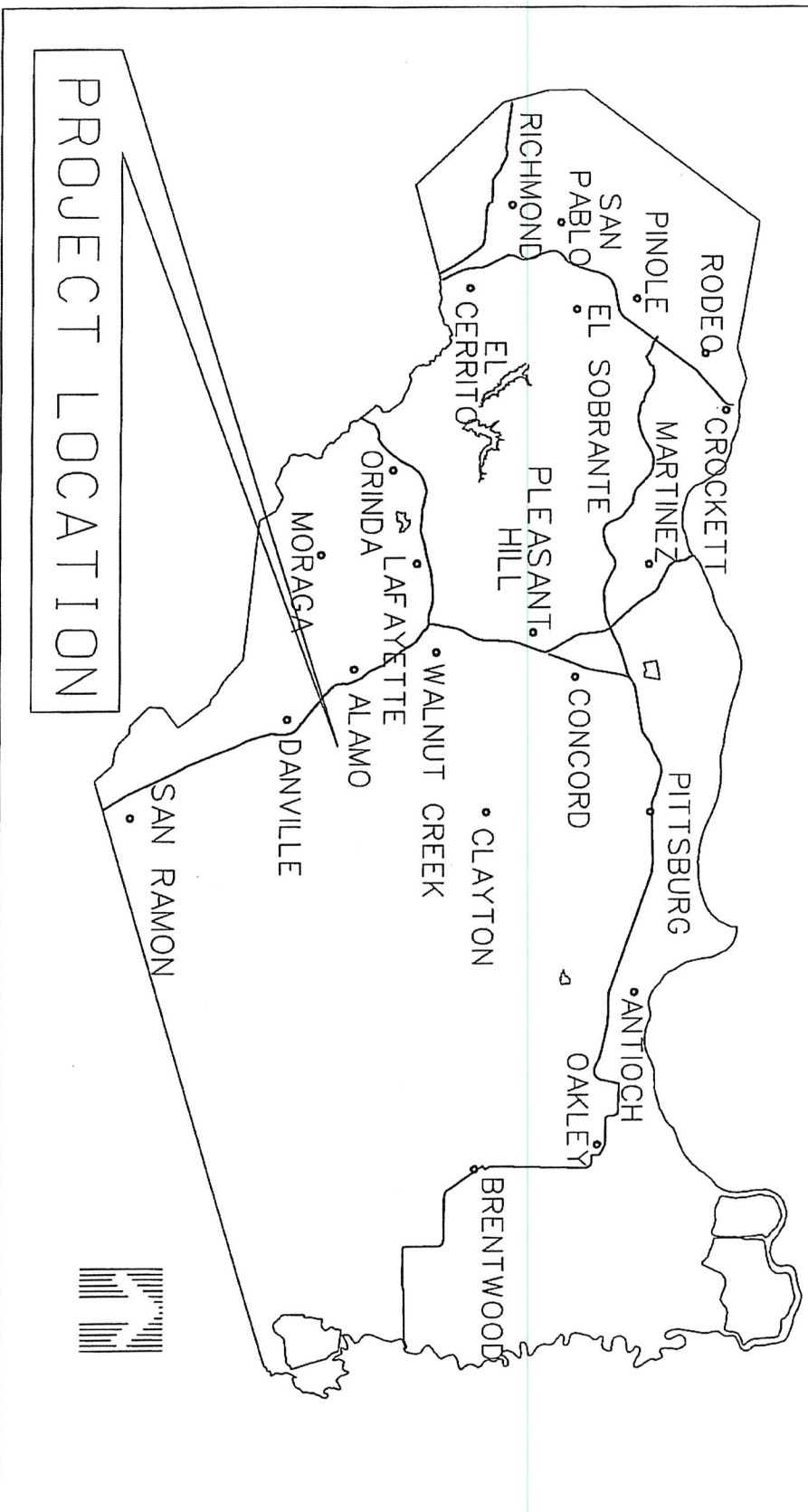
Parcel #:  
*n/a*

GENERAL CONSIDERATIONS:

- Location:** The project is located in unincorporated south Contra Costa County; along Stone Valley Road approximately 200 feet west of Miranda Avenue and 400 feet west of Green Valley Road in the community of Alamo (Figs. 1-4).
- Project Description:** The project consists of the closure of an approximately one (1) mile long gap in the bike lane between Round Valley Drive and Alamo Hills Drive. The gap closure will allow a continuous class II bike facility along the south side of Stone Valley Road. The project will widen the north and south sides of the roadway along the length of the project from one to four and a half feet depending on the existing roadway width. The project will add striping for the bike lanes and construct one median island. The project will include replacement of the existing curbs and dikes with Portland Cement Concrete (PCC) curb, Asphalt Concrete (AC) dike and gutter. Three drainage inlets will need to be relocated to accommodate the widened bike lane. Two locations (east and west of the intersection of Justin Morgan Dr. and Stone Valley Road) along the project site may require an approximately 3 foot tall, 500 foot long retaining wall along the side of the road to support the adjoining slope after construction. A Rectangular Rapid Flashing Beacon (RRFB) will be constructed at the existing crosswalk of Roundhill Drive. One existing crosswalk at Alamo Hills Drive will be removed. Sidewalk along the south side of Stone Valley Drive will be constructed from Roundhill Drive to Alamo Hills Drive. In order to accommodate the bike lane, the minor reconstruction of a hardscape median (narrowing by 1 foot) may be required. In order to minimize damage to any nearby trees, any roots exposed during excavation will be cut cleanly and tree branches will be trimmed. Three ornamental trees will be removed due to the project. Real property transactions may be necessary in support of this project. At least one lane of traffic will be open at all times during construction activities and emergency services access will be provided for at all times. Utilities may need relocation as a result of the project.
- Does it appear that any feature of the project will generate significant public concern?**  
☐ yes ☒ no ☐ maybe (Nature of concern):
- Will the project require approval or permits by other than a County agency?**  
☐ yes ☒ no (Agency Name/s):
- Is the project within the Sphere of Influence of any city?** NO



# CONTRA COSTA COUNTY CALIFORNIA



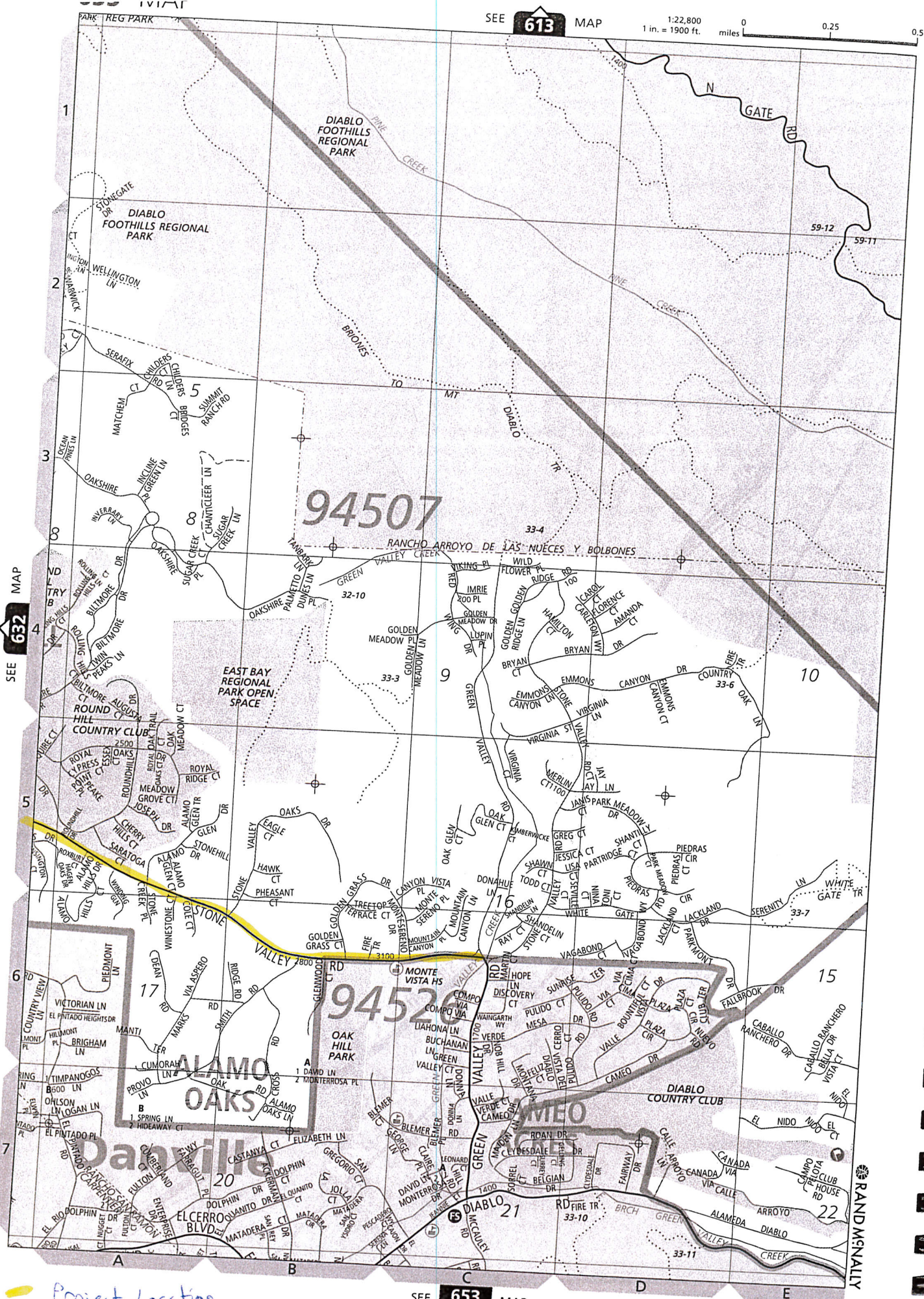
Stone Valley Road Bike Lane Gap Closure

NO SCALE



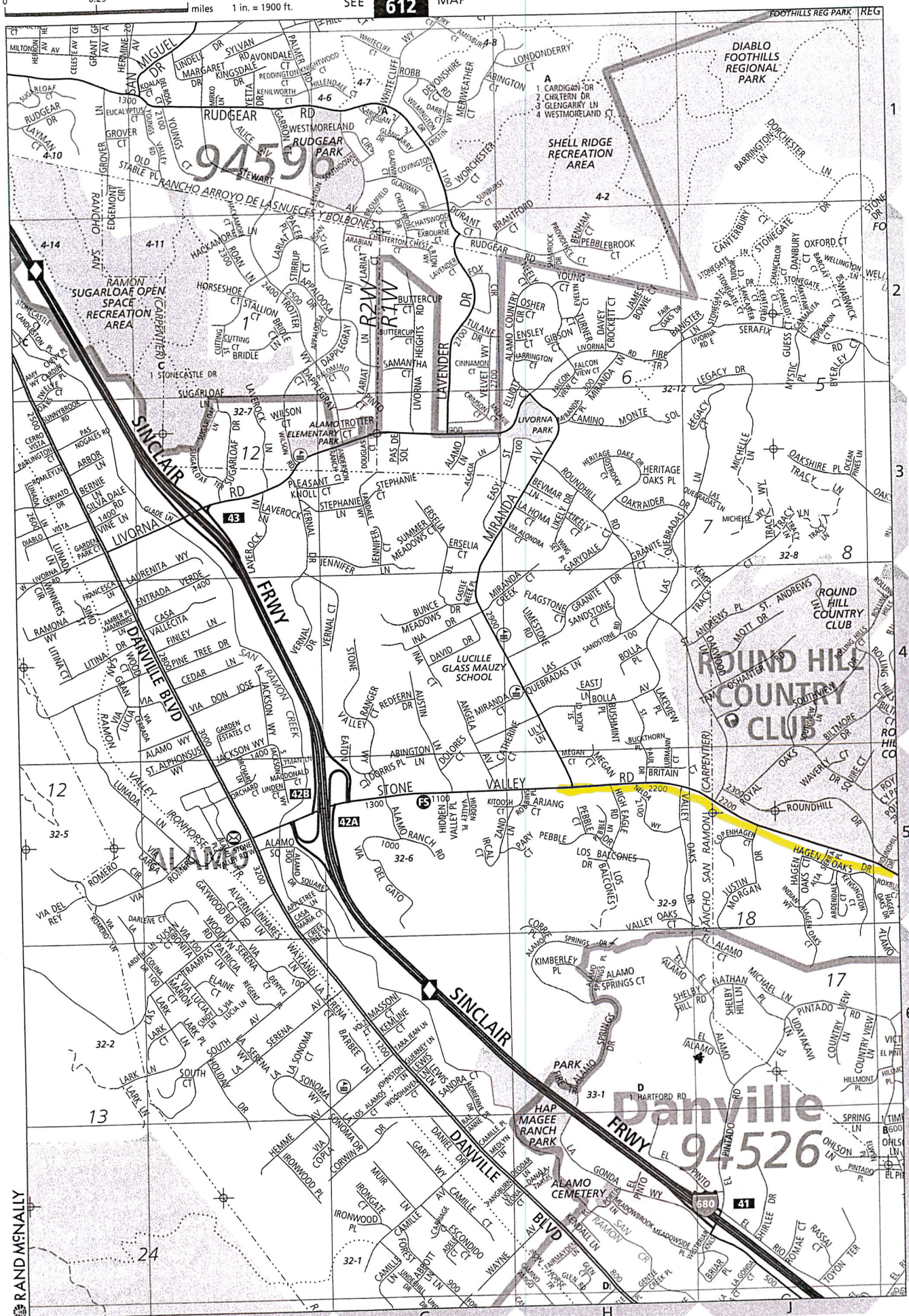
CONTRA COSTA

SEE 632 MAP



Project Location





CONTRA COSTA

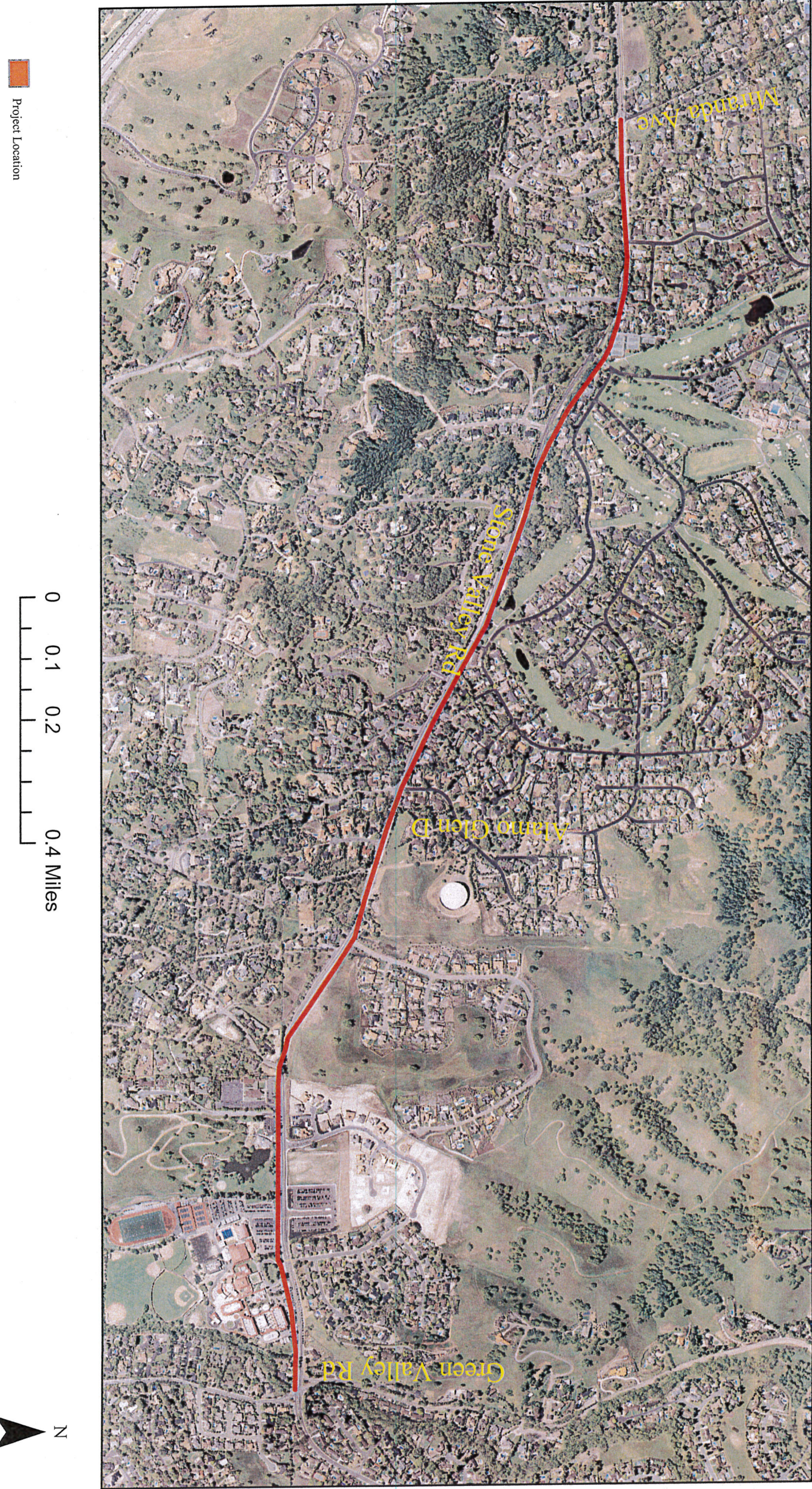
SEE **633** MAP



Figure 3b



Stone Valley Road Bike Lane Gap Closure Project





CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Contra Costa
From: Contra Costa County
Dept. of Conservation & Development
30 Muir Road
Martinez, CA 94553

Project Title: Stone Valley Road Bike Lane Gap Closure, Project #0662-6R4209, CP# 07-91
Project Applicant: Contra Costa County Public Works Department
Project Location: The project is in unincorporated Alamo

Project Location: Southern Contra Costa County
Project Location – County: Contra Costa

Description of Nature, Purpose and Beneficiaries of Project: The project consists of the closure of an approximately one (1) mile long gap in the bike lane between Round Valley Drive and Alamo Hills Drive. The gap closure will allow a continuous class II bike facility along the south side of Stone Valley Road. The project will widen the north and south sides of the roadway along the length of the project from one to four and a half feet depending on the existing roadway width. The project will add striping for the bike lanes and construct one median island. The project will include replacement of the existing curbs and dikes with Portland Cement Concrete (PCC) curb, Asphalt Concrete (AC) dike and gutter. Three drainage inlets will need to be relocated to accommodate the widened bike lane. Two locations (east and west of the intersection of Justin Morgan Dr. and Stone Valley Road) along the project site may require an approximately 3 foot tall, 500 foot long retaining wall along the side of the road to support the adjoining slope after construction. A Rectangular Rapid Flashing Beacon (RRFB) will be constructed at the existing crosswalk of Roundhill Drive. One existing crosswalk at Alamo Hills Drive will be removed. Sidewalk along the south side of Stone Valley Drive will be constructed from Roundhill Drive to Alamo Hills Drive. In order to accommodate the bike lane, the minor reconstruction of a hardscape median (narrowing by 1 foot) may be required. In order to minimize damage to any nearby trees, any roots exposed during excavation will be cut cleanly and tree branches will be trimmed. Three ornamental trees will be removed due to the project. Real property transactions may be necessary in support of this project. At least one lane of traffic will be open at all times during construction activities and emergency services access will be provided for at all times. Utilities may need relocation as a result of the project.

Name of Public Agency Approving Project: Contra Costa County
Name of Person or Agency Carrying Out Project: Contra Costa County Public Works Department

Exempt Status:
[ ] Ministerial Project (Sec. 21080(b) (1); 15268;
[ ] Declared Emergency (Sec. 21080(b)(3); 15269(a));
[ ] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[X] Categorical Exemption: Class 2
[ ] Other Statutory Exemption, Code No.:
[ ] General Rule of Applicability [Article 5, Section 15061 (b)(3)]

Reasons why project is exempt: The project consists of the replacement of existing structures and facilities where the new structure will be located on the same site as the existing structure replaced and will have substantially the same purpose and capacity as the structure replaced, pursuant to section 15302 of the CEQA guidelines.

Lead Agency Contact Person: Kimani Birden - Public Works Dept. Area Code/Telephone/Extension: (925) 313-2190
If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project? [ ] Yes [ ] No

Signature: Date: Title:
[ ] Signed by Lead Agency [ ] Signed by Applicant

AFFIDAVIT OF FILING AND POSTING
I declare that on I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.
Signature Title

Applicant: Department of Fish and Game Fees Due
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Kimani Birden
Environmental Services Division
Phone: (925) 313-2190
[ ] EIR - \$3,029.75
[ ] Neg. Dec. - \$2,181.25
[ ] DeMinimis Findings - \$0
[X] County Clerk - \$50
[X] Conservation & Development - \$25
Total Due: \$ 75.00
Total Paid \$
Receipt #:



To: Board of Supervisors  
 From: Julia R. Bueren  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: Consulting Services Agreement with Quincy Engineering, Inc. for the Canal Road Sidewalk and Bike Lane Project, Bay Point area.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (CSA) with Quincy Engineering, Inc. (Quincy) in an amount not to exceed \$227,000, for professional engineering services for the Canal Road Sidewalk and Bike Lane Project, for the period of February 25, 2014 through acceptance of the completed project by the Board of Supervisors, Bay Point area. County Project No. 0662-6R4062, Federal Project No. SR2SL-5928(116)

**FISCAL IMPACT:**

This project, including this CSA, is funded by 59% Federal Congestion Mitigation and Air Quality (CMAQ) Funds, 26% State Safe Routes to School (SR2S) Funds, and 15% Local Road Funds.

**BACKGROUND:**

The consulting services for this project will consist of preparing plans, specifications, and estimates, including providing topographic survey services for the Canal Road Sidewalk and Bike Lane Project in the Bay Point area.

Professional engineering services are required for the proper and satisfactory execution of the Canal Road Sidewalk and Bike Lane Project. Quincy was

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kevin Emigh,  
 925-313-2233

By: , Deputy

cc:

#### BACKGROUND: (CONT'D)

selected to provide these services after completing a request for qualifications solicitation and interview process that put them on a short list with four other firms to provide consulting services for future projects. The County requested and received technical proposals from two of the five short listed firms to provide consulting services for this project. Quincy was selected by a selection committee as the firm that was best able to address the County's needs for the project.

Public Works has successfully negotiated with Quincy to provide the professional engineering services.

Although the federal funds were programmed for this project in 2012, the funds were not formally approved by the Federal Highway Administration (FHWA) until January 3, 2014. Rather than wait for funding approval by the FHWA and risk missing the deadline for project delivery, the County and Quincy executed Task Order No. 1 for On-Call Civil Engineering Services on August 6, 2013. The task order work included a portion of the Phase I work (\$60,000) that is provided in this Consulting Services Agreement (CSA).

The interim on-call contract allowed project design to begin while the federal funding approval process was finalized. Design costs that are incurred under a contract approval prior to federal fund approval are not reimbursable with federal funds. The costs incurred under the On-Call contract will fortunately be covered by a state grant (Safe Routes to School Program). The on-call contract task order will be terminated upon approval of this agreement.

#### CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval, this CSA will not be in effect. A delay in the design and construction of the Canal Road Sidewalk and Bike Lane Project will occur, ultimately delaying the completion of the project. Project delay may also result in substantial additional project costs and jeopardize the funding.

#### CHILDREN'S IMPACT STATEMENT:

Not applicable.





Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren  
Date: February 25, 2014

Subject: Accepting completion of the warranty period for the Subdivision Agreement for subdivision SD89-07410, Pleasant Hill area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2014/59 accepting completion of the warranty period for the Subdivision Agreement and release of cash deposit for faithful performance for subdivision SD89-07410, for a project developed by R&J Construction, Inc., as recommended by the Public Works Director, Pleasant Hill area. (District IV)

**FISCAL IMPACT:**

No fiscal impact to County funds. The funds to be released are developer fees that have been held on deposit.

**BACKGROUND:**

The Subdivision has met the guarantee performance standards for the warranty period following completion and acceptance of the improvements.

**CONSEQUENCE OF NEGATIVE ACTION:**

The developer will not receive a refund of the cash deposit, the Subdivision Agreement and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy

Recorded at the request of: **BOARD OF SUPERVISORS**

Return To: **PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES**

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

Adopted this Resolution on 02/25/2014 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

---

Resolution No. 2014/59

IN THE MATTER OF accepting completion of the warranty period and release of cash deposit under the Subdivision Agreement for subdivision SD89-07410, for a project developed by R&J Construction, Inc., as recommended by the Public Works Director, Pleasant Hill area. (District IV)

WHEREAS on August 3, 2004, this Board resolved that the improvements in subdivision SD89-07410 were completed as provided in the Subdivision Agreement with R&J Construction, Inc., and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance.

NOW, THEREFORE, BE IT RESOLVED that the Public Works Director is AUTHORIZED to PAY \$761.79 to Contra Costa County Public Works Department for reimbursement of processing fees taken from the \$2,921.00 cash deposit (Auditor's Deposit Permit No. 390395, dated July 25, 2002), per developer's written permission dated January 21, 2014 and in accordance with the Subdivision Agreement.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement and performance/maintenance surety bond issued by Developers Surety and Indemnity Company, Bond No. 868097 S, dated June 26, 2002, and issued by Developers Surety and Indemnity Company, are EXONERATED.

Contact: **J. LaRocque, 925-313-2315**

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

**ATTESTED: February 25, 2014**

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

By: , Deputy

**cc:** J. Capozzo, PWD Engineering Services, J. LaRocque, PWD Engineering Services, PWD M&T Lab, PWD Design/Construction Division, Dept. of Conservation & Development, R&J Construction, Inc., 2619 Broadway, Oakland, CA 94612, Developers Surety & Indemnity Co 17771 Cowan Ste 100 Irvine, CA 92614



To: Board of Supervisors  
 From: Julia R. Bueren  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: Approving the second extension of the Subdivision Agreement for subdivision SD04-08820, El Sobrante area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2014/60 approving the second extension of the Subdivision Agreement for subdivision SD04-08820, for a project being developed by Geoghegan Homes and Management, as recommended by the Public Works Director, El Sobrante area. (District I)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Subdivision Agreement needs to be renewed, as the improvements are not completed yet. (Approximately 0% of the work has been completed to date.) The developer has requested additional time to complete the improvements.

Granting an extension gives the developer additional time to complete the improvements and keeps the bonding current.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Subdivision Agreement will not be renewed if the extension is not granted; the developer

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: J. LaRocque, 925-313-2315

By: , Deputy

CONSEQUENCE OF NEGATIVE ACTION: (CONT'D)

cannot complete the improvements; the bonds cannot be kept current; and, the County may need to foreclose on the developer's bonds and complete the improvements.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

Recorded at the request of: **BOARD OF SUPERVISORS**

Return To: **PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES**

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

Adopted this Resolution on 02/25/2014 by the following vote:

AYES: ☐

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

---

Resolution No. 2014/60

IN THE MATTER OF approving the second extension of the Subdivision Agreement for subdivision SD04-08820, for a project being developed by Geoghegan Homes and Management, as recommended by the Public Works Director, El Sobrante area. (District I)

WHEREAS the Public Works Director having recommended that she be authorized to execute the second agreement extension, which extends the Subdivision Agreement between Geoghegan Homes and Management, and the County for construction of certain improvements in subdivision SD04-08820, El Sobrante area, through December 18, 2014;

- APPROXIMATE PERCENTAGE OF WORK COMPLETE: 0% • ANTICIPATED DATE OF COMPLETION: December 18, 2014
- BOND NO.: 721004 S Date: November 5, 2007
- REASON FOR EXTENSION: Due to project financing issues

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

Contact: **J. LaRocque, 925-313-2315**

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

**ATTESTED: February 25, 2014**

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

By: , Deputy

**cc:** J. LaRocque, PWD Engineering Services, J. Capozzo, PWD Engineering Services, PWD Design/Construction Division, Dept. of Conservation & Development, Geoghegan Homes & Mgmt P.O. Box 1985 Orinda, CA 94563, Indemnity Co. of Calif. 2999 Oak Rd Walnut Creek, CA 94597, T – October 19, 2014

**CONTRA COSTA COUNTY**  
**SUBDIVISION AGREEMENT EXTENSION**

**Development Number:** Subdivision SD04-08820

**Developer:** Geoghegan Homes & Management

**Original Agreement Date:** December 18, 2007

**Second Extension New Termination Date:** December 18, 2014

**Improvement Security**

**SURETY:** Indemnity Company of California

**BOND NO. (Date):** 721004S (November 5, 2007)

**Security Type**

**Security Amount**

**Cash:**

**\$ 1,500.00 (1% cash, \$1,000 Min.)**

**Surety Bond:**

**\$ 154,800.00 (Performance)**

**\$ 154,800.00 (Labor & Material)**

The Developer and the Surety desire this Agreement to be extended through the above date; and Contra Costa County and said Surety hereby agree thereto and acknowledge same.

Dated: \_\_\_\_\_

FOR CONTRA COSTA COUNTY  
Julia R. Bueren, Public Works Director

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

RECOMMENDED FOR APPROVAL:

By: Julia R. Bueren  
(Engineering Services Division)

**(NOTE: Developer's, Surety's and Financial Institution's Signatures must be Notarized.)**

FORM APPROVED: Victor J. Westman, County Counsel

**After Approval Return to Clerk of the Board**

Dated 1/18/14

Developer's Signature(s) [Signature]

Printed PATRICK GEOGHEGAN - PRESIDENT

Developer's Signature(s) [Signature]

Printed Maria Geoghegan - Secy

Address P.O. BOX 1985 ORINDA CA

✓ Surety or Financial Institution INDEMNITY COMPANY OF CALIFORNIA

✓ Address 2999 OAK, WALNUT CREEK

✓ Attorney in Facts Signature Stephen G Rodde

✓ Printed STEPHEN G RODDE



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa

On January 9, 2014  
Date

before me, Rita A. Alleaume, Notary Public

Here Insert Name and Title of the Officer

personally appeared Stephen G. Roddie

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public, Rita A. Alleaume

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer Is Representing:  
Indemnity Company of California

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA**  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Stephan G. Roddie, Robin S. Westfall, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young  
Daniel Young, Senior Vice-President

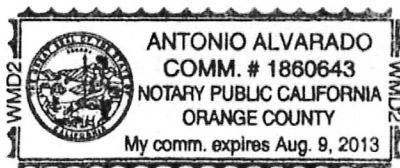
By: Steve A. Tvedt  
Steve A. Tvedt, Vice-President

State of California  
County of Orange



On October 4, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Steve A. Tvedt  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 9th day of January, 2014.

By: Gregg Okura  
Gregg Okura, Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On 1/11/14 before me, Hayley Hornbuckle, Notary Public

personally appeared Patrick Geoghegan and Maria Geoghegan



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

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

WITNESS my hand and official seal.

Signature Hayley Hornbuckle Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren  
Date: February 25, 2014

Subject: APPROVE Contract Amendment No. 1 with HS Operating Services, LLC to provide sanitation system operation and maintenance services.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Contract Amendment No. 1 with HS Operating Services, LLC, effective January 1, 2014, to increase the payment limit by \$100,000 to a new payment limit of \$250,000, to provide ongoing operation and maintenance services of the sanitation system in Sanitation District No. 6, with no change in the original term of October 1, 2011 through September 30, 2014, Martinez area. Project No.: 7365-6X9E31

**FISCAL IMPACT:**

100% Sanitation District No. 6 Funds.

**BACKGROUND:**

On August 1, 2011, the Board of Supervisors approved a contract with HS Operating Services, LLC to provide ongoing operation and maintenance services of the Sanitation District No. 6 sanitation system for the Stonehurst subdivision. Special Districts staff recommends increasing the payment limit by \$100,000 to a new payment limit of \$250,000 to allow for continued operation of the sanitation system.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without Board approval, there will not be funds for the operator of the sanitation system in Sanitation District No. 6, Stonehurst.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: S. Cohen, Special Districts  
925-313-2160

By: , Deputy

CHILDREN'S IMPACT STATEMENT:

Not applicable.

CONTRACT AMENDMENT AGREEMENT  
(Purchase of Services - Long Form)

Number  
Fund/Org# 7365  
Account # 2310  
Other # 6x9E30

1. Identification of Contract to be Amended.

Number:

Effective Date: October 1, 2011

Department: Public Works

Subject: Operation and Maintenance of Sanitation District 6-Stonehurst

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: HS Operating Services, LLC  
Capacity: Limited Liability Company  
Address: 25 Santa Fe Ave. Apt. B Point Richmond, CA 94801

3. Amendment Date. The effective date of this Contract Amendment Agreement is January 1, 2014 .

4. Amendment Specifications. The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chairman/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: HS Operating Services, LLC	Name of business entity: HS Operating Services, LLC
By <u>Paul R. Howell</u> (Signature of individual or officer)	By <u>Brian E. Jell</u> (Signature of individual or officer)
<u>Co-owner &amp; Member</u> (Print name and title A, if applicable)	<u>CO-OWNER AND MEMBER</u> (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.



ACKNOWLEDGMENT

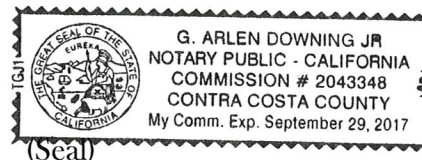
STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On 01/10/2014, before me, G. Arlen Downing Jr. (Notary Public)  
(insert name and title of the officer), personally appeared Paul Roy Stovall, Brian Edward Hill  
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.

G. Arlen Downing Jr.  
Signature



ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: [Signature]  
Designee

FORM APPROVED  
COUNTY COUNSEL

By: [Signature]  
Deputy County Counsel  
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By: \_\_\_\_\_  
Designee

**AMENDMENT SPECIFICATIONS**

**Amendment No. 1**

HS Operating Services, LLC  
(October 1, 2011 – September 30, 2014)

Due to County's need for more of Contractor's services than initially anticipated, in exchange for the mutual promises set forth in this amendment, County and Contractor agree to amend the Contract as follows:

1. Section 2 (Parties) of the Contract is amended by deleting the address "3 Rolph Park Court, Crockett, CA 94525" and replacing it with "25 Santa Fe Ave., Apt. B Point Richmond, CA 94801".
2. Section 4 (Payment Limit) of the Contract is hereby increased by \$100,000 from \$150,000 to a new Payment Limit of \$250,000.
3. All other terms and conditions referenced in the original Contract entered into on October 1, 2011 between County and Contractor remain in full force and effect.

Initials: PRS BAB  
Contractor County Dept.

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: August 1, 2011



Contra  
Costa  
County

Subject: APPROVE and AUTHORIZE the Public Works Director, or designee, to contract with HS Operating Services, LLC

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with HS Operating Services, LLC effective October 1, 2011 to September 30, 2014, in an amount not to exceed \$150,000, to provide on-going operations and maintenance of the wastewater treatment system in Sanitation District 6, Stonehurst. (Martinez) Project No.: 7365-6X9E30

**FISCAL IMPACT:**

The service contract will not exceed \$150,000 and will be funded by Sanitation District 6, Stonehurst funds.

**BACKGROUND:**

On September 30, 2011 the current wastewater operating services contract with HS Operating Services will expire. On April 21, 2011, the Public Works Department requested Bids from twenty-two (22) qualified firms and local wastewater treatment agencies for the operation of the Stonehurst facility. The Public Works Department has determined that HS Operating Services of Crockett, California, was the most reasonable and responsible bidder.

☒ APPROVE ☐ OTHER  
☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 08/16/2011 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES 5 NOES       
 ABSENT      ABSTAIN       
 RECUSE     

Contact: Susan Cohen; 925-313-2160

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

**ATTESTED: August 16, 2011**

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

By: Carrie Del Bonta, Deputy

cc: Special Districts; Julie Hancock

**CONSEQUENCE OF NEGATIVE ACTION:**

Without Board approval, Sanitation District 6, Stonehurst, will not have an operator or the wastewater treatment facility.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable.

STANDARD CONTRACT  
(Purchase of Services - Long Form)

Number	
Fund/Org#	7365
Account #	2310
Other #	6x9E30

1. Contract Identification.

Department: Public Works Department

Subject: Operation and Maintenance of Sanitation District 6-Stonehurst

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: HS Operating Services, LLC

Capacity: Limited Liability Company

Address: 3 Rolph Park Court, Crockett, CA 94525

3. Term. The effective date of this Contract is October 1, 2011. It terminates on September 30, 2014 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Contractor under this Contract shall not exceed \$ 150,000.00.

5. County's Obligations. County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:




9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

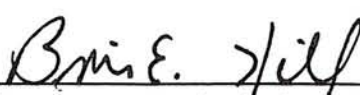
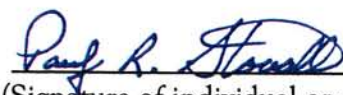
Government Code 31000

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By <u></u> Chair/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: HS Operating Services, LLC	Name of business entity: HS Operating Services, LLC
By <u></u> (Signature of individual or officer)	By <u></u> (Signature of individual or officer)
<u>BRIAN E. HILL, CO-OWNER</u> (Print name and title A, if applicable) <i>and Member</i>	<u>PAUL R. STOVALL, CO-OWNER</u> (Print name and title B, if applicable) <i>and Member</i>

**Note to Contractor:** For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On 7/14/11 before me, Joellen C. Balbas, Notary Public, personally  
appeared Brian Hill,

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.

Joellen C. Balbas  
Signature of Notary Public

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On 7/14/2014 before me, Joellen C. Balbas, Notary Public, personally appeared Paul Stovall,  
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.

Joellen C. Balbas  
Signature of Notary Public

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_, before me, \_\_\_\_\_  
(insert name and title of the officer), personally appeared \_\_\_\_\_

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

(Seal)


ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED  
COUNTY COUNSEL

By:   
Designee

By:   
Deputy County Counsel  
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By:   
Designee



**PAYMENT PROVISIONS**  
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$            monthly, or
- ☐ b. \$            per unit, as defined in the Service Plan, or
- ☐ c. \$            after completion of all obligations and conditions herein.
- ☒ d. Other: As Stated in Section B of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: PRS  
Contractor

[Signature]  
County Dept.

SERVICE PLAN

For good and valuable consideration received from Contra Costa County, through its Public Works Department, on behalf of Sanitation District (SD) 6 (Stonehurst), Contractor agrees to provide operation and maintenance services for SD-6. The facility at which the Contractor will be performing services is remote from available County employee resources and the County's economic interests are served by using Contractor for the services described herein.

A. The Contractor will:

Conduct routine scheduled work to be performed throughout the term of this Contract as outlined below. The proper reference file materials and/or Operations & Maintenance Manual, all of which Contractor possesses, will be referenced by Contractor for specific job duties. Record keeping in the operations log book and equipment record files are part of doing the scheduled work. All samples collected are to be transported under correct chain-of-custody protocols to a certified laboratory testing. Contractor will submit results of analytical tests to County Representative and Regional Water Quality Control Board (RWQCB) on a monthly basis.

Weekly

1. At Treatment Plant, inside shack
  - a. Record hour meter readings from control panels inside shack on clipboard log.
    - i. Recirculation tank 1, pumps 1,2 & 3
    - ii. Recirculation tank 2, pumps 1,2 & 3
    - iii. UV pumps 1 & 2
    - iv. Final effluent pumps 1 & 2
    - v. UV lamp control panel hour meter and lamp intensity meter reading
    - vi. Record final effluent flow readings.
  - b. Calculate pump run time hours since rounds last made and verify all pumps have been running normally.
  - c. Check control panel operating status.
  - d. Inspect UV lamp tank for normal operation
  - e. Check alarm auto dialer for ready/normal status
  - f. Review scheduled duties list & perform if necessary.
  - g. Log yourself in on plant log book to include: date, time, name and activities that will be done that day.
2. At Treatment Plant, outside equipment
  - a. Check Recirculation tanks 1 & 2 for proper operation.
    - i. Verify influent flow is split evenly between tanks 1 & 2
    - ii. Check "Mickey Mouse" diverter valves for normal operation
    - iii. Check recirculation pump basins for level, pump operation and insure screens unplugged.
  - b. Inspect filters for abnormal sounds, wet spots, etc.
  - c. Inspect UV pump basins
    - i. Check level for normal; and
    - ii. Verify "Mickey Mouse" valves operating normally in basin
  - d. Check final effluent pump tank level, probe basin for solids build-up.

Initials: PRS  
Contractor

JMB  
County Dept.



- i. Level normal
    - ii. Water quality
  - e. Check Final effluent (FE) pump basin for pump operation
  - f. Check FE discharge equipment valve
    - i. Record FE discharge line pressure on clip board log.
    - ii. Inspect equipment for normal.
  - g. Do order patrol around yard. Correct any problems.
3. At Pumping Station
- a. Record hour meter readings for pumps 1 & 2 and check control panel status. Verify pump run time is normal.
  - b. Check alarm auto dialer for armed and ready
  - c. Pull manhole cover and visually check level and inside equipment for normal operation
  - d. Do odor patrol and verify none present.
4. At dosing tank for leach fields
- a. Lift covers and inspect for normal level.
  - b. Check water quality
  - c. Check counter for siphons and record reading.
5. Log Book Entries
- a. Before leaving district, log all work done, any abnormal observations, and time you left
  - b. Turn off light for UV shack before locking up
  - c. All gates must be locked when leaving, both at plant and dose field road
6. Flush recirculating gravel filters distribution piping to remove solids.
7. Pull UV lamp racks and clean lamp and intensity probe sleeves with lime away. Wash down surfaces inside/outside of UV lamp tank with brush.
8. Collect weekly influent and effluent grab samples and immediately take to lab for analysis.
9. Rotate UV pumps as part of lamp cleaning procedure.
10. Test alarms and auto dial up equipment on the following:
- a. Both Recirculation tanks, final effluent pump tank, and UV pumps
  - b. UV lamp system
  - c. Pumping station's wet well

#### Monthly

- 1. Dose UV pump basins.
- 2. Inventory operating supplies for routine duties and notify County representative if supplies are needed.
- 3. Prepare/submit monthly report of required data to the County representative and RWQCB
- 4. Verify UV lamp tank flow control valve setting

Initials: PRS  
Contractor

JMB  
County Dept.



5. Pull recirculation tank pumps and screens to clean off biological growth. Wipe down floats and pump basin side walls. Frequencies of doing this task can be adjusted based on the time it takes for screen build up to restrict free flow of water into the pump basin.

#### **Quarterly**

1. Collect groundwater samples from 5 groundwater monitoring wells located in leach fields.
2. Inspect 5-10 leach field inspection ports for standing water. Check ground for surface dampness during the port inspections.
3. Collect quarterly samples of influent and effluent at treatment plant and take to lab.
4. Perform surface water monitoring at 4 creek locations.

#### **Every 6 Months**

1. Verify final effluent flow meter accuracy by volumetric pump test.

#### **Yearly**

1. Test collection systems air relief valve operation and clean internal screen if necessary. Replace carbon cartridges in vented covers for relief valve vaults.
2. Wash down tank and pump basin manhole walls and covers with hose & brush.
  - a. Recirculation pump basins
  - b. UV pump basins
  - c. Recirculation tank access hatches
  - d. Final effluent tank-level float access riser and pump basin
3. Drain and flush final effluent line between plant and drain fields.
4. Check calibration of UV lamp intensity meter
5. Pull the pumps and inspect. Scrub down pump basin and pump out debris
6. Replace UV lamps and O-rings
7. Take spare parts on hand inventory and have County Representative order needed items.

#### **Every 2 Years**

1. Check condition of "Mickey Mouse" diverter valve balls.

#### **Plant Maintenance**

1. Keep filtration beds free of weeds and debris. Conduct periodic weeding of grounds.
2. Maintain plant and grounds in clean and sanitary condition. Dispose of any on-site trash or debris.
3. Recognize when pumps need repair and make minor repairs and adjustments of plant equipment
4. Conduct other duties as required to ensure the smooth running operation of the Sanitation District

#### **Sewer Maintenance**

Initials: PRS  
Contractor

JB  
County Dept.

1. Respond to sewer calls and complaints. Contact appropriate sewer contractor. Obtain confirmation of arrival time. Do final check after repair is completed.
2. As Contractor receives notices of digging from Underground Service Alert of Northern California and Nevada (USA), Contractor will review and mark project areas in accordance with the USA North Color Code Procedures.

#### **Emergencies**

1. Report all emergencies to County within 24 hours of the occurrence.

#### **B. Payment Provisions**

County will pay Contractor for services at the rates set forth below. These rates shall remain in effect for the duration of this contract.

1. For the period of October 1, 2011-September 30, 2012 a monthly rate of \$3,117.50 for the operation and maintenance services set forth in Section A of this Service Plan. The rate for any incidental work will be \$91.30 per hour.
2. For the period of October 1, 2012-September 30, 2013 a monthly rate of \$3,179 for the operation and maintenance services set forth in Section A of this Service Plan. The rate for any incidental work will be \$91.30 per hour.
3. For the period of October 1, 2013-September 30, 2014 a monthly rate of \$3,243.45 for the operation and maintenance services set forth in Section A of this Service Plan. The rate for any incidental work will be \$91.30 per hour.
4. Contractor shall not make any expenditure in excess of routine repair or maintenance without approval by County Staff prior to purchasing. All items reimbursed by the County will be considered County property.
5. The Rate for reimbursables will be paid according to the chart below.

Mileage	Included in the rate per hour and not separately reimbursed
Parking Toll	At cost with original receipt
Parts	At cost with original receipt
Chemicals for Facility	At cost with original receipt
Travel/Hotel/Food	Non-Reimbursable items
Postage/Express Mail	Included in the rate per hour and not separately reimbursed
Photo Copy	Included in the rate per hour and not separately reimbursed
Subcontractor	At cost with original receipt/invoice

6. Invoices shall be submitted on a monthly basis, within 30 days of the previous month. Invoices shall be sent to Contra Costa County Public Works, 255 Glacier Drive, Martinez, CA 94553, Attn: Special Districts, by the end of each calendar month.

Initials: PRS  
Contractor

JMB  
County Dept.



**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**


1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
  - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
  - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

  
Contractor

  
County Dept.



**GENERAL CONDITIONS**  
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

PRS  
Contractor

JMS  
County Dept.



**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

**10. Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.


**11. Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.


**12. No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

**13. Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

**14. Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

**15. Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,

  
Contractor

  
County Dept.



**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business

  
Contractor

  
County Dept.



**GENERAL CONDITIONS**  
(Purchase of Services - Long Form)

losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.

20. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this

  
Contractor

  
County Dept.

**GENERAL CONDITIONS**  
(Purchase of Services - Long Form)

Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.


24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

009  
Contractor

  
County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



Contractor



County Dept.



Contra  
Costa  
County

To: Board of Supervisors

From: Julia R. Bueren

Date: February 25, 2014

Subject: Disposition of County Properties in South Pleasant Hill

**RECOMMENDATION(S):**

AUTHORIZE the Public Works Director to work with the City of Pleasant Hill on the disposition of County properties in the South Pleasant Hill area.

**FISCAL IMPACT:**

Staff costs associated with working with the City on the disposition of County Real Estate assets in the South Pleasant Hill areas will be offset by the anticipated sale proceeds of one or more County properties.

**BACKGROUND:**

On August 14, 2001, the Board agreed to participate in an Ad Hoc Policy Task Force with the City of Pleasant Hill, the Mount Diablo Unified School District, the City of Walnut Creek and the Pleasant Hill Recreation and Park District to discuss and consider the disposition of County properties and the Flood Control potential, and Land Use issues in the South Pleasant Hill area. The Board assigned technical staff from several County departments to support the Task Force work: Flood Control/Public Works, Department of Conservation and Development, Library and the County Administrator's

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Mitch Avalon,  
925-313-2203

By: , Deputy



#### BACKGROUND: (CONT'D)

Office.

The County owns 3 properties in the South Pleasant Hill area. One 10 acre parcel on Oak Park Boulevard south of the Pleasant Hill Middle School is currently vacant (the School District has an ownership interest in 2 of the 10 acres). The County Flood Control and Water Conservation District owns 6 acres to the north of the Pleasant Hill Middle School and is also currently vacant. The County also owns the Pleasant Hill Library and Administrative offices on a 4.8 acre parcel south and west of the Pleasant Hill Middle School. Attached is a map showing the location of the 3 properties.

By 2007 it was collectively decided that the Oak Park Boulevard property would not be used for a Flood Protection Detention Basin and the County sold the property. A year and a half later the developer who purchased the Oak Park Boulevard property withdrew from the purchase agreement and the property reverted back to County ownership. The real estate market has turned around recently and County staff has been receiving calls from developers interested in purchasing the Oak Park Boulevard property. County staff has initiated discussions with City staff on the allowable uses and development of the property in preparation of placing the parcel on the market for sale.

At their September 19, 2013 meeting, the South Pleasant Hill Task Force received a report from the Army Corps of Engineers that the Corps Feasibility Study would not support a federally funded flood control project in the South Pleasant Hill area. Recognizing that a regional flood protection project would likely never occur, the Task Force directed staff to work on utilizing development fees collected under Drainage Area 46 to be used for local drainage improvement projects rather than the Regional Corps project. This has freed up the six acre parcel the Flood Control District owns and would be available for sale on the market.

In 2007, the County hired a consultant to evaluate all of its buildings for deferred maintenance. The Pleasant Hill Library/Library Administration building was included in that evaluation. The evaluation shows the Library/Administration building has deferred maintenance needs in excess of \$10 million. The County's Real Estate Asset Management Program requires staff to evaluate vacant properties for current and future County needs before being sold. There are several options available to resolve the high deferred maintenance needs of the Library/Administration building. One option could be to relocate Library Services to another site in a new Library building on one of the vacant County parcels, assuming project funding could be identified. Since these services are in and for the City, their feedback on any proposal is essential.

Staff recommends the Board authorize discussions with the City of Pleasant Hill to ascertain their thoughts on a new Library on either of the two vacant County parcels. County staff would like feedback from the City on the general feasibility of siting a Library on these parcels and to identify the broad issues associated with the resultant community design, community service, land use requirements, traffic circulation and any other pertinent implications. County staff would like this feedback from the City before pursuing this concept any further.

This collaboration with the City is consistent with the Board's original direction on the disposition of County properties in 2001, however, enough changes have occurred in the South Pleasant Hill area that reaffirmation of that direction is recommended by staff.

#### CONSEQUENCE OF NEGATIVE ACTION:

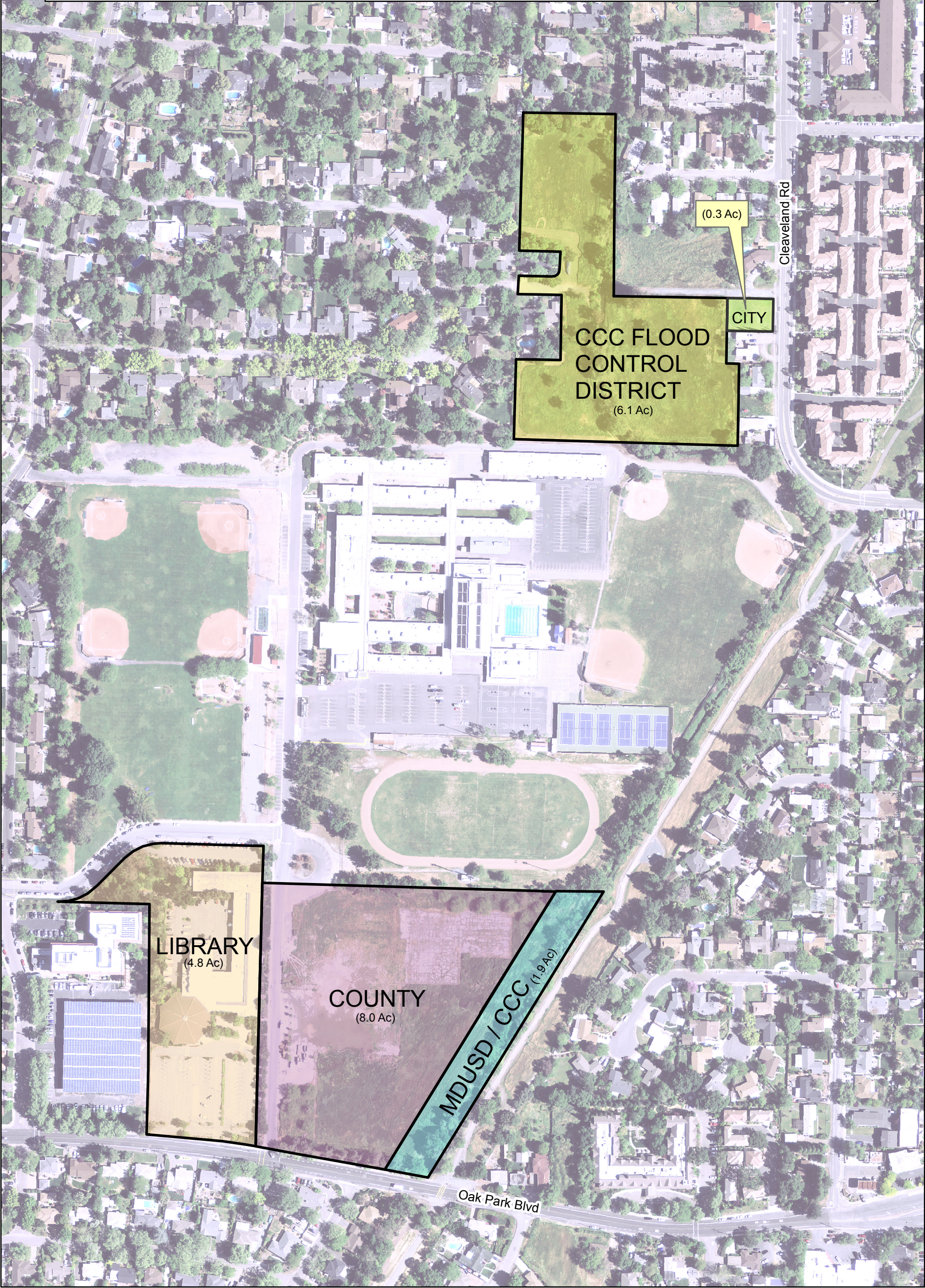
Staff would not have direction on working with the City of Pleasant Hill on the disposition of County properties in the South Pleasant Hill area.

#### CHILDREN'S IMPACT STATEMENT:

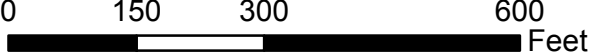
Not applicable.



# South Pleasant Hill: Existing Vacant County Parcels



Contra Costa County  
**Public Works**  
Department







Contra  
Costa  
County

To: Board of Supervisors

From: Julia R. Bueren

Date: February 25, 2014

Subject: Approve a Contract Amendment with ADH Technical Services, Inc., for Water Quality Monitoring Services

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, on behalf of the Contra Costa Clean Water Program, to execute a contract amendment with ADH Technical Services, Inc., to increase the payment limit by \$220,000 to a new payment limit of \$1,515,000, for continuing compliance with mandated federal and state stormwater rules contained in National Pollutant Discharge Elimination System Permits issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, with no change in the original term of August 1, 2011 through June 30, 2014, Countywide. (100% Cities and County Stormwater Utility Fee Assessments) Project No. 6X7618

**FISCAL IMPACT:**

The cost is estimated to be \$220,000; and, shall be funded by stormwater utility fee assessments collected by the Cities/Towns and County, proportional to their respective populations.

**BACKGROUND:**

The Contra Costa Clean Water Program (CCCWP) consists of Contra Costa County, its 19 incorporated cities/towns, and the Contra Costa County Flood Control and Water Conservation District (District),

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Deanna Constable, (925)  
313-2194

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

hereinafter referred to as "Permittees."

In November 1990, the United States Environmental Protection Agency (USEPA) published final stormwater rules implementing the 1987 federal Clean Water Act (CWA) amendments, which established, among other things, a framework for regulating municipal stormwater discharges under the National Pollutant Discharge Elimination System (NPDES) Permit Program. The rules prohibit the discharge of pollutants in stormwater unless the discharge is in compliance with a NPDES permit. In response, the Permittees jointly established the CCCWP in 1991 through a Program Agreement, and jointly applied for, and were subsequently issued, joint Municipal NPDES Permits issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards (Water Boards). The Municipal NPDES Permits are reissued approximately every five years.

The permits mandate Permittees to develop and implement stormwater pollution prevention and control programs designed to reduce or eliminate the discharge of pollutants into and from municipal separate storm sewers (MS4s). Permittees conduct many of these mandated activities collectively (referred to as "Group Activities"). The roles and responsibilities of the CCCWP and Permittees are outlined in the Program Agreement, which was last updated and adopted by all Permittees in June 2010. In accordance with the Program Agreement, each City/Town/County/District manager designates a representative to participate on the Management Committee, which is the CCCWP's decision-making body.

The Management Committee has directed that certain requirements of the Municipal NPDES Permits, such as monitoring of stormwater quality and pollutants of concern (POC), and related special studies be coordinated, implemented, and funded as a Group Activity. ADH Technical Services, Inc., (ADH) has been conducting such monitoring for the CCCWP since August 2011. Based on those earlier monitoring results, additional monitoring, including Stressor/Source ID studies, is now required to meet permit mandates.

In order to continue maintaining permit compliance, CCCWP staff, on behalf of the Permittees, respectfully requests approval of this contract amendment with ADH for the remainder of Fiscal Year 2013/14.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Contract Amendment with ADH is not approved, the CCCWP would not be able to fulfill the permit mandates, and municipalities could be found in non-compliance with the NPDES permits issued by the Water Boards. Fines totaling \$10,000 per day and \$10 per gallon of stormwater discharge could potentially be imposed.

## CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas  
Date: February 25, 2014

Subject: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Western Air Logistics LLC, for a T-hangar at Buchanan Field Airport effective February 14, 2014 in the monthly amount of \$383.74, Pacheco area.

**FISCAL IMPACT:**

The Airport Enterprise Fund will realize \$4,604.88 annually.

**BACKGROUND:**

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters at Buchanan Field Airport. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during that 30-year period.

On September 1, 2000, the County obtained ownership of the aircraft hangars and shelters, pursuant to the terms of the above lease.

On February 13, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Lease

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Beth Lee, (925) 646-5722

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Agreement for use with the larger East Ramp Hangars.

On February 3, 2008, Contra Costa County Board of Supervisors approved the amended T-Hangar Lease Agreement which removed the Aircraft Physical Damage Insurance requirement. The new amended T-hangar Lease Agreement will be used to enter into this aircraft rental agreement.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

## CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

### T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** Effective February 14, 2014 ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), and Western Air Logistics LLC ("**Renter**"), hereby mutually agree and promise as follows:
  2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
  3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
  4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # C-10 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar**."
- Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States,



the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing February 14, 2014, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

- A. **Monthly Rent and Additional Rent.** Renter shall pay \$383.74 in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon Offord Hymes  
Date: February 25, 2014  
Subject: Personal Property Reimbursement

**RECOMMENDATION(S):**

RECEIVE this report and AUTHORIZE payment in the amount of \$609.00 for the loss suffered to employee Jeri Noble's eyeglasses that were damaged beyond repair while performing her job duties.

**FISCAL IMPACT:**

Liability Internal Service Fund payment of \$609.00.

**BACKGROUND:**

Sharon Hymes-Offord, Risk Manager for the County, recommends payment for personal property loss sustained by our County worker. The matter has been investigated by the Risk Management Division of the County Administrator's Office and determined that the payment is appropriate under the Compensation for Loss or Damage to Personal Property Policy as outlined in the County Administrative Bulletin 518.2. The replacement cost for Ms. Noble's eyeglasses was \$609.00.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County employee would experience difficulty performing her job duties.

**CHILDREN'S IMPACT STATEMENT:**

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Sharon Hymes-Offord  
925-335-1450

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa  
Date: February 25, 2014  
Subject: CLAIMS

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**RECOMMENDATION(S):**

DENY claims from Mayrdawna Davis, Mary Gerrard, John Muir Health (John Muir Behavioral), Yvonne Palmore, Myrna Rodriguez, and Judith Royce. DENY the application to file late claim by Willie Clay II.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Joellen Balbas  
925.335.1906

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon Offord Hymes  
Date: February 25, 2014

Subject: Final Settlement of Claim, Derek Henry vs. Contra Costa County Sheriff's Department

**RECOMMENDATION(S):**

RECEIVE this report concerning the final settlement of Derek S. Henry and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$260,000 less permanent disability advances.

**FISCAL IMPACT:**

Workers' Compensation Internal Service Fund payment of \$260,000 less permanent disability advances.

**BACKGROUND:**

Attorney Gregory M. Stanfield, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Derek S. Henry v. Contra Costa County Sheriff's Department. The Board's February 11, 2014 closed session vote was: Supervisors Gioia, Andersen, Piepho, Mitchoff and Glover – Yes. This action is taken so that the terms of this final settlement and the earlier February 11, 2014 closed session vote of this Board authorizing its negotiated settlement are known publicly.

**CONSEQUENCE OF NEGATIVE ACTION:**

Case will not be settled.

**CHILDREN'S IMPACT STATEMENT:**

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Sharon Hymes-Offord  
925-335-1450

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon Offord Hymes  
Date: February 25, 2014

Subject: Final Settlement of Claim, Kathleen Parker vs. County of Contra Costa

**RECOMMENDATION(S):**

RECEIVE this report concerning the final settlement of Kathleen J. Parker and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$142,500 less permanent disability advances.

**FISCAL IMPACT:**

Workers' Compensation Internal Service Fund payment of \$142,500 less permanent disability advances.

**BACKGROUND:**

Attorney Tom M. Hinton, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Kathleen J. Parker v. County of Contra Costa. The Board's February 11, 2014 closed session vote was: Supervisors Gioia, Andersen, Piepho, Mitchoff and Glover – Yes. This action is taken so that the terms of this final settlement and the earlier February 11, 2014 closed session vote of this Board authorizing its negotiated settlement are known publicly.

**CONSEQUENCE OF NEGATIVE ACTION:**

Case will not be settled.

**CHILDREN'S IMPACT STATEMENT:**

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Sharon Hymes-Offord  
925.335.1450

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Approval of Second Partial Settlement of In re: Plasma-Derivative Protein Therapies Antitrust Litigation

**RECOMMENDATION(S):**

1. APPROVE and AUTHORIZE the Health Services Department Director, or designee, on behalf of the County, to submit a claim form and participate in the second partial settlement of *In re: Plasma-Derivative Protein Therapies Antitrust Litigation*, Northern District of Illinois Case No. 09-CV-7666.
2. DIRECT the Health Services Department Director, or designee, to complete and submit the required claim form by April 7, 2014.

**FISCAL IMPACT:**

A third party settlement administrator will determine the amount of the settlement funds to be allocated to the County. The amount of the County's allocation will be based on the number of claims submitted and the total dollar amount of the County's qualifying purchases.

**BACKGROUND:**

On December 17, 2013, the Board of Supervisors authorized the County's participation

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Ana Roth, 925-370-5100

By: , Deputy

cc:

#### BACKGROUND: (CONT'D)

in a partial settlement in *In re: Plasma-Derivative Protein Therapies Antitrust Litigation*, U.S. District Court for the Northern District of Illinois Case No. 09-CV-7666, a class action lawsuit involving claims related to the sale of immunoglobulin and albumin between July 1, 2003 and December 31, 2009. The first partial settlement was with CSL Limited, CSL Behring Limited, LLC, CSL Plasma, Inc., and Plasma Protein Therapeutics Association.

On January 8, 2014, the Court approved a second settlement in the lawsuit. This second settlement is with Baxter Healthcare Corporation and Baxter International, Inc. (together, "Baxter"), and will require Baxter to pay \$64 million into a settlement fund, to be allocated among the plaintiff-class members. As in the previous settlement, the settlement funds to be paid by Baxter will be allocated among plaintiff-class members that participate in this second settlement based on the number of claims submitted and the total dollar amount of the class member's qualifying purchases from Baxter. Participation in this second settlement will enable the County to be allocated a portion of the settlement funds to be paid by Baxter based on the amount of its qualifying purchases.

The Court will hold a fairness hearing on April 16, 2014. At the fairness hearing, the Court will certify the settling plaintiff class and conclude this lawsuit as to Baxter. In order for the County to participate in this second settlement in the lawsuit, the Board of Supervisors must approve the proposed second settlement and authorize the Health Services Department Director, or designee, to submit claim forms to the third-party settlement administrator by April 7, 2014. Like the previous settlement in which the County participated, if the Board of Supervisors authorizes the County to participate in this second settlement, it will release Baxter from all claims related to any violation of state or federal law while selling immunoglobulin and albumin up to the present time, whether or not the violations were covered under the lawsuit. (The Settlement Agreement is available at [www.PlasmaTherapySettlement.com](http://www.PlasmaTherapySettlement.com).)

If the Board of Supervisors does not approve participating in this second settlement, the County will not be entitled to any of the settlement funds paid by Baxter. Further, to assert its individual claims against Baxter, which the class and its attorneys have asserted on behalf of the County and other class members in the lawsuit, the County would need to initiate costly litigation against Baxter.

For the foregoing reasons, Health Services Department staff recommends that the Board of Supervisors approve participating in this second settlement, and direct the Health Services Department Director, or designee, to submit claim forms by April 7, 2014.

#### CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not approve participating in this second settlement, the County will not be entitled to any of the settlement funds paid by Baxter.

#### CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Tiffany Lennear  
Date: February 25, 2014

Subject: APPROVE Board Meeting Minutes for January 2014

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**RECOMMENDATION(S):**

APPROVE Board meeting minutes for January 2014, as on file with the Office of the Clerk of the Board.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Government Code Section 25101(b) requires the Clerk of the Board to keep and enter in the minute book of the Board a full and complete record of the proceedings of the Board at all regular and special meetings, including the entry in full of all resolutions and of all decisions on questions concerning the allowance of accounts. The vote of each member on every question shall be recorded.

**CONSEQUENCE OF NEGATIVE ACTION:**

Contra Costa County will fail to meet the requirements of Government Code Section 25101(b).

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: T. Lennear, (925)  
335-1900

By: , Deputy

cc:



To: Board of Supervisors  
 From: Cathy Sanford  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: In Celebration and Recognition of 30 Years of Library Service by Judith Hayes

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

#### VOTE OF SUPERVISORS

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kathy Middleton,  
 925-927-3290

By: , Deputy

cc:

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

In the matter of:

**Resolution No. 2014/40**

**Recognizing and Celebrating 30 Years of Service by Judith Hayes**

WHEREAS, Ms. Judith Hayes received a Masters in Library Science from the University of Denver in 1970 when her husband was serving in Vietnam;

WHEREAS, Ms. Hayes began her employment with Contra Costa County Library on October 20, 1983 as a Library Assistant-Permanent Intermittent, having had a long-term assignment at the Pleasant Hill Library Periodicals, also serving in the mobile library throughout the county;

WHEREAS, Ms. Hayes was promoted to Librarian-Permanent Intermittent for Contra Costa County Library in 1987 until the present time and currently enjoys assisting library patrons at the reference desk and with public computers at libraries throughout the county;

WHEREAS, Ms. Hayes contributed to Contra Costa County Library as a trainer in several areas, including new employee training; and

WHEREAS, Ms. Hayes's dedication and commitment to community and public service has benefited the Contra Costa County Library and her community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County COMMENDS and THANKS Judith Hayes for her thirty years of service on behalf of the County and its citizens, and the Contra Costa County Library.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair,  
District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**  
District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**  
District II Supervisor

\_\_\_\_\_  
**MARY N. PIEPHO**  
District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

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

ATTESTED: February 25, 2014

David J. Twa,

By: \_\_\_\_\_, Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa  
Date: February 25, 2014

Subject: Recognition of CCC Poetry Out Loud Winners for 2014

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

#### **VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Dorothy Sansoe,  
925-335-1009

By: , Deputy

cc:

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

In the matter of:

**Resolution No. 2014/56**

**Recognizing Victoria Baca, Carlos Leal and Natalie Hill for placing First, Second, and Third in the Contra Costa County  
“Poetry Out Loud” 2014 Competition**

**WHEREAS**, the members of the Board of Supervisors of Contra Costa County are pleased to extend congratulations to Victoria Baca, Carlos Leal and Natalie Hill for placing first, second, and third in the Contra Costa County “Poetry Out Loud” 2014 Competition; and

**WHEREAS**, Victoria Baca, a junior from Las Lomas High School in Walnut Creek, was awarded First Place, Carlos Leal, a junior from Richmond High in Richmond, was awarded Second Place, and Natalie Hill, a junior from College Park High School in Pleasant Hill, was awarded Third Place in the Contra Costa County “Poetry Out Loud” Competition on February 8, 2014, a competition which emphasizes language skills and public speaking; and

**WHEREAS**, over 2,000 students countywide memorized a poem for this year’s program, a program started by the National Endowment for the Arts (NEA) and run by the California Arts Council in the State and locally by the Arts and Culture Commission of Contra Costa County (AC5), to engage high school students in the presentation of poetry through memorization and performance; and

**WHEREAS**, this is Contra Costa County’s seventh year participating in the “Poetry Out Loud” competition; and

**WHEREAS**, students performed their recitations in front of an audience of one hundred at the Las Lomas High School Theatre in Walnut Creek; and

**WHEREAS**, the pool of finalists included students from eleven county high schools, including: College Park High in Pleasant Hill, Deer Valley High in Antioch, El Cerrito High in El Cerrito, Independence High in Brentwood, Las Lomas High in Walnut Creek, Monte Vista High in Danville, Mt. Diablo High in Concord, Northgate High in Walnut Creek and Making Waves Academy, Richmond High and Salesian High, all in Richmond; and

**WHEREAS**, Ms. Baca, Mr. Leal, and Ms. Hill gave extraordinary recitations along with a very competitive group of finalists; and

**WHEREAS**, the “Poetry Out Loud” program seeks to foster the next generation of literary readers by recognizing the latest trends in poetry: recitation and performance; and

**WHEREAS**, to excel as Ms. Baca, Mr. Leal, and Ms. Hill have done, a young person must demonstrate, in addition to a great deal of natural ability, an outstanding spirit of dedication, enthusiasm and hard work;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Contra Costa County, California does hereby recognize Victoria Baca, Carlos Leal and Natalie Hill for placing First, Second, and Third in the Contra Costa County “Poetry Out Loud” 2014 Competition and extend this expression of our pride in your accomplishments.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair,  
District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**  
District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**  
District II Supervisor

\_\_\_\_\_  
**MARY N. PIEPHO**  
District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

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

ATTESTED: February 25, 2014

David J. Twa,

By: \_\_\_\_\_, Deputy



To: Board of Supervisors  
 From: Candace Andersen  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: Resolution recognizing Youth-to-Youth at their 20th Anniversary

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

#### **VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Lauri Byers, (925)  
 957-8860

By: , Deputy

cc:

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

In the matter of:  
recognizing Youth-to-Youth on their 20<sup>th</sup> anniversary.

**Resolution No. 2014/62**

Twenty years ago Youth-to-Youth was introduced to the San Ramon Valley; the idea of a conference was successfully pitched to a local nonprofit, Community Against Substance Abuse (CASA) ; and

**Whereas**, Youth-to-Youth originally started as a conference for high school students, but after the first few conferences, the high school students decided that the event should also focus on middle school students since many of them began making decisions about alcohol, drugs, and other high risk behavior; and

**Whereas**, The Youth-to-Youth conference, staffed entirely by high school students, has grown to serve over 400 local middle school students in attendance; and

**Whereas**, High school students work enthusiastically planning drug prevention programs and participating in leadership activities while planning this conference for 6th, 7th and 8th graders; and

**Whereas**, The Youth-to-Youth Conference is a way to develop the best in teens and build their leadership skills while having fun, and it is an opportunity for young people to support each other working towards one common goal - to make the very best decisions and live a healthy, drug free life.

that the Board of Supervisors of Contra Costa County does hereby recognize **Youth-to-Youth** for making a positive difference in the lives of young students.

\_\_\_\_\_  
**KAREN MITCHOFF**

Chair,  
District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**  
District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**  
District II Supervisor

\_\_\_\_\_  
**MARY N. PIEPHO**  
District III Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**  
District V Supervisor

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

ATTESTED: February 25, 2014

David J. Twa,

By: \_\_\_\_\_, Deputy





To: Board of Supervisors

From: John Gioia

Date: February 25, 2014

Subject: Honoring Efforts to Bridge the Digital Divide and Expand Wireless in Contra Costa County

Contra  
Costa  
County

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

#### VOTE OF SUPERVISORS

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Luz Gomez 510-231-8689

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors

From: John Gioia

Date: February 25, 2014

Subject: Reappoint Rudolph Raab to the Aviation Advisory Committee District 1 seat

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**RECOMMENDATION(S):**

REAPPOINT the following individual to the Aviation Advisory Committee District 1 seat with a term expiring February 28, 2017, as recommended by Supervisor Gioia:

Rudolph Raab  
826 32nd Street  
Richmond, CA  
94804-1330

510-237-9323

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Rudolph Raab has been serving successfully on the Aviation Advisory Committee and Supervisor Gioia would like to reappoint him.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat will become vacant.

**CHILDREN'S IMPACT STATEMENT:**

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: James Lyons,  
510-231-8692

By: , Deputy

cc:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors

From: John Gioia

Date: February 25, 2014

Subject: Appoint Texanita Bluitt to the Emergency Medical Care Committee District 1 seat

**RECOMMENDATION(S):**

APPOINT the following individual to the District 1 seat of the Emergency Medical Care Committee with a term expiring September 30, 2014, as recommended by Supervisor Gioia:

Texanita Bluitt  
4795 Potrero Ave.  
Richmond, CA 94804

**FISCAL IMPACT:**

None

**BACKGROUND:**

The duties of the EMCC as specified in the California Health and Safety Code Section 1797.274 and 1797.276 are to review the operations of each of the following at least annually: 1. Ambulance services operating within the county. 2. Emergency medical care offered within the county, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: James Lyons,  
510-231-8692

By: , Deputy

cc:

BACKGROUND: (CONT'D)

aid techniques. 3. First aid practices in the county. B. The EMCC shall, at least annually, report to the Authority, and the local EMS Agency its observations and recommendations relative to its review of the ambulance services emergency medical care, and first aid practices, and programs for training people in cardiopulmonary resuscitation and lifesaving first aid techniques, and public participation in such programs in the county. The EMCC shall submit its observations and recommendations to the County Board of Supervisors which it serves and shall act in an advisory capacity to the County Board of Supervisors, and to the County EMS Agency, on all matters relating to emergency medical services as directed by the Board.

Ms. Bluitt is a Registered Nurse holding Bachelor's and Master's degrees in nursing. She has also served as a nurse instructor and home caregiver. Ms. Bluitt is a longtime resident of West County.

Supervisor Gioia recruits for his advisory body openings in a number of ways including through his website, eblasts, newsletters, and the traditional media; interviewing eligible candidates.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



To: Board of Supervisors  
 From: Karen Mitchoff  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: Appointment to the Iron Horse Corridor Management Advisory Committee

**RECOMMENDATION(S):**

APPOINT the following individual to the Iron Horse Corridor Management Advisory Committee representing the City of Pleasant Hill with a term expiring on January 1, 2016, as recommended by Supervisor Mitchoff:

Chris Learned  
 247 Twinview Drive  
 Pleasant Hill, CA 94523

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Iron Horse Corridor Management Advisory Committee was authorized by the Board of Supervisors on July 22, 1997. It was established to assist Contra Costa County in developing a management program for the Iron Horse Corridor. In October of 2000 the Board expanded the Advisory Committee's role to continue implementation and monitoring of the Landscape Element of the Management Program and to assist in completion of the Joint Use Criteria and Standards, Public Information, and Finance elements of the Management Program. Advisory Committee seats include one representative

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Laura Case 925-521-7100

By: , Deputy

cc: Carrie Ricci



**BACKGROUND: (CONT'D)**

from each jurisdiction or unincorporated community along the corridor, a District II seat, a District IV seat and a seat for the East Bay Regional Park District.

Mr. Learned's reappointment to the Iron Horse Corridor Management Advisory Committee was approved by the Pleasant Hill City Council on January 27, 2014.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat representing the City of Pleasant Hill on the Iron Horse Corridor Management Advisory Committee will be vacant.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



To: Board of Supervisors  
 From: Federal D. Glover  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: Ratify Appointment of Marina Ramos from the County Service Area R-10 Citizens Advisory Committee and Accept her Resignation

**RECOMMENDATION(S):**

RATIFY the reappointment of Marina Ramos to the Appointee 3 seat on the County Service Area R-10 Citizens Advisory Committee to a term expiring June 30, 2014, as recommended in a letter dated April 16, 2013 from Supervisor Glover; ACCEPT the resignation of Marina Ramos effective immediately; DECLARE a vacancy in the Appointee 3 seat on the County Service Area R-10 Citizens Advisory Committee; and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Glover.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The mission of the County Service Area R-10 Citizens Advisory Committee is to advise the Board of Supervisors and the administrative department regarding the desires of the community in the area of local park and recreation facilities and services.

Mrs. Ramos has been serving on the County Service Area R-10 Citizens Advisory Committee and now wishes to resign her seat for personal reasons.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Vincent Manuel, (925)  
 427-8138

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen  
Date: February 25, 2014

Subject: APPOINTMENTS TO THE IRON HORSE CORRIDOR MANAGEMENT PROGRAM ADVISORY  
COMMITTEE

**RECOMMENDATION(S):**

1. REAPPOINT the following individuals to the Iron Horse Corridor Management Program

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Jill Ray, 925-957-8860

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Iron Horse Corridor Committee

RECOMMENDATION(S): (CONT'D)

Advisory Committee for terms to expire on January 1, 2018, as recommended by Supervisor Andersen:

District 2 At-Large  
Paul Eykamp  
3073 Lunada Lane  
Alamo, CA 94507

Town of Danville  
Stewart Proctor  
1800 Saint Norbert Drive  
Danville CA 94526

Alamo Area  
Gregory Wiener  
130 Linhares Lane  
Alamo, CA 94507

2. APPOINT the following individuals to the City of San Ramon Seat on Iron Horse Corridor Management Program Advisory Committee for terms to expire on January 1, 2015, as recommended by Supervisor Andersen:

City of San Ramon  
David Hudson  
2222 Camino Ramon  
San Ramon, CA 94583

City of San Ramon Alternate  
Harry Sachs  
222 Camino Ramon  
San Ramon, CA 94583

FISCAL IMPACT:

NONE.

BACKGROUND:

The Iron Horse Corridor Management Advisory Committee was authorized by the Board of Supervisors on July 22, 1997. It was established to assist Contra Costa County in developing a management program for the Iron Horse Corridor. In October of 2000 the Board expanded the Advisory Committee's role to continue implementation and monitoring of the Landscape Element of the Management Program and to assist in completion of the Joint Use Criteria and Standards, Public Information, and Finance elements of the Management Program.

Advisory Committee seats include one representative from each jurisdiction or unincorporated community along the corridor, a District II seat, a District IV seat and a seat for the East Bay Regional Park District.

Mr. Proctor's reappointment to the Iron Horse Corridor Management Advisory Committee was requested by the Danville Town Council on November 19, 2013.

Mr. Hudson's reappointment to the Iron Horse Corridor Management Advisory Committee was requested by the City of San Ramon on January 28, 2014. In addition, they have requested Mr. Harry Sachs be appointed as an alternate, should Mr. Hudson be unable to attend a meeting.

Supervisor Andersen has been pleased with the work done by Mr. Eykamp as the District II-At Large representative and Gregory Wiener as the Alamo Area representative .

CONSEQUENCE OF NEGATIVE ACTION:

The seats will become vacant and the committee will be unable to attain a quorum.

CHILDREN'S IMPACT STATEMENT:

None.





Contra  
Costa  
County

To: Board of Supervisors

From: Karen Mitchoff

Date: February 25, 2014

Subject: Reappointment to the Aviation Advisory Committee

**RECOMMENDATION(S):**

REAPPOINT the following individual to the District IV seat on the Aviation Advisory Committee to a three year term expiring on March 1, 2017, as recommended by Supervisor Mitchoff:

Mr. Thomas Weber  
503 Skyview Court  
Pleasant Hill, CA 94523

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Aviation Advisory Committee (AAC) was established by the Board of Supervisors to provide advice and recommendations to the Board of Supervisors on the aviation issues related to the economic viability and security of airports in Contra Costa County. The AAC is mandated to cooperate with local, state, and national aviation interests for the safe and orderly operation of airports; advance and promote the interests of aviation; and protect the general welfare of the people living and working near the airport and the County

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Laura Case 925-521-7100

By: , Deputy

cc:

BACKGROUND: (CONT'D)

in general. The AAC may initiate discussions, observations, or investigations and may hear comments on airport and aviation matters from the public or other agencies in order to formulate recommendations to the Board. In conjunction with all of the above, the Aviation Advisory Committee provides a forum for the Director of Airports regarding policy matters at and around the airport.

The AAC comprises 11 members who must be County residents: one appointed by each Supervisor; one from and nominated to the Board by the City of Concord; one from and nominated to the Board by the City of Pleasant Hill; one from and nominated to the Board by Diablo Valley College; one from and nominated to the Board by the Contra Costa County Airports Business Association; two at large to represent the general community, to be nominated by the Internal Operations Committee. At least one of the above shall be a member of the Airport Land Use Commission.

CONSEQUENCE OF NEGATIVE ACTION:

The District IV seat on the Aviation Advisory Committee will be vacant.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher  
Date: February 25, 2014

Subject: Accept Resignation from Workforce Development Board

**RECOMMENDATION(S):**

ACCEPT resignation of Brenda King-Randle, DECLARE a vacancy in the Education Seat No. 1 seat on the Workforce Development Board, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Workforce Development Board was created on pursuant to the Federal Workforce Investment Act of 1998 and has the responsibility for overall workforce investment policy, mandated workforce investment policy and oversight of the One-Stop Career Center system. The Workforce Development Board is composed of 38 seats: Business members (19); Education members (2); Labor members (5); Community-based Organization members (3), Economic Development members (2) and One-Stop Mandated Partners (7).

Ms. King-Randle submitted her resignation to Stephen Baiter, Workforce Development Director, on December 1, 2013, Ms. King-Randle was appointed

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Earl Maciel 3-1648

By: , Deputy

cc:

BACKGROUND: (CONT'D)

to Education seat No. 1 on March 6, 2011. The term of this seat expires on June 30, 2014.

CONSEQUENCE OF NEGATIVE ACTION:

The Workforce Development Board will be unable to fill this position and will have difficulty conducting routine business.

CHILDREN'S IMPACT STATEMENT:

None



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher  
Date: February 25, 2014

Subject: Accept Resignation from Workforce Development Board

**RECOMMENDATION(S):**

ACCEPT resignation of Jeffrey Hudson, DECLARE a vacancy in the Business Seat No. 12 seat on the Workforce Development Board, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Workforce Development Board was created on pursuant to the Federal Workforce Investment Act of 1998 and has the responsibility for overall workforce investment policy, mandated workforce investment policy and oversight of the One-Stop Career Center system. The Workforce Development Board is composed of 38 seats: Business members (19); Education members (2); Labor members (5); Community-based Organization members (3), Economic Development members (2) and One-Stop Mandated Partners (7). Mr. Hudson submitted her resignation to Stephen Baiter, Workforce Development Director, on November 25, 2013, Mr. Hudson was appointed to Business seat No. 12 on September 14, 2011. The term of this seat expires on June 30, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Earl Maciel 3-1648

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Workforce Development Board will be unable to fill this position and will have difficulty conducting routine business.

CHILDREN'S IMPACT STATEMENT:

None





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Declare Emergency Medical Care Committee (EMCC) Vacant Seats

**RECOMMENDATION(S):**

Declare vacant Seat C6 – Private Provider Field Paramedic primary, Seat C6 – Private Provider Field Paramedic alternate and C2 - Air Medical Transportation Provider primary, on the Emergency Medical Care Committee (EMCC) and DIRECT the Clerk of the Board to post these vacancies, as recommended by the Health Services Director.

**FISCAL IMPACT:**

No General Fund impact.

**BACKGROUND:**

Resignation of current seat C6 primary holder Neil Altimari; seat C6 alternate holder Keith Robinson; and seat C2 primary holder Kim Adams in January 2014.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to declare the vacancies will delay making new appointments to the seats.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Patricia Frost, 646-4690

By: , Deputy

cc: T Scott, C Rucker, Leticia Andreas



To: Board of Supervisors  
 From: Karen Mitchoff  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: Appointment to the Iron Horse Corridor Management Advisory Committee

**RECOMMENDATION(S):**

APPOINT the following individual to the Iron Horse Corridor Management Advisory Committee representing District IV to a term expiring on January 1, 2015, as recommended by Supervisor Mitchoff:

Andrew Bryant  
 117 Candelero Place  
 Walnut Creek, CA 94598

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Iron Horse Corridor Management Advisory Committee was authorized by the Board of Supervisors on July 22, 1997. It was established to assist Contra Costa County in developing a management program for the Iron Horse Corridor. In October of 2000 the Board expanded the Advisory Committee's role to continue implementation and monitoring of the Landscape Element of the Management Program and to assist in completion of the Joint Use Criteria and Standards, Public Information, and Finance elements of the Management Program. Advisory Committee seats include one representative

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Laura Case 925-521-7100

By: , Deputy

cc: Carrie Ricci

BACKGROUND: (CONT'D)

from each jurisdiction or unincorporated community along the corridor, a District II seat, a District IV seat and a seat for the East Bay Regional Park District

CONSEQUENCE OF NEGATIVE ACTION:

The District IV seat on the Iron Horse Corridor Management Advisory Committee will be vacant.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014  
Subject: Medical Staff  
Appointment

**RECOMMENDATION(S):**

Approve new medical staff member Rawel Randhawa, M.D., Internal Medicine, as recommended by the Health Services Director.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

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

**CONSEQUENCE OF NEGATIVE ACTION:**

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

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: T Scott, C Rucker, Steele Colby



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Appointment to the Integrated Pest Management Advisory Committee

---

**RECOMMENDATION(S):**

APPOINT the following individual to the Integrated Pest Management Committee in the Public Seat for a representative from the County Fish and Wildlife Committee, as recommended by the County Fish and Wildlife Committee:

Susan Heckly, 301 W. Prospect Avenue, Danville 94526.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On December 17, 2013, the Board of Supervisors appointed Dr. Jim Hale as the representative from the Fish and Wildlife Committee to the Integrated Pest Management Advisory Committee. Since Dr. Hale is currently unable to serve, the Fish and Wildlife Committee nominated Susan Heckly to take his place.

On November 10, 2009, the Board of Supervisors established the Integrated Pest Management Advisory Committee.

Purpose of the Integrated Pest Management (IPM) Advisory Committee (from the Committee's Bylaws):

A. Protect and enhance public health, County resources, and the environment; B. Minimize risks and maximize benefits to the general public,

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Randy Sawyer, 335-3210

By: , Deputy

cc: T Scott, C Rucker, T Drlik

## BACKGROUND: (CONT'D)

staff and the environment as a result of pest control activities conducted by County staff and contractors; C. Promote a coordinated County-wide effort to implement IPM in the County in a manner that is consistent with the Board-adopted IPM Policy; D. Serve as a resource to help Department Heads and the Board of Supervisors review and improve existing pest management programs and the processes for making pest management decisions; E. Make policy recommendations upon assessment of current pest issues and evaluation of possible IPM solutions; and F. Provide a forum for communication and information exchange among members in an effort to identify, encourage, and stimulate the use of best or promising pest management practices.

### Purview of the Committee

The Committee is concerned with the operation of County Departments and not with the actions of other public agencies, private individuals, business, or industry.

### Current Committee Membership (from the Committee's bylaws)

#### III. Membership

A. The membership of the Committee shall be composed of the following:

1. Four (4) ex-officio, non-voting members as follows:

- a. Agricultural Commissioner, or designee
- b. General Services Deputy Director, or designee
- c. Public Works Deputy Director, or designee
- d. A current Structural Pest Management contractor with General Services Department

2. Eight (8) voting members as follows:

a. Two (2) ex-officio members:

- i. Health Services Department representative
- ii. County/Unincorporated County Storm Water Program representative

b. Six (6) public members:

- i. Public and Environmental Health Advisory Board representative
- ii. County Fish and Wildlife Committee representative
- iii. Three (3) Type 2, "At Large Appointments,"

iv. One (1) Type 3, "At Large Appointment," for an environmental organization with either 501(c)(3) or 501(c)(4) status

3. One (1) Type 3, "At Large Appointment" for a Public Member – Alternate.

### Term Expirations

The term expiration for the appointment made under this Board Order will be December 31, 2015.

### Nomination by the County Fish and Wildlife Committee (FWC)

FWC nominated Susan Heckly on January 15, 2014.





Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: February 25, 2014  
Subject: Appointments to the Family and Children's Trust Committee

---

**RECOMMENDATION(S):**

APPOINT Karin Kauzer to At-Large Seat 1 on the Family and Children's Trust Committee for terms expiring September 30, 2014, as recommended by the County Administrator.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Family and Children's Trust Committee (FACT), was established in 1982 by the Contra Costa County Board of Supervisors to make funding recommendations on the allocation of a variety of funds for prevention and intervention services to reduce child abuse and neglect, provide supportive services to families and children, and promote a more coordinated, seamless system of services for families. Funding for FACT supported projects derived from federal and state program legislation, and donations to the County's Family and Children's Trust Fund.

Every two years, the members of the FACT Committee establish a series of county priorities for the use of these funds through review of existing data and reports and by holding Public Hearings in various areas of the county. The Committee then develops a competitive bidding process to select non-profit, community-based

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **02/25/2014** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Dorothy Sansoe,  
925-335-1009

By: , Deputy

cc:

#### BACKGROUND: (CONT'D)

agencies that can best provide the services determined to be most important. Program recommendations are made to the Board of Supervisors which makes the final funding decisions. The Committee continues to evaluate these funded programs to ensure continued provision of quality service and achievement of stated goals.

Programs currently being supported include countywide parenting classes, therapeutic day care for emotionally disturbed children, treatment for families, young children and teens with both substance abuse and child abuse issues, services for homeless families, and projects to support children whose mothers have been victims of domestic violence and sexual assault.

The FACT Committee has up to fifteen members who are appointed by the Board and include citizens with expertise in children's issues, education, law, non-profit agency management, public health, and program research/evaluation. In addition, the Director of the Child Abuse Prevention Council sits as ex-officio member of the Committee and participates in all matters except actually voting on funding recommendations.

Terms for all Commission seats are three years.

The Family and Human Services Committee was scheduled to meet in February to discuss the recommended appointment. However, that meeting was cancelled and the application could not be reviewed. Due to timing, the fact that this individual is being recommended by current members of the Committee and her appointment is not controversial, and the need to fill the seat expeditiously, the recommendation is being forwarded directly to the Board of Supervisors for review.

#### CONSEQUENCE OF NEGATIVE ACTION:

The seats will not be filled and the work of the Committee may be jeopardized.

#### CHILDREN'S IMPACT STATEMENT:

Not Applicable.

Contra Costa County California  
**Employment & Human Services**

Kathy Gallagher, Director

40 Douglas Dr., Martinez, CA 94553 \* Phone: (925) 313-1579 \* Fax: (925) 313-1575 \* [www.cccounty.us/ehsd](http://www.cccounty.us/ehsd)

**MEMORANDUM**

DATE: December 3, 2013

TO: Family and Human Services Committee  
Supervisor Candace Anderson, District II, Chair  
Supervisor Federal Glover, District V, Vice-Chair

FROM: Kathy Gallagher, EHSD Director  
Rhonda Smith, FACT Staff

SUBJECT: Vacant Seat Membership Recommendations

The Employment and Human Services Department Director, Kathy Gallagher, respectfully requests that the Family and Human Services Committee accept recommendations to appoint the following applicant for the vacant At-Large Seat, 1.

At-Large Seat 1

Karin Kauzer  
Retired Resource Specialist  
880 Juanita Drive  
Walnut Creek, CA 94595 \* C: (925) 818-5437  
[karinkauzer@gmail.com](mailto:karinkauzer@gmail.com)

**PURPOSE OF COMMITTEE**

The purpose of this Committee is to establish priorities and make funding recommendations to the Board of Supervisors on the allocation of specific funds for the prevention/amelioration of child abuse and neglect, and the promotion of positive family functioning. These funds include: The Child Abuse Prevention, Intervention, and Treatment funds (CAPIT) funds, (AB 1733), Birth Certificate funds (AB2994), the Family and Children's Trust funds, the Community-Based Child Abuse Prevention funds (CBCAP), the Child Care Affordability funds, and other funds as may be subsequently directed by the Board of Supervisors.

The FACT Committee also provides information and data to the Employment and Human Services Department on the effectiveness of current and proposed programs for families and children and on recent or pending legislation that would potentially impact family and children's services programs, clients, or funding mechanisms.

#### SUMMARY OF RECRUITMENT EFFORTS/NOMINEES FOR MEMBERSHIP

The FACT Committee in conjunction with the County Administrator's Office continues to make every effort to fill its vacant seats. The efforts include contacting each district Supervisor's office and releasing a public notice, partaking in a mass mailing campaign to over three-hundred and fifty places of faith and worship and places that reach out to the senior communities in Contra Costa County, inviting interested parties to consider membership and soliciting the support of current members to outreach to potential candidates for consideration for membership.

Presently, the Committee has scheduled vacancies in two At-Large Seats. The Committee respectfully recommends appointing Ms. Karin Kauzer to the vacant At-Large Seat, 1. Ms. Kauzer has expressed a sincere interest in joining the Committee and is dedicated to fulfilling the mission and goals as outlined in the Committees' policies and procedures. Ms. Kauzer will serve a two year term if appointed.

The following candidate is requesting appointment for membership:

**Karin Kauzer:** - Ms. Kauzer is actively involved with her community and seeks an opportunity to impact service delivery countywide. With over 32 years of experience in the field of Special Education, Ms. Kauzer brings a wealth of insight into the needs and gaps in services available for children with special needs and their families. Ms. Kauzer has also worked as an elementary and secondary school teacher both here in the United States and abroad in Germany. Ms. Kauzer has attended FACT meetings in an effort to determine if the servitude of the Committee was a cause she would be willing to dedicate her time and talents. Fortunately for the Committee, Ms. Kauzer has decided to apply for membership. Ms. Kauzer has a Bachelor of Arts (BA) from the University of Maine at Farmington in Special Education and several awarded certificates from California State University, East Bay and Saint Mary's College. Ms. Kauzer is a candidate for appointment to At-Large Seat 1.

Based on the above provided information, the Director of EHSD on behalf of the FACT Committee respectfully recommends that the FHS Committee appoint Ms. Kauzer for membership on the FACT Committee.

Enc.

Board, Committees, and Commission Application for *Karin Kauzer*  
Conflict Free Statement for *Karin Kauzer*



Contra  
Costa  
County

For Office Use Only

Date Received:

For Reviewers Use Only:

Accepted

Rejected

## BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

**MAIL OR DELIVER TO:**

Contra Costa County  
CLERK OF THE BOARD  
651 Pine Street, Rm. 106

Martinez, California 94553-1292

PLEASE TYPE OR PRINT IN INK

(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

**FACT**

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Kauzer Karin  
(Last Name) (First Name) (Middle Name)

2. **Address:** 880 Juanita Drive Walnut Creek CA 94595  
(No.) (Street) (Apt.) (State) (Zip Code)

3. **Phones:** (925) 256-8835 (925) 818-5437  
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** karinkauzer@gmail.com

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma ☐ G.E.D. Certificate ☐ California High School Proficiency Certificate ☐

Give Highest Grade or Educational Level Achieved Bachelor of Science plus additional course work

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Cornell University	undecided	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	1.5			
B) University of South Florida	undecided	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	.5			
C) University of Maine at Farmington	Special Education	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	4		Bachelor's	1976
D) Other schools / training completed: Cal State Hayward and Saint Mary's	Course Studied California learning handicapped	Hours Completed unknown			Certificate Awarded: Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  8/1981      6/2013</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u>  32 years</p> <p>Hrs. per week <u>40++</u>    Volunteer <input type="checkbox"/></p>	<p>Title  Resource Specialist</p> <p>Employer's Name and Address  Acalanes Union High School District:  Campolinda High School and  Acalanes High School</p> <p>1212 Pleasant Hill Road, Lafayette, Ca  94549</p>	<p>Duties Performed</p> <ul style="list-style-type: none"> <li>-Special Education teacher (resource specialist) for mainstreamed diploma track students</li> <li>-Dept. Chair--32 years</li> <li>-New Crew (freshmen mentoring program advisor)</li> <li>-Leadership class co-advisor</li> </ul>
<p>B) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  8/1979      6/1981</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u>  2 years</p> <p>Hrs. per week <u>40+</u>    Volunteer <input type="checkbox"/></p>	<p>Title  Teacher</p> <p>Employer's Name and Address  Department of Defense Overseas  Dependents Schools  Kaiserslautern, Germany</p>	<p>Duties Performed</p> <p>Third grade teacher and teacher in primary center grades 1-3.</p>
<p>C) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  9/1978      6/1979</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u>  1 year</p> <p>Hrs. per week <u>40+</u>    Volunteer <input type="checkbox"/></p>	<p>Title  Grade 3/Remedial Reading Teacher</p> <p>Employer's Name and Address  Wayne Elementary School, Wayne  Maine</p>	<p>Duties Performed</p> <p>Grade 3 teacher and Reading Specialist.</p>
<p>D) Dates (Month, Day, Year)  <u>From</u>      <u>To</u>  1/1977      6/1978</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u>  1.5 years</p> <p>Hrs. per week <u>40+</u>    Volunteer <input type="checkbox"/></p>	<p>Title  Reading and Secondary Practicum Sup <input type="checkbox"/></p> <p>Employer's Name and Address  University of Maine at Farmington,  Farmington, Maine</p>	<p>Duties Performed</p> <p>Scheduled, supervised and evaluated UMF elementary and secondary education major students.</p>



7. How did you learn about this vacancy?

☐ CCC Homepage ☐ Walk-In ☐ Newspaper Advertisement ☐ District Supervisor ☒ Other Marianne Gagen

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No ☒ Yes ☐

If Yes, please identify the nature of the relationship: \_\_\_\_\_

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name:

Karin Kung

Date:

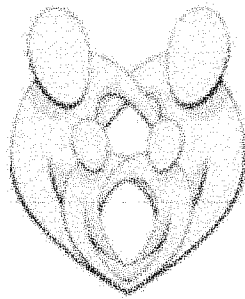
10/5/13

### Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: 651 Pine Street, Room 106, Martinez, CA 94553.
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

# FAMILY AND CHILDREN'S TRUST COMMITTEE

Please reply to:  
FACT Staff  
Contra Costa County  
Social Services Department  
40 Douglas Drive  
Martinez, CA 94553-4068



## Family and Children's Trust Committee Conflict Free Statement

Pursuant to both the legal requirements of the State Department of Social Services and the Contra Costa County Board of Supervisors' conflict of interest guidelines dated July 10, 1989. The undersigned, who is a member of the FACT Committee, does solemnly state that:

1. I am not a board member or an employee of an agency receiving funds from AB1733(CAPIT), AB 2994(Birth Certificate), Community Based Child Abuse Prevention (CBCAP) or the Ann Adler Trust Fund.
2. I am not a board member or an employee of an agency applying for funds from AB 1733, AB 2994, CBCAP, or the Ann Adler Trust Fund.
3. I have not been a board member or an employee of an agency during a twelve month period measured either from the date I resigned from an agency which received funds from either AB 1733, AB 2994, CACAP, or the Ann Adler Trust Fund at any time during the preceding fiscal year or after the end of the fiscal year in which that agency received any funds from AB 1733, AB 2994, CBCAP, or the Ann Adler Trust Fund.
4. I am not the spouse or business partner of anyone who is a board member or an employee of an agency which is currently receiving funds from AB 1733, AB 2994, CBCAP, or the Ann Adler Trust Fund.
5. I have talked with the Chair of the FACT Committee and FACT staff and understand the aforementioned statements.

Signed

Date

FACT Chairperson

Date

The family and children's trust committee is appointed by the board of supervisors to make recommendations on the appropriate expenditure of various state and local funds.

Karen R.



Contra  
Costa  
County

To: Board of Supervisors

From: Ed Woo

Date: February 25, 2014

Subject: Add One ISPA I Position for PeopleSoft Unit

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21414 to add one (1) Information Systems Programmer/Analyst I (LPWA) (represented) position at salary plan and grade ZB5 1496 (\$4,570 - \$5,555) in the Department of Information Technology.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost of \$98,720 to the Department of Information Technology.

DoIT charges for all services and these charges include revenue generated from non-general fund departments and other public agencies. The cost of this position would be included in the charges to our users.

**BACKGROUND:**

PeopleSoft is the core for processing all personnel transactions, benefits, and information pertinent to providing employees with benefits and pay. Human Resources and the Auditor Controller use it to process all employee actions and assure employees are paid correctly. All departments use PeopleSoft to enter HR transactions.

IT staff that currently support PeopleSoft are approaching retirement within the next 3-4 years and viable replacements must be found and adequately trained to maintain sufficient support to assure that the departments, Human Resources and Auditor Controller are technically supported. It takes at least two years for a junior analyst to be trained to independently provide support to the departments. If IT support is not adequate, delays in processing and resolving system

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Ed Woo 925-383-2688

By: , Deputy

**BACKGROUND: (CONT'D)**

problems could occur, which could impact employees being paid on time.

The PeopleSoft Steering Committee has approved the addition of one ISPA position to the DoIT support staff. Since Payroll and Human Resource functions are critical to this County, DoIT support of these functions is just as critical.

It is imperative that we start to develop the next generation of this support now, so that adequate support will be seamless.

In addition, once the current timekeeping project, ADP eTime, is implemented, the Steering Committee will need to consider a PeopleSoft upgrade as the product is no longer in support. This also will require additional staff as resources to act on this project while maintaining sufficient support to run Payroll process.

**CONSEQUENCE OF NEGATIVE ACTION:**

DoIT will not be able to properly support the critical County Payroll and Human Resources functions.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable

# POSITION ADJUSTMENT REQUEST

NO. 21414  
DATE 1/15/2014

Department Information Technology

Department No./

Budget Unit No. 0147 Org No. 1065 Agency No. A03

Action Requested: Add one ISPA I (LPWA) position.

Proposed Effective Date: \_\_\_\_\_

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☐ No ☒

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$981,720.00

Net County Cost \$0.00

Total this FY \$32,907.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Peoplesoft Project Budget

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

/s/ Edward G. Woo

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie DiMaggio Enea

1/16/14

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Add one (1) Information Systems Programmer/Analyst I (LPWA) position (represented) at salary level ZB5 1496 (\$4570-\$5555) in the Department of Information Technology.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Marta Goc

2/6/2014

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 2/10/2014

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 2/10/2014

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
  - ☐ a. Competitive examination(s)
  - ☐ b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - ☐ c. Direct appointment of:
    - ☐ 1. Merit System employee who will be placed on leave from current job
    - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Add and Cancel Position in the Health Services  
Department

**RECOMMENDATION(S):**

ADOPT Position Resolution No.21421 to add one (1) full-time Registered Nurse-Experienced Level (VWXD) position (\$7,197-\$8,022) and cancel vacant Utilization Review Coordinator (VWSD) position #12531 (\$7,122-\$8,657) in the Contra Costa Health Plan division of the Health Services Department.

**FISCAL IMPACT:**

There will be no additional cost associated with this action. There will be a cost savings of \$12,229 annually with this action.

**BACKGROUND:**

The Utilization Management Unit of the Contra Costa Health Plan currently has a per-diem Registered Nurse working full-time. The unit does not anticipate the current workload decreasing in the future. As reported in the last UM report to QC, the unit has experienced a significant increase in authorization requests which has more than doubled over the past year. The UM review process is becoming more stringent.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved and without additional staff, the Utilization Management unit will not be able to meet mandated requirements of the Health Plan.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kristen Cunningham,  
957-5267

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

# POSITION ADJUSTMENT REQUEST

NO. 21421  
DATE 2/1/2014

Department HEALTH SERVICES-CCHP

Department No./

Budget Unit No. 0860 Org No. 6120 Agency No. A18

Action Requested: Add one(1) full-time Registered Nurse-Experienced Level and cancel one Utilization Review Coordinator (position #12531) in the Contra Costa Health Plan of the Health Services Department

Proposed Effective Date: 2/11/2014

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$12,229.00

Net County Cost \$0.00

Total this FY \$5,095.40

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT CCHP Member Premiums

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Kristen Cunningham

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

2/4/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 2/4/2014

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approved as requested by Department

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Increase the hours of 10 positions in the Health Service Department.

**RECOMMENDATION(S):**

Adopt Position Adjustment Resolution No. 21425 to increase the hours of ten positions as outlined in Attachment A in the Health Services Department.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost of approximately \$170,502, including pension cost of \$42,626, and will be funded by Enterprise 1.

**BACKGROUND:**

In accordance with Section 52C of the MOU between the County and Local 1, permanent-intermittent and permanent part-time employees in classes represented by Local 1 who wish to have their positions hours increased, must so request in writing twice per year. The Department must review each request considering the actual hours assigned and worked by the employee during the previous six months as well as the anticipated continuing need for the additional hours.

The Health Service Department has evaluated these request and verified that the incumbents have consistently worked above their position hours and the need for the additional hours will continue.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Shelanda Adams,  
925-957-5263

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department will not have sufficient hours in these positions to perform required and state mandated functions. Further, the County would not be in compliance with its agreement with Local 1 regarding hours increases.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

# POSITION ADJUSTMENT REQUEST

NO. 21425  
DATE 2/3/2014

Department HEALTH SERVICES

Department No./

Budget Unit No. 0540 Org No. Var Agency No. A18

Action Requested: Increase the hours of ten (10) positions as outline in Attachment A.

Proposed Effective Date: 2/26/2014

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$170,502

Net County Cost \$0

Total this FY \$ 56,834

N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Enterprise I

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Shelanda Adams

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

2/19/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 2/19/2014

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approve as requested by Department

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



**Increase the hours of ten (10) positions as outlined in Attachment A.**

Respiratory Care Practitioners II- Position # 00007739-From 32 hours to 40 hours

Respiratory Care Practitioners II- Position # 00008049-From PI to 24 hours

Respiratory Care Practitioners II- Position # 00007390-From 24 hours to 40 hours

Respiratory Care Practitioners II- Position #00009783-From 32 hours to 40 hours

Occupational Therapist II- From 36 to 38 hours Position # 00007599

Occupational Therapist II- Position #00008327 from 32 to 34 hours

Therapy Assistant-Position #00012172 34 to 36 hours

Physical Therapist II-Position#00008991 24 to 28 hours

Physical Therapist II-Position#00011082 from 28 to 36 hours

Therapy Assistant-Position #00012173 34 to 36 hours

---

Total cost for this fiscal year for all positions hour increases is: \$347,345.70

Total per fiscal year for all positions hour increases: \$1,147,482.40



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren  
Date: February 25, 2014

Subject: 3105 Willow Pass Road, Bay Point – Lease for the Employment and Human Services Department

**RECOMMENDATION(S):**

APPROVE the Lease with Ambrose Recreation and Park District for a term beginning January 1, 2014 and ending December 31, 2016, with one three-year option to renew the Lease, for approximately 5,193 square feet of office space located at 3105 Willow Pass Road, Bay Point, as requested by the Employment and Human Services Department, under the terms and conditions set forth in the Lease. (WLP839)

AUTHORIZE the Public Works Director, or designee, to execute the Lease on behalf of Contra Costa County (County), and to exercise any options to extend the Lease term.

**FISCAL IMPACT:**

80% Federal and State funding; 20% General Fund.

**BACKGROUND:**

The County has been leasing the premises at 3105 Willow Pass Road in Bay Point since 1996. The County provides employment and career counseling services at that location for the local community. This Lease will provide for the continuation

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Dave Silva 925-313-2132

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of those services.

The County will pay a monthly rent of \$6,090 during 2014, and a total of \$223,620 during the three-year term.

CONSEQUENCE OF NEGATIVE ACTION:

The Lease for these premises will not be renewed, the County will not provide employment and career counseling services from this location, and the County will incur additional expenses in finding a new location.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

## LEASE

**EMPLOYMENT AND HUMAN SERVICES DEPARTMENT  
SERVICE INTEGRATION TEAM  
3105 WILLOW PASS ROAD  
BAY POINT, CALIFORNIA**

This lease ("Lease") is dated \_\_\_\_\_, 2014, and is between Ambrose Recreation and Park District, a Recreation and Park District existing under the laws of the State of California ("**District**"), and the County of Contra Costa, a political subdivision of the State of California ("**County**").

### **Recitals**

- A. District is the owner of that certain premises located at 3105 Willow Pass Road in Bay Point (the "**Property**"). The Property has been improved with a structure that includes classrooms, a dining room, exercise rooms, and a parking lot (together, the "**Ambrose Community Center**" or "**Community Center**").
- B. District desires to lease to County and County desires to lease from District a portion of the Community Center consisting of approximately 5,193 square feet of floor space, commonly known as classrooms 3, 7, 8, 9, and 10 (the "**Career Center**" or the "**Premises**"), as described in Exhibit A, together with (i) the exclusive use of the restrooms located in the south wing of the Community Center Monday through Friday from 8:00 am to 5:00 pm, and (ii) non-exclusive use of the Community Center parking lot.
- C. District and County are parties to an existing lease for the Premises dated September 1, 2001, which is being terminated upon the commencement of this Lease.

The parties therefore agree as follows:

### **Agreement**

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, District hereby leases to County and County hereby leases from District the Premises.
- 2. Other Use of Community Center. During the Term of this Lease, in addition to exclusive use of the Premises, County is entitled to (i) the exclusive use of the restrooms located in the south wing of the Community Center Monday through Friday from 8:00 am to 5:00 pm, and (ii) non-exclusive use of the Community Center parking lot.
- 3. Term. The "**Term**" of this Lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.

DLS

G:\REALPROPLEASEMGT\DAVE\EMPLOYMENT & HUMAN SVCS\BAY POINT\NEW LEASE\3105 WILL PASS RD (AMBROSE CENTER) V6 121713.DOC

- a. Initial Term. The “**Initial Term**” is three years, commencing on January 1, 2014 (the “**Commencement Date**”) and ending December 31, 2016.
  - b. Renewal Terms. County has one option to renew this Lease for a term of three years (“**Renewal Term**”) upon all the terms and conditions set forth herein.
    - i. County will provide District with written notice of its election to renew the Lease thirty days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after County’s receipt of District’s written demand that County exercise or forfeit the option to renew.
    - ii. Upon the commencement of a Renewal Term, all references to the Term of this Lease will be deemed to mean the Term as extended pursuant to this Section.
4. Rent. County shall pay rent (“**Rent**”) to District monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:
- a. Initial Term. \$6,090.00 per month commencing January 1, 2014 and ending December 31, 2014, \$6,210.00 per month commencing January 1, 2015 and ending December 31, 2015, and \$6,335.00 per month commencing January 1, 2016 and ending December 31, 2016.
  - b. Renewal Term. \$6,460.00 per month commencing January 1, 2017 and ending December 31, 2017, \$6,590.00 per month commencing January 1, 2018 and ending December 31, 2018, and \$6,720.00 per month commencing January 1, 2019 and ending December 31, 2019.

Rent for any fractional month will be prorated and computed on a daily basis with each day’s rent equal to one-thirtieth (1/30) of the monthly Rent.

5. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
6. Utilities and Janitorial.
  - a. Utilities. District shall pay for all water, sewer, gas, electricity, and refuse collection services provided to the Premises. The County shall inform its staff that the thermostat that controls heating and air conditioning is to be maintained at moderate levels.

- b. Janitorial. District shall provide janitorial services to the Premises and the restrooms in accordance with specifications in Exhibit C, - Janitorial Service Specifications, attached hereto.
7. Maintenance and Repairs.
- a. Roof and Exterior of Premises. District shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Community Center, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing. County shall maintain all interior doors and their fixtures, closers and hinges, and all locks and key systems used in the Premises.
  - b. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition and repair, but District shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. The County has installed and will maintain an alarm system in the Premises.
  - c. Utilities. District shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
  - d. HVAC. District shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
  - e. Parking; Exterior Lighting; Landscaping. District shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair.
  - f. Services by District. If County determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond District's responsibilities under this Lease, at County's request, District shall perform such service at County's expense. In performing the service, District shall consult with County and use either licensed insured contractors or employees of District. District shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving District thirty days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor.
8. Quiet Enjoyment. Provided County is in compliance with the material terms of this Lease, District shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
9. Subordination, Non-Disturbance and Attornment. If at any time District has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Community Center, District shall cause the lender(s) holding such lien to execute and deliver to County a



Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit B hereto.

10. Assignment and Sublease. County has the right to assign this Lease or sublease the Premises or any part thereof at any time during the Term. Upon the assignment of the Lease by County, the County will have no further obligation under the Lease.
11. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ("**County Fixtures**") in or upon the Premises. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and County Fixtures. All alterations and County Fixtures are subject to District's approval and must comply with existing code requirements.
12. Insurance.
  - a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide District with a letter of self-insurance affirming the existence of the aforementioned self-insurance program.
  - b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by District under this Lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of District, its officers, agents, or employees.
13. Surrender of Premises. On the last day of the Term, or sooner termination of this Lease, County shall peaceably and quietly leave and surrender to District the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, act of God and District's failure to make repairs required of District excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this Lease.
14. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Community Center.
15. Inspection. District, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this Lease.

16. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify District of the Perilous Condition and District shall use best efforts to immediately eliminate the Perilous Condition.

District shall immediately address any condition reasonably constituting an emergency, whether District learns of the condition through County or otherwise.

If District fails to address a Perilous Condition within twenty-four hours after County's notice or to immediately address an emergency situation, County may attempt to resolve the Perilous Condition or emergency situation. District shall reimburse County for any costs incurred by County in addressing the Perilous Condition or emergency situation promptly upon receipt of County's invoice.

17. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within sixty days from the date of the damage under the applicable laws and regulations of governmental authorities, District shall repair the damage promptly. Such partial destruction will not void this Lease, except that County will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in sixty days, County will have the option to terminate the Lease or request that District make the repairs within a reasonable time, in which case, District will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This Lease will terminate in the event of a total destruction of the Community Center or the Premises.

18. Hazardous Material. District warrants to County that District does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Community Center or Premises in violation of environmental laws. District shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the request of County, its agents, contractors, invitees or employees. District acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this Lease.

**“Hazardous Material”** means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

19. Indemnification.

- a. County. County shall defend, indemnify and hold District harmless from County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this Lease, or the County's performance under this Lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of Community Centers owned or maintained by District, and/or (ii) the negligent acts, errors, or omissions of District, its officers, agents, or employees.
- b. District. District shall defend, indemnify and hold County harmless from District's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of District, its officers, agents, employees, with respect to the Premises, or District's performance under this Lease, or the District's performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of Community Centers owned or maintained by District, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

20. Default.

The occurrence of any of the following events is a default under this Lease:

- a. County.
  - i. County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "Notice") from District to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed seventy-five days from receipt of a Notice.
  - ii. County's failure to comply with any other material term or provision of this Lease if such failure is not remedied within thirty days after receipt of a Notice from District to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty day period, then a default will not

be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days, provided County commences curing such default within thirty days and thereafter diligently proceeds to cure such default.

- b. District. District's failure to perform any obligation under this Lease if such failure is not remedied within thirty days after receipt of a Notice from County to District specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of District's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of ninety days, provided District commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.

21. Remedies.

- a. District. Upon the occurrence of a default by County, District may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. County. Upon the occurrence of a default by District, County may (i) terminate this Lease by giving written notice to District and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to District, or invoice District for the cost of repair, which invoice District shall pay promptly upon receipt.

22. Notices. Any notice required or permitted under this Lease shall be in writing and sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To District:                   Ambrose Recreation and Park District  
                                      c/o General Manager  
                                      3105 Willow Pass Road  
                                      Bay Point, CA 94565  
                                      Facsimile: (925) 458-2736

To County:                    Contra Costa County  
                                      Public Works Department - Real Estate Manager  
                                      255 Glacier Drive  
                                      Martinez, CA 94553  
                                      Facsimile: (925) 646-0288

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in

accordance with this Section, all notices will be deemed effective (i) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier and (iii) three days after being deposited in the United States Postal system.

23. Successors and Assigns. This Lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
24. Holding Over. Any holding over after the Term of this Lease is a tenancy from month to month and is subject to the terms of this Lease.
25. Time is of the Essence. In fulfilling all terms and conditions of this Lease, time is of the essence.
26. Governing Law. The laws of the State of California govern all matters arising out of this Lease.
27. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

28. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. This Lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This Lease may be modified only by a writing signed by both parties.

The parties are executing this Lease on the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California

AMBROSE RECREATION AND PARK  
DISTRICT

By: \_\_\_\_\_  
Julia R. Bueren  
Director of Public Works

By: \_\_\_\_\_  
Doug Long  
General Manager

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Karen Laws  
Principal Real Property Agent

By: \_\_\_\_\_  
Dave Silva  
Senior Real Property Agent

APPROVED AS TO FORM  
SHARON L. ANDERSON, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel



EXHIBIT A  
PREMISES

EXHIBIT A - PREMISES  
3105 Willow Pass Road  
Pittsburg

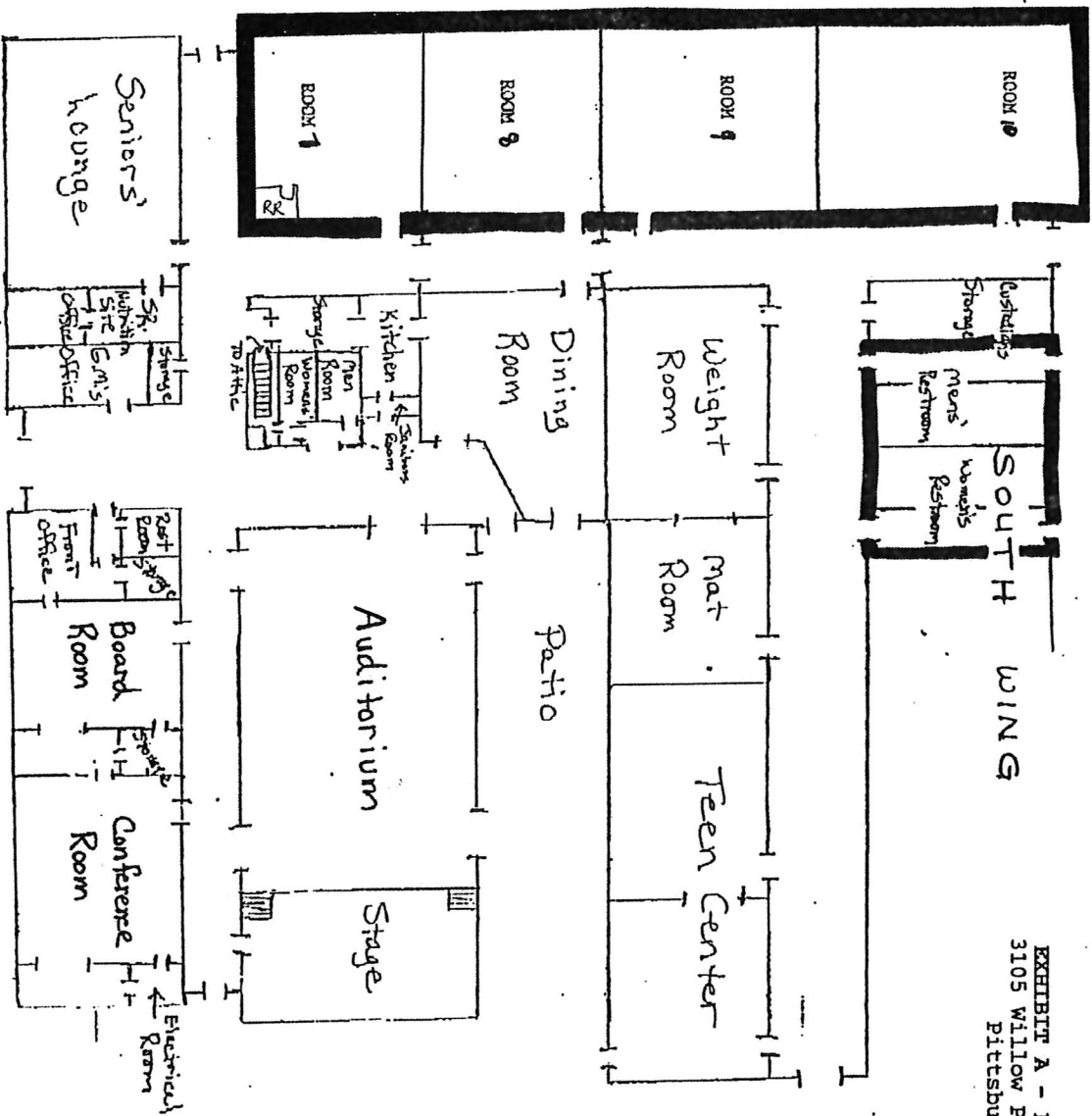


EXHIBIT B  
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Recorded at the request of:  
Contra Costa County

Return to:  
Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553

Assessor's Parcel No. \_\_\_\_\_

Subordination, Non-Disturbance and Attornment Agreement

This agreement is dated \_\_\_\_\_, 201\_, and is between the County of Contra Costa, a political subdivision of the State of California (the "**Tenant**"), \_\_\_\_\_, a \_\_\_\_\_, its successors and assigns (the "**Lender**"), having its principal place of business at \_\_\_\_\_.

Recitals

A. Pursuant to a lease dated \_\_\_\_\_, 2014 (the "**Lease**") between the Tenant and Ambrose Recreation and Park District, a Recreation and Park District (the "**Landlord**"), Landlord is leasing to the Tenant certain space in the building located at 3105 Willow Pass Road in Bay Point, more fully described in Exhibit A attached hereto and made a part hereof (the "**Property**").

B. Lender has previously made a loan (the "**Loan**") to Landlord that is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the "**Mortgage**") and an assignment of all leases of and rents from the Property

C. This agreement is being executed by the parties in accordance with the requirements of Section 9 of the Lease.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Tenant hereby represents, acknowledges and agrees as follows:

- (a) The Lease contains an option to purchase an ownership interest in the building, and a right of first refusal to purchase an ownership interest in the building.
- (b) The term of the Lease commences on January 1, 2014 and will terminate on December 31, 2016.
- (c) The current monthly rent payment under the Lease is set forth in Section A.5 of the Lease. No advance rents have been prepaid.
- (d) The improvements described in the Lease have not been completed or accepted by Tenant.
- (e) Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
- (f) Upon its execution, the Lease will be in full force and effect.
- (g) All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
- (h) If Lender provides Tenant with Lender's address for notification purposes, Tenant will deliver to Lender a copy of all notices Tenant delivers to or receives from Landlord.
- (i) Tenant will not look to Lender or its successors or assigns for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Lender.

2. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

3. If Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

4. In the event that Lender succeeds to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender is not:

- (a) Liable for any act or omission of Landlord or any prior landlord under the Lease;

- (b) Subject to any offsets or defenses that Tenant might have against Landlord or any prior landlord;
- (c) Bound by any rent or additional rent that Tenant might have paid for more than the current month to Landlord;
- (d) Bound by any amendment or modification of the Lease made without Lender's prior written consent; or
- (e) Liable for any security deposit Tenant might have paid to Landlord, except to the extent Lender has actually received said security deposit.

5. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed on Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

6. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender will have such longer time as may be necessary to cure the default provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

7. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

[Remainder of Page Intentionally Left Blank]

8. This agreement may be modified only in a writing duly executed by both parties.

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

**COUNTY**

COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California

By \_\_\_\_\_  
Julia R. Bueren  
Director of Public Works

**LENDER**

Name of Lender., a  
\_\_\_\_\_

By \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_  
Name  
Title

[Attach Notary Forms]



Exhibit A

[Legal Description of Property]

## EXHIBIT C

### JANITORIAL SERVICE SPECIFICATIONS

3105 WILLOW PASS ROAD, BAY POINT

#### DAILY SERVICES

1. Empty all trash containers throughout the premises and replace trash container liners as necessary.
2. Vacuum or spot-vacuum carpets as necessary around entry, doors and heavy traffic areas. Spot-clean carpets periodically.
3. Remove spots and finger marks from glass on entry doors, as needed.
4. Replace burned out tubes and light bulbs as necessary.
5. Clean restroom walls, doors, and floors, and provide supplies to restrooms.

#### WEEKLY SERVICES

1. Vacuum all carpets thoroughly throughout the premises.
2. Dust counter and desk tops, cabinets, tables, low wall partitions, and window sills. Remove cob webs as needed.
3. Dust mini blinds.
4. Mop all vinyl floor areas weekly and strip, wax and buff when necessary.
5. Clean entry doors and all door hardware; dust entry door louvers.

#### MONTHLY SERVICES

1. Dust and clean A/C diffusers, air vents and exhaust fans.
2. Dust vertical surfaces (furniture fronts, walls, etc.)
3. Dust all window blinds; damp wipe window sills.

#### ONCE YEARLY, IN APRIL

1. Wash windows and glass on both sides.
2. Clean all ventilation grills.
3. Wash and clean all light fixtures, inside and outside.

#### MISCELLANEOUS

1. Security: Lock all doors and windows, turn off lights, set night lights and alarm systems before leaving building.



To: Board of Supervisors  
 From: David Twa  
 Date: February 25, 2014

**Contra  
 Costa  
 County**

Subject: Bay Area Regional Interoperable Communications System (BayRICS) Joint Powers Authority (JPA) Site Access and Use Agreement

**RECOMMENDATION(S):**

ACCEPT notice of termination from Motorola Solutions, Inc., and AUTHORIZE the County Administrator, or designee, to terminate the County's Site Access and Use Agreement with Motorola, related to the construction and maintenance of the Bay Area Wireless Enhanced Broadband (BayWEB) system, a public safety project of the Bay Area Regional Interoperable Communications System (BayRICS) Joint Powers Authority (JPA).

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Bay Area Regional Interoperable Communications System (BayRICS) Joint Powers Authority (JPA) previously engaged with Motorola Solutions, Inc. in a project to build the Bay Area Wide Enhanced Broadband (BayWEB) high speed data service system for use by various public safety agencies within the San Francisco Bay Area. This new system would utilize the frequency band allocated by the Federal Communication Commission (FCC) for public safety (700MHZ) and would be based on the new "Long Term Evolution" (LTE) wireless data standard. Contra Costa County coverage would have been provided by utilizing many of the County's current radio sites such as Kregor Peak, Highland Peak, Cummings Skyway, and Nichol Knob.

In January 2012, the County executed a Site Access and Use Agreement that specified terms and conditions under which Motorola Solutions, Inc., would be permitted to access County owned or leased radio sites and facilities to build and maintain the BayWEB system. Motorola recently notified the U.S. Department of Commerce that it is pulling out of the grant

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Ed Woo, CIO  
 925-383-2688

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

due to federally-imposed changes to the agreed-upon business model. Article 13.3 of the County's Site Access and Use Agreement with Motorola permits Motorola to terminate the Agreement upon 60 days prior written notice for any reason including if either the federal grant or JPA agreement is terminated. The attached letter from Motorola dated January 31, 2014 serves as notice of termination.

**CHILDREN'S IMPACT STATEMENT:**

No impact.



Motorola Solutions, Inc.  
1301 East Algonquin Road,  
Schaumburg, IL 60196  
U.S.A.

Mobile: +1 847-878-2409  
Email: Rob.Ziminsky@motorolasolutions.com

January 31, 2014

Contra Costa County  
30 Douglas Drive  
Martinez, CA 94553  
Ed Woo, Chief Information Officer

Re: Termination of Site Access and Use Agreement

Dear Mr. Woo:

As you know, Motorola and the County of Contra Costa ("Public Entity") entered into a Site Access & Use Agreement ("SAU") to enable Motorola to use certain Sites owned or leased by Public Entity regarding the BayWEB project. The purpose of the BayWEB project was for Motorola to design, deploy and operate an interoperable public safety broadband communications system in the San Francisco Bay region, in coordination with the BayRICS Joint Powers Authority ("JPA"). To accomplish this, Motorola and the JPA entered into a Build, Own, Operate and Maintain Agreement ("BOOM Agreement"). The BayWEB project was to be funded by a grant to Motorola from the Department of Commerce under its Broadband Technology Opportunities Program (the "BTOP Grant"), plus a financial match from Motorola.

Through no fault of Motorola, the JPA, or Public Entity, the BayWEB project could not proceed successfully. Therefore, on December 31, 2013, Motorola requested the BTOP Grant be terminated; and effective January 9, 2014, the BOOM Agreement was terminated by mutual agreement of Motorola and the JPA. A copy of the Agreement to Terminate the BOOM Agreement is available to you upon request.

Because of these facts, the SAU should be terminated, also. In accordance with Section 13.3 of the SAU, Motorola may terminate the SAU without cause for any reason, including if either the BTOP Grant or the BOOM Agreement is terminated. Because both of those events have occurred, the purpose of this letter is to formally notify Public Entity that Motorola is terminating the SAU, effective immediately. This Section 13.3 also requires the parties to develop a "transition plan" in the event of SAU termination. Motorola does not believe it needs any further information from Public Entity. If as part of the transition plan Public Entity believes it needs any existing information from Motorola concerning the Sites, please let me know as soon as conveniently possible. Motorola intends to wind up its project close out activities by March 31, 2014, and will try to provide to Public Entity requested information, if any, by that date. I can be reached at (847) 878-2409 or by email.

In addition, a representative from the BayRICS JPA will contact you soon to review the status of the sites and discuss possible options for preserving the sites for future regional uses. For more information, please contact Barry Fraser, BayRICS general manager, at (925) 803-7882.

Although it is unfortunate that the BayWEB project could not proceed successfully despite the very significant effort and investment by Motorola and others, one important benefit from this project is that the relationships between Motorola and the public entities in the Bay Area region have been enhanced and are as strong as they ever have been. Collectively, we tried very hard to bring a public safety broadband system into the region for the benefit of first responders and the citizens of the region. For this, Motorola extends its sincere thanks and appreciation to you and all of the other Bay Area supporters of this project. Motorola believes in this technology and sincerely hopes it can participate in deploying a system such as this for the benefit of the region in the future.

Sincerely,

Rob Ziminsky  
Project Manager

Cc: Barry Fraser, JPA



Contra  
Costa  
County

To: Board of Supervisors  
From: Catherine Kutsuris  
Date: February 25, 2014

Subject: Contract to provide Building Inspection and Planning Services to the City of Hercules

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with the City of Hercules (the City) for an indefinite term, until terminated as set forth in the contract, to provide building inspection and planning services to the City and to collect building permit fees and cost reimbursement from the City to offset the cost of providing such services.

**FISCAL IMPACT:**

The County Department of Conservation and Development (DCD) will receive building permit fees and cost reimbursement from the City of Hercules to offset the cost of services provided.

**BACKGROUND:**

The City of Hercules has recently experienced significant staffing reductions that have left the City with an insufficient number of staff to carry out certain building inspection and planning functions. As a result, the City has expressed interest in contracting with the County Department of Conservation and Development (DCD) to provide building inspection and planning services to the City.

At the Hercules City Council meeting on February 11, 2014, the City Council approved the proposed contract and adopted changes to the City's fee schedule to align building inspection and planning fees with those charged by DCD. Under the terms of the proposed contract, DCD will collect and retain building permit fees for building permits issued within the City of Hercules to offset the cost of providing building inspection services to the City. In addition, the contract provides for the City to

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Jason Crapo 674-7722

By: , Deputy

cc:



BACKGROUND: (CONT'D)

request code enforcement and planning services from DCD as needed and to reimburse DCD for the cost of such services consistent with the hourly billing rates set forth in the contract.

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed contract is not approved, the Department of Conservation and Development will not be able to provide requested building inspection and planning services to the City of Hercules.

CHILDREN'S IMPACT STATEMENT:

N/A

## AGREEMENT

### FOR BUILDING INSPECTION AND PLANNING SERVICES

This Agreement is entered into between the City of Hercules ("City") and Contra Costa County ("County") for Building Inspection and Planning services to be provided by the County to the City.

#### RECITALS:

- A. The City desires to utilize County Department of Conservation and Development (DCD) staff to provide Building Inspection and Planning services to the City, including building plan checking, construction inspection and processing of planning applications, as set forth in Attachment A to this Agreement.
- B. The purpose of this Agreement is to set forth the terms and fees for providing Building Inspection and Planning services to the City's Planning Department.

NOW, THEREFORE, the parties, for valuable consideration, agree as follows:

#### Section 1. SERVICES TO BE RENDERED

The City agrees to hire DCD staff to provide Building Inspection and Planning services to the City's Planning Department, as set forth in Attachment A, which is incorporated by reference herein. The City will furnish direction to the DCD staff as needed through its Planning Director ("Director"), in order to accomplish the services listed in this Agreement. The County will provide vehicles and communication equipment as deemed necessary by the County. County staff shall remain employees of the County. City shall not be responsible for worker's compensation or any employee benefits, other than provided in this Agreement and attached Attachment A.

#### Section 2. TERM

This Agreement is effective January 29, 2014 and shall remain in effect until terminated as set forth in this Agreement.

#### Section 3. PAYMENT OF FEES AND REIMBURSEMENT OF COSTS

##### A. Plan Check and Inspection Services.

1. Beginning on January 29, 2014, and continuing until the City adopts the County's DCD fee schedule, as compensation for providing Plan Check and Inspection Services to the City, the City shall pay the County monthly for all Plan Check and Inspection Services provided to the public under Section I.A. in Attachment A. The amount of the City's payments to the County during this period shall be calculated by multiplying the amount of time County staff performed Plan Check and Inspection Services specified

in Section I.A. in Attachment A, by the applicable billing rates in Exhibit A to this Agreement.

2. After the City adopts the County's DCD fee schedule, as compensation for providing Plan Check and Inspection Services to the City, the County will collect and retain all City fees paid by the public for Plan Check and Inspection Services provided to the public under Section I.A. in Attachment A, except the City's 40% land development surcharge. On or before the 15<sup>th</sup> day of each month, the County will remit payment to the City in the amount of the City's 40% land development surcharge revenue collected by the County during the preceding month.
- B. Code Enforcement and Planning Services. The City shall pay the County monthly for all Code Enforcement and Planning Services performed by the County during each month under Sections I.B. and II. in Attachment A. The amount of each of City's monthly payments to the County shall be calculated by multiplying the amount of time County staff performed Code Enforcement and Planning Services specified in Sections I.B. and II. in Attachment A, by the applicable billing rates in Exhibit A to this Agreement.
- C. DCD will invoice the City for Code Enforcement and Planning Services for each month on the 10<sup>th</sup> day of the following month.
- D. The City shall pay DCD within 30 days of receipt of an invoice from DCD.
- E. DCD will provide the City monthly reports showing permit activity within the City and the amount of land development surcharge fees collected by DCD and returned to the City.

#### **Section 4. HOLD HARMLESS AND INDEMNITY**

County agrees to indemnify and hold harmless City from County's share of liability for damages caused by negligence or willful misconduct of the County, its officers, agents or employees in the County's performance under this Agreement. County's obligations under this section shall not apply to any claim, cost or liability caused in whole or in part by the negligence or willful misconduct of the City. Under no circumstances shall County have any liability to City or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to County's performance under this Agreement. City shall defend, indemnify and save harmless County, its officers and employees from all claims, suits or actions of every name, kind and description brought by or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by City, its officers, agents or employees under or in connection with this agreement or with any work, authority or jurisdiction of City.

## **Section 5. NOTICES**

All correspondence regarding this agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and telephone numbers:

COUNTY: Jason Crapo  
Deputy Director  
Department of Conservation and Development  
Contra Costa County  
30 Muir Road, Martinez, CA 94553  
(925) 674-7722

CITY: Phil Batchelor  
City Manager  
City of Hercules  
111 Civic Drive, Hercules, CA 94547  
(510) 799-8200

## **Section 6. TERMINATION**

- A. This Agreement may be terminated by either the City or the County, giving at least 30 days written notice thereof to the other party.
- B. Should either party be in default of the terms of this Agreement, the non-defaulting party may give written notice of such default and should such default not be cured within thirty days after the mailing of said notice, this Agreement may then be terminated by the non-defaulting party by giving ten days written notice thereof.

The parties, by the Deputy Director of the County's Department of Conservation and Development, as authorized by the County Board of Supervisors, and by the City Manager of the City, as authorized by the City Council, each hereunto duly authorized, have executed this Agreement on the date appearing below.

**[Remainder of page intentionally left blank – Signatures on next page.]**

CONTRA COSTA COUNTY

By: \_\_\_\_\_  
Jason Crapo  
Deputy Director  
Conservation and Development

Dated: \_\_\_\_\_

Approved as to form:

By:  \_\_\_\_\_  
Deputy County Counsel

Dated: 2/11/2014

CITY OF HERCULES

\_\_\_\_\_  
Phil Batchelor  
City Manager  
City of Hercules

Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

## **ATTACHMENT A**

### **SERVICES TO BE PROVIDED BY THE COUNTY'S CONSERVATION AND DEVELOPMENT DEPARTMENT TO THE CITY'S PLANNING DEPARTMENT**

#### **I. BUILDING INSPECTION SERVICES**

##### **A. Plan Check and Inspection Services**

1. Building and grading plan check services to determine compliance with applicable State and City codes.
2. Building and grading inspection services for permits issued.
3. Supervise building and grading plan check and inspection operations and function in the capacity of Building Official as defined in applicable State and City codes.

##### **B. Code Enforcement**

1. At the request of, and as directed by the City, through the Director, DCD staff will investigate complaints regarding zoning and/or building code violations.
2. Investigations, inspections and other code enforcement actions will follow the requirements of the current building code, as adopted by the City, and applicable provisions of the City's Municipal Code.
3. The cost of code enforcement services will be billed to the City at the hourly billing rates specified in Exhibit A.
4. The role of County Building Inspection staff is limited to code enforcement inspections and investigations. The City will be responsible for issuing any notices, including notices of code violations or other notices, that the City may deem necessary for seeking compliance with its municipal code. The City will be responsible for taking any enforcement action, including pursuing judicial or administrative remedies that the City may deem necessary for seeking compliance with its municipal code.



## **II. PLANNING SERVICES**

- A. At the request of, and as directed by the City, through the Director, DCD staff will review planning applications consistent with the requirements of the City's Municipal Code, General Plan and other applicable laws and regulations.
- B. At the request of, and as directed by the City, through the Director, DCD staff will supervise the activities of consultants hired by the City in connection with land development projects.
- C. The cost of all planning services will be billed to the City at the hourly billing rates specified in Exhibit A.

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## EXHIBIT A

### DCD Hourly Billing Rates For FY 2013-2014

Position/Title	Hourly Rate
Building Inspector II	130.00
Senior Building Inspector	145.00
Plan Checker II	105.00
Senior Plan Checker	120.00
Senior Structural Engineer	190.00
Principal Structural Engineer	210.00
Planner I	110.00
Planner II	135.00
Planner III	175.00
Principal Planner	195.00
IT Support	165.00



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Grant Award #28-854 from Kaiser Foundation Hospitals

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director or his designee, to execute, on behalf of the County, Grant Award #28-854 (#20632537) from Kaiser Foundation Hospitals, Northern California Community Benefit Programs, to pay the County an amount not to exceed \$18,000, for the East County Healthy Planning School Project, for the period from July 1, 2013 through June 30, 2014.

**FISCAL IMPACT:**

Acceptance of this Grant Award will result in an amount of \$18,000 from the Kaiser Foundation Hospitals in support of the East County Healthy Planning School Project. \$11,247 required County match.

**BACKGROUND:**

East County Healthy Planning School Project is a collaboration between Contra Costa Health Service Department, First 5 Contra Costa, and the East County Regional Group to create a cadres of East County residents who are trained to participate in a range of planning and implementation processes to create an environment that supports health in East Contra Costa communities. The project goals will including, teaching participants to understand land use and decision processes that

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Wendel Brunner, M.D.  
313-6712

By: , Deputy

cc: T Scott, C Rucker

**BACKGROUND: (CONT'D)**

shape the community and health outcomes, build relationships with decision makers as community partnership, develop advocacy goals to promote built environments that support physical activities, develop campaign plans to create a healthier built environment.

Approval of Grant Award #28-854 will allow the County to collaborate on the East County Healthy Planning School Project, through June 30, 2014.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the County will not receive funding to support the East County Healthy Planning School Project.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Standard Agreement (Amendment) #29-772-28 with the State of California, Department of Health Care Services

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Standard Agreement (Amendment) State #04-36067, A-15 (#29-772-28) with the State of California, Department of Health Care Services (DHCS), effective January 1, 2014, to amend Agreement #29-772-13 (as amended by subsequent amendments #29-772-14 through #29-772-27), to make technical adjustments and add capitation rates, with no change in the original amount payable to the County not to exceed \$317,472,000 and no change in the term of April 1, 2005 through December 31, 2014.

**FISCAL IMPACT:**

Approval of this amendment will reflect no change in the original amount payable to County of \$317,472,000 for the Medi-Cal Managed Care Local Initiative Project. No County match required.

**BACKGROUND:**

On April 26, 2005, the Board of Supervisors approved Standard Agreement #29-772-13 (as amended by subsequent Amendments #29-772-14 through #29-772-27) with the State of California, DHCS, for the Medi-Cal Local Initiative Health Plan, for the period from April 1, 2005 through December 31, 2014.

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COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Patricia Tanquary,  
313-6004

By: , Deputy

BACKGROUND: (CONT'D)

Approval of this Standard Agreement (Amendment) #29-772-28 will incorporate new language and capitation rates for the Low Income Health Program, Mental Health and Diagnosis Related Groups, through December 31, 2014.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County will not be able incorporate new language and rates as required by the State to continue the Medi-Cal Managed Care Local Initiative Project.

CHILDREN'S IMPACT STATEMENT:

Not applicable.





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Agreement #28-602-13 with the California Department of Public Health

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Agreement, State #13-20522 (County #28-602-13) with the California Department of Public Health, Nutrition Education and Obesity Prevention Program, in an amount payable to the County not to exceed \$3,754,665, for the "County's Nutrition and Physical Activity Promotion" Project, for the period from October 1, 2013 through September 30, 2016.

**FISCAL IMPACT:**

Approval of this agreement will result in an amount not to exceed \$3,754,665 of State funding for the County's Nutrition and Physical Activity Promotion Project. No County match required.

**BACKGROUND:**

On September 25, 2012, the Board of Supervisors approved Standard Agreement #28-602-12 with the California Department of Public Health, for the California Nutrition Network" Project for the period from October 1, 2012 through September 30, 2016. This Agreement provided nutrition education to Contra Costa County residents. The goal of the project was to educate

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Wendel Brunner, M.D.  
(313-6712)

By: , Deputy

**BACKGROUND: (CONT'D)**

the public, particularly low-income consumers, on healthful nutrition and physical activity practices to reduce risk for chronic disease.

Due to the government shut down last year, the State recently submitted a new revised Agreement #13-20522 (County #28-602-13) which supersedes State (#12-10263), to be processed for the County's Nutrition and Physical Activity Promotion Project, for the period from October 1, 2013 through September 30, 2016, which includes agreeing to indemnify and hold the State harmless for claims arising out of the County's performance under the Agreement. The County will provide nutrition and conduct nutrition activities to SNAP-Ed eligible families per Health and Safety Code Section 104650-104655.

The goal of this project is to create innovative partnerships that assist the Supplement Nutrition Assistance Program-Education (SNAP-Ed) eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle, through September 30, 2016.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the County will not receive funds to educate SNAP-Ed eligible on healthful nutrition and physical activity practices, to help reduce risk for chronic disease.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Grant Award #28-825-3 from the National Association of County and City Health Officials (NACCHO)

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director or his designee, to accept, on behalf of the County, Grant Award MRC 14 1969, County #28-825-3 from the National Association of County and City Health Officials (NACCHO), to pay the County an amount not to exceed \$3,500, for Contra Costa Medical Reserve Corps (MRC) Non-Competitive Capacity Building Grant Project, for the period from December 30, 2013 through July 31, 2014.

**FISCAL IMPACT:**

Acceptance of this Grant Award will result in an amount of \$3,500 from National Association of County and City Health Officials (NACCHO) for or the County's Medical Reserve Corps Non-Competitive Capacity Building Grant Project. No County match required.

**BACKGROUND:**

The Contra Costa Medical Reserve Corps (CCMRC) is housed under Contra Costa County's Emergency Medical Services (EMS), which is part of Contra Costa County Health Services Department (HSD). CCMRC is part of the County's emergency planning and response system to address the need for additional medical professionals to

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Patricia Frost 335-9548

By: , Deputy

cc: J Pigg, C Rucker

**BACKGROUND: (CONT'D)**

respond to a medical surge event or an event such as those requiring the mass distribution of pharmaceuticals. Additionally, the CCMRC participates in trainings, health fairs, flu clinics, first aid, and community service. The NACCHO award will provide funding to allow CCMRC to acquire medical supply cases and an assistant MRC Coordinator (to manage community/hospital outreach training).

On December 20, 2013, the County received notification of award from CCMRC. Approval of the Grant Award #28-825-3 will provide continuous support to County's MRC Non-Competitive Capacity Building Grant Project to enhance the Contra Costa Medical Reserve Corps unit through July 31, 2014.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this grant Award is not approved, the County's Emergency Medical Services will not receive funding to support its Non-Competitive Capacity Building Grant Project to continue enhancement of the Medical Reserve Corps units.

**CHILDREN'S IMPACT STATEMENT:**

**Not Applicable.**



Contra  
Costa  
County

To: Board of Supervisors

From: David Twa

Date: February 25, 2014

Subject: Amendment to Grant funding from the California Arts Council

**RECOMMENDATION(S):**

Approve and Authorize the County Administrator, or designee, to execute a contract amendment with the State of California, California Arts Council, to increase the amount payable to the County in the amount of \$250 for a new total not to exceed \$10,000 to provide advocacy for the advancement of the arts in Contra Costa County with no change in the term of October 1, 2013 through September 30, 2014.

**FISCAL IMPACT:**

The County will receive \$1,000 to facilitate and coordinate the local Poetry Out Loud: National Recitation Contest. No County match is required.

**BACKGROUND:**

Established by the Board of Supervisors in December 1996 as an official County commission and the authorized County partner with the California Arts Council, the Arts and Culture Commission (AC5) first applied for and received funding from the State-Local Partnership Program in July 1995 for fiscal year 1995-1996. Since that time, the Board of Supervisors has designated and reaffirmed the Arts and Culture Commission as the authorized partner of the State-Local Partnership Program of the California Arts Council. This designation allows the County to apply for and accept funding from the

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Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Dorothy Sansoe,  
925-335-1009

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

State to enhance art and culture programs in the county.

The California Arts Council has awarded all recipients of the 2013-14 State Local Partnership Program grants an additional \$250 for the purposes of technical assistance, such as training courses or consultants, in-state travel for training opportunities or convenings, educational materials, etc.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County will not receive available grant funds.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Catherine Kutsuris  
Date: February 25, 2014

Subject: APPROVAL OF HOME INVESTMENT PARTNERSHIPS ACT AND HOUSING OPPORTUNITIES FOR PERSONS WITH HIV/AIDS LEGAL DOCUMENTS FOR THE OHLONE GARDENS APARTMENTS

**RECOMMENDATION(S):**

1. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute required legal documents to provide \$1,440,000 in HOME Investment Partnership Act (HOME) and \$750,000 in Housing Opportunities for Persons with HIV/AIDS (HOPWA) funds to Ohlone Gardens, L.P., a California limited partnership, for the Ohlone Gardens Apartment project in El Cerrito.
2. FIND, as the responsible agency, that the Notice of Exemption prepared by the City of El Cerrito, as the lead agency, is adequate for purposes of compliance with the California Environmental Quality Act;
3. DIRECT the Conservation and Development Director, or designee, to file a Notice of Exemption for this project with the County Clerk; and
4. DIRECT the Conservation and Development Director, or designee, to arrange for payment of the \$50 handling fee to the County Clerk for filing such Notice of Determination.

**FISCAL IMPACT:**

No General Fund impact. HOME funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD). HOME CFDA# 14.256. HOPWA funds are provided to the County on a formula allocation basis through the City of Oakland CFDA# 14.241.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kara Douglas 674-7880

By: , Deputy

cc:

### BACKGROUND:

On May 13, 2013, the Board of Supervisors allocated \$1,440,000 in HOME funds and \$750,000 in HOPWA funds to Resources for Community Development (RCD) for the Ohlone Gardens Apartment development.

The purpose of the Ohlone Gardens Apartment development is to improve the supply of multi-family rental housing affordable to and occupied by lower income senior households in West County through the construction of a 57 unit apartment building in El Cerrito.

Fourteen of the units will be designated as County-assisted, including five HOPWA units. All of the County-assisted units will be affordable to households earning 30 percent of the area median income.

RCD has formed a limited partnership, Ohlone Gardens L.P. to develop and own this project. HOME and HOPWA funds will be used to support pre-development and construction of the development. HOME funds will be provided in the form of a 55-year, residual receipt loan with a three percent interest rate. HOPWA funds will be provided as a fully deferred loan with no interest. Affordability and use restrictions are incorporated into the County loan documents.

National Environmental Policy Act (NEPA): HOME projects are subject to NEPA and 24 CFR Part 58 review. The NEPA review for this project has been completed. Required mitigations are included in the loan agreement.

Additional financing for the development includes \$6,360,000 in City of El Cerrito funds (former redevelopment agency and State infrastructure grant), \$16.6 million in nine percent low income housing tax credits, \$562,000 in Mental Health Services Act funds, and a \$1 million Union Bank loan.

Due to the high construction costs and limited revenue from the restricted rents, the total amount of the financing provided to the project will likely exceed the value of the completed project. Even though the proposed equity investment from low income housing tax credits is substantial compared to the amount of long term debt, the partnership agreement will have numerous safe guards of the investors equity. These safe guards essentially subordinate the County's debt to the investor's equity. Therefore, the County funds may not be fully secured through the value of the property.

County Counsel has approved to form the following attached documents:

- HOME and HOPWA Loan Agreement
- Promissory Note
- Deed of Trust with Assignment Of Rents, Security Agreement, And Fixture Filing
- Regulatory Agreement and Declaration Of Restrictive Covenants
- Intercreditor Agreement between the County, Ohlone Gardens L.P., and the City of El Cerrito

### CONSEQUENCE OF NEGATIVE ACTION:

Without the approval and execution of the HOME and HOPWA legal documents, the project will not be constructed. RCD must close on all financing by March 20, 2014 or its \$16.6 million in tax credit financing will be lost.

### CHILDREN'S IMPACT STATEMENT:

N/A

HOME AND HOPWA LOAN AGREEMENT  
Ohlone Gardens Apartments

This HOME and HOPWA Loan Agreement (the "Agreement") is dated \_\_\_\_\_, 2014, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Ohlone Gardens, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92 (the "HOME Regulations").

C. The County has received Housing Opportunities for Persons with AIDS Program funds from HUD pursuant to the HOPWA Program ("HOPWA Funds"). The HOPWA Funds are available to and administered by the County, as a subrecipient of the City of Oakland, which is the representative for the Alameda-Contra Costa County Eligible Metropolitan Area. The HOPWA Funds must be used by the County in accordance with 24 C.F.R. Section 574 et seq.

D. Borrower is the owner of that certain real property located at 6431 and 6495 Portola Drive in the City of El Cerrito, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to construct fifty-six (56) multifamily housing units on the Property, fourteen (14) of which will be for rental to extremely low income households, and one (1) manager's unit (the "Development"). The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

E. Borrower desires to borrow from the County One Million Four Hundred Forty Thousand Dollars (\$1,440,000) of HOME Funds (the "HOME Loan"), and Seven Hundred Fifty Thousand Dollars (\$750,000) of HOPWA Funds (the "HOPWA Loan") for a total loan amount of Two Million One Hundred Ninety Thousand Dollars (\$2,190,000) (the "Loan").

F. The Loan is evidenced by the Note, the Regulatory Agreement, and the Intercreditor Agreement, and is secured by the Deed of Trust.

G. The Loan is being made to finance predevelopment and construction costs of the Development. Construction of the Development is intended to maintain the supply of affordable rental housing in Contra Costa County. Due to the assistance provided Borrower through the Loan, the County is designating fourteen (14) units as HOME-assisted units, five (5) of which are also HOPWA-assisted units (the "HOME-Assisted Units").

H. The City has prepared a mitigated negative declaration pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA").

I. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS AND EXHIBITS

#### Section 1.1 Definitions.

The following terms have the following meanings:

(a) "Adjusted HOME Loan" means, to the extent less than the full amount of the HOME Loan is funded, an amount equal the actual principal amount loaned to Borrower by the County pursuant to this Agreement minus any Special Payment. If the full amount of the HOME Loan is funded and no portion is repaid as a Special Payment, the Adjusted HOME Loan is equal to the HOME Loan.

(b) "Adjusted HOPWA Loan" means, to the extent less than the full amount of the HOPWA Loan is funded, an amount equal the actual principal amount loaned to Borrower by the County pursuant to this Agreement. If the full amount of the HOPWA Loan is funded, the Adjusted HOPWA Loan is equal to the HOPWA Loan.

(c) "Adjusted MHSA Loan" means, to the extent less than the full amount of the MHSA Loan is funded, an amount equal to the actual principal amount loaned to Borrower by CalHFA pursuant to the documents between Borrower and CalHFA evidencing the MHSA Loan. If the full amount of the MHSA Loan is funded, the Adjusted MHSA Loan is equal to the MHSA Loan.

(d) "Agreement" means this HOPWA and HOME Loan Agreement.

(e) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:

- (i) property taxes and assessments imposed on the Development;
- (ii) debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Bank Loan;
- (iii) on-site service provider fees for tenant social services, provided the County has approved, in writing, the plan and budget for such services before such services begin;

- (iv) fees paid to CalHFA for administration of the MHSA Loan;
- (v) property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County;
- (vi) the Partnership/Asset Fee;
- (vii) fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;
- (viii) premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;
- (ix) utility services not paid for directly by tenants, including water, sewer, and trash collection;
- (x) maintenance and repair expenses and services;
- (xi) any annual license or certificate of occupancy fees required for operation of the Development;
- (xii) security services;
- (xiii) advertising and marketing;
- (xiv) cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a);
- (xv) cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) (excluding amounts deposited to initially capitalize the account);
- (xvi) payment of any previously unpaid portion of Developer Fee (without interest), not to exceed the amount set forth in Section 3.18;
- (xvii) extraordinary operating costs specifically approved in writing by the County;
- (xviii) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(f) "Annual Payment" has the meaning in Section 2.9(a).

(g) "Approved Development Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.

(h) "Approved Financing" means all of the following loans, grants and equity obtained by Borrower and approved by the County for the purpose of financing the acquisition of the Property and construction of the Development:

(i) the Housing Successor Loan;

(ii) the City Loan;

(iii) the construction loan from Union Bank, N. A. (the "Bank") in the approximate amount of Fifteen Million Three Hundred Thousand Dollars (\$15,300,000) (the "Bank Loan") which will convert to a permanent loan in the approximate amount of Nine Hundred Seventy-Five Thousand Dollars (\$975,000);

(iv) the loan of Mental Health Services Act ("MHSA") funds from the California Housing Finance Agency ("CalHFA") in the approximate amount of Five Hundred Sixty-Two Thousand Four Hundred Thirty Dollars (\$562,430) (the "MHSA Loan");

(v) the Low Income Housing Tax Credit investor equity funds in the approximate amount of Seventeen Million Four Hundred Fifteen Thousand Dollars (\$17,415,000) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner; and

(vi) the capital contribution from Borrower's general partner in the approximate amount of One Hundred Dollars (\$100) (the "GP Capital Contribution").

(i) "Available Net Proceeds" means the result obtained by multiplying the Net Proceeds of Permanent Financing by 0.75.

(j) "Bank" has the meaning set forth in Section 1.1(h)(iii).

(k) "Bank Loan" has the meaning set forth in Section 1.1(h)(iii).

(l) "Bid Package" means the package of documents Borrower's general contractor is required to distribute to potential bidders as part of the process of selecting subcontractors for the Development. The Bid Package is to include the following: (i) an invitation to bid; (ii) copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an



amount equal to five percent (5%) of the bid price; and (iv) all Construction Plans.

(m) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(n) "Borrower's Shared Portion of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(o) "CalHFA" has the meaning set forth in Section 1.1(h)(iv).

(p) "CEQA" has the meaning set forth in Paragraph H of the Recitals.

(q) "City" means the City of El Cerrito, California, a municipal corporation.

(r) "City Loan" means the Two Million Eight Hundred Sixty Thousand Dollar (\$2,860,000) loan of Proposition 1C Infill Infrastructure funds made by the City to the Borrower in June 2013.

(s) "Commencement of Construction" has the meaning set forth in Section 3.5.

(t) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(u) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in constructing all the Improvements on the Property (including the units in the Development, landscaping, parking, and common areas) and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").

(v) "County" has the meaning set forth in the first paragraph of this Agreement.

(w) "County/Housing Successor Loan" means the sum of the Adjusted HOME Loan, the adjusted HOPWA Loan, and the Housing Successor Loan.

(x) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing (1) the sum of the Adjusted HOME Loan and Adjusted HOPWA Loan, by (2) the sum of the County/Housing Successor Loan and the Adjusted MHSA Loan.

(y) "County Net Proceeds Prorata Share" means the result obtained by dividing the sum of the Adjusted HOME Loan and Adjusted HOPWA Loan, by the County/Housing Successor Loan.

(z) "Deed of Trust" means the Deed of Trust with Assignment of

Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as Trustor, North American Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(aa) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(bb) "Developer Fee" has the meaning set forth in Section 3.18.

(cc) "Development" has the meaning set forth in Paragraph D of the Recitals.

(dd) "Extremely Low Income Household" has the meaning set forth in the Regulatory Agreement.

(ee) "Event of Default" has the meaning set forth in Section 6.1.

(ff) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(gg) "Final Cost Certification" has the meaning set forth in Section 4.3.

(hh) "Final Development Cost" means the total of the cost of acquisition and construction of the Development as shown on the Final Cost Certification.

(ii) "GP Capital Contribution" has the meaning set forth in Section 1.1(h)(vi).

(jj) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- (i) all rents, fees and charges paid by tenants;
- (ii) Section 8 payments or other rental subsidy payments received for the dwelling units;
- (iii) deposits forfeited by tenants;
- (iv) all cancellation fees;
- (v) price index adjustments and any other rental adjustments to leases or rental agreements;
- (vi) net proceeds from vending and laundry room machines;

(vii) the proceeds of business interruption or similar insurance not paid to senior lenders;

(viii) the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and

(ix) condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(kk) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(ll) "Hazardous Materials Claims" means with respect to the Property (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(mm) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(nn) "HOME" means the HOME Investment Partnership Act Program pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12705 et seq.), as amended.

(oo) "HOME-Assisted Units" has the meaning set forth in Paragraph G of the Recitals.

(pp) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(qq) "HOME Loan" has the meaning set forth in Paragraph E of the Recitals.

(rr) "HOME Regulations" has the meaning set forth in Paragraph B of

the Recitals.

(ss) "HOME Reporting Term" means the period beginning on the Completion Date and ending on the twenty-first (21<sup>st</sup>) anniversary of the Completion Date.

(tt) "HOPWA" means the Housing Opportunities for Persons with AIDS Program pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et seq.).

(uu) "HOPWA Eligible Household" means a household that includes at least one Person with HIV/AIDS.

(vv) "HOPWA Funds" has the meaning set forth in Paragraph C of the Recitals.

(ww) "HOPWA Loan" has the meaning set forth in Paragraph E of the Recitals.

(xx) "HOPWA Term" means the period beginning on the date of this Agreement and ending on the tenth (10th) anniversary of the date of this Agreement.

(yy) "HOPWA Unit" means a unit in the Development restricted to occupancy by a HOPWA-Eligible Household, as further set forth in the Regulatory Agreement.

(zz) "Housing Successor Loan" means the Three Million Five Hundred Thousand Dollar (\$3,500,000) loan made by the City, as the Successor Housing Agency to the Redevelopment Agency of the City of El Cerrito, to the Borrower in June 2009.

(aaa) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(bbb) "Improvements" has the meaning set forth in Paragraph D of the Recitals.

(ccc) "Intercreditor Agreement" means that certain intercreditor agreement entered into by and among the City, the County, and Borrower of even date herewith related to the Loan and the Housing Successor Loan, to be recorded against the Property.

(ddd) "Investor Limited Partner" means Union Bank, N.A., its successors and assigns.

(eee) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.

(fff) "Loan Documents" means this Agreement, the Note, the Regulatory Agreement, the Intercreditor Agreement, and the Deed of Trust.

(ggg) "Loan" has the meaning set forth in Paragraph E of the Recitals.

- (hhh) "Marketing Plan" has the meaning set forth in Section 3.10.
- (iii) "MHSA Loan" has the meaning in Section 1.1(h)(iv).
- (jjj) "NEPA" has the meaning set forth in Paragraph I of the Recitals.
- (kkk) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.
- (lll) "Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the Loan.
- (mmm) "Operating Reserve Account" has the meaning set forth in Section 4.2(b).
- (nnn) "Partnership Agreement" means the agreement between Borrower's general partner and the Investor Limited Partner that governs the operation and organization of Borrower as a California limited partnership.
- (ooo) "Partnership/Asset Fee" means: (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any partner or affiliate of Borrower or any affiliate of a partner of Borrower, if any, during the Fifteen Year Compliance Period; and (ii) after expiration of the Fifteen Year Compliance Period, asset management fees payable to Borrower, in the amounts approved by the County as set forth in Section 3.19.
- (ppp) "Permanent Conversion" means the date the Bank Loan converts to a permanent loan.
- (qqq) "Permanent Financing" means the sum of the following amounts: (i) the portion of the Bank Loan that has a term greater than thirty-six (36) months; (ii) the Loan; (iii) the City Loan; (iv) the Housing Successor Loan; (v) the MHSA Loan; (vi) the Tax Credit Investor Equity; and (vii) the GP Capital Contribution.
- (rrr) "Persons with HIV/AIDS" has the meaning set forth in the Regulatory Agreement.
- (sss) "Predevelopment Costs" has the meaning set forth in Section 2.3 (b).
- (ttt) "Property" has the meaning set forth in Paragraph D of the Recitals.
- (uuu) "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants, of even date herewith, between the County and Borrower related to the Loan, to be recorded against the Property.
- (vvv) "Rental Shortfall Due Date" has the meaning set forth in Section 2.9(c).

(www) "Rental Shortfall Payment" has the meaning set forth in Section 2.9(c).

(xxx) "Replacement Reserve Account" has the meaning set forth in Section 4.2(a).

(yyy) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(zzz) "Retention Amount" means Ten Thousand Dollars (\$10,000) of the HOME Loan, the disbursement of which is described in Section 2.8.

(aaaa) "Social Services Plan" has the meaning set forth in Section 3.10.

(bbbb) "Special Payment" has the meaning in Section 2.9(b).

(cccc) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(dddd) "Subordination Agreement" means that certain subordination agreement by and among the City, the County, and Borrower or even date herewith that will be recorded against the Property and pursuant to which the lien priority of the City Loan is subordinated to the lien priority of the Loan.

(eeee) "Tax Credit Investor Equity" has the meaning set forth in Section 1.1(h)(v).

(ffff) "TCAC" means the California Tax Credit Allocation Committee.

(gggg) "Tenant" means the tenant household that occupies a unit in the Development.

(hhhh) "Tenant Selection Plan" has the meaning set forth in Section 3.10.

(iiii) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57<sup>th</sup>) anniversary of this Agreement.

(jjjj) "Transfer" has the meaning set forth in Section 4.15 below.

## Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property  
Exhibit B: Approved Development Budget



## ARTICLE 2 LOAN PROVISIONS

### Section 2.1 Loan.

Upon satisfaction of the conditions set forth in Section 2.6, Section 2.7, and Section 2.8 of this Agreement, the County shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

### Section 2.2 Interest.

(a) HOME Loan. Subject to the provisions of subsection (c) below, simple interest will accrue on the outstanding principal balance of the HOME Loan at a per annum rate of interest equal to three percent (3%), commencing on the date of disbursement.

(b) HOPWA Loan. Subject to the provisions of subsection (c) below, no interest will accrue on the outstanding principal balance of the HOPWA Loan.

(c) Default Interest. Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Loan will begin to accrue, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured, at the Default Rate.

### Section 2.3 Use of Loan Funds.

(a) HOME Loan. Borrower shall use the HOME Loan for construction costs, consistent with the Approved Development Budget. Use of the HOME Loan for reimbursement of costs incurred prior to the date of this Agreement is subject to Section 92.206(d)(1) of the HOME Regulations.

(b) HOPWA Loan. Borrower shall use the HOPWA Loan to finance the expenses incurred in connection with the design, engineering, and planning costs of the Development consistent with the Approved Development Budget (the "Predevelopment Costs"). Any HOPWA Funds not disbursed pursuant to Section 2.6 to finance Predevelopment Costs may be disbursed pursuant to Section 2.7 for construction costs consistent with the Approved Development Budget.

(c) Borrower may not use the Loan proceeds for any other purposes without the prior written consent of the County.

### Section 2.4 Security.

In consideration of the Loan, Borrower shall (i) secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and cause or permit it to be recorded as a lien against the Property, and (ii) execute the Regulatory Agreement, the Intercreditor

Agreement, and the Subordination Agreement, and cause or permit them to be recorded against the Property.

Section 2.5      Subordination.

(a) Any agreement by the County to subordinate the Deed of Trust and/or Regulatory Agreement to an encumbrance securing and/or evidencing the Bank Loan will be subject to the satisfaction of each of the following conditions:

(i) All of the proceeds of the Bank Loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the Development.

(ii) The Bank is a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.

(iii) Borrower demonstrates to the County's satisfaction that subordination of the Deed of Trust and the Regulatory Agreement is necessary to secure adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the County, in addition to any other information reasonably required by the County, evidence demonstrating that the proposed amount of the Bank Loan is necessary to provide adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(iv) The subordination agreement(s) is structured to minimize the risk that the Deed of Trust and the Regulatory Agreement will be extinguished as a result of a foreclosure by the Bank or other holder of the Bank Loan. To satisfy this requirement, the subordination agreement must provide the County with adequate rights to cure any defaults by Borrower, including: (1) providing the County or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (2) providing the County with a cure period of at least sixty (60) days to cure any default.

(v) The subordination(s) of the Loan is effective only during the original term of the Bank Loan and any extension of its term that is approved in writing by the County.

(vi) The subordination does not limit the effect of the Deed of Trust and the Regulatory Agreement before a foreclosure, nor require the consent of the Bank prior to the County exercising any remedies available to the County under the Loan Documents.

(b) Upon a determination by the County's Deputy Director – Department of Conservation and Development that the conditions in this Section have been satisfied, the Deputy Director – Department of Conservation and Development or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any

further action or approval.

Section 2.6 Conditions Precedent to Disbursement of HOPWA Loan Funds for Predevelopment Costs.

The HOPWA disbursements for Predevelopment Costs may not exceed the HOPWA Loan amount. The County is not obligated to disburse any portion of the HOPWA Loan for Predevelopment Costs, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

- (a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement;
- (b) Borrower holds title to the Property or is acquiring title to the Property simultaneously with the disbursement of the Loan proceeds;
- (c) Borrower has delivered to the County a copy of a corporate resolution authorizing Borrower to obtain the Loan and all other Approved Financing, and execute the Loan Documents;
- (d) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;
- (e) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.16 below;
- (f) Borrower has executed and delivered to the County the Loan Documents and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;
- (g) The Deed of Trust, the Regulatory Agreement, the Intercreditor Agreement, and the Subordination Agreement have been recorded against the Property in the Office of the Recorder of the County of Contra Costa;
- (h) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. The Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Contra Costa.
- (i) All environmental review necessary for the construction of the Development has been completed, and Borrower has provided the County evidence of

planned compliance with all NEPA and CEQA requirements and mitigation measures applicable to construction, and evidence of compliance with all NEPA and CEQA requirements and mitigation measures applicable to preconstruction;

(j) The County has determined the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the construction of the Development, are not less than the amount the County determines is necessary to pay for the construction of the Development and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement;

(k) The County has received reasonable evidence that the local match requirements set forth in 24 C.F.R. Section 92.218 et seq., have been satisfied pursuant to Section 4.1 of this Agreement; and

(l) The County has received a written draw request from Borrower, including: (i) certification that the condition set forth in Section 2.6(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget; (iii) the amount of funds needed; and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by: (1) certification by the Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

#### Section 2.7     Conditions Precedent to Disbursement of Loan Funds for Construction.

The disbursements made pursuant to this Section 2.7 may not exceed the amount that results from subtracting (1) that portion of the HOPWA Loan used to finance Predevelopment Costs from (2) Two Million One Hundred Eighty Thousand Dollars (\$2,180,000). The County is not obligated to disburse any portion of the Loan, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

(a) All requirements set forth in Section 2.6 have been and continue to be satisfied;

(b) Borrower has obtained all permits and approvals necessary for the construction of the Development;

(c) The County has received and approved the Bid Package for the subcontractors for the construction of the Development pursuant to Section 3.2 below;

(d) The County has received and approved the general contractor's construction contract that the Borrower has entered or proposed to enter for the construction of the Development pursuant to Section 3.3 below;

(e) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 below;

(f) Borrower has closed the loans and obtained the equity financings that comprise the Approved Financing described in Section 1.1(h) and has already received, or is eligible to receive, the funds;

(g) The County has received a fully executed copy of the Partnership Agreement, in which the Investor Limited Partner is obligated to provide Borrower the Tax Credit Investor Equity; and

(h) The County has received a written draw request from Borrower, including: (i) certification that the condition set forth in Section 2.6(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget; (iii) the amount of funds needed; and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by: (1) certification by the Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

#### Section 2.8 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received a completion report from Borrower setting forth: (i) the income, household size, race, and ethnicity of Tenants of the HOME-Assisted Units; (ii) and the unit address, unit size, rent amount and utility allowance for all HOME-Assisted Units;

(b) The County has received a Final Cost Certification for the Development from Borrower showing all uses and sources;

(c) The County has received from Borrower copies of the certificate of occupancy or equivalent final permit sign-offs for the Development;

(d) The County has received from Borrower current evidence of the insurance coverage meeting the requirements of Section 4.16 below;

(e) The County has received from Borrower a form of Tenant lease;

(f) The County has received from Borrower a Marketing Plan, Tenant Selection Plan, and Social Services Plan;

(g) The County has received from Borrower evidence of marketing for any

vacant HOME-Assisted Unit in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of such units, as applicable;

(h) The County has received from Borrower all relevant contract activity information, including compliance with Section 3 and MBE/WBE requirements;

(i) If Borrower was required to comply with relocation requirements, the County has received from Borrower evidence of compliance with all applicable relocation requirements;

(j) The County has received from Borrower a copy of the management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager;

(k) If Borrower is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148), the County has received confirmation that Borrower has submitted all certified payrolls to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues;

(l) The County has received from Borrower evidence of compliance with all NEPA mitigation requirements as set forth in Exhibit C; and

(m) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.6(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

## Section 2.9 Repayment Schedule.

(a) Annual Payments of HOME Loan. Commencing on June 1, 2016 and on June 1 of each year thereafter during the Term, Borrower shall make a HOME Loan payment in an amount equal to the sum of (1) the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) the County Net Proceeds Prorata Share multiplied by Borrower's Shared Portion of Residual Receipts (each such payment, an "Annual Payment"). The County shall apply all Annual Payments first, to accrued interest; and second, to principal.

(b) Special Repayments of HOME Loan from Net Proceeds of Permanent Financing. No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the County as a special repayment of the HOME Loan, an amount equal to the result obtained by multiplying the County Net Proceeds Prorata Share by the Available Net Proceeds (the "Special Payment"). No later than one hundred eighty (180) days following completion of construction of the Development, Borrower shall submit to the County for its review a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification as defined Section 4.3 below. The County shall approve or disapprove Borrower's



determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days after receipt. If Borrower's determination is disapproved by the County, Borrower shall re-submit documentation to the County until the County approval is obtained.

(c) Special Repayment of HOME Loan for Failure to Lease. If on or before the Rental Shortfall Due Date, Borrower fails to cause each of the HOME-Assisted Units to be rented to and occupied by an Extremely Low Income Household in accordance with Section 2.1 of the Regulatory Agreement, Borrower shall pay the County the Rental Shortfall Payment, plus accrued interest, on the Rental Shortfall Due Date.

(i) The "Rental Shortfall Due Date" is the date that occurs eighteen (18) months after the Completion Date.

(ii) The "Rental Shortfall Payment" is an amount equal to the result obtained by multiplying (1) the number of HOME-Assisted Units that have not been rented to and occupied by an Extremely Low Income Household on or before the Rental Shortfall Due Date, by (2) a fraction, the numerator of which is the then-outstanding principal balance on the HOME Loan and the denominator of which is the number of HOME-Assisted Units.

(iii) Interest on the Rental Shortfall Payment will accrue in accordance with Section 2.2(a) through the Rental Shortfall Due Date. If the Rental Shortfall Payment is not paid on or before the Rental Shortfall Due Date, interest on the Rental Shortfall Payment will accrue at the Default Rate beginning on the day after the Rental Shortfall Due Date and continuing until the Rental Shortfall Payment is paid in full with interest.

(d) Payment in Full of Loan. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 4.15; (ii) an Event of Default; and (iii) the expiration of the Term.

(e) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement and the Deed of Trust will remain in effect for the entire Term, regardless of any prepayment or Transfer.

#### Section 2.10      Reports and Accounting of Residual Receipts.

In connection with the Annual Payment, Borrower shall furnish to the County:

(a) The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2015 and ends on December 31st of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

(b) A statement from the independent public accountant that audited the Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts and Borrower's Shared Portion of Residual Receipts is accurate based on Gross Revenue and Annual Operating Expenses; and

(c) Any additional documentation reasonably required by the County to substantiate Borrower's calculation of Lenders' Share of Residual Receipts and Borrower's Shared Portion of Residual Receipts.

The receipt by the County of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County of any Loan repayment for any period does not bind the County as to the correctness of such statement or payment. The County may audit the Residual Receipts and all books, records, and accounts pertaining thereto pursuant to Section 4.7 below.

#### Section 2.11 Non-Recourse.

Except as provided below, neither Borrower, nor any partner of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Note, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Note. Except as hereafter set forth; nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under Sections 3.8, 3.9, 4.8(b)(vi), 4.9, and 7.4 of this Agreement, or liability for: (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

### ARTICLE 3 CONSTRUCTION OF THE DEVELOPMENT

#### Section 3.1 Permits and Approvals.

Borrower shall obtain all permits and approvals necessary for the construction of the Development no later than April 1, 2014, or such later date that the County approves in writing.

#### Section 3.2 Bid Package.

Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's general contractor's proposed Bid Package. The County's Deputy Director, Department of Conservation and Development, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid

Package the reasons therefore must be given to Borrower. The Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

### Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Development. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for construction of the Development is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the construction, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable HOME and HOPWA requirements set forth in Section 4.8 below. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within ten (10) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in ten (10) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Development is to be in the form approved by the County.

### Section 3.4 Construction Bonds.

Not later than thirty (30) days prior to the proposed Commencement of Construction Borrower shall deliver to the County copies of labor and material bonds and performance bonds for the construction of the Development in an amount equal to one hundred percent (100%) of the scheduled cost of the construction of the Development. Such bonds must name the County as a co-obligee.

### Section 3.5 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Development to occur no later than April 1, 2014, or such later date that the County approves in writing, but in no event later than 1 year from date of this Agreement. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of construction of the Development in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.6 Completion of Construction.

(a) Borrower shall diligently prosecute construction of the Development to completion, and shall cause the construction of the Development to be completed no later than September 1, 2014, or such later date that the County approves in writing.

(b) Borrower shall give notice to the County upon completion of construction of the Development. Upon receipt of such notice the County will perform an inspection of the Development to determine if the Development was constructed in accordance with the HOME Regulations, including the property standards set forth in 24 C.F.R. 92.251. If the County determines the Development was not constructed in accordance with the HOME Regulations, the County will provide Borrower with a written report of the deficiencies. Borrower shall correct such deficiencies within the timeframe set forth in the notice provided to Borrower by the County. The Development may not be occupied until such deficiencies have been corrected to the satisfaction of the County.

Section 3.7 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall construct the Development in conformance with (i) the plans and specifications approved by the City's Building Inspection Department, and (ii) the Approved Development Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Development may be performed: (i) any change in the work the cost of which exceeds Fifty Thousand Dollars (\$50,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds One Hundred Thousand Dollars (\$100,000) or ten percent (10%) of the Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Development to be performed in compliance with:

(i) all applicable laws, codes (including building codes and codes applicable to mitigation of disasters such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter;

(ii) the property standards set out in 24 C.F.R. 92.251 as implemented by Section 5.6 of the Regulatory Agreement, and 24 C.F.R. Section 574.310; and

(iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after

procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

### Section 3.8     Prevailing Wages.

(a) Davis Bacon. Borrower shall cause construction of the Development to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148). Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Development or any other work undertaken or in connection with the Property. The requirements in this subsection survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

(b) State Prevailing Wages. To the extent applicable, Borrower shall pay and shall cause the contractor and subcontractors to pay prevailing wages in the construction of the Development as those wages are determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices as required by California Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"). Borrower shall and shall cause the contractor and subcontractors to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR. Borrower shall and shall cause the contractor and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq. Copies of the currently applicable current per diem prevailing wages are available from DIR. During the construction of the Development, Borrower shall or shall cause the contractor to post at the Property the applicable prevailing rates of per diem wages. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the construction of the Development or any other work undertaken or in connection with the Property. The requirements in this Subsection survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

### Section 3.9     Accessibility.

Borrower shall construct the Development in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair

Housing Act; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations (collectively, the "Accessibility Requirements"). In compliance with Section 504, a minimum of three (3) HOME-Assisted Units must be constructed to be fully accessible to households with a mobility impaired member and an additional two (2) HOME-Assisted Units must be constructed to be fully accessible to hearing and/or visually impaired persons. In compliance with Section 504 Borrower shall provide the County with a certification from the Development architect that to the best of the architect's knowledge, the Development complies with all federal and state accessibility requirements applicable to the Development. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Development in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

Section 3.10      Marketing Plan; Tenant Selection Plan; and Social Services Plan.

(a) Marketing Plan.

(i) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households and HOPWA Eligible Households as required by the Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(ii) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date completion of the Development is projected to be complete, Borrower will be in default of this Agreement.

(iii) If any HOME-Assisted Units have not been rented to an Extremely Low Income Household on or before the date that is five (5) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented to Extremely Low Income Households.

(iv) If any HOME-Assisted Units have not been rented to an Extremely Low Income Household on or before the date that is twelve (12) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if

deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented to Extremely Low Income Households.

(b) Tenant Selection Plan.

(i) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. Part 574 and 24 C.F.R. 92.253(d), and any modifications thereto.

(ii) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this Agreement.

(c) Social Services Plan.

(i) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for providing social services from qualified service providers to the HOPWA Eligible Households of the Development as required by 24 C.F.R. Section 574.310(a)(1) and the Regulatory Agreement (the "Social Services Plan").

(ii) Upon receipt of the Social Services Plan, the County will promptly review the Social Services Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Social Services Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Social Services Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Social Services Plan until the Social Services Plan is approved by the County. If the Borrower does not submit a revised Social Services Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this Agreement.

Section 3.11 Equal Opportunity.

During the construction of the Development discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.



Section 3.12      Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the construction of the Development. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

Section 3.13      Progress Reports.

Until such time as Borrower has received a certificate of occupancy from the City for the Development, Borrower shall provide the County with quarterly progress reports regarding the status of the construction of the Development, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.17 below.

Section 3.14      Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the construction of the Development takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or construction of the Development.

Section 3.15      Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit

with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development and Property.

#### Section 3.16 Inspections.

Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

#### Section 3.17 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the County for approval within five (5) days after the date Borrower receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the County will be required to amend the Approved Development Budget.

#### Section 3.18 Developer Fee.

The maximum cumulative Developer Fee that may be paid to any entity or entities providing development services to the Development, whether paid up-front or on a deferred basis, is not to exceed the amount allowed by TCAC and as approved by the County. For the purposes of this Agreement "Developer Fee" has the meaning set forth in California Code of Regulations, Title 4, Section 10302(l). The County approves a Developer Fee of One Million Four Hundred Thousand Dollars (\$1,400,000).

#### Section 3.19 Partnership/Asset Fee.

During the Fifteen Year Compliance Period, the Partnership/Asset Fee is not to exceed Thirty-Two Thousand Five Hundred Dollars (\$32,500) per year. After the expiration of the Fifteen Year Compliance Period, the Partnership/Asset Fee is not to exceed Twenty-Five Thousand Dollars (\$25,000) per year.

#### Section 3.20 NEPA Mitigation Requirements.

Borrower shall comply with the NEPA mitigation requirements set forth in the attached Exhibit C in the construction of the Development.

## ARTICLE 4 LOAN REQUIREMENTS

### Section 4.1 Match Requirement.

The Borrower shall ensure that the Loan is matched with a minimum of Three Hundred Sixty Thousand Dollars (\$360,000) in other, non-federal sources, pursuant to and eligible under applicable HOME regulations.

### Section 4.2 Reserve Accounts.

(a) Replacement Reserve Account. Borrower shall establish and maintain an account that is available for capital expenditures for repairs and replacement necessary to maintain the Development in the condition required by the Loan Documents (the "Replacement Reserve Account"). Borrower shall make annual deposits to the Replacement Reserve Account in the amounts required in the Partnership Agreement and/or the documents evidencing the Bank Loan, whichever is greater. In no event shall the annual amount deposited in the Replacement Reserve Account exceed Six Hundred Dollars (\$600) per unit, increasing by the applicable consumer price index every five (5) years, or such greater amount required in connection with the Partnership Agreement or any permanent financing, and approved by the County.

(b) Operating Reserve Account. Borrower shall establish and maintain an account that is available to fund operating deficits (which is the amount by which Annual Operating Expenses exceed Gross Revenue for any period) (the "Operating Reserve Account"). Borrower shall capitalize the Operating Reserve Account in the amount required by TCAC (currently three months of Annual Operating Expenses); provided, however that if the Partnership Agreement or the documents evidencing the Bank Loan require the Operating Reserve Account to be capitalized in an amount greater than the TCAC requirement, Borrower shall capitalize the Operating Reserve Account as required by the Partnership Agreement or the documents evidencing the Bank Loan, as applicable, for as long as the Partnership Agreement or the Bank Loan, as applicable, is outstanding. In no event may the amount held in the Operating Reserve Account exceed six (6) months gross rent from the Development (as such rent may vary from time to time).

### Section 4.3 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following completion of construction of the Development, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the Development.

(b) No later than one hundred twenty (120) days after Permanent Conversion, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Development. This requirement may be satisfied by providing the Final Cost Certification to the County. "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that: (i) Borrower submits to TCAC; and (ii) has been prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.

#### Section 4.4

#### Approval of Annual Operating Budget.

At the beginning of each year of the Term, Borrower shall provide to the County an annual budget for the operation of the Development. The County may request additional information to assist the County in evaluating the financial viability of the Development. Unless rejected by the County in writing within thirty (30) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days after notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

#### Section 4.5

#### Information.

Borrower shall provide any information reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

#### Section 4.6

#### Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 7.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508, 24 C.F.R. 574.450, and 24 C.F.R. 574.530. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the Loan funds;

(ii) Records demonstrating that each activity undertaken with the HOPWA Funds meets one of the eligible activities of the HOPWA program set forth in 24 C.F.R. Section 574.300 and 24 C.F.R. Section 574.310;

(iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements including the property standards of 24 C.F.R. Section 574.310(b) and the lead-based paint requirements of 24 C.F.R. Section 574.635, and the maintenance requirements set forth in Section 5.6 of the Regulatory Agreement (which implements 24 C.F.R. 92.251);

(iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(v) Financial records as required by 24 C.F.R. 92.505, OMB Circular A-110 (24 C.F.R. Part 84), and during the HOPWA Term, financial records and other documents necessary to document compliance with the requirements of 24 C.F.R. Part 574 et seq.;

(vi) Records demonstrating compliance with the HOPWA and HOME marketing, tenant selection, affordability, and income requirements;

(vii) Records demonstrating compliance with MBE/WBE requirements;

(viii) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;

(ix) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(x) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid; and

(xi) Records documenting compliance with the Social Services Plan approved by the County.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

#### Section 4.7

#### County Audits.

(a) Each year, Borrower shall provide the County with a copy of Borrower's

annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development. Borrower shall also follow audit requirements of the Single Audit Act and OMB Circulars A-122 and 110 as set forth in 24 C.F.R. 547.605 and the additional audit requirements set forth in 24 C.F.R. 574.650.

(b) In addition, the County may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development including but not limited to the Residual Receipts of the Development. Any such audit is to be conducted during normal business hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of: (i) Two Thousand Five Hundred Dollars (\$2,500); and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the County's costs and expenses connected with the audit and review of Borrower's accounts and records.

#### Section 4.8      HOME and HOPWA Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Funds as set forth in 24 C.F.R. Part 92, and use of the HOPWA Funds, as set forth in 24 C.F.R. Part 574 et. seq., including the requirements of the Regulatory Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern. During the HOME Reporting Term and the HOPWA Term, these requirements are federal requirements, implemented by the County; thereafter, these requirements are deemed local County requirements.

(b) The laws and regulations governing the use of the Loan funds include (but are not limited to) the following:

(i)      Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(ii)      Applicability of OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110, A-122, and A-133;

(iii)      Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(iv)      Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing

regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(vi) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; 24 C.F.R. 574.630; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall prepare and submit a relocation plan to the County for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development;

(vii) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(viii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(ix) Uniform Administrative Requirements. The provisions of 24 C.F.R. 92.505 and 24 C.F.R. 574.650 regarding cost and auditing requirements;



(x) Housing Quality Standards. The housing quality standards set forth in 24 C.F.R. Section 574.310(b);

(xi) Supportive Services. The supportive service requirements of 24 C.F.R. Section 574.310(a)(1). Borrower shall procure services to satisfy such service requirements;

(xii) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this Agreement:

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (A) after the contractor is selected but

before the contract is executed, and (B) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(xiii) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(xiv) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(xv) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(xvi) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(xvii) Religious Organizations. If the Borrower is a religious organization, as defined by the HOPWA and/or HOME requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of HOME Funds and HOPWA Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257 and 24 C.F.R. 574.300(c);

(xviii) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs; and

(xix) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

#### Section 4.9 Hazardous Materials.

(a) Borrower shall keep and maintain the Property (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Property to be in violation of any Hazardous Materials Law. Borrower may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Borrower) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether

on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Borrower in this Section 4.9, and Section 5.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(f) Borrower hereby acknowledges and agrees that: (i) this Section is intended as the County's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (i) waive its lien on such environmentally impaired or affected portion of the Property; and (ii) exercise, (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

Section 4.10      Maintenance; Damage and Destruction.

(a) During the course of both construction and operation of the Development, Borrower shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition, and in accordance with the Regulatory Agreement.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and is to be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the County as a special repayment of the Loan, subject to the rights of the senior lenders, if any.

Section 4.11      Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency. However, Borrower is not required to pay and discharge any such charge so long as: (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

Section 4.12      Notice of Litigation.

Borrower shall promptly notify the County in writing of any litigation that has the potential to materially affect Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.13      Operation of Development as Affordable Housing.

Borrower shall operate the Development as an affordable housing development consistent with: (i) HUD's requirements for use of HOPWA Funds and HOME Funds; (ii) the Regulatory Agreement; and (iii) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the City Loan, Housing Successor Loan, and Low Income Housing Tax Credits provided by TCAC.

Section 4.14      Nondiscrimination.

(a) Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

(b) Nothing in this Section prohibits Borrower from requiring HOME-Assisted Units in the Development to be available to and occupied by income eligible households in accordance with the Regulatory Agreement, or from requiring the HOPWA Units in the Development to be available to and occupied by HOPWA Eligible Households.

Section 4.15      Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under this Agreement; and/or (ii) any interest in the Development, including (but not limited to) a fee

simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with the Regulatory Agreement. The County Deputy Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) No Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to Resources for Community Development, a California nonprofit public benefit corporation ("RCD"), or a non-profit affiliate of RCD, and an assumption of the Loan by such transferee at the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the transferee expressly assumes the obligations of the Borrower under the Loan Documents, utilizing a form of assignment and assumption agreement provided by the County.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by RCD, or a non-profit affiliate of RCD at the end of the Fifteen Year Compliance Period, provided that such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner that is selected by the limited partner and approved by the County, and (ii) Union Bank, N.A. or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing.



Section 4.16      Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to

give the County at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 4.17      Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

Section 4.18      Covenants Regarding Approved Financing and Partnership Agreement.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.

(b) Borrower shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender, and any defaults under the Partnership Agreement, and provide the County copies of any notice of default.

(c) Borrower may not amend, modify, supplement, cancel or terminate the Partnership Agreement or any documents related to any loan that is part of the Approved Financing without the prior written consent of the County.

(d) Borrower may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

(e) The Partnership Agreement may not include any provisions that conflict with the provisions of this Agreement, including, without limitation, the Residual Receipts payment provisions of Section 2.9 above.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER

### Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a

breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the organizational documents of Borrower, or conflict with any agreement to which Borrower is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The construction of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the County or approved in writing by the County.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the construction of the Development in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of

any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property; (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

## ARTICLE 6 DEFAULT AND REMEDIES

### Section 6.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. If Borrower fails to obtain permits, or to commence and prosecute construction of the Development to completion, within the times set forth in Article 3 above.

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the Loan Documents.

(c) Failure to Submit Plans. If Borrower fails to submit a Marketing Plan, Tenant Selection Plan, or Social Services Plan that is approved by the County in accordance with Section 3.10.

(d) Breach of Covenants. If Borrower fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 6.1(a) through Section 6.1(c) and Section 6.1(e) through Section 6.1(m)), or in any of the other Loan Documents, and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower and to the Investor Limited Partner identified in Section 7.9, or any limited partner of Borrower who has requested written notice from the County of such failure ("Permitted Limited Partner"); provided, however, that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control. If the Permitted Limited Partner cures an Event of Default within the cure period set forth in this subsection, the County will accept such action as curing the Event of Default as if such cure was performed by Borrower. If a Permitted Limited Partner is unable to cure an Event of Default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of Borrower and the Permitted Limited Partner is proceeding diligently to remove the general partner of Borrower in order to effect a cure of the Event of Default, the cure period shall be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the Event of Default, but in no event longer than sixty (60) days after the date of receipt by the Permitted Limited Partner of written notice of the Event of Default.

(e) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(f) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Borrower to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(g) Assignment; Attachment. If Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(h) Suspension; Termination. If Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(i) Liens on Property and the Development. If any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(j) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development.

(k) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 4.15.

(l) Representation or Warranty Incorrect. If any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

(m) Applicability to General Partner. The occurrence of any of the events set forth in Section 6.1 (f), through Section 6.1 (h) in relation to Borrower's managing general partner, unless the removal and replacement of the Borrower's managing general partner in accordance with Section 4.15(e), within the time frame set forth in Section 6.1(d) cures such a default.

## Section 6.2      Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand therefor, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

## Section 6.3      Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

## Section 6.4      Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each



and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

## ARTICLE 7 GENERAL PROVISIONS

### Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

### Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction or operation of the Development.

### Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Deputy Director, Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

### Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made

against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. The provisions of this Section will survive the expiration of the Term and the reconveyance of the Deed of Trust.

Section 7.5            Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6            No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.7            Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the construction of the Development.

Section 7.8            Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) Borrower shall comply with the conflict of interest provisions set forth in 24 C.F.R. 92.356 and 24 C.F.R. Section 574.625.

Section 7.9      Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County:                      County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Affordable Housing Program Manager

Borrower:                      Ohlone Gardens, L.P.  
c/o RCD GP, LLC  
2220 Oxford Street  
Berkeley, CA 94720  
Attention: Executive Director

Investor Limited  
Partner:                      Union Bank, N.A.  
200 Pringle Avenue, Suite 355  
Walnut Creek, CA 94596  
Attn: CDF Head  
Facsimile: (510) 947-2455

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10      Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11      Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 County Approval.

The County has authorized the County Deputy Director- Department of Conservation and Development to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents.

Section 7.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18      Entire Understanding of the Parties.

The Loan Documents constitute the entire agreement of the parties with respect to the Loan.

Section 7.19      Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

***Remainder of Page Left Intentionally Blank***

The parties are executing this Agreement as of the date first above written.

**COUNTY:**

COUNTY OF CONTRA COSTA, a political  
subdivision of the State of California

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

Ohlone Gardens, L.P., a California limited  
partnership

By: RCD GP LLC, a California limited  
liability company, its general partner

By: Resources for Community  
Development, a California nonprofit  
public benefit corporation, its sole  
member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive  
Director

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land is situated in the State of California, County of Contra Costa, and is described as follows:



EXHIBIT B

APPROVED DEVELOPMENT BUDGET

## EXHIBIT C

### NEPA MITIGATION REQUIREMENTS

NEPA Mitigation and Monitoring Plan – Ohlone Gardens

All mitigations / conditions of approval must be included in project agreement and/or legal documents.

Compliance with mitigations / conditions of approval must be documented prior to final payment of County funds

Mitigation Measure(s)	Source	Method and date County staff informed Project Sponsor	Included in County loan document and /or project agreement	Verification of Mitigation Measure(s)	Responsible for implementation	Mitigation Timing	Responsible for monitoring and reporting on implementation	Monitoring and reporting frequency	Verification of compliance	Date completed	Comments
<p><b>Noise:</b> Based on the noise study preformed utilizing the HUD Noise Guidebook, the combined DNL at the site is 77.8 dB, which falls under the category of <i>unacceptable</i>.</p> <p>The internal circulation for the building is required to be arranged around a central courtyard as a means to create a buffer from noise from BART. The corridor circulation system is required to be double loaded on the non BART sides and single loaded on the BART side in order to optimize the</p>	Results of HUD DNL Calculator April 2012, proposed noise attenuations prepared by project architect July 2012 and Figure 19 for Noise Attenuation from HUD Noise Guidebook		<input type="checkbox"/>	<input type="checkbox"/> City of El Cerrito Approved Construction plans	Project Sponsor, architect, contractor	Pre and post construction	Architect and contractor	Once- after walls, windows, doors and vent ducts have been installed.	<input type="checkbox"/> Letter from architect  <input type="checkbox"/> Copy of Final approved Building Permit		

proportions of the courtyard and in order to buffer the open space with the building. Within the building, the five foot internal corridor along the BART side is required to reduce the number of units that are exposed to the BART tracks and it will also greatly reduce the amount of sound transmittance originating from BART trains. In addition, the walls and windows of the dwelling units exposed to the BART tracks are required to include a high sound transmission coefficients (STC). Unit walls exposed to BART are required to be double thick with STCs of above 55 and with windows with STC values of 36 and above.											
<b>Asbestos and Lead Based Paint:</b> Based on the findings of the Phase 1 Environmental Assessment conducted by Furgo West Inc. dated November 24, 2008, it is recommended that prior to	Phase I Environmental Site Assessment November 2008		<input type="checkbox"/>	<input type="checkbox"/> Pre-demolition survey	Asbestos and lead based paint licensed contractor	Pre and post demolition	Architect and contractor	Once- after demolition has been completed.	<input type="checkbox"/> certification/permit post demolition		

renovation or demolition, sampling will be conducted to assess if asbestos containing building materials and/or lead based paint is contained in the building.  If found on site, All asbestos-containing materials found on the site must be removed prior to demolition in accordance with BAAQMD Regulation 11, Rule 2, including specific requirements for surveying, notification, removal, and disposal of material containing asbestos.  ARTICLE 8 If lead is found on site, then the project applicant is required to follow all applicable guidelines per the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.											
<b>Phase II Environmental Site Assessment:</b> Based on the finding of Phase II Environmental Site	Phase II Environmental Site Assessment December 2008		<input type="checkbox"/>	<input type="checkbox"/> site specific health and safety plan prepared by a certified	Project Sponsor, architect, contractor, environmental professional	Pre, during, and post construction	Architect, contractor, environmental professional	ongoing	<input type="checkbox"/> Letter from environmental professional indicating that all mitigations and conditions from the		

<p>Assessment conducted by Furgo West Inc. dated December 18, 2008 the conclusions and recommendations listed on page 6 and 7 will be implemented including but not limited to:</p> <ul style="list-style-type: none"> <li>• The existing soils in the landscape areas will be excavated to a depth of three feet and replaced with clean soil.</li> <li>• The contractor will have a certified industrial hygienist prepare a site-specific health and safety plan to protect the workers from the soil and groundwater concentrations that Furgo has identified in the Phase II.</li> </ul>				industrial hygienist					<p>Phase II were completed.</p> <p><input type="checkbox"/> Health and Safety Plan</p> <p><input type="checkbox"/> Storm Water Protection Plan</p>		
<p><b>Soil and Groundwater Management Plan:</b> Based on the findings of the Soil and Groundwater Management Plan</p>	Phase II Environmental Site Assessment December 2008		<input type="checkbox"/>	<p><input type="checkbox"/> Health and Safety Plan</p> <p><input type="checkbox"/> Storm Water Prevention</p>	Project Sponsor, architect, contractor, environmental professional	Pre, during, and post construction	Architect, contractor, environmental professional	ongoing	<input type="checkbox"/> Letter from environmental professional indicating that all recommended activities/mitigations were completed.		

conducted by Adanta, Inc. dated June 18, 2012, the construction activities listed in Section 3 on pages 6 through 12 will be implemented.				Plan					<input type="checkbox"/> Health and Safety Plan  <input type="checkbox"/> Storm Water Prevention Plan		
<b>Geotechnical Investigation:</b> Based on the conclusions and recommendations of the Geotechnical Investigation conducted by AMSO Consulting Engineers dated July 2, 2012, the recommendations listed on pages 5 through 10 will be implemented.	Geotechnical Investigation Report Update July 2012		<input type="checkbox"/>	<input type="checkbox"/> City of El Cerrito Approved Construction Plans	Project sponsor, architect	Pre and post construction	Architect and contractor	ongoing	<input type="checkbox"/> Letter from architect  <input type="checkbox"/> Copy of Final approved Building Permit		

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EXHIBIT C	NEPA Mitigation Requirements

# HOPWA AND HOME LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

OHLONE GARDENS, L.P.

Ohlone Gardens Apartments

dated \_\_\_\_\_, 2014

PROMISSORY NOTE  
(HOME AND HOPWA Loan)

\$2,190,000

Martinez, California  
\_\_\_\_\_, 2014

FOR VALUE RECEIVED, the undersigned Ohlone Gardens, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Two Million One Hundred Ninety Thousand Dollars (\$2,190,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of Two Million One Hundred Ninety Thousand Dollars (\$2,190,000) with interest for the funds loaned to Borrower by Holder to finance the construction of the Development pursuant to the HOME and HOPWA Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

2. Interest.

(a) HOME Loan. Subject to the provisions of Subsection (c) below, the HOME Loan bears simple interest at a rate of three percent (3%) per annum from the date of disbursement until full repayment of the principal balance of the HOME Loan.

(b) HOPWA Loan. Subject to the provisions of Subsection (c) below, no interest will accrue on the outstanding principal balance of the HOPWA Loan.

(c) Default Interest. If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.9 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Loan is due and payable on the fifty-seventh (57<sup>th</sup>) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County,

California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.11 of the Loan Agreement which Section 2.11 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Affordable Housing Program Manager, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Ohlone Gardens, L.P., a California limited partnership

By: RCD GP LLC, a California limited liability  
company, its general partner

By: Resources for Community  
Development, a California nonprofit  
public benefit corporation, its sole  
member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive  
Director

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Affordable Housing Program Manager

No fee for recording pursuant to  
Government Code Section 27383

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REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
(Ohlone Gardens Apartments)  
(HOME and HOPWA Funds)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is dated \_\_\_\_\_, 2014 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Ohlone Gardens, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. The County has received Housing Opportunities for Persons with AIDS Program funds from HUD pursuant to the HOPWA program ("HOPWA Funds"). The HOPWA Funds are available to and administered by the County, as the subrecipient of the City of Oakland, which is the representative for the Alameda-Contra Costa County Eligible Metropolitan Area. The HOPWA Funds must be used by the County in accordance with 24 C.F.R. Part 574.

D. Borrower is the owner of that certain real property located at 6431 and 6495 Portola Drive in the City of El Cerrito, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to construct fifty-six (56) multifamily housing units on the Property, fourteen (14) of which will be for rental to extremely low income households, and one (1) manager's unit (the "Development"). The Development, as well as all



landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

E. Pursuant to a HOME and HOPWA Loan Agreement by and between the County and Borrower of even date herewith (the "Loan Agreement"), the County is lending Borrower One Million Four Hundred Forty Thousand Dollars (\$1,440,000) of HOME Funds (the "HOME Loan") and Seven Hundred Fifty Thousand Dollars (\$750,000) of HOPWA Funds (the "HOPWA Loan") for a total loan amount of Two Million One Hundred Ninety Thousand Dollars (\$2,190,000) (the "Loan").

F. The County has the authority to lend the Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan (i) the HOME Funds pursuant to 24 C.F.R. 92.205 and (ii) the HOPWA Funds pursuant to 24 C.F.R. 574.300.

G. The County has agreed to make the Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this Agreement and in the related documents evidencing the Loan.

H. In consideration of receipt of the Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions.

The following terms have the following meanings:

(a) "Actual Household Size" means the actual number of persons in the applicable household.

(b) "Adjusted Income" means, (i) with respect to the Tenant of each HOPWA Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 574.310(d)(1), and (ii) with respect to the Tenant of each HOME-Assisted Unit the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 92.203(b)(1).

(c) "Agreement" has the meaning set forth in the first paragraph of this Agreement.

(d) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h).

(e) "City" means the City of El Cerrito, California, a municipal corporation.

(f) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(g) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Loan and Borrower's performance of the Loan Documents.

(h) "Development" has the meaning set forth in Paragraph D of the Recitals.

(i) "Extremely Low Income Household" means a household (i) with an Adjusted Income that does not exceed thirty percent (30%) of Median Income, adjusted for Actual Household Size, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(j) "Extremely Low Income Rent" means the maximum allowable rent for an Extremely Low Income Unit pursuant to Section 2.2(b) below.

(k) "Extremely Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(l) "HOME" means the Home Investment Partnerships Act Program funded pursuant to the Cranston-Gonzales National Housing Act of 1990.

(m) "HOME-Assisted Units" means the fourteen (14) HOME-Assisted Units that are (i) restricted to occupancy by Extremely Low Income Households (which, during the HOPWA Term, includes five (5) HOPWA Units), and (ii) are "floating" Units as defined in 24 C.F.R. 92.252(j).

(n) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(o) "HOME Loan" has the meaning set forth in Paragraph E of the Recitals.

(p) "HOME Regulations" means the regulations set forth in 24 C.F.R. Part 92.

(q) "HOME Term" means the period beginning on the Completion Date and ending on the twenty-first (21<sup>st</sup>) anniversary of the date of the Completion Date.

(r) "HOPWA" means the Housing Opportunities for Persons with AIDS Program pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et. seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et. seq.).

(s) "HOPWA Eligible Household" means a household that (i) includes at least one Person with HIV/AIDS, and (ii) satisfies the definition of an Extremely Low Income Household.

(t) "HOPWA Funds" has the meaning set forth in Paragraph C of the Recitals.

(u) "HOPWA Loan" has the meaning set forth in Paragraph E of the Recitals.

(v) "HOPWA Regulations" means the regulations set forth in 24 C.F.R. Part 574.

(w) "HOPWA Term" means the period beginning on the date of this Agreement and ending on the tenth (10<sup>th</sup>) anniversary of the date of this Agreement, unless earlier terminated pursuant to Section 2.4.

(x) "HOPWA Units" has the meaning set forth in Section 2.1(a)(1).

(y) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(z) "Improvements" has the meaning set forth in Paragraph D of the Recitals.

(aa) "Intercreditor Agreement" means that certain intercreditor agreement of even date herewith among the City, the County, and Borrower.

(bb) "Loan" has the meaning set forth in Paragraph E of the Recitals.

(cc) "Loan Agreement" has the meaning set forth in Paragraph E of the Recitals.

(dd) "Loan Documents" means the documents evidencing the Loan including this Agreement, the Note, the Loan Agreement, the Intercreditor Agreement, and the Deed of Trust.

(ee) "Low Income Household" means a Tenant with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as such definition may be amended pursuant to 24 C.F.R. Section 92.2.

(ff) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(gg) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(hh) "Note" means the promissory note that evidences Borrower's obligation to repay the Loan, as such may be amended from time to time.

(ii) "Person with HIV/AIDS" means a person with the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV), as confirmed by a certification of HIV-positive test status to be delivered to and maintained on file by Borrower as such definition may be amended as set forth in 24 C.F.R. 574.3.

(jj) "Property" has the meaning set forth in Paragraph D of the Recitals.

(kk) "Remainder Term" means the period that begins on the date the HOPWA Term expires or is terminated by the County pursuant to Section 2.5, and ends on the last day of the Term.

(ll) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants (subject to the limitations set forth in 24 C.F.R. 92.214(b)(3)), other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(mm) "Social Services Plan" has the meaning set forth in Section 4.3(c).

(nn) "Tenant" means the tenant household that occupies a Unit in the Development.

(oo) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(pp) "Term" means the term of this Agreement which commences as of the date of this Agreement, and unless sooner terminated pursuant to the terms of this Agreement, expires on the fifty-fifth (55<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57<sup>th</sup>) anniversary of this Agreement.

(qq) "Unit(s)" means one (1) or more of the units in the Development.

## ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

### 2.1 Occupancy Requirements.

#### (a) Extremely Low Income Units.

(1) During the HOPWA Term, Borrower shall cause five (5) Units to be rented to and occupied by or, if vacant, available for occupancy by, HOPWA-Eligible Households (such units, the "HOPWA Units").

(2) During the HOPWA Term, in addition to the HOPWA Units, Borrower shall cause nine (9) Units to be rented to and occupied by or, if vacant, available for occupancy by Extremely Low Income Households, which households are not required to be HOPWA-Eligible Households.

(3) During the Remainder Term, Borrower shall cause fourteen (14) Units to be rented to and occupied by or, if vacant, available for occupancy by, Extremely Low Income Households, which households are not required to be HOPWA-Eligible Households.

(b) Intermingling of Units. Borrower shall cause the HOME-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development.

(c) Disabled Persons Occupancy. Borrower shall cause the Development to be operated at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, and (v) the Americans With Disabilities Act of 1990, which relate to disabled persons access. Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

(d) HOME-Assisted Unit Compliance Deadline. Each HOME-Assisted Unit must be rented to and occupied by an Extremely Low Income Household pursuant to this Section 2.1 on or before the date that occurs eighteen (18) months after the Completion Date. If Borrower fails to comply with this requirement, Borrower shall repay a portion of the HOME Loan, with interest, in accordance with Section 2.9(c) of the Loan Agreement.

## 2.2 Allowable Rent.

### (a) HOPWA Rent.

(1) During HOPWA Term. Subject to the provisions of Section 2.4 below and notwithstanding subsection 2.2(b) below, the total monthly Rent paid by a Tenant of a HOPWA Unit during the HOPWA Term may not exceed the amount that is equal to the greater of:

(A) thirty percent (30%) of the household's monthly Adjusted Income, as adjusted pursuant to 24 C.F.R. 574.310(d)(1);

(B) ten percent (10%) of the household's monthly gross income; and

(C) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payments that is so designated.

(2) Following Expiration of the HOPWA Term. Subject to the provisions of Section 2.4 below the Rent paid by a HOPWA Eligible Household that occupies a HOPWA Unit during the HOPWA Term and that continues to reside in the Unit following the expiration of the HOPWA Term, must be equal to the amount specified in Section 2.2(a)(1).

(3) Following Termination of the HOPWA Term. Subject to the provisions of Section 2.4 below, the Rent paid by a HOPWA Eligible Household that occupies a HOPWA Unit during the HOPWA Term and that continues to reside in the Unit following the termination of the HOPWA Term pursuant to Section 2.5 below, must be equal to the amount specified in Section 2.2(b).

(b) Extremely Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Extremely Low Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(c) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the HOME-Assisted Units for any housing or other services provided by Borrower.

## 2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all HOME-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the HOME-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all HOME-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a County-Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for HOME-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the HOME-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

#### 2.4 Increased Income of Tenants.

(a) Increased Income of HOPWA Eligible Household During HOPWA Term. If upon the annual certification of the income of a HOPWA Eligible Household during the HOPWA Term, Borrower determines that the Tenant has an Adjusted Income exceeding the maximum qualifying income of an Extremely Low Income Household, the Tenant may continue to occupy the Unit and Borrower shall continue to charge such Tenant Rent consistent with Section 2.2(a)(1) above. Borrower shall then rent the next available HOPWA Unit to an Extremely Low Income Household that is also a HOPWA Eligible Household, to comply with the requirements of Section 2.1(a)(1) above. Any Rent increase is subject to Section 2.3 above.

(b) Increased Income above Extremely Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit during the Term, Borrower determines that the Tenant's income has increased above the qualifying limit for an Extremely Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and Borrower shall continue to charge such Tenant Extremely Low Income Rent. Borrower shall then (i) rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a)(2) or Section 2.1(a)(3), as applicable, at a Rent not exceeding Extremely Low Income Rent, or (ii) designate another comparable Unit that is occupied by an Extremely Low Income Household as an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a)(2) or Section 2.1(a)(3), as applicable. On the day that Borrower complies with Section 2.1(a)(2) or Section 2.1(a)(3), as applicable, in accordance with this Section 2.4(b), the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(c) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a HOME-Assisted Unit that is not a HOPWA Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower shall:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent (subject to 24 C.F.R. 92.252(i)(2) regarding low income housing tax credit requirements), and



(2) Rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household as a HOME-Assisted Unit, to meet the requirements of Section 2.1 above. On the day that Borrower complies with Section 2.1 in accordance with this Section 2.4(d), the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(d) Termination of Occupancy. Upon termination of occupancy of a County-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

2.5 Cure for AIDS. If, in the sole determination of the County, there is a cure for AIDS and therefore no need for the HOPWA Units, the County shall provide to Borrower a written notice that sets forth the termination date of the HOPWA Term.

2.6 Units Available to the Disabled. Borrower shall construct the Development in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973; Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations. In compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.), a minimum of three (3) Units must be fully accessible to households with a mobility impaired member and an additional one (1) Unit must be fully accessible to hearing and/or visually impaired persons.

### ARTICLE 3 INCOME CERTIFICATION AND REPORTING

#### 3.1 Income Certification.

(a) Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the HOME-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

(b) For each HOPWA Unit during the HOPWA Term, Borrower shall obtain, complete, and maintain on file, immediately prior to initial occupancy and annually thereafter, a certification from the Tenant that the HOPWA Unit is occupied by a HOPWA Eligible Household.

### 3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are HOME-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in HOME-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the County to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 HOME Record Requirements. During the HOME Term all records maintained by Borrower pursuant to this Agreement are to be (i) maintained in compliance with all applicable HUD records and accounting requirements, and (ii) open to and available for inspection and copying by HUD and its authorized representatives at reasonable intervals during normal business hours; provided however, records pertaining to Tenant income verifications, Rents, and Development inspections are subject to HUD inspection for five (5) years after expiration of the HOME Term. Borrower is subject to the audit requirements set forth in 24 CFR 92.505 during the HOME Term.

3.5 HOPWA Record Requirements. During the HOPWA Term all records maintained by Borrower pursuant to this Agreement for the HOPWA Units are to be (i) maintained in compliance with all applicable HUD records and accounting requirements (including those set out in 24 C.F.R. 574.450 and 24 C.F.R. 574.530), and (ii) open to and available for inspection and copying by HUD and its authorized representatives at reasonable

intervals during normal business hours; provided however, records pertaining to Tenant income verifications, Rents, and Development inspections are subject to HUD inspection for five (5) years after expiration of the HOPWA Term. Borrower is subject to the audit requirements set forth in 24 CFR 574.650 during the HOPWA Term.

3.6 Additional Information. Borrower shall provide any additional information reasonably requested by the County.

#### ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development (excluding ground floor commercial space) for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Program Requirements. Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations; (iii) all requirements imposed on projects assisted under the HOPWA Program as contained in 42 U.S.C. Section 12901, et seq., 24 C.F.R. Part 574, and other implementing rules and regulations; and (iv) any other regulatory requirements imposed on the Development.

4.3 Marketing Plan and Social Services Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households and HOPWA Eligible Households as required by this Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date completion of the Development is projected to be complete, Borrower will be in default of this Agreement.

(3) If any HOME-Assisted Units have not been rented to an Extremely Low Income Household on or before the date that is five (5) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented to Extremely Low Income Households in compliance with Section 2.1.

(4) If any HOME-Assisted Units have not been rented to an Extremely Low Income Household on or before the date that is twelve (12) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented to Extremely Low Income Households in compliance with Section 2.1.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. Part 574 and 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this Agreement.

(c) Social Services Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for providing social services from qualified service providers to the HOPWA Eligible Households of the Development as required by 24 C.F.R. Section 574.310(a)(1) and this Agreement (the "Social Services Plan").

(2) Upon receipt of the Social Services Plan, the County will promptly review the Social Services Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Social Services Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Social Services Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Social Services Plan until the Social Services Plan is approved by the County. If the Borrower does not submit a revised Social Services Plan that is

approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this Agreement.

#### 4.4 Lease Provisions.

(a) No later than four (4) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. Borrower may not permit the lease to contain any provision that is prohibited by 24 C.F.R. Section 92.253(b) and any amendments thereto. Borrower's form of lease must include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs. The form of lease must comply with all requirements of this Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this Agreement, (ii) qualify as an Extremely Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation, or (iii) qualify as a HOPWA-Eligible Household when and if applicable as a result of any material misrepresentation made by such Tenant with respect to HIV/AIDS status.

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above.

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 2.6 and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the HOME Term, Borrower shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

#### 4.5 HOPWA Tenant Requirements. During the HOPWA Term Borrower shall:

(a) ensure the confidentiality of the name of any individual requesting or receiving assistance through this project pursuant to 24 C.F.R. 574.440;

(b) ensure that qualified service providers in the area make available appropriate supportive services to HOPWA Eligible Households pursuant to 24 C.F.R. 574.310(a)(1);

(c) conduct an ongoing assessment of the services required by HOPWA Eligible Households pursuant to 24 C.F.R. 574.500(b)(2);

(d) comply with the Social Services Plan approved by the County detailing the services provided to HOPWA Eligible Households; and

(e) ensure that the Development meets the Housing Quality Standards pursuant to 24 C.F.R. 574.310(b).

#### 4.6 Lease Termination.

(a) HOME Lease Termination Requirements. Any termination of a lease or refusal to renew a lease for a HOME-Assisted Unit within the Development must be in conformance with 24 C.F.R. 92.253(c) and the requirements of the Violence Against Women Reauthorization Act of 2013 ((Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs, and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

#### (b) HOPWA Lease Termination Requirements.

(1) Any termination of a lease or refusal to renew a lease for a HOPWA Unit within the Development must be in conformance with 24 C.F.R. 574.310(e) during the HOPWA Term, and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

(2) During the HOPWA Term Borrower shall ensure that surviving members of a household that included a Person with HIV/AIDS at the time of his or her death is permitted to continue to occupy the unit and receive supportive services for a reasonable period of up to one (1) year from the time of the death, and is provided with notice of their grace period and with assistance to obtain information about other available housing assistance programs. In addition, in the event such surviving members of a household would be eligible for occupancy in one of the other units within the Development, upon approval from Borrower, such surviving members may remain in their current unit and the next available unit within the Development will become a HOPWA Unit.

4.7 Taxes and Assessments. Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Borrower may contest in good faith, any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.8 Property Tax Exemption. Borrower shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

## ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property manager is also required.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved The John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.



If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.5 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this Agreement, all interior and exterior Improvements, including landscaping in decent, safe and sanitary condition, and in good condition and repair, in accordance with (i) 24 C.F.R. Section 92.251, and (ii) the maintenance standards provided by the County (the "Maintenance Standards"). The Maintenance Standards, which set forth inspectable items and areas, and this Agreement, implement 24 C.F.R. Section 92.251. Borrower shall cause the Development to be: (i) maintained in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, including but not limited to the lead-based paint requirements in 24 C.F.R. part 35; and (ii) free of all health and safety defects. Borrower shall correct any life-threatening maintenance deficiencies, including those set forth in the Maintenance Standards immediately upon notification.

(b) At the beginning of each year of the Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of construction of the Development and at least once every three (3) years during the Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the

report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

## ARTICLE 6 MISCELLANEOUS

### 6.1 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households and to HOPWA-Eligible Households pursuant to this Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.2 Term. The provisions of this Agreement apply to the Property for the entire Term even if the Loan is paid in full prior to the end of the Term. This Agreement binds any

successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by County. County is making the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

### 6.3 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Deputy Director-Current Planning.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.4 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.5 Enforcement by the County. If Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the County may enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the Loan. The County may declare a default under the Note, accelerate the indebtedness evidenced by the Note, and proceed with foreclosure under the Deed of Trust.

(b) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this Agreement, and may seek damages.

(c) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

6.6 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.7 Recording and Filing. The County and Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.8 Governing Law. This Agreement is governed by the laws of the State of California.

6.9 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement extends to or affects any other provision of this Agreement, and may not be deemed to do so.

6.10 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.11 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Affordable Housing Program Manager

Borrower: Ohlone Gardens, L.P.  
c/o RCD GP, LLC  
2220 Oxford Street  
Berkeley, CA 94720  
Attention: Executive Director

Investor Limited

Partner:

Union Bank, N.A.  
200 Pringle Avenue, Suite 355  
Walnut Creek, CA 94596  
Attn: CDF Head  
Facsimile: (510) 947-2455

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.12 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

6.13 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.14 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

*[remainder of page intentionally left blank]*

WHEREAS, this Agreement has been entered into by the undersigned as of the date first written above.

**COUNTY:**

COUNTY OF CONTRA COSTA, a political  
subdivision of the State of California

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

Its: \_\_\_\_\_

Approved as to form:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

Ohlone Gardens, L.P., a California limited  
partnership

By: RCD GP LLC, a California limited  
liability company, its general partner

By: Resources for Community  
Development, a California nonprofit  
public benefit corporation, its sole  
member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive  
Director

STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_, 2014, before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (seal)

STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_, 2014, before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (seal)



EXHIBIT A

Legal Description

The land is situated in the State of California, County of Contra Costa, and is described as follows:

RECORDING REQUESTED PURSUANT  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Affordable Housing Program Manager

No fee for recording pursuant to  
Government Code Section 27383

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INTERCREDITOR AGREEMENT

(Ohlone Gardens Apartments)

This Intercreditor Agreement (the "Agreement") is dated \_\_\_\_\_, 2014, and is among the City of El Cerrito, a municipal corporation (the "City"), the County of Contra Costa, a political subdivision of the State of California (the "County"), and Ohlone Gardens, L.P., a California limited partnership ("Borrower"), with reference to the following facts:

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Section 1 of this Agreement.

B. Borrower is the owner of that certain real property located at 6431 and 6495 Portola Drive in the City of El Cerrito, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to construct fifty-seven (57) multifamily housing units on the Property (the "Development"). The Development as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

C. The County is making a loan to Borrower of One Million Four Hundred Forty Thousand Dollars (\$1,440,000) of HOME Investment Partnerships Act Program funds (the "HOME Loan") and Seven Hundred Fifty Thousand Dollars (\$750,000) in Housing Opportunities for Persons with AIDS Program funds (the "HOPWA Loan"), for a combined total loan amount of Two Million One Hundred Ninety Thousand Dollars (\$2,190,000) (the "County Loan"). The County Loan is evidenced by the following documents, each of even date herewith: (i) HOME and HOPWA Loan Agreement by and between Borrower and the County (the "County Loan Agreement"), (ii) Deed of Trust With Assignment of Rents, Security Agreement and Fixture Filing executed by Borrower for the benefit of the County (the "County Deed of Trust"), (iii) Promissory Note executed by Borrower for the benefit of the County in the amount of the County Loan (the "County Note").

D. The City, as the Successor Housing Agency to the Redevelopment Agency of the City of El Cerrito (the "Agency") pursuant to California Health and Safety Code Section 34176(a), previously made a loan in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) to Borrower (the "Housing Successor Loan"). The Housing Successor Loan is evidenced by the following documents (among others): (i) Amended and Restated Predevelopment, Acquisition, and Construction Loan Agreement by and between Borrower and the Agency dated June 24, 2009, as amended on March 7, 2011 and on April 18, 2012 (the "Housing Successor Loan Agreement"); (ii) Deed of Trust and Security Agreement executed by Borrower for the benefit of the Agency, dated June 24, 2009 (the "Housing Successor Deed of Trust"); and (iii) Promissory Note dated June 24, 2009, executed by Borrower for the benefit of the Agency in the amount of the Housing Successor Loan (the "Housing Successor Note").

E. The City and the County desire to cause the Housing Successor Deed of Trust and the County Deed of Trust (together, the "Deeds of Trust") to be equal in lien priority. The City and the County also desire to divide (i) the proceeds of any foreclosure, condemnation or insurance claim, (ii) the Lenders' Share of Residual Receipts, and (iii) the Borrower's Shared Portion of Residual Receipts based on their respective share of the County/Housing Successor Loan.

NOW, THEREFORE, the Parties agree as follows:

#### AGREEMENT

1. Definitions. The following terms have the following meanings:

(a) "Adjusted HOME Loan" means, to the extent less than the full amount of the HOME Loan is funded, an amount equal to the actual principal amount loaned to Borrower by the County pursuant to the County Loan Agreement minus any Special County Loan Payment. If the full amount of the HOME Loan is funded and no portion repaid as a Special County Loan Payment, the Adjusted HOME Loan is equal to the HOME Loan.

(b) "Adjusted HOPWA Loan" means, to the extent less than the full amount of the HOPWA Loan is funded, an amount equal to the actual principal amount loaned to Borrower by the County pursuant to the County Loan Agreement. If the full amount of the HOPWA Loan is funded, the Adjusted HOPWA Loan is equal to the HOPWA Loan.

(c) "Adjusted MHSA Loan" means, to the extent less than the full amount of the MHSA Loan is funded, an amount equal to the actual principal amount loaned to Borrower by CalHFA pursuant to the documents between Borrower and CalHFA evidencing the MHSA Loan. If the full amount of the MHSA Loan is funded, the Adjusted MHSA Loan is equal to the MHSA Loan.

(d) "Annual County Loan Payment" has the meaning in Section 2(a).

(e) "Annual Housing Successor Loan Payment" has the meaning in Section 2(b).

(f) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:

- i. property taxes and assessments imposed on the Development;
- ii. debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Bank Loan;
- iii. on-site service provider fees for tenant social services, provided the County and City have approved, in writing, the plan and budget for such services before such services begin;
- iv. fees paid to CalHFA for administration of the MHSA Loan;
- v. property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County and the City;
- vi. the Partnership/Asset Fee;
- vii. fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;
- viii. premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;
- ix. utility services not paid for directly by tenants, including water, sewer, and trash collection;
- x. maintenance and repair expenses and services;
- xi. any annual license or certificate of occupancy fees required for operation of the Development;
- xii. security services;
- xiii. advertising and marketing;
- xiv. cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a) of the County Loan Agreement;
- xv. cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) of the County Loan Agreement (excluding amounts deposited to initially capitalize the account);

xvi. payment of any previously unpaid portion of Developer Fee (without interest), not to exceed the amount set forth in Section 3.18 of the County Loan Agreement;

xvii. extraordinary operating costs specifically approved in writing by the County and the City;

xviii. payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and the City and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(g) "Approved Financing" means all of the following loans, grants and equity obtained by Borrower and approved by the County and the City for the purpose of financing the acquisition of the Property and construction of the Development in addition to the County Loan and the Housing Successor Loan:

i. the construction loan from Union Bank, N. A. (the "Bank") in the approximate amount of Fifteen Million Three Hundred Thousand Dollars (\$15,300,000) (the "Bank Loan") which will convert to a permanent loan in the approximate amount of Nine Hundred Seventy-Five Thousand Dollars (\$975,000);

ii. the loan of Mental Health Services Act funds from the California Housing Finance Agency ("CalHFA") in the approximate amount of Five Hundred Sixty-Two Thousand Four Hundred Thirty Dollars (\$562,430) (the "MHSA Loan");

iii. the City Loan;

iv. the Low Income Housing Tax Credit investor equity funds in the approximate amount of Seventeen Million Four Hundred Fifteen Thousand Dollars (\$17,415,000) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner; and

v. the capital contribution from Borrower's general partner in the approximate amount of One Hundred Dollars (\$100) (the "GP Capital Contribution").

(h) "Available Net Proceeds" means the result obtained by multiplying the Net Proceeds of Permanent Financing by 0.75.

- (i) "Bank Loan" has the meaning set forth in Section 1(g)(i)
- (j) "Borrower's Shared Portion of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.
- (k) "CalHFA" has the meaning set forth in Section 1(g)(ii).
- (l) "City Loan" means the Two Million Eight Hundred Sixty Thousand Dollar (\$2,860,000) loan of Proposition 1C Infill Infrastructure funds made by the City to Borrower in June 2013.
- (m) "County Deed of Trust" has the meaning set forth in Paragraph C of the Recitals.
- (a) "County/Housing Successor Loan" means the sum of the Adjusted HOME Loan, the adjusted HOPWA Loan and the Housing Successor Loan.
- (n) "County Loan" has the meaning set forth in Paragraph C of the Recitals.
- (o) "County Loan Agreement" has the meaning set forth in Paragraph C of the Recitals.
- (p) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the sum of (1) the Adjusted HOME Loan and Adjusted HOPWA Loan, by (2) the sum of the County/Housing Successor Loan and the Adjusted MHSA Loan.
- (q) "County Net Proceeds Prorata Share" means the result obtained by dividing the sum of the Adjusted HOME Loan and Adjusted HOPWA Loan by the County/Housing Successor Loan.
- (r) "County Note" has the meaning set forth in Paragraph C of the Recitals.
- (s) "Deeds of Trust" has the meaning set forth in Paragraph E of the Recitals.
- (t) "Default Rate" means a rate of interest equal to the lesser of the maximum rate permitted by law and ten percent (10%) per annum.
- (u) "Developer Fee" has the meaning set forth in Section 3.18 of the County Loan Agreement.
- (v) "Development" has the meaning set forth in Paragraph B of the Recitals.
- (w) "Enforcing Party" has the meaning set forth in Section 6(b).
- (x) "Fifteen Year Compliance Period" means the fifteen (15)-year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(y) "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that (1) Borrower submits to the California Tax Credit Allocation Committee, and (2) has been prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.

(z) "Final Development Cost" means the total of the cost of acquisition and construction of the Development as shown on the Final Cost Certification.

(aa) "Foreclosure Net Proceeds" means the proceeds that result from a foreclosure, or any other action, whether judicial or non-judicial, less (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by a lender that is a Party to this Agreement in connection with such foreclosure or other action.

(bb) "GP Capital Contribution" has the meaning set forth in Section 1(g)(v).

(cc) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- (i) all rents, fees and charges paid by tenants;
- (ii) Section 8 payments or other rental subsidy payments received for the dwelling units;
- (iii) deposits forfeited by tenants;
- (iv) all cancellation fees;
- (v) price index adjustments and any other rental adjustments to leases or rental agreements;
- (vi) net proceeds from vending and laundry room machines;
- (vii) the proceeds of business interruption or similar insurance not paid to senior lenders;
- (viii) the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and
- (ix) condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

(dd) "HOME Loan" has the meaning set forth in Paragraph C of the Recitals.



- (ee) "HOPWA Loan" has the meaning set forth in Paragraph C of the Recitals.
- (ff) "Housing Successor Deed of Trust" has the meaning set forth in Paragraph D of the Recitals.
- (gg) "Housing Successor Loan" has the meaning set forth in Paragraph D of the Recitals.
- (hh) "Housing Successor Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.
- (ii) "Housing Successor Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Housing Successor Loan by the sum of the County/Housing Successor Loan and the Adjusted MHSA Loan.
- (jj) "Housing Successor Net Proceeds Prorata Share" means the result obtained by dividing the Adjusted Housing Successor Loan by the County/Housing Successor Loan.
- (kk) "Housing Successor Note" has the meaning set forth in Paragraph D of the Recitals.
- (ll) "Improvements" has the meaning set forth in Paragraph B of the Recitals.
- (mm) "Investor Limited Partner" means Union Bank, N.A., its successors and assigns.
- (nn) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.
- (oo) "MHSA Loan" has the meaning set forth in Section 1(g)(ii).
- (pp) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.
- (qq) "Parties" means the City, the County, and Borrower.
- (rr) "Partnership Agreement" means the agreement between Borrower's general partner and the Investor Limited Partner that governs the operation and organization of Borrower as a California limited partnership.
- (ss) "Partnership/Asset Fee" means (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any partner or affiliate of Borrower or any affiliate of a partner of Borrower, if any, during the Fifteen Year Compliance Period, and (ii) after expiration of the Fifteen Year Compliance Period, asset management fees payable to Borrower, in the amounts approved by the County as set forth in Section 3.20 of the County Loan Agreement.

(tt) "Permanent Financing" means the sum of the following amounts: (i) the portion of the Bank Loan that has a term greater than thirty-six (36) months; (ii) the County Loan; (iii) the City Loan; (iv) the Housing Successor Loan; (v) the MHSA Loan; (vi) the Tax Credit Investor Equity; and (vii) the GP Capital Contribution.

(uu) "Property" has the meaning set forth in Paragraph B of the Recitals.

(vv) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(ww) "Special County Loan Payment" has the meaning set forth in Section 3(a).

(xx) "Special Housing Successor Loan Payment" has the meaning set forth in Section 3(b).

(yy) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(zz) "Subordination Agreement" means that certain subordination agreement by and among the City, the County, and Borrower or even date herewith that will be recorded against the Property and pursuant to which the lien priority of the City Loan is subordinated to the lien priority of the County Loan.

(b) "Tax Credit Investor Equity" has the meaning set forth in Section 1(g)(iv).

## 2. Annual Payments to County and City.

### (a) County Loan.

i. Commencing on June 1, 2016, and on June 1 of each year thereafter during the Term, Borrower shall make a loan payment in an amount equal to the sum of (1) the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) the County Net Proceeds Prorata Share multiplied by Borrower's Shared Portion of Residual Receipts (each such payment, an "Annual County Loan Payment"). A numerical example of the methodology to be used to calculate the Annual County Loan Payment is shown in Exhibit B attached hereto. In the event of a conflict between the text of this Section 2(a) and Exhibit B, the text of this Section 2(a) will prevail. The County shall apply all Annual County Loan Payments to the HOME Loan as follows: (1) first, to accrued interest, and (2) second, to principal.

ii. Borrower shall repay the County Loan pursuant to the terms of the County Loan Agreement and the County Note. In the event of any conflict between the repayment terms and provisions of the County Loan Agreement and this Agreement, the provisions of this Agreement apply. The County may not consent to any amendment or waiver of the terms of the County Loan Agreement or the County Note if such amendment or waiver could reasonably be deemed to materially adversely affect the City, without the City's prior written approval, which the City may withhold in its sole discretion.

(b) Housing Successor Loan.

i. Commencing on June 1, 2016, and on June 1 of each year thereafter during the Term, Borrower shall make a loan payment in an amount equal to the sum of (1) the Housing Successor Loan Prorata Percentage of the Lenders' Share of Residual Receipts, and (2) the Housing Successor Net Proceeds Prorata Share multiplied by Borrower's Shared Portion of Residual Receipts (each such payment, an "Annual Housing Successor Loan Payment"). A numerical example of the methodology to be used to calculate the Annual Housing Successor Loan Payment is shown in Exhibit B attached hereto. In the event of a conflict between the text of this Section 2(b) and Exhibit B, the text of this Section 2(b) will prevail. The City shall apply all Annual Housing Successor Loan Payments as follows: (1) first, to accrued interest, and (2) second, to principal for the Housing Successor Loan.

ii. Borrower shall repay the Housing Successor Loan pursuant to the terms of the Housing Successor Loan Agreement and the Housing Successor Note. In the event of any conflict between the repayment terms of the Housing Successor Loan Agreement and this Agreement, the provisions of this Agreement apply. The City may not consent to any amendment or waiver of the terms of the Housing Successor Loan Agreement or the Housing Successor Note, if such amendment or waiver could reasonably be deemed to materially adversely affect the County, without the County's prior written approval, which the County may withhold in its sole discretion.

3. Special Repayments from Net Proceeds of Permanent Financing.

(a) No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the County as a special repayment of the HOME Loan, an amount equal to the result obtained by multiplying the County Net Proceeds Prorata Share by the Available Net Proceeds (the "Special County Loan Payment").

(b) No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the City as a special repayment of the Housing Successor Loan, an amount equal to the result obtained by multiplying the Housing Successor Net Proceeds Prorata Share by the Available Net Proceeds (the "Special Housing Successor Loan Payment").

(c) No later than one hundred eighty (180) days following completion of construction of the Development, Borrower shall submit to the County and the City a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification. The County and the City shall approve or disapprove Borrower's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days of receipt. If Borrower's determination is disapproved by the County or the City, Borrower shall re-submit documentation to the County and the City until approval of the County and the City is obtained.

4. Reports and Accounting of Residual Receipts.

(a) Annual Reports. In connection with the Annual County Loan Payment and the Annual Housing Successor Loan Payment, Borrower shall furnish to the City and the County:

i. The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2015 and ends on December 31<sup>st</sup> of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

ii. A statement from the independent public accountant that audited the Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lender's Share of Residual Receipts and Borrower's Shared Portion of Residual Receipts is accurate based on Operating Income and Annual Operating Expenses; and

iii. Any additional documentation reasonably required by the County or the City to substantiate Borrower's calculation of Lender's Share of Residual Receipts and Borrower's Shared Portion of Residual Receipts.

(b) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 11 below, or elsewhere with the written consent of the County and the City, full, complete and appropriate books, record and accounts relating to the Development, including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement, which provide for the calculation of Residual Receipts on a cash basis. Borrower shall cause all books, records, and accounts to be open to and available for inspection by the County and the City, their auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County and the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) County and City Audits.

i. The receipt by the County or the City of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County or the City of any loan repayment for any period does not bind the County or the City as to the correctness of such statement or such payment. The County or the City or any designated agent or employee of the County or the City is entitled at any time to audit the Residual Receipts and all books, records, and accounts pertaining thereto. The County and/or the City may conduct such audit during

normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the County or the City, as the case may be, shall deliver a copy of the results of the audit to Borrower.

ii. If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County and/or the City, then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of (i) \$2,500, and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the costs and expenses connected with the audit and review of Borrower's accounts and records incurred by the County and/or the City.

5. Deeds of Trust. Notwithstanding the fact that the Housing Successor Deed of Trust was recorded prior to the County Deed of Trust, the Deeds of Trust are equal in lien priority.

6. Notice of Default.

(a) The County and the City shall each notify the other promptly upon declaring a default or learning of the occurrence of any material event of default, or any event which with the lapse of time would become a material event of default, under its respective loan documents for the Housing Successor Loan and the County Loan.

(b) The City and the County agree not to make a demand for payment from Borrower or accelerate the Housing Successor Note or the County Note, as the case may be, or commence enforcement of any of the rights and remedies under the Housing Successor Deed of Trust or the County Deed of Trust, as the case may be, until the date that is five (5) business days following delivery of written notice by the Party enforcing its rights (the "Enforcing Party") to the other Party stating that a "default" (as defined in the relevant Deed of Trust) has occurred and is continuing and that the Enforcing Party is requesting the other Party's assistance in foreclosure pursuant to Section 7.

7. Cooperation in Foreclosure.

(a) If there is a default under the Housing Successor Loan and/or County Loan, after expiration of any applicable cure periods, the party who is the lender on the defaulted loan shall cooperate with the other lender that is a Party to this Agreement to coordinate any foreclosure proceedings or other appropriate remedies.

(b) Neither the County nor the City may contest the validity, perfection, priority, or enforceability of the lien granted to the other Party by a deed of trust secured by the Property. Notwithstanding any failure of a Party to perfect its lien on the Property or any other defect in the security interests or obligations owing to such Party, the priority and rights as between the lenders that are Parties to this Agreement are as set forth in this Agreement and the Subordination Agreement.

8. Foreclosure Proceeds. If there is a foreclosure, or any other action, whether judicial or nonjudicial, under any or both of the Deeds of Trust (including the giving of a deed in lieu of foreclosure), the proceeds resulting from such foreclosure or action will be first used to pay (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by the County, the City, or both, in connection with such foreclosure or other action. After such payments (i) the City is entitled to the result obtained by multiplying the Housing Successor Net Proceeds Prorata Share by the Foreclosure Net Proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Net Proceeds Prorata Share by the Foreclosure Net Proceeds.

9. Insurance and Condemnation Proceeds. If, as a result of having made the Housing Successor Loan and the County Loan, the City and County are entitled to insurance or condemnation proceeds, they will share such proceeds as follows: (i) the City is entitled the result obtained by multiplying the Housing Successor Net Proceeds Prorata Share by the available proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Net Proceeds Prorata Share by the available proceeds.

10. Title to Property. If, as a result of having made the Housing Successor Loan and the County Loan, either the City or the County is entitled to title to the Property as a consequence of Borrower's default, then title is to be held in tenancy in common by the City and the County in accordance with their respective prorata share of the Foreclosure Net Proceeds. Subsequent decisions to hold or sell the Property will be made by joint decision of the City and the County.

11. Notices. All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City: City of El Cerrito  
10890 San Pablo Avenue  
El Cerrito, CA 94530  
Attn: City Manager

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Affordable Housing Program Manager

Borrower: Ohlone Gardens, L.P.  
c/o RCD GP, LLC  
2220 Oxford Street  
Berkeley, CA 94720  
Attention: Executive Director

Investor Limited  
Partner: Union Bank, N.A.  
200 Pringle Avenue, Suite 355  
Walnut Creek, CA 94596  
Attn: CDF Head  
Facsimile: (510) 947-2455

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

12. Titles. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

13. California Law. This Agreement is governed by the laws of the State of California.

14. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

15. Legal Actions. If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action.

16. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the distribution of proceeds upon foreclosure of or other remedies under the Deeds of Trust.

17. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

18. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the Parties.

***[Remainder of Page Left Intentionally Blank]***



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**BORROWER:**

Ohlone Gardens, L.P., a California limited partnership

By: RCD GP LLC, a California limited liability company, its general partner

By: Resources for Community Development, a California nonprofit public benefit corporation, its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

**COUNTY:**

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**CITY:**

CITY OF EL CERRITO

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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.

Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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  
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WITNESS my hand and official seal.

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Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
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basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
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WITNESS my hand and official seal.

Notary Public

EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B  
COUNTY/CITY  
RESIDUAL RECEIPTS NUMERICAL EXPLANATION

		1. Assume all funds loaned are disbursed	2. Assume no Special Payments
A	Adjusted City Loan	= \$3,500,000 - Special City Payment	\$3,500,000
B	Adjusted HOME Loan	= \$1,440,000 - Special HOME Payment	\$1,440,000
C	Adjusted HOPWA Loan	= \$750,000	\$750,000
D	Adjusted MHSA Loan	= \$562,430	\$562,430
E	TOTAL	A+B+C+D	\$6,252,430
A+B+C	City/County Loan	=3,500,000+1,440,000+750,000	\$5,690,000
<b>Prorata Percentage Calculation</b>			
	County Loan Prorata Percentage	= (B+C)/(CityCounty Loan+MHSA Loan)	35.03%
	City Loan Prorata Percentage	= A/(CityCounty Loan+MHSA Loan)	55.98%
<b>Net Proceeds Prorata Share Calculation</b>			
	County Net Proceeds Prorata Share	= (B+C)/CityCounty Loan	38.49%
	City Net Proceeds Prorata Share	= A/CityCounty Loan	61.51%
F	Lender's Share of Residual Receipts	= 50% of Residual Receipts	
G	Borrower's Share of Residual Receipts*	= 25% of Residual Receipts	
	Annual County Loan Payment	= (35.03% of F) + (38.49% of G)	27.14%
	Annual City Loan Payment	= (55.98% of F) + (61.51% of G)	43.37%
	Annual MHSA Loan Payment	=D/E*50%	4.50%
			75.00%

\*This is 1/2 of Borrower's 50% share of Residual Receipts; Borrower keeps 25% of Residual Receipts

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Affordable Housing Program Manager

No fee for recording pursuant to  
Government Code Section 27383

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DEED OF TRUST WITH ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING

(Ohlone Gardens Apartments)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT ("Deed of Trust") is made as of \_\_\_\_\_, 2014, by and among Ohlone Gardens, L.P., a California limited partnership ("Trustor"), North American Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,



adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.6 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.5 below). Principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable.

The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

#### ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.2 The term "Intercreditor Agreement" means that certain Intercreditor Agreement of even date herewith, among Trustor, Beneficiary, and the City of El Cerrito.

Section 1.3 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Two Million One Hundred Ninety Thousand Dollars (\$2,190,000).

Section 1.4 The term "Loan Agreement" means that certain HOME and HOPWA Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor Two Million One Hundred Ninety Thousand Dollars (\$2,190,000).

Section 1.5 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Intercreditor Agreement, and the Regulatory Agreement, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.6 The term "Note" means the promissory note in the principal amount of Two Million One Hundred Ninety Thousand Dollars (\$2,190,000) of even date herewith,

executed by Trustor in favor of Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. The terms and provisions of the Note are incorporated herein by reference.

Section 1.7 The term "Principal" means the amounts required to be paid under the Note.

Section 1.8 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between Beneficiary and Trustor.

## ARTICLE 2 MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

### Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

## Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

## Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders that are approved by the Beneficiary pursuant to the Loan Agreement. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred and is continuing, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, other than as security to senior lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than

two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3  
TAXES AND INSURANCE; ADVANCES

Section 3.1    Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2    Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3    Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All

amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

#### ARTICLE 4 DAMAGE, DESTRUCTION OR CONDEMNATION

##### Section 4.1    Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form that existed prior to the casualty or condemnation.

#### ARTICLE 5 AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

##### Section 5.1    Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

##### Section 5.2    Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the



part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

#### Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

#### Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

#### Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

#### Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

#### Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

#### Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself

or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

## ARTICLE 6 HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the

environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

## ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

### Section 7.1    Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

## Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

## Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;
- (c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or
- (d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

## Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

- (a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of

that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

#### Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

#### Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

#### Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary.

Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

#### Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

#### Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

#### Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in



connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

## ARTICLE 8 MISCELLANEOUS

### Section 8.1    Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

### Section 8.2    Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

### Section 8.3    Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Affordable Housing Program Manager

and (2) if intended for Trustor is to be addressed to:

Ohlone Gardens, L.P.  
c/o RCD GP, LLC  
2220 Oxford Street  
Berkeley, CA 94720  
Attention: Executive Director

With a copy to:

Union Bank, N.A.  
200 Pringle Avenue, Suite 355  
Walnut Creek, CA 94596  
Attn: CDF Head  
Facsimile: (510) 947-2455

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

#### Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

#### Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

#### Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

#### Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

#### Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

#### Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, and to the extent applicable, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of the Internal Revenue Code.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Ohlone Gardens, L.P., a California limited  
partnership

By: RCD GP LLC, a California limited  
liability company, its general partner

By: Resources for Community  
Development, a California nonprofit  
public benefit corporation, its sole  
member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive  
Director

STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_, 2014, before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (seal)

EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the State of California, County of Contra Costa, and is described as follows:



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren  
Date: February 25, 2014

Subject: APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Contract Novation and Amendment Agreement with Nomad Ecology.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Contract Novation and Amendment Agreement with Nomad Ecology (Contractor), to change the Contractor's form of business entity, and add one additional sub-contractor, with no change in the original payment limit of \$500,000 or the term of March 15, 2012 through February 28, 2015, Countywide. (48% Contra Costa County Flood Control & Water Conservation District Funds; 48% Local Road Funds; 4% Airport Project Funds) Project No.: Various (All Districts)

**FISCAL IMPACT:**

The contract will be funded by 48% Contra Costa County Flood Control & Water Conservation District Funds; 48% Local Road Funds; and 4% Airport Project Funds.

**BACKGROUND:**

On March 15, 2012, the Board of Supervisors approved a three-year, on-call Contract with Nomad Ecology in an amount not to exceed \$500,000 for On-Call Environmental Services. Since the original contract was approved, the Contractor has provided on-call environmental services for multiple projects. Recently, the Contractor changed its form

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: T. Torres 925-313-2176

By: , Deputy



**BACKGROUND: (CONT'D)**

of business entity from a general partnership to a limited liability company (now doing business as Nomad Ecology, LLC); and, a partner of the former general partnership established a separate business (JDR Environmental Consulting). The Contractor has added JDR Environmental Consulting as a subcontractor to allow continuity for existing contract work.

Approval of this Contract Novation and Amendment Agreement will allow the Contractor to continue providing on-call environmental services as Nomad Ecology, LLC; and allow the additional subcontractor to receive payment for their work. All other terms and conditions in this Contract entered into on March 15, 2012 between the County and the Contractor not modified by this Contract Novation and Amendment Agreement shall remain in full force and effect.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the Contract Novation and Amendment Agreement is not approved by the Board of Supervisors, current and future projects will not obtain necessary environmental clearances, which may jeopardize funding and cause delays with construction.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

1. **Identification of Contract to be Novated and Amended.**

Number: F4565700  
Effective Date: March 15, 2012  
Department: Public Works  
Subject: On-Call Environmental Services, Countywide

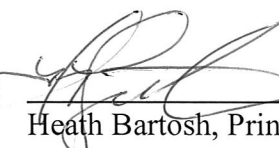
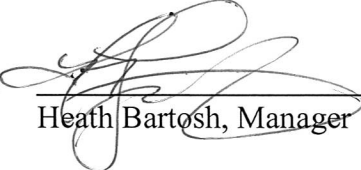
2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named new Contractor mutually agree and promise as follows:

Original Contractor: Nomad Ecology  
Original Capacity: General Partnership  
  
New Contractor: Nomad Ecology, LLC  
New Capacity: Limited Liability Company  
Address: 832 Escobar Street, Martinez, CA 94553

3. **Amendment Date.** The effective date of this Contract Novation and Amendment Agreement is January 1, 2014.4. **Amendment Specifications.** The Contract identified above is hereby novated and amended as set forth in the Amendment Specifications attached hereto which are incorporated herein by reference.5. **Signatures.** These signatures attest the parties' agreement hereto:COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chairman/Designee	By: _____ Deputy

CONTRACTOR

<u>ORIGINAL CONTRACTOR:</u> Nomad Ecology, a general partnership  By:  Heath Bartosh, Principal	<u>NEW CONTRACTOR:</u> Nomad Ecology, LLC  By:  Heath Bartosh, Manager
--	--

**AMENDMENT No. 1 SPECIFICATIONS****RECITALS**

1. On the Effective Date set forth in the Contract identified in Section 1 of this Contract Novation and Amendment Agreement (the "Contract"), Nomad Ecology, a general partnership ("Original Contractor") and County, on behalf of its Public Works Department, entered into the Contract.
2. Original Contractor changed its form of entity from a general partnership to a limited liability company and restructured the ownership interests of Nomad Ecology, LLC.
3. County and Original Contractor desire to substitute Nomad Ecology, LLC as a party to the Contract in place of Original Contractor, and desire that Nomad Ecology, LLC perform the obligations of Original Contractor under the Contract.

**NOVATION AND AMENDMENT**

1. Nomad Ecology, LLC shall perform the obligations of Original Contractor in the Contract and Nomad Ecology, LLC agrees to be bound by all the terms of the Contract in every way as if an original party to the Contract.
2. County accepts the liability of Nomad Ecology, LLC in place of the liability of Original Contractor. County agrees to be bound by the terms of the Contract as if Nomad Ecology, LLC were named therein in place of Original Contractor.
3. The Contract is hereby amended as follows:
  - a. The second sentence of the Service Plan is amended by deleting the name "Jerry Roe" and, replacing it with the name "Heath Bartosh".
  - b. Section III(B) of the Service Plan is amended by deleting "Jerry Roe, Principal" therefrom.
  - c. Section A. 33 (Subcontractors) of the Special Conditions of the Contract is hereby deleted in its entirety and replaced with the following:

**"33. Subcontractors.** County hereby consents to Contractor subcontracting with (i) Alice A. Rich *dba* A.A. Rich and Associates, (ii) Condor Country Consulting, Inc., (iii) ETIC, a California Corporation, (iv) Illingworth and Rodkin, Inc. (v) Restoration Design Group LLC, (vi) Brook Vinnedge *dba* Vinnedge Environmental Consulting, and (vii) Jerry Roe *dba* JDR Environmental Consulting (each, a "Subcontractor") for services that Contractor is to perform under this Contract, provided that no Subcontractor contract with Contractor will include hourly rates of pay for such Subcontractor staff that are greater than the rates set forth for such staff Subcontractor is to be paid according to Appendices A, B and C of this Contract. Contractor will direct the tasks and activities of its subcontractors and ensure that the tasks, activities, and/or products required by this Contract are completed in a timely manner and in accordance with the applicable standards for the given subcontractor. Notwithstanding the authorization for work to be performed by a particular subcontractor, Contractor is solely responsible for the performance of all services and delivery of all products under this Contract."
  - d. Appendix B (Maximum Rates) to the Contract is hereby deleted in its entirety and replaced with the Appendix B (Maximum Rates) attached hereto and incorporated herein.
  - e. Appendix C (Contract Personnel) to the Contract is hereby deleted in its entirety and replaced with the Appendix C (Contract Personnel), attached hereto and incorporated herein.

All other terms and conditions of the Contract entered into on March 15, 2012 between the County and Contractor not modified by this Amendment remain in full force and effect.

**ACKNOWLEDGMENT/APPROVALS**  
**(Purchase of Services - Long Form)**

Number \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )



COUNTY OF CONTRA COSTA )

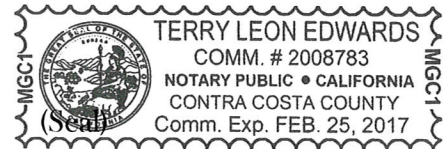
On January 21, 2014, before me, TERRY LEON EDWARDS, Notary Public  
(insert name and title of the officer), personally appeared HEATH EDWARDS

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

   
\_\_\_\_\_  
Signature



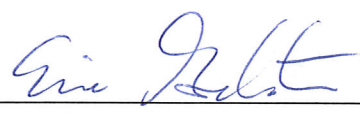
ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

**APPROVALS**

RECOMMENDED BY DEPARTMENT

FORM APPROVED  
COUNTY COUNSEL

By:   
\_\_\_\_\_  
Designee

By:   
\_\_\_\_\_  
Deputy County Counsel  
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By: \_\_\_\_\_  
Designee

# Appendix B Maximum Rates

**ON-CALL**  
Environmental Services  
(Countywide)

## PRIME **MAXIMUM RATES**

Normad Ecology					
	Fringe Benefit (FB)% [A]	Overhead (OH)% [B]	General Admin (GA)% [C]	Combined % [D] = [A] + [B] + [C]	Profit % [E]
Normal	13.50%	36.80%	36.60%	86.90%	10.00%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]	Profit [I] = [H] * [E]	Maximum Total Loaded Rate [J] = [H] + [I]	Maximum Overtime Rate (1.5x): (over 8 hrs./day) [K] = [J] * 1.5	Maximum Overtime Rate (2.0x): (over 12 hrs./day) [L] = [J] * 2
Project Manager	\$58.38	\$50.73	\$109.11	\$10.91	\$120.02	N/A	N/A
ISA Certified Arborist	\$48.65	\$42.28	\$90.93	\$9.09	\$100.02	N/A	N/A
Regulatory Specialist	\$48.65	\$42.28	\$90.93	\$9.09	\$100.02	N/A	N/A
Project Biologist	\$43.78	\$38.04	\$81.82	\$8.18	\$90.01	N/A	N/A
GIS Specialist	\$43.78	\$38.04	\$81.82	\$8.18	\$90.01	N/A	N/A
Field Biologist III	\$38.92	\$33.82	\$72.74	\$7.27	\$80.02	\$120.03	\$160.04
Field Biologist II	\$34.05	\$29.59	\$63.64	\$6.36	\$70.00	\$105.02	\$140.02
Field Biologist I	\$29.19	\$25.37	\$54.56	\$5.46	\$60.01	\$90.03	\$120.04

OTHER COSTS (Reimbursable Expenses)		Rate
Travel:		
	Mileage (or not to exceed current IRS allowable rate)	\$0.555
	Tolls (requires receipt)	at cost
Supplies and Equipment: (list)		
	Postage (requires receipt)	at cost
	Express mailing: Fed Ex/ UPS or Other (requires receipt)	at cost
	Equipment Rental	at cost
	Trimble GeoXT GPS (submeter accuracy)	\$50/day
	Infrared Camera Traps	\$50/week/unit
	Acoustic Monitoring Equipment	\$50/day/unit
Other (list):		
Reproduction:		at cost



# Appendix B Maximum Rates

ON-CALL  
Environmental Services  
(Countywide)

SUB-CONTRACTORS	MAXIMUM RATES
-----------------	---------------

Restoration Design Group					
Normal	Fringe Benefit (FB) % [A] 14.00%	Overhead (OH) % [B] 40.50%	General Admin (GA) % [C] 36.00%	Combined % [D] = [A] + [B] + [C] 90.50%	Profit % [E] 14.00%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] + [D]	Subtotal [H] = [F] + [G]	Profit [I] = [H] * [E]	Maximum Total Loaded Rate [J] = [H] + [I]	Overtime Rate
Principal	\$64.50	\$58.37	\$122.87	\$17.20	\$140.07	EXEMPT-billed at loaded rate
Civil Engineer	\$64.50	\$58.37	\$122.87	\$17.20	\$140.07	EXEMPT-billed at loaded rate
Planning Director	\$55.20	\$49.96	\$105.16	\$14.72	\$119.88	EXEMPT-billed at loaded rate
Restoration Director	\$55.20	\$49.96	\$105.16	\$14.72	\$119.88	EXEMPT-billed at loaded rate
Principal Landscape Architect	\$55.20	\$49.96	\$105.16	\$14.72	\$119.88	EXEMPT-billed at loaded rate
Restoration Planner	\$55.20	\$49.96	\$105.16	\$14.72	\$119.88	EXEMPT-billed at loaded rate
Associate Landscape Architect	\$48.50	\$43.89	\$92.39	\$12.93	\$105.33	EXEMPT-billed at loaded rate
Drafter	\$39.25	\$35.52	\$74.77	\$10.47	\$85.24	EXEMPT-billed at loaded rate

OTHER COSTS (Reimbursable Expenses)		Rate
Travel:	Mileage (or not to exceed current IRS allowable rate)	\$0.555
	Tolls (requires receipt)	at cost
Supplies and Equipment: (list)	Postage (requires receipt)	at cost
	Express mailing: Fed Ex/ UPS or Other (requires receipt)	at cost
Other (list):		
Reproduction:	BW (per square foot)	\$2.25
	Color (per square foot)	\$14.00

# Appendix B Maximum Rates

**ON-CALL**  
Environmental Services  
(Countywide)

## SUB-CONTRACTORS

## MAXIMUM RATES

Condor Country Consulting					
	Fringe Benefit (FB)% [A]	Overhead (OH)% [B]	General Admin (GA)% [C]	Combined % [D] = [A] + [B] + [C]	Profit % [E]
Normal	24.71%	17.42%	113.68%	155.81%	15.00%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] + [D]	Subtotal [H] = [F] + [G]	Profit [I] = [H] * [E]	Maximum Total Loaded Rate [J] = [H] + [I]	Maximum Overtime Rate (1.5x): (over 8 hrs./day) [K] = [J] * 1.5	Maximum Overtime Rate (2.0x): (over 12 hrs./day) [L] = [J] * 2
Principal Biologist	\$38.59	\$60.13	\$98.72	\$14.81	\$113.52	\$170.30	\$227.06
Principal Archaeologist	\$38.59	\$60.13	\$98.72	\$14.81	\$113.52	\$170.30	\$227.06
Senior Staff	\$35.00	\$54.53	\$89.53	\$13.43	\$102.96	\$154.46	\$205.94
Staff Biologist II	\$31.50	\$49.08	\$80.58	\$12.09	\$92.67	\$139.01	\$185.34
Staff Paleontologist II	\$31.50	\$49.08	\$80.58	\$12.09	\$92.67	\$139.01	\$185.34
Staff Archaeologist II	\$31.50	\$49.08	\$80.58	\$12.09	\$92.67	\$139.01	\$185.34
Staff Archaeologist	\$29.00	\$45.18	\$74.18	\$11.13	\$85.31	\$127.98	\$170.64
Staff Biologist	\$29.00	\$45.18	\$74.18	\$11.13	\$85.31	\$127.98	\$170.64
Technician	\$22.05	\$34.36	\$56.41	\$8.46	\$64.87	\$97.31	\$129.74
Clerk	\$14.00	\$21.81	\$35.81	\$5.37	\$41.19	\$61.79	\$82.38
Intern	\$10.00	\$15.58	\$25.58	\$3.84	\$29.42	\$44.13	\$58.84

OTHER COSTS (Reimbursable Expenses)		Rate
Travel:		
Mileage (or not to exceed current IRS allowable rate)		\$0.555
Tolls (requires receipt)		at cost
Supplies and Equipment: (list)		at cost
Express mailing: Fed Ex/ UPS or Other (requires receipt)		at cost
Other (list):		
sub-meter accurate GPS unit (daily rate)		\$100.00
trap door /small animal trap (per day each unit)		\$1.00
Reproduction:		
B/W 8.5x11		\$0.10
B/W 11x17		\$0.20
Color 8.5x11		\$1.00
Color 11X17		\$2.00

Appendix B:

Maximum Rates  
Novation

# Appendix B Maximum Rates

ON-CALL  
Environmental Services  
(Countywide)

<u>SUB-CONTRACTORS</u>	<u>MAXIMUM RATES</u>
------------------------	----------------------

<u>Illingworth &amp; Rodkin, Inc.</u>						
Normal	Fringe Benefit (FB)% [A] 60.61%	Overhead (OH)% [B] 44.42%	General Admin (GA)% [C] 28.87%	Combined % [D] = [A] + [B] + [C] 133.90%	Profit % [E] 10.00%	

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] + [D]	Subtotal [H] = [F] + [G]	Profit [I] = [H] * [E]	Maximum Total Loaded Rate [J] = [H] + [I]	<u>Overtime Rate</u>
Senior Consultant	\$80.12	\$107.28	\$187.40	\$18.74	\$206.14	EXEMPT-billed at loaded rate
Staff Consultant	\$34.62	\$46.36	\$80.98	\$8.10	\$89.07	EXEMPT-billed at loaded rate
Tech Support	\$35.00	\$46.87	\$81.87	\$8.19	\$90.05	EXEMPT-billed at loaded rate
Financial Asst.	\$48.23	\$64.58	\$112.81	\$11.28	\$124.09	EXEMPT-billed at loaded rate

<u>OTHER COSTS (Reimbursable Expenses)</u>	<u>Rate</u>
Travel:	
Mileage (or not to exceed current IRS allowable rate)	\$0.555
Tolls (requires receipt)	at cost
Supplies and Equipment: (list)	
Postage (requires receipt)	at cost
Express mailing: Fed Ex/ UPS or Other (requires receipt)	at cost
Daily Boat Rental	\$250.00
Underwater Equipment Rental:	
Day	\$250.00
Week	\$500.00
Month	\$1,000.00
Other (list):	
Reproduction:	
B/W	
Color	



**Appendix B**  
**Maximum Rates**

<b>SUB-CONTRACTORS</b>	<b>MAXIMUM RATES</b>
------------------------	----------------------

<b>Vinnedge Environmental Consulting</b>	<b>Fringe Benefit (FB)%</b>	<b>Overhead (OH)%</b>	<b>General Admin (GA)%</b>	<b>Combined %</b>	<b>Profit %</b>
	<b>[A]</b>	<b>[B]</b>	<b>[C]</b>	<b>[D] = [A] + [B] + [C]</b>	<b>[E]</b>
Normal	13.50%	36.80%	36.60%	86.90%	10.00%

<b>Classification</b>	<b>Base Rate</b>	<b>Combined FB + OH + GA</b>	<b>Subtotal</b>	<b>Profit</b>	<b>Maximum Total Loaded Rate</b>	<b>Overtime Rate</b>
	<b>[F]</b>	<b>[G] = [F] * [D]</b>	<b>[H] = [F] + [G]</b>	<b>[I] = [H] * [E]</b>	<b>[J] = [H] + [I]</b>	
Project Biologist	\$51.07	\$44.38	\$95.45	\$9.55	\$105.00	EXEMPT-billed at loaded rate

<b>OTHER COSTS (Reimbursable Expenses)</b>		<b>Rate</b>
Travel:		
Mileage (or not to exceed current IRS allowable rate)		\$0.555
Tolls (requires receipt)		at cost
Supplies and Equipment: (list)		
Postage (requires receipt)		at cost
Express mailing: Fed Ex/ UPS or Other (requires receipt)		at cost
Other (list):		
Reproduction:		
BMW		
Color		

## Appendix B Maximum Rates

ON-CALL  
Environmental Services  
(Countywide)

### SUB-CONTRACTORS

### MAXIMUM RATES

<b>A.A. Rich and Associates</b>		<b>Fringe Benefit (FB)%</b>	<b>Overhead (OH)%</b>	<b>General Admin (GA)%</b>	<b>Combined %</b>	<b>Profit %</b>
		<b>[A]</b>	<b>[B]</b>	<b>[C]</b>	<b>[D] = [A] + [B] + [C]</b>	<b>[E]</b>
Normal		24.50%	50.60%	42.90%	118.00%	8.50%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]	Profit [I] = [H] * [E]	Maximum Total Loaded Rate [J] = [H] + [I]	Maximum Overtime Rate (1.5x): (over 8 hrs. / day) [K] = [J] * 1.5	Maximum Overtime Rate (2.0x): (over 12 hrs./day) [L] = [J] * 2
Project Manager	\$68.00	80.24	\$148.24	\$12.60	\$160.84	EXEMPT-billed at loaded rate	
Fisheries Field Supervisor	\$36.00	42.48	\$78.48	\$6.67	\$85.15	\$127.74	\$170.32
Fisheries Technician-1	\$28.00	33.04	\$61.04	\$5.19	\$66.23	\$99.35	\$132.46
Fisheries Technician-2	\$24.00	28.32	\$52.32	\$4.45	\$56.77	\$85.16	\$113.54
Graphics Illustrator/GIS	\$28.00	33.04	\$61.04	\$5.19	\$66.23	\$99.35	\$132.46
Administrative Assistant	\$24.00	28.32	\$52.32	\$4.45	\$56.77	\$85.16	\$113.54

OTHER COSTS (Reimbursable Expenses)		Rate
Travel:		
	Mileage (or not to exceed current IRS allowable rate)	\$0.555
	Tolls (requires receipt)	at cost
Supplies and Equipment: (list)		
	Postage (requires receipt)	at cost
	Express mailing: Fed Ex/ UPS or Other (requires receipt)	at cost
	Electrofischer	\$100/day/person
	Sampling and Block Nets	\$25/net/day
	Water Quality Instruments	\$100/unit/day
	Transect/Survey Equipment	\$100/day
Other (list): (requires receipts)		
	Equipment Rental	at cost
Reproduction:		
	B/W	\$0.10
	Color	\$1.00
	Fax	\$1.50/page

Appendix B:

Maximum Rates  
Novation

## Appendix B Maximum Rates

### SUB-CONTRACTORS

### MAXIMUM RATES

ETIC	Fringe Benefit (FB)% [A]	Overhead (OH)% [B]	General Admin (GA)% [C]	Combined % [D] = [A] + [B] + [C]	Profit % [E]
Normal	19.90%	76.20%	53.90%	150.00%	10.00%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]	Profit [I] = [H] * [E]	Maximum Total Loaded Rate [J] = [H] + [I]	Maximum Overtime Rate (1.5x): (over 8 hrs./day) [K] = [J] * 1.5	Maximum Overtime Rate (2.0x): (over 12 hrs./day) [L] = [J] * 2
Program Manager	\$56.37	\$84.56	\$140.93	\$14.09	\$155.02	EXEMPT-billed at loaded rate	
Project Manager	\$38.18	\$57.27	\$95.45	\$9.55	\$105.00	EXEMPT-billed at loaded rate	
Project Eng/Geo/Sci	\$32.00	\$48.00	\$80.00	\$8.00	\$88.00	Non-EXEMPT-billed at loaded rate	\$112.53
Staff Eng/Geo/Sci	\$27.28	\$40.92	\$68.20	\$6.82	\$75.02		\$150.04
Technician	\$23.64	\$35.46	\$59.10	\$5.91	\$65.01	Non-EXEMPT-billed at loaded rate	\$97.52
CAD	\$29.09	\$43.64	\$72.73	\$7.27	\$80.00	Non-EXEMPT-billed at loaded rate	
Admin/Acct	\$21.82	\$32.73	\$54.55	\$5.46	\$60.01	Non-EXEMPT-billed at loaded rate	
Intern	\$14.55	\$21.83	\$36.38	\$3.64	\$40.01	Non-EXEMPT-billed at loaded rate	

### OTHER COSTS (Reimbursable Expenses)

	Rate
Travel:	
Mileage (or not to exceed current IRS allowable rate)	\$0.555
Tolls (requires receipt)	at cost
Supplies and Equipment: (list)	
Postage (requires receipt)	at cost
Express mailing: Fed Ex/ UPS or Other (requires receipt)	at cost
Monitoring/Testing Equipment	Daily Rate
Air Velocity Meter	\$50
Combo Water Meter (DO/pH/T/Redox/Conductivity)	\$125
Turbidity Meter	\$50
Dissolved Oxygen Meter (DO Meter)	\$50
Gas Analyzer (CO2/CH4/O2%/LEL/LT)	\$190
LEL/O2 meter/Explosimeter	\$90
Photoionization Detector (PID)	\$110
Hand Auger and Sampler	\$90
Power Auger and Sampler	\$200
Data Logger with all ancillary equipment	\$120
Water Level Indicator	\$50
Interface Probe (Water / Product)	\$75
Automated Water Sampler	\$150
Elkman Dredge	\$75



**Appendix B**  
**Maximum Rates**

**SUB-CONTRACTORS**

**MAXIMUM RATES**

**ETIC - CONTINUED**

OTHER COSTS (Reimbursable Expenses) - CONTINUED		Rate
<b>BLOWERS / PUMPS</b>		
<b>Includes all controllers where applicable</b>		<u>Daily Rate</u>
Blower - Regen. Explosion Proof (90-135CFM)		\$125
Blower - Ventilation Explosion Proof		\$150
Electric Centrifugal Pump (1-45 gpm)		\$75
Electric Centrifugal Pump (50-100 gpm)		\$125
2-inch Suction Hose - 20' length		\$25
2-inch Discharge Hose - 50' length		\$25
3-inch Suction Hose - 20' length		\$35
3-inch Discharge Hose - 50' length		\$35
Double Diaphragm Pneumatic Pump (1-30 gpm)		\$100
2-inch Electric Submersible Pump and Controller (1-5 gpm)		\$200
4-inch Electric Submersible Pump and Controller (5-30gpm)		\$250
2-inch Gas Powered Trash Pump		\$100
3-inch Gas Powered Trash Pump		\$150
Low Flow Peristaltic Pump		\$60
<b>RECOVERY / TREATMENT EQUIPMENT</b>		
<b>Does not include generator</b>		<u>Daily Rate</u>
High Vacuum Dual Phase System 10 H.P. or less (w/o carbon)		\$300
High Vacuum Dual Phase System over 10 H.P. (w/o carbon)		\$400
Soil Vapor Extraction System Trailer 10 H.P. or less (w/o carbon)		\$200
Soil Vapor Extraction System Trailer over 10 H.P. (w/o carbon)		\$300
<b>CONSTRUCTION EQUIPMENT</b>		<u>Daily Rate</u>
Holding Tank 100 Gal. - 500 Gal.		\$50
Generator (4KW or less)		\$150
Generator (5KW to 10KW)		\$200
Acetylene Torch and Equipment		\$100
Compressor w/hose 85/125CFM		\$150
Concrete Mixer		\$100
Demolition Cut-Off Saw		\$100
Chain Saw		\$100
Jack Hammer Electric		\$110
Metal Detector / Utility Location		\$75
Pavement Saw (walk behind)		\$180
Pipe Threader		\$110
Cold Water Pressure Washer		\$175
Survey Equipment (Manual)		\$40
Drum Dolly		\$20
T-Post Driver		\$20
T-Post Extractor		\$25
Circular Saw/Sawzall/Drill		\$25
Rotary Hammer Drill		\$150

# Appendix B Maximum Rates

ON-CALL  
Environmental Services  
(Countywide)

<u>SUB-CONTRACTORS</u>	<u>MAXIMUM RATES</u>
------------------------	----------------------

ETIC - CONTINUED

<u>SAFETY EQUIPMENT</u>		<u>Daily Rate</u>
Personal Air Sample Pump		\$55
Noise Dosimeter		\$90
Personal Particulate Meter		\$100
Portable Eye Wash Station		\$75
Daily Safety PPE Package Per Person		\$30
<u>VEHICLES</u>		<u>Daily Rate</u>
Sedan		\$70
Pickup Truck (Full Sized)		\$90
Electrician Van		\$100
Sampling Van		\$120
Flat Bed Truck		\$150
Utility Body Truck		\$150
Other (list):		
Reproduction:		
	BMW	
	Color	

## Appendix B Maximum Rates

**ON-CALL**  
Environmental Services  
(Countywide)

<b>SUB-CONTRACTORS</b>	<b>MAXIMUM RATES</b>
------------------------	----------------------

JDR Environmental Consulting	Fringe Benefit (FB)% [A]	Overhead (OH)% [B]	General Admin (GA)% [C]	Combined % [D] = [A] + [B] + [C]	Profit % [E]
Normal	13.50%	36.80%	36.60%	86.90%	10.00%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]	Profit [I] = [H] * [E]	Maximum Total Loaded Rate [J] = [H] + [I]	Maximum Overtime Rate (1.5x): (over 8 hrs. / day) [K] = [J] * 1.5	Maximum Overtime Rate (2.0x): (over 12 hrs./day) [L] = [J] * 2
Project Manager	\$58.38	\$50.73	\$109.11	\$10.91	\$120.02	N/A	N/A
Regulatory Specialist	\$48.65	\$42.28	\$90.93	\$9.09	\$100.02	N/A	N/A
Project Biologist	\$43.78	\$38.04	\$81.82	\$8.18	\$90.01	N/A	N/A
GIS Specialist	\$43.78	\$38.04	\$81.82	\$8.18	\$90.01	N/A	N/A
Field Biologist III	\$38.92	\$33.82	\$72.74	\$7.27	\$80.02	\$120.03	\$160.04
Field Biologist II	\$34.05	\$29.59	\$63.64	\$6.36	\$70.00	\$105.02	\$140.02
Field Biologist I	\$29.19	\$25.37	\$54.56	\$5.46	\$60.01	\$90.03	\$120.04

OTHER COSTS (Reimbursable Expenses)	Rate
Travel	Mileage
	(or not to exceed current IRS allowable rate)
	Tolls
	at cost
Supplies and Equipment: (list)	Postage
	at cost
	Express mailing: Fed Ex / UPS or Other
	at cost
	Equipment Rental / Field supplies
	at cost
	Trimble GeoXT GPS (submeter accuracy)
	\$50/day
	Infrared Camera Traps/Wildlife monitors
	\$50/week/unit
	Acoustic/Thermal Monitoring Equipment
	\$50/day/unit
	Pond Sampling equipment (nets, egg grids, etc.)
	\$25/day
Reproduction:	Media
	at cost
	Copies (b/w):
	8 1/2 x 11
	\$0.10/pg
	8 1/2 x 14
	\$0.15/pg
	11 x 17
	\$0.25/pg
	Copies (Color):
	8 1/2 x 11
	\$1.00/pg.
	8 1/2 x 14
	\$1.50/pg.
	11 x 17
	\$2.50/pg

(requires receipt)

(requires receipt)

(requires receipt)

(requires receipt)



## Appendix C

### Contract Personnel

ON-CALL  
Environmental Services  
(Countywide)

PRIME:

**Nomad Ecology**

<u>Name</u>	<u>Classification</u>
Erin McDermott	Project Manager, Project Biologist, ISA Certified Arborist, GIS Specialist
Heath Bartosh	Project Manager, Project Biologist, GIS Specialist
Brian Peterson	Field Biologist III, GIS Specialist
Travis McCleary	Field Biologist I
Chris Thayer	Project Biologist
Anna Larsen, Ph.D.	Project Biologist

SUB-CONTRACTORS:

**1) Restoration Design Group**

<u>Name</u>	<u>Classification</u>
Drew Goetting	Principal
Bob Birkeland	Principal Landscape Architect
Rich Walkling	Planning Director
Erik Stromberg	Restoration Director
Jeanine Strickland	Associate Landscape Architect
Peter Rohan	Associate Landscape Architect
Jessica Hall	Associate Landscape Architect

SUB-CONTRACTORS:  
(continued)

## Appendix C

### Contract Personnel

**ON-CALL**  
**Environmental Services**  
**(Countywide)**

#### 2) Condor Country Consulting

<u>Name</u>	<u>Classification</u>
Wendy K. Dexter	Principal Biologist
Sean D. Dexter	Principal Archaeologist
Samantha E. Weber	Senior Biologist
Armando A. Cuellar	Staff Archaeologist II
Melissa C. Odell	Staff Biologist II
Benjamin L. Matzen	Staff Paleontologist II
Rhiannon Klingonsmith	Staff Biologist
John A. Michel-Ruddy	Staff Biologist
Felix P. Ratcliff	Staff Biologist
Ted D. Robertson	Staff Biologist
Kenneth K. Divine	Technician
Madelyn N. Lawrence	Technician
Nathaniel S. Deming Goodby	Technician
Robert A. Bartholomew III	Technician
Samantha E. Kehr	Technician
Stephen E. Jones	Technician
Tyler G. Thompson	Clerk



## Appendix C

### Contract Personnel

**ON-CALL**  
Environmental Services  
(Countywide)

**SUB-CONTRACTORS:**  
**(continued)**

#### **3) Illingworth & Rodkin, Inc.**

<b><u>Name</u></b>	<b><u>Classification</u></b>
Michael Thill	Senior Consultant
Richard Rodkin	Senior Consultant
Fred Svinth	Senior Consultant
James Reyff	Senior Consultant
Paul Donavan	Senior Consultant
Keith Pommerenck	Senior Consultant
Carrie Janello	Staff Consultant
Jordan Roberts	Staff Consultant
Jared McDaniel	Staff Consultant
Ryan Pommerenck	Staff Consultant
Chris Peters	Tech Support
Gilda Lee	Tech Support
Nick Rodkin	Tech Support
Lynn Archer	Financial Asst.

#### **4) Vinnedge Environmental Consulting**

<b><u>Name</u></b>	<b><u>Classification</u></b>
Brook Vinnedge	Project Biologist

#### **5) A.A. Rich and Associates**

<b><u>Name</u></b>	<b><u>Classification</u></b>
Alice A. Rich, Ph.D.	Project Manager
David Kammerer	Fisheries Field Supervisor
Marques Humpal	Fisheries Technician-1
Clover Lee	Fisheries Technician-2, Graphics Illustrator/GIS
Personnel Varies Monthly	Administrative Assistant

## Appendix C Contract Personnel

**ON-CALL**  
Environmental Services  
(Countywide)

**SUB-CONTRACTORS:**  
(continued)

### 6) ETIC

<u>Name</u>	<u>Classification</u>
Anselmo, Alan	Program Manager
Buitrago, Cindy	Program Manager
Neely, Thomas	Program Manager
Whiteside, Karen	Program Manager
Winsor, Terry	Program Manager
Brown, Chris	Project Manager
Fortunato, Charles	Project Manager
Klein, Adam	Project Manager
McGowan, Michael	Project Manager
Moshier, Emily	Project Manager
Muehleck, Joseph	Project Manager
Thurairajah, Karthika	Project Manager
Warn, Mark	Project Manager
Winters, Alec	Project Manager
Barry, Hamidou	Project Eng/Geo/Sci
Blakely, Robert	Project Eng/Geo/Sci
Chandler, Sara	Project Eng/Geo/Sci
Evans, Michelle	Project Eng/Geo/Sci
Farkas, Scott	Project Eng/Geo/Sci
Fish, Mike	Project Eng/Geo/Sci
Harless, Lisa	Project Eng/Geo/Sci
Hofstetter, James	Project Eng/Geo/Sci
Holmes, Mason	Project Eng/Geo/Sci
Jack, Justin	Project Eng/Geo/Sci
Lagan, Surendra	Project Eng/Geo/Sci
Lau, Tina	Project Eng/Geo/Sci
Loutsch, Tracy	Project Eng/Geo/Sci
Lovell, Jennifer	Project Eng/Geo/Sci
Lyons, Joseph	Project Eng/Geo/Sci
Moreno, Jessica	Project Eng/Geo/Sci
Michel, Ruben	Project Eng/Geo/Sci
Passarelli, Andrew	Project Eng/Geo/Sci
Simmons, Albert	Project Eng/Geo/Sci
Wallace, Thomas	Project Eng/Geo/Sci
Sturgeon, Darren	Project Eng/Geo/Sci
Young, Scott	Project Eng/Geo/Sci



## Appendix C Contract Personnel

**ON-CALL**  
Environmental Services  
(Countywide)

<b><u>SUB-CONTRACTORS:</u></b>	<b>ETIC (continued)</b>
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<b><u>Name</u></b>	<b><u>Classification</u></b>
Adam,Zachary	Staff Eng/Geo/Sci
Babb,Nick	Staff Eng/Geo/Sci
Baird, Patrick	Staff Eng/Geo/Sci
Collins,Christine	Staff Eng/Geo/Sci
Diem,Nathan	Staff Eng/Geo/Sci
Fivecoat,Christopher	Staff Eng/Geo/Sci
Formosa, Ryan	Staff Eng/Geo/Sci
Garcia, Aaron	Staff Eng/Geo/Sci
Gillette,Karina	Staff Eng/Geo/Sci
Greenwald,Eli	Staff Eng/Geo/Sci
Halloway,James	Staff Eng/Geo/Sci
Hanshew,Brett	Staff Eng/Geo/Sci
Huck, Andrew	Staff Eng/Geo/Sci
Hulbert, Tyler	Staff Eng/Geo/Sci
Johnson,Anthony	Staff Eng/Geo/Sci
Lappe,Philip	Staff Eng/Geo/Sci
MacMillen,Tashi	Staff Eng/Geo/Sci
Mama,Cindy	Staff Eng/Geo/Sci
Mamiya,Yuko	Staff Eng/Geo/Sci
McCadden,George Joseph	Staff Eng/Geo/Sci
Nealan, Jennifer	Staff Eng/Geo/Sci
Oceguera,Victor	Staff Eng/Geo/Sci
O'Connor,Peter	Staff Eng/Geo/Sci
Olson,Marianne	Staff Eng/Geo/Sci
Pene,David	Staff Eng/Geo/Sci
Piramoon,Sarah	Staff Eng/Geo/Sci
Reynolds,Keith	Staff Eng/Geo/Sci
Ross,Lauren	Staff Eng/Geo/Sci
Winsor,Bryce	Staff Eng/Geo/Sci

## Appendix C

### Contract Personnel

**ON-CALL**  
**Environmental Services**  
**(Countywide)**

<b><u>SUB-CONTRACTORS:</u></b>	<b>ETIC (continued)</b>
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<b><u>Name</u></b>	<b><u>Classification</u></b>
Altamirano, Juan	Technician
Calderon, Juan	Technician
Chapman, Lance	Technician
Collins, Michael	Technician
Fitzgerald, Douglas	Technician
Garcia, Jose	Technician
Lane, Corigan	Technician
Lovato, Manuel	Technician
Holloman, Christopher	Technician
Manalili, Alexander	Technician
McKinley, Robert	Technician
Mitchell, Christopher	Technician
Rubio, Sal	Technician
Ruiz, John	Technician
Silva, Joseph	Technician
Smith, Alix	Technician
Solorzano, Daniel	Technician
Arana, Diane	CAD
Bomben, Tom	CAD
Mitchell, Matthew	CAD
Allen, Karen	Admin/Acct
Beckman, Courtney	Admin/Acct
Butler, LaDonna	Admin/Acct
Galve, Aileen	Admin/Acct
Gray, Christine	Admin/Acct
Hastings, Cori	Admin/Acct
Hensley, Deborah	Admin/Acct
Leary, Jason	Admin/Acct
Lopez, Suzette	Admin/Acct
Mascaro, Anne	Admin/Acct
Stutzman, Stacey	Admin/Acct
Wallace, Sara	Admin/Acct
Zamora, Mae	Admin/Acct
Adina, Omar	Intern
Buitrago, Robert	Intern

## Appendix C

### Contract Personnel

ON-CALL  
Environmental Services  
(Countywide)

SUB-CONTRACTORS:  
(continued)

#### 7) JDR Environmental Consulting

<u>Name</u>	<u>Classification</u>
Jerry Roe	Project Manager, Project Biologist, Regulatory Specialist, and GIS Specialist.
Travis McCleary	GIS Specialist, Field Biologist III
	Field Biologist III
	Field Biologist II
	Field Biologist I



To: Board of Supervisors  
 From: Catherine Kutsuris  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: APPROVAL OF CDBG LEGAL DOCUMENTS FOR THE BELLA MONTE APARTMENTS PROJECT IN BAY POINT

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute required legal documents to provide \$227,000 in Community Development Block Grant (CDBG) funds to Bella Monte Apartments, L.P., a California limited partnership, for the Bella Monte Apartments Project in the Bay Point area.

**FISCAL IMPACT:**

No General Funds impact. CDBG funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD).

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA NUMBER):**

Community Development Block Grant – 14.218.

**BACKGROUND:**

On February 26, 2013, the Board of Supervisors allocated \$227,000 in CDBG funds to Resources for Community Development (RCD) for the Bella Monte Apartments project.

RCD formed a limited partnership when the project

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: 925-674-7887

By: , Deputy

cc:



### BACKGROUND: (CONT'D)

was originally constructed in 2005. Bella Monte Apartments, L.P. currently owns the development, a 52-unit apartment complex called Bella Monte Apartments in the unincorporated area of Bay Point. The development includes a mix of 1-, 2-, and 3-bedroom units to accommodate families of different sizes. The range of affordability levels of the units is 20 percent to 60 percent of the area median income (AMI). RCD built the apartment complex in 2005 with financing from Contra Costa County CDBG, HOME and HOPWA funds, former County Redevelopment Agency funds, and other funds.

RCD is proposing to construct perimeter fencing to improve the safety and security of the project, to improve quality of life for existing and future residents, and to reduce on-site criminal activities. The fence will connect each of the four existing buildings, securing the interior portions of the site. Resident vehicle access to two existing parking areas will be accessible by sliding vehicle gates, and up to four secured pedestrian gates would be added for residents accessing the property on foot. The proposed security fencing would prevent pedestrians from using the property as a cut-through between Willow Pass Road and the surrounding residential neighborhood.

The CDBG funds will be used to support both the hard and soft costs of the project. The CDBG funds will be provided in the form of a 47-year, residual receipt loan with a one percent interest rate. Affordability and use restrictions are incorporated into the CDBG loan documents. Additional financing for the project is the ten percent CDBG match requirement. RCD proposes to use funds from the projects operating reserve in the amount of \$23,000.

National Environmental Policy Act (NEPA): CDBG projects are subject to NEPA and 24 CFR Part 58 review. The NEPA review for this project has been completed. Required mitigations are included in the loan agreement.

County Counsel has approved to form the following attached documents:

- Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing;
- Promissory Note; and
- CDBG Loan Agreement

### CONSEQUENCE OF NEGATIVE ACTION:

Without the approval and execution of the CDBG legal documents, the project will not be rehabilitated.

### CHILDREN'S IMPACT STATEMENT:

Bella Monte Apartments supports Children Reports Card Indicator #4: Families are Safe, Stable and Nurturing and #5: Communities are Safe and Provide a High Quality of Life for Children and Families.



# CDBG LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

BELLA MONTE APARTMENTS, L.P.

Bella Monte Apartments

dated February \_\_\_\_, 2014

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CDBG LOAN AGREEMENT  
Bella Monte Apartments

This CDBG Loan Agreement (the "Agreement") is dated February \_\_\_\_, 2014, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Bella Monte Apartments, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

C. Pursuant to a loan agreement dated April 1, 2004 between the County and Resources for Community Development, a California nonprofit public benefit corporation ("RCD") (the "Original Loan Agreement"), the County agreed to lend \$1,748,000 of CDBG Funds (the "Original Loan") to RCD. The Original Loan Agreement was assigned to Borrower pursuant to an assignment and assumption agreement dated June 1, 2004 (the "Assignment Agreement"). As a result of the Assignment Agreement, Borrower became the borrower under the Original Loan Agreement. As consideration for the Loan, Borrower entered into the Regulatory Agreement and Declaration of Restrictive Covenants dated as of June 1, 2004, between Borrower and the County, which was recorded against the Property as instrument number 2004-0228777-00 (the "Regulatory Agreement").

D. In accordance with the Original Loan Agreement, the Original Loan was to be used by Borrower to assist in (i) the acquisition of the real property located at 2410 Willow Pass Road, in the Bay Point area of Contra Costa County, as more particularly described in Exhibit A (the "Property"), and (ii) the construction of fifty-two (52) multifamily housing units on the Property, fifty-one (51) of which are for rental to very low and low income households and one manager's unit (the "Development"). Borrower now desires to construct perimeter fencing around all four buildings on the Property to improve the safety and security of the Development (the "Fence Improvements").

E. In accordance with CDBG Project Agreement 13-52-HSG dated September 1, 2013 between the County and Borrower (the "CDBG Project Agreement"), the County is willing to lend Borrower an additional \$227,000 of CDBG Funds (the "Loan") in order to finance the construction of the Fence Improvements. In addition to improving the security of the Development's residents, it is anticipated that the Fence Improvements will result in higher occupancy levels within the Development and improved cash flow.

F. As consideration of the Loan, Borrower is executing a deed of trust of even date herewith, which secures Borrower's obligation to repay the Loan. In addition, the Loan is evidenced by a promissory note of even date herewith.

G. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS AND EXHIBITS

#### Section 1.1 Definitions.

The following terms have the following meanings:

- (a) "Agreement" means this CDBG Loan Agreement.
- (b) "Approved Construction Budget" means the construction budget, including sources and uses of funds for the construction of the Fence Improvements, as approved by the County, and attached hereto and incorporated herein as Exhibit B.
- (c) "Assignment Agreement" has the meaning set forth in Paragraph C of the Recitals.
- (d) "Bid Package" means the package of documents Borrower's general contractor is required to distribute to potential bidders as part of the process of selecting subcontractors for the Fence Improvements. The Bid Package is to include the following: (i) an invitation to bid, (ii) copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an amount equal to five percent (5%) of the bid price, and (iv) all Construction Plans.
- (e) "Borrower" has the meaning set forth in the first paragraph of this Agreement.
- (f) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.
- (g) "CDBG Project Agreement" has the meaning set forth in Paragraph E of the Recitals.
- (h) "Commencement of Construction" has the meaning set forth in Section 3.4.
- (i) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in constructing the Fence Improvements on the Property and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").

(j) "County" has the meaning set forth in the first paragraph of this Agreement.

(k) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as Trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(l) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(m) "Development" has the meaning set forth in Paragraph D of the Recitals.

(n) "Event of Default" has the meaning set forth in Section 6.1.

(o) "Fence Improvements" has the meaning set forth in Paragraph D of the Recitals.

(p) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(q) "Hazardous Materials Claims" means with respect to the Property (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(r) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(s) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(t) "Loan" has the meaning set forth in Paragraph E of the Recitals.

(u) "Loan Documents" means this Agreement, the Note, and the Deed of Trust.

(v) "NEPA" has the meaning set forth in Paragraph G of the Recitals.

(w) "Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the Loan.

(x) "Original Loan" has the meaning set forth in Paragraph C of the Recitals.

(y) "Property" has the meaning set forth in Paragraph D of the Recitals.

(z) "RCD" has the meaning set forth in Paragraph C of the Recitals.

(aa) "Regulatory Agreement" has the meaning set forth in Paragraph C of the Recitals.

(bb) "Retention Amount" means Ten Thousand Dollars (\$10,000) of the Loan, the disbursement of which is described in Section 2.6.

(cc) "Tenant" means the tenant household that occupies a unit in the Development.

(dd) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on April 1, 2059.

(ee) "Transfer" has the meaning set forth in Section 4.11 below.

## Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property

Exhibit B: Approved Construction Budget

## ARTICLE 2 LOAN PROVISIONS

### Section 2.1 Loan.

Upon satisfaction of the conditions set forth in Section 2.5 and Section 2.6 of this Agreement, the County shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

### Section 2.2 Interest.

(a) Subject to the provisions of Subsection (b) below, simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of interest equal to one percent (1%), commencing on the date of disbursement.

(b) Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Loan will begin to accrue, beginning on the date of such occurrence and

continuing until the date the Loan is repaid in full or the Event of Default is cured, at the Default Rate.

Section 2.3 Use of Loan Funds.

(a) Borrower shall use the Loan to construct the Fence Improvements, consistent with the Approved Construction Budget.

(b) Borrower may not use the Loan proceeds for any other purposes without the prior written consent of the County.

Section 2.4 Security.

Borrower shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and causing or permitting it to be recorded as a lien against the Property.

Section 2.5 Conditions Precedent to Disbursement of Loan Funds.

The disbursements made pursuant to this Section 2.5 may not exceed Two Hundred Seventeen Thousand Dollars (\$217,000). The County is not obligated to disburse any portion of the Loan, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

(a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement or the Original Loan Agreement;

(b) Borrower holds title to the Property;

(c) Borrower has delivered to the County a copy of a corporate resolution authorizing Borrower to obtain the Loan and execute the Loan Documents;

(d) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;

(e) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.12 below;

(f) Borrower has executed and delivered to the County the Loan Documents and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;

(g) The Deed of Trust has been recorded against the Property in the Office of the Recorder of the County of Contra Costa;

(h) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance



insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. The Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Contra Costa;

(i) The County has determined the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the construction of the Fence Improvements, are not less than the amount the County determines is necessary to pay for the construction of the Fence Improvements and to satisfy all of the covenants contained in this Agreement;

(j) Borrower has obtained all permits and approvals necessary for the construction of the Fence Improvements;

(k) The County has received and approved the Bid Package for the subcontractors for the construction of the Fence Improvements pursuant to Section 3.2 below;

(l) The County has received and approved the general contractor's construction contract that the Borrower has entered or proposed to enter for the construction of the Fence Improvements pursuant to Section 3.3 below;

(m) Borrower has provided the County satisfactory evidence that Borrower has already received or is eligible to withdraw from the replacement reserve account for the Development, funds in the amount of Twenty-Three Thousand Dollars (\$23,000) for the construction of the Fence Improvements; and

(n) The County has received a written draw request from Borrower, including (i) certification that the condition set forth in Section 2.5(a) continues to be satisfied, (ii) certification that the proposed uses of funds is consistent with the Approved Construction Budget, (iii) the amount of funds needed, and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with the Fence Improvements, the written request must be accompanied by (i) certification by the Borrower's architect, if any, reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (ii) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

#### Section 2.6 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received from Borrower copies of the final permit sign-offs for the construction of the Fence Improvements.

(b) The County has received from Borrower evidence of marketing for any vacant units in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of such units, as applicable.

(c) The County has received from Borrower all relevant contract activity information, including compliance with Section 3 and MBE/WBE requirements.

(d) If Borrower is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148), the County has received confirmation that Borrower has submitted all certified payrolls to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues.

(e) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.5(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Construction Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

#### Section 2.7 Repayment Schedule.

(a) Payment in Full. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of (i) any Transfer other than as permitted pursuant to Section 4.14, (ii) an Event of Default, and (iii) the expiration of the Term.

(b) Prepayment. Borrower may prepay the Loan at any time without premium or penalty.

#### Section 2.8 Non-Recourse.

Except as provided below, neither Borrower, nor any partner of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Note, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Note. Except as hereafter set forth; nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under Sections 3.7, 3.8, 4.4(b)(vi), 4.5, and 7.4 of this Agreement, or liability for (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from

condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

### ARTICLE 3 CONSTRUCTION OF THE DEVELOPMENT

#### Section 3.1 Permits and Approvals.

Borrower shall obtain all permits and approvals necessary for the construction of the Fence Improvements no later than February 28, 2014, or such later date that the County approves in writing.

#### Section 3.2 Bid Package.

Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's general contractor's proposed Bid Package. The County's Deputy Director – Department of Conservation and Development, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package the reasons therefore must be given to Borrower. The Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

#### Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Fence Improvements. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for construction of the Fence Improvements is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the construction, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable CDBG requirements set forth in Section 4.7 below. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within ten (10) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in ten (10) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Fence Improvements is to be in the form

approved by the County.

Section 3.4 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Fence Improvements to occur no later than February 28, 2014, or such later date that the County approves in writing. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of construction of the Fence Improvements in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.5 Completion of Construction.

Borrower shall diligently prosecute construction of the Fence Improvements to completion, and shall cause the construction of the Fence Improvements to be completed no later than May 31, 2014, or such later date that the County approves in writing.

Section 3.6 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall construct the Fence Improvements in conformance with (i) the plans and specifications approved by the County Building Inspection Department, and (ii) the Approved Construction Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the County. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Fence Improvements may be performed: (i) any change in the work the cost of which exceeds Ten Thousand Dollars (\$10,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds Twenty-Five Thousand Dollars (\$25,000) or ten percent (10%) of the Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Fence Improvements as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Fence Improvements to be performed in compliance with:

(i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter; and

(ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

### Section 3.7 Prevailing Wages.

(a) Davis Bacon. Borrower shall cause construction of the Fence Improvements to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148). Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Fence Improvements or any other work undertaken or in connection with the Property. The requirements in this Subsection shall survive repayment of the Loan and the reconveyance of the Deed of Trust.

(b) State Prevailing Wages. To the extent applicable, Borrower shall pay and shall cause the contractor and subcontractors to pay prevailing wages in the construction of the Fence Improvements as those wages are determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices as required by California Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"). Borrower shall and shall cause the contractor and subcontractors to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR. Borrower shall and shall cause the contractor and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed as required by California Labor Code Section 1777.5 et seq. Copies of the currently applicable current per diem prevailing wages are available from DIR. During the construction of the Fence Improvements, Borrower shall or shall cause the contractor to post at the Property the applicable prevailing rates of per diem wages. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the construction of the Fence Improvements or any other work undertaken or in connection with the Property. The requirements in this Subsection survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

### Section 3.8 Accessibility.

Borrower shall construct the Fence Improvements in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations (collectively, the "Accessibility Requirements"). In compliance with Section 504 Borrower shall provide the County with a certification from the Development architect that to the best of the architect's knowledge, the Fence Improvements comply with all federal and state

accessibility requirements applicable to the Fence Improvements. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Fence Improvements in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

### Section 3.9 Equal Opportunity.

During the construction of the Fence Improvements discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

### Section 3.10 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Fence Improvements. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the construction of the Fence Improvements. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

### Section 3.11 Progress Reports.

Until such time as Borrower has received a permit sign-off for the Fence Improvements, Borrower shall provide the County with quarterly progress reports regarding the status of the construction of the Fence Improvements, including a certification that the actual construction costs to date conform to the Approved Construction Budget, as it may be amended from time to time pursuant to Section 3.15 below.

### Section 3.12 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the construction of the Fence Improvements takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Fence Improvements, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Fence Improvements is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or construction of the Fence Improvements.

Section 3.13 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Fence Improvements, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Fence Improvements for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Fence Improvements and Property.

Section 3.14 Inspections.

Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection of the Fence Improvements by the County and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

Section 3.15 Approved Construction Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Construction Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Construction Budget to the County for approval within five (5) days of the date Borrower receives information indicating that actual costs of the Fence Improvements vary or will vary from the costs shown on the Approved Construction Budget. Written consent of the County will be required to amend the Approved Construction Budget.

Section 3.16 Developer Fee.

The maximum cumulative developer fee that may be paid to any entity or entities providing development services for the construction of the Fence Improvements, whether paid up-front or on a deferred basis, is not to exceed Seventeen Thousand Four Hundred Forty Two Dollars (\$17,442).



## ARTICLE 4 LOAN REQUIREMENTS

### Section 4.1 Financial Accountings.

No later than ninety (90) days following completion of construction of the Fence Improvements, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the construction of the Fence Improvements.

### Section 4.2 Information.

Borrower shall provide any information reasonably requested by the County in connection with the Fence Improvements, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

### Section 4.3 Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 7.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Fence Improvements. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement are to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and are to be consistent with requirements of this Agreement. All such books, records, and accounts are to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish to any governmental agency are to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after the creation of such records in compliance with all HUD records and accounting requirements including. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. The records are to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in such a form as to allow the County to comply with the record keeping requirements contained in 24 C.F.R. 570.506. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the Loan funds.

(ii) Records demonstrating the eligibility of activities under CDBG Regulations set forth in 24 CFR 570 et seq. and that use of the CDBG Funds meets at least one of the national objectives of the CDBG program set forth in 24 CFR 570.208;

- (iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements;
- (iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;
- (v) Financial records as required by 24 C.F.R. 570.502, and OMB Circular A-110 (24 C.F.R. Part 84);
- (vi) Records demonstrating compliance with the CDBG tenant selection, affordability and income requirements;
- (vii) Records demonstrating compliance with MBE/WBE requirements;
- (viii) Records demonstrating compliance with 24 C.F.R. Part 135 which implements section 3 of the Housing Development Act of 1968;
- (ix) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;
- (x) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

#### Section 4.4 CDBG Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the CDBG Funds as set forth in 24 C.F.R. Part 570, including the requirements of the CDBG Project Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the Loan funds include (but are not limited to) the following:

- (i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(ii) Applicability of OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110, A-122, and A-133.

(iii) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24.

(iv) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608.

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

(vi) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Fence Improvements results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall prepare and submit a relocation plan to the County for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Fence Improvements.

(vii) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of

1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto.

(viii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(ix) Uniform Administrative Requirements. The provisions 24 C.F.R. 570.502 regarding cost and auditing requirements.

(x) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this Agreement:

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(xi) Labor Standards. The labor requirements set forth in 24 C.F.R. 570.60; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

(xii) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(xiii) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87.

(xiv) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(xv) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 *et seq.*, the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under "Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement.

(xvi) Religious Organizations. If the Borrower is a religious organization, as defined by the CDBG requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of CDBG Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 570.200(j).

(xvii) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

#### Section 4.5 Hazardous Materials.

(a) Borrower shall keep and maintain the Property (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may

not cause or permit the Property to be in violation of any Hazardous Materials Law. Borrower may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the Fence Improvements or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel of its own choice in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Borrower in this Section 4.5, and Section 5.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be



unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action, (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder, or (iv) the action has been agreed to by the County.

(f) Borrower hereby acknowledges and agrees that (i) this Section is intended as the County's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (i) waive its lien on such environmentally impaired or affected portion of the Property and (ii) exercise (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

#### Section 4.6 Maintenance and Damage.

(a) During the course of both construction of the Fence Improvements and operation of the Development, Borrower shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County may perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property, subject to the provisions provided in subsection (b) below.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and is to be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the County as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

#### Section 4.7 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency. However, Borrower is not required to pay and discharge any such charge so long as (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

#### Section 4.8 Notice of Litigation.

Borrower shall promptly notify the County in writing of any litigation that has the potential to materially affect Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

#### Section 4.9 Operation of Development as Affordable Housing.

Borrower shall operate the Development as an affordable housing development consistent with (i) HUD's requirements for use of CBDG Funds, (ii) the Regulatory Agreement, and (iii)

any other regulatory requirements imposed on Borrower.

#### Section 4.10 Nondiscrimination.

Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

#### Section 4.11 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any rights and/or duties under this Agreement, and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with the Regulatory Agreement. The County Deputy Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) No Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

#### Section 4.12 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily

Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for comprehensive general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsections (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies are to contain (i) the agreement of the insurer to give the County at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

#### Section 4.13 Anti-Lobbying Certification.

Borrower certifies, to the best of Borrower's knowledge or belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

## ARTICLE 5                      REPRESENTATIONS AND WARRANTIES OF BORROWER

### Section 5.1    Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a)    Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b)    Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c)    Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d)    Valid Binding Agreements. The Loan Documents and all other

documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the organizational documents of Borrower, or conflict with any agreement to which Borrower is a party, or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The construction of the Fence Improvements will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the County or approved in writing by the County.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the construction of the Fence Improvements in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their

income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property, (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

## ARTICLE 6 DEFAULT AND REMEDIES

### Section 6.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. If Borrower fails to obtain permits, or to commence, and prosecute to completion, construction of the Fence Improvements within the times set forth in Article 3 above;

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the Loan Documents.

(c) Breach of Covenants. If Borrower fails to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents or the CDBG Project Agreement (other than as set forth in Section 6.1(a), Section 6.1(b), and Section 6.1(d) through Section 6.1(l)), or in any of the other Loan Documents), and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower and to any limited partner of Borrower who has requested written notice from the County of such failure ("Permitted Limited Partner"); provided, however, that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control. If the Permitted Limited Partner cures an Event of Default within the cure period set forth in this subsection, the County will accept such action as curing the Event of Default as if such cure was performed by Borrower. If a Permitted Limited Partner is unable to cure an Event of Default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of Borrower and the Permitted Limited Partner is proceeding diligently to remove the general partner of Borrower in order to effect a cure of the Event of Default, the cure period shall be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the Event of Default, but in no event longer than



sixty (60) days after the date of receipt by the Permitted Limited Partner of written notice of the Event of Default.

(d) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(e) Insolvency. A court having jurisdiction makes or enters any decree or order (i) adjudging Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(f) Assignment; Attachment. Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(g) Suspension; Termination. Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(h) Liens on Property and the Development. Any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(i) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development.

(j) Unauthorized Transfer. Any Transfer other than as permitted pursuant to Section 4.11.

(k) Representation or Warranty Incorrect. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have

been incorrect in any material respect when made.

(l) Applicability to General Partner. The occurrence of any of the events set forth in subsection (e), subsection (f), or subsection (g) in relation to Borrower's managing general partner.

#### Section 6.2 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand therefore, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

#### Section 6.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

#### Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power,

or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

## ARTICLE 7 GENERAL PROVISIONS

### Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction of the Fence Improvements and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

### Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction of the Fence Improvements or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction of the Fence Improvements or operation of the Development.

### Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the parties. The County Deputy Director – Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

### Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made

against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. The provisions of this Section will survive the expiration of the Term and the reconveyance of the Deed of Trust.

Section 7.5     Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6     No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.7     Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the construction of the Fence Improvements.

Section 7.8     Conflict of Interest.

(a)     Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b)     The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the County, or any person related within the third (3rd) degree of such person.

(c)     In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) Borrower shall comply with the conflict of interest provisions set forth in 24 C.F.R. 570.611.

Section 7.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Affordable Housing Program Manager

Borrower: Bella Monte Apartments L.P.  
c/o RCD Housing, LLC  
2220 Oxford Street  
Berkeley, CA 94720  
Attention: Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 County Approval.

The County has authorized the County Deputy Director-Department of Conservation and Development to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents.

Section 7.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties

The Loan Documents and the CDBG Project Agreement constitute the entire agreement of the parties with respect to the Loan. If there is a conflict between the CDBG Project Agreement and the Loan Documents, the terms of the Loan Documents will prevail.

Section 7.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

*Remainder of Page Left Intentionally Blank*



The parties are executing this Agreement as of the date first above written.

**COUNTY:**

COUNTY OF CONTRA COSTA, a political  
subdivision of the State of California

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

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

Bella Monte Apartments, L.P., a California limited  
partnership

By: RCD Housing, LLC, a California limited  
liability company, its general partner

By: 112 Alves Lane, Inc. a California  
nonprofit public benefit corporation, its  
sole member/manager

By: \_\_\_\_\_  
Dan Sawislak, Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land is situated in the State of California, County of Contra Costa, and is described as follows:

EXHIBIT B

APPROVED CONSTRUCTION BUDGET

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Affordable Housing Program Manager

No fee for recording pursuant to  
Government Code Section 27383

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DEED OF TRUST WITH ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING  
(Bella Monte Apartments)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of February \_\_\_\_, 2014, by and among Bella Monte Apartments, L.P., a California limited partnership ("Trustor"), North American Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with: (i) the Note (defined in Section 1.5 below) until paid in full or cancelled; and (ii) any other amounts owing under the Loan Documents (defined in Section 1.4 below). Principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable.

The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

#### ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust.

Section 1.1 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.2 The term "Loan" means the loan made by the Beneficiary to the Trustor in the amount of Two Hundred Twenty-Seven Thousand Dollars (\$227,000).

Section 1.3 The term "Loan Agreement" means that certain CDBG Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor Two Hundred Twenty-Seven Thousand Dollars (\$227,000).

Section 1.4 The term "Loan Documents" means this Deed of Trust, the Note, and the Loan Agreement, and any other agreements, debt, loan or security instruments between Trustor and the Beneficiary relating to the Loan.

Section 1.5 The term "Note" means the promissory note in the principal amount of Two Hundred Twenty-Seven Thousand Dollars (\$227,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. The terms of the Note are incorporated herein by reference.

ARTICLE 2  
MAINTENANCE AND MODIFICATION OF THE PROPERTY  
AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor. The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements. Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents. As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice

given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the



Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

### ARTICLE 3 TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges. Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate

permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance. Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances. In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

#### ARTICLE 4 DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages. Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor

(taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form that existed prior to the casualty or condemnation.

ARTICLE 5  
AGREEMENTS AFFECTING THE PROPERTY; FURTHER  
ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property. The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses. In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal. The Trustor shall pay to the Beneficiary the principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property. To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement. The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security. The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security. At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts,

engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination. The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

## ARTICLE 6 HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any

restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless the Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to

withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

## ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any

payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

Section 7.2 Acceleration of Maturity. If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession. If an Event of Default has occurred and is continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale. Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver. If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may



be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security. The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver. The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8  
MISCELLANEOUS

Section 8.1 Amendments. This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices. If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Affordable Housing Program Manager

and (2) if intended for Trustor is to be addressed to:

Bella Monte Apartments L.P.  
c/o RCD Housing, LLC  
2220 Oxford Street  
Berkeley, CA 94720  
Attention: Executive Director

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors. Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions. The captions or headings at the beginning of each section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law. This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number. In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage. Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions. Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions. Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any

subordination agreement, and to the extent applicable, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of the Internal Revenue Code.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

BELLA MONTE APARTMENTS L. P., a  
California limited partnership

By: RCD Housing LLC, a California limited  
liability company, its general partner

By: 112 Alves Lane, Inc. a California  
nonprofit public benefit corporation, its  
sole member/manager

By: \_\_\_\_\_  
Dan Sawislak, Executive Director



EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the State of California, County of Contra Costa, and is described as follows:

PROMISSORY NOTE  
(CDBG Loan)

\$227,000

Martinez, California  
February \_\_\_\_ 2014

FOR VALUE RECEIVED, the undersigned Bella Monte Apartments, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Two Hundred Twenty-Seven Thousand Dollars (\$227,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of Two Hundred Twenty-Seven Thousand Dollars (\$227,000) with interest for the funds loaned to Borrower by Holder to finance the construction of the Fence Improvements pursuant to the CDBG Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

2. Interest.

(a) Subject to the provisions of Subsection (b) below, this Note bears simple interest at a rate of one percent (1%) per annum from the date of disbursement until full repayment of all principal.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.7 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than April 1, 2059.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.8 of the Loan Agreement which Section 2.8 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.



6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Affordable Housing Program Manager, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Bella Monte Apartments, L.P., a California limited partnership

By: RCD Housing, LLC, a California limited liability company, its general partner

By: 112 Alves Lane, Inc. a California nonprofit public benefit corporation, its sole member/manager

By: \_\_\_\_\_  
Dan Sawislak, Executive Director





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Contract #27-657-4 with Bassem Said, M.D.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-657-4 with Bassem Said, M.D., a self-employed individual, in an amount not to exceed \$150,000, to provide professional Otolaryngology services for the period from February 1, 2014 through January 31, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% by Contra Costa Health Plan member premiums. (No rate increase)

**BACKGROUND:**

In September 2013, the County Administrator approved and Purchasing Services Manager executed Contract #27-657-3, with Bassem Said, M.D., for the period from February 1, 2013 through January 31, 2014 for the provision of professional Otolaryngology services.

The Division is requesting a renewal date of February 1, 2014 to avoid any disruptions in services provided to Health Plan members.

Approval of Contract #27-657-4 will allow the contractor to continue providing professional Otolaryngology services through January 31, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Patricia Tanquary 313  
6004

By: , Deputy

cc: A Floyd, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

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

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra  
Costa  
County

To: Board of Supervisors

From: William Walker, M.D.

Date: February 25, 2014

Subject: Contract #24-794-6 (4) with BHC Heritage Oaks Hospital, Inc.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-794-6 (4) with BHC Heritage Oaks Hospital, Inc., for its Heritage Oaks Hospital, a corporation, in an amount not to exceed \$250,000, to provide inpatient psychiatric hospital services for the period from July 1, 2013 through June 30, 2014.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Realignment.

**BACKGROUND:**

Chapter 633, Statutes of 1994, AB 757, authorized the transfer of state funding for Fee-For-Service/Medi-Cal (FFS/MC) acute psychiatric inpatient hospital services from the Department of Health Services to the Department of Mental Health (DMH). On January 1, 1995, the DMH transferred these funds and the responsibility for authorization and funding of Medi-Cal acute psychiatric inpatient hospital services to counties that chose to participate in this program.

Due to

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: CYNTHIA BELON  
957-5201

By: , Deputy

cc: D Morgan, C Rucker

**BACKGROUND: (CONT'D)**

lengthy negotiations between the parties with regard to language change and the Contractor's agreement to continue providing services in good faith, the Division was not able to process the Contract in a timely manner. Therefore, a retroactive date of July 1, 2013 is being requested to avoid any disruptions in services. Under Contract #74-794-6(4), Contractor will provide inpatient psychiatric hospital services for County referred children, adolescents, and adult clients, including psychiatric services and routine hospital and ancillary services at its Heritage Oaks Hospital in Sacramento, through June 30, 2014, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, County's mental health clients will not receive the inpatient psychiatric services that they need from Contractor's facility.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcome: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in the need for inpatient care and placement at a lower level of care.



Contra  
Costa  
County

To: Board of Supervisors

From: William Walker, M.D.

Date: February 25, 2014

Subject: Contract #23-463-6 with Valerie Gulyash

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-463-6 with Valerie Gulyash, a self-employed individual, in an amount not to exceed \$140,000, to provide consultation and technical assistance with regard to the Keane Chargemaster Billing and EPIC Electronic Medical Record Systems used at Contra Costa Regional Medical Center, for the period from January 1, 2014 through December 31, 2014.

**FISCAL IMPACT:**

This Contract is funded 100% by Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On January 15, 2013, the Board of Supervisors approved Contract #23-463-5 with Valerie Gulyash, for the period January 1, 2013 through December 31, 2013, to provide consultation and technical assistance with regard to the Department's Chargemaster Billing and EPIC Electronic Medical Record Systems including providing systems review,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Patrick Goldey, 957-5405

By: , Deputy

cc: D Morgan, C Rucker



BACKGROUND: (CONT'D)

written reports and recommendations as requested by the County.

Due to a delay in contractual negotiations, the division is requesting an effective date of January 1, 2014 to allow no disruption in services. Approval of Contract #23-463-6 will allow Contractor to continue providing services through December 31, 2014.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not be able to ensure that the coding standards are current and conforms with current regulations for the Keane Chargemaster System and EPIC System at Contra Costa Regional Medical Center.

CHILDREN'S IMPACT STATEMENT:

**Not applicable.**



Contra  
Costa  
County

To: Board of Supervisors

From: Julia R. Bueren

Date: February 25, 2014

Subject: Authorize Purchase Orders with Various Companies and a Third-party Lease Agreement with IBM Global Finance

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Chief Information Officer, purchase orders with Dell, Computerland of Silicon Valley, R-Computer, and Integrated Archive Systems, and a third-party lease agreement with IBM Global Finance in an amount not to exceed \$804,531, for the purchase of hardware required to maintain the County's wide area network, for the period April 1, 2014 through March 31, 2016.

**FISCAL IMPACT:**

The cost of \$804,531 is charged back to user departments through the Department of Information Technology's billing process. The Purchasing Division has arranged a lease purchase contract with IBM Global Finance. The total amount financed is \$786,276 at an interest rate of 2.34%. The principal and interest for the first of three annual payments has been budgeted under Org. #4295 and #1075 for fiscal year 2013/2014.

**BACKGROUND:**

The Department of Information Technology is purchasing servers, switches and hardware required to maintain the County's wide area network.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to maintain these systems may result in reduced capacity, system failure and interrupted business operations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: David Gould,  
925-313-2151

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors

From: Julia R. Bueren

Date: February 25, 2014

Subject: Authorize Purchase Orders with Various Companies and a Third-party Lease Agreement with IBM Global Finance

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Chief Information Officer, purchase orders with Integrated Archive Systems Inc., SSP Data Products, R-Computer, and a third-party lease agreement with IBM Global Finance in an amount not to exceed \$379,131, for the purchase of network and telephone systems equipment, software and support, for the period April 1, 2014 through March 1, 2018.

**FISCAL IMPACT:**

The cost of \$379,131 is charged back to user departments through the Department of Information Technology's billing process. The Purchasing Division has arranged a lease purchase contract with IBM Global Finance. The total amount financed is \$359,101 at an interest rate of 2.79%. The principal and interest for the first of five annual payments has been budgeted under Org. #4280 and #1060 for fiscal year 2013/2014.

**BACKGROUND:**

The Department of Information Technology is purchasing servers, switches, expansion shelves, software and support required to maintain the County's network and telephone systems.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to maintain these systems may result in reduced capacity, system failure and interrupted business operations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: David Gould,  
925-313-2151

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.



To: Board of Supervisors  
 From: Julia R. Bueren  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: Authorize Purchase Orders with Medtel Services, LLC and a Third-party Lease Agreement with IBM Global Finance

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Chief Information Officer, purchase orders with Medtel Services, LLC, and a third-party lease agreement with IBM Global Finance in an amount not to exceed \$721,575, for the purchase of two new telephone systems and expansion shelves, for the period April 1, 2014 through March 31, 2018.

**FISCAL IMPACT:**

The cost of \$721,575 is charged back to user departments through the Department of Information Technology's billing process. The Purchasing Division has arranged a lease purchase contract with IBM Global Finance. The total amount financed is \$682,807 at an interest rate of 2.84%. The principal and interest for the first of five annual payments has been budgeted under Org #4280 fiscal year 2013/2014.

**BACKGROUND:**

The Department of Information Technology is installing two new MDC telephone systems; one to be deployed at 595 Center St., Martinez, for the replacement of the old LH telephone system, and the second to be deployed at the new Martinez Health Center clinic. Three new IXP expansion units will be used at the Pittsburg Health Center, and 651 Pine St., for the voice mail tandems.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: David Gould,  
 925-313-2151

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to replace these systems may result in reduced capacity, system failure and interrupted business operations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors

From: William Walker, M.D.

Date: February 25, 2014

Subject: Amendment #26-689-4 with Jeffrey Saadi, M.D.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-689-4 with Jeffrey Saadi, M.D., a self-employed individual, effective December 1, 2013, to amend Contract #26-689-3, to modify language in the payment provisions and service plan to reflect the intent of the parties with no change in payment limit of \$1,200,000, nor the original term of October 1, 2013 through September 30, 2016.

**FISCAL IMPACT:**

This amendment is funded 100% by Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On October 22, 2013, the Board of Supervisors approved Contract #26-689-3 with Jeffrey Saadi, M.D., for the provision of professional anesthesiology services at Contra Costa Regional Medical and Contra Costa Health Centers (CCRMC), for the period from October 1, 2013 through September 30, 2016.

The County and the Contractor have agreed to modify the language in the service

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: David Goldstein, M.D.,  
925-370-5525

By: , Deputy



BACKGROUND: (CONT'D)

plan and the payment provisions to reflect a day and night shift, redefining the 24 hour shift to read as two 12 hour shifts, with no change in the payment limit or contract term.

Approval of Contract Amendment Agreement #26-689-4 will allow the Contractor to continue to provide professional anesthesiology services at CCRMC through September 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring professional anesthesiology services at will not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Contract #74-438-5 with Vasanta Venkat Giri, M.D.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-438-5 with Vasanta Venkat Giri, M.D., a self-employed individual, in an amount not to exceed \$267,040, to provide professional outpatient psychiatric services at County Mental Health Clinics throughout Contra Costa County for the period from February 1, 2014 through January 31, 2015.

**FISCAL IMPACT:**

This Contract is funded 16% Mental Health Services Act; 84% Mental Health Realignment. (No rate increase)

**BACKGROUND:**

In April 2013, the County Administrator approved and the Purchasing Services Manager executed, Contract #74-438-2 (as amended by Amendment Agreements #74-438-3 and #74-438-4) with Vasanta Venkat Giri, M.D. for the provision of professional outpatient psychiatric services, for the period from February 1, 2013 through January 31, 2014.

Due to a change in contractual negotiations, the Division is requesting continuation of the Contract effective February 1, 2014,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Cynthia Belon,  
925-957-5201

By: , Deputy

cc: K Cyr, C Rucker

BACKGROUND: (CONT'D)

to allow no disruptions in services.

Approval of Contract #74-438-5 will allow Contractor to continue providing professional outpatient psychiatric services at Mental Health Clinics throughout Contra Costa County through January 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Contract #74-394-5 with Ronald L. Leon, M.D. (dba East County Mental Health Associates)

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-394-5 with Ronald L. Leon, M.D. (dba East County Mental Health Associates), a sole proprietor, in an amount not to exceed \$174,720, to provide professional outpatient psychiatric services to mentally ill adults in East County, for the period from April 1, 2014 through March 31, 2015.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Realignment Fund. (No rate increase)

**BACKGROUND:**

On April 16, 2013, the Board of Supervisors approved Contract #74-394-3 (as amended by Amendment Agreement #74-374-4) with Ronald L. Leon, M.D. (dba East County Mental Health Associates), for the period from April 1, 2013 through March 31, 2014 for the provision of professional outpatient psychiatric services for mentally ill adults in East County.

Approval of Contract #74-394-5 will allow Contractor to continue providing professional outpatient psychiatric services to mentally

☒ APPROVE

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☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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ATTESTED: February 25, 2014

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

Contact: Cynthia Belon,  
925-957-5201

By: , Deputy

**BACKGROUND: (CONT'D)**

ill adults in East County, through March 31, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, adult patients in East County requiring professional outpatient psychiatric services will not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors

From: William Walker, M.D.

Date: February 25, 2014

Subject: Contract #74-459-1 with Michael Fidler, M.D.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-459-1 with Michael Fidler, M.D., a self-employed individual, in an amount not to exceed \$116,480, to provide professional outpatient psychiatric services for mentally ill adults in West County for the period from April 1, 2014 through March 31, 2015.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Realignment, offset by third-party billing. (No Rate Increase)

**BACKGROUND:**

For a number of years the County has contracted with Medical, Dental and Mental Health Specialists to provide specialized professional services, which are not otherwise available.

On May 7, 2013 the Board of Supervisors approved Contract #74-459 with Michael Fidler, M.D. for the provision of professional outpatient psychiatric services for mentally ill adults at the El Portal Clinic in West County for the period from April

☒ APPROVE

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Cynthia Belon,  
925-957-5201

By: , Deputy

BACKGROUND: (CONT'D)

1, 2013 through March 31, 2014.

Approval of Contract #74-459-1 will allow the Contractor to continue to provide professional outpatient psychiatric services through March 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring professional outpatient psychiatric services will not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Change Order to Purchase Order with KCI USA, Inc.

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a change order to Blanket Purchase Order #F49163 with KCI USA, Inc. to add \$200,000 for a new total of \$299,000 for canisters, dressings, drapes, and numerous other medical supplies for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period from October 1, 2013 through September 30, 2014.

**FISCAL IMPACT:**

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

**BACKGROUND:**

KCI, USA, Inc. provides numerous medical supplies that are used on a daily basis to treat patients at CCRMC and Contra Costa Health Centers.

**CONSEQUENCE OF NEGATIVE ACTION:**

CCRMC will be handicapped in its ability to provide patient care.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: T Scott, C Rucker





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Contract #24-681-73(14) with LTP CarePro, Inc., (dba Pleasant Hill Manor)

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-681-73(14) with LTP CarePro, Inc., (dba Pleasant Hill Manor), a non-profit corporation, in an amount not to exceed \$192,000, to provide Augmented Board and Care Services, for the period from February 1, 2014 through January 31, 2015.

**FISCAL IMPACT:**

This Contract is funded 84% by Mental Health Realignment funds and 16% by Mental Health Services Administration Housing (MHSA). (Rate increased)

**BACKGROUND:**

This Contract meets the social needs of the County's population in that it provides augmentation of room and board, and twenty-four hour emergency residential care and supervision to eligible mentally disordered clients, who are specifically referred by the Mental Health Program Staff and who are served by County Mental Health Services. On February 26, 2013, the Board of Supervisors approved Contract #24-681-73(11)

☒ APPROVE

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COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Cynthia Belon, 957-5201

By: , Deputy

cc: D Morgan, C Rucker

**BACKGROUND: (CONT'D)**

[as amended by Contract Amendments #24-681-73(12) and #24-681-73(13)] with LTP CarePro, Inc., (dba Pleasant Hill Manor), for the period February 1, 2013 through January 31, 2014, for the provision of augmented board and care services for County-referred mentally disordered clients.

Due to a change in contractual negotiations, the Division is requesting continuation of the Contract effective February 1, 2014, to allow no disruptions in services. Approval of Contract #24-681-73(14) will allow the Contractor to continue to provide augmented board and care services, through January 31, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, County residents will not receive services provided by this contractor.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable



Contra  
Costa  
County

To: Board of Supervisors

From: William Walker, M.D.

Date: February 25, 2014

Subject: Contract #23-324-14 with Toyon Associates, Inc.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-324-14 with Toyon Associates, Inc., a corporation, in the amount not to exceed \$250,000 to provide consultation and technical assistance with regard to healthcare financial issues, in the amount not to exceed \$250,000, for the period from January 1, 2014 through December 31, 2015.

**FISCAL IMPACT:**

This Contract is funded 100% by Enterprise I funds. (No rate increase).

**BACKGROUND:**

On February 14, 2012, the Board of Supervisors approved Contract #23-324-12 (as amended by Contract Amendment Agreement #23-324-13) with Toyon Associates, Inc., to provide consultation and technical assistance with regard to healthcare financial issues, including technical research and advice, for the period from January 1, 2012 through December 31, 2013.

The Division is requesting a renewal date of January 1, 2014

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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: PAT GODLEY 957-5410

By: , Deputy

cc: D Morgan, C Rucker

BACKGROUND: (CONT'D)

to allow Contractor to continue providing to avoid any disruptions in services. Approval of Contract #23-324-14 will allow Contractor to continue providing services through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the hospital will be unable to complete the required Medicare & Medi-Cal cost reports, and will be unable to run interim cost reports to ensure that expected revenues are within the funding range included in the annual adopted budget.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra  
Costa  
County

To: Board of Supervisors

From: William Walker, M.D.

Date: February 25, 2014

Subject: Change Order to Purchase Order with Beckman Coulter, Inc.

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent on behalf of the Health Services Department to execute a Change Order to Blanket Purchase Order #F45147 with Beckman Coulter, Inc. to add \$70,000, for a new total of \$1,020,000, for reagents and supplies to perform chemistry testing and monthly meter billing in the laboratory at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from January 1, 2013 through December 31, 2013.

**FISCAL IMPACT:**

100% funding is included in the Enterprise Fund I budget.

**BACKGROUND:**

These reagents and supplies are used to perform routine chemistry testing on patient samples in the laboratory at CCRMC. Monthly billing is for various tests done and replenishment of supplies. Purchase of supplies and reagents are on an as needed basis and the monthly lease on the analyzer is billed at the rates included in the Purchase Order.

**CONSEQUENCE OF NEGATIVE ACTION:**

The CCRMC Clinical Laboratory will not be able to perform patient testing without the requested supplies and reagents.

☒ APPROVE

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: T Scott, C Rucker

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Purchase Order with Abbott Laboratories

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent, on behalf of Health Services Department, to execute a blanket Purchase Order with Abbott Laboratories, in the amount of \$600,000, for reagents for patients at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from January 1, 2014 through December 30, 2015.

**FISCAL IMPACT:**

100% funding is included in the Enterprise Fund I budget.

**BACKGROUND:**

Abbott Laboratories provides the reagents required to test specimens for HIV, Hepatitis A, B and C antibodies to detect acute HIV and Hepatitis infections in patients seen at the Contra Costa Regional Medical Center and Health Centers.

**CONSEQUENCE OF NEGATIVE ACTION:**

The laboratory tests would need to be conducted by outside laboratories at a greater cost to the County.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

☒ APPROVE

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☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Wendel Brunner, MD,  
313-6712

By: , Deputy



Contra  
Costa  
County

To: Board of Supervisors

From: William Walker, M.D.

Date: February 25, 2014

Subject: Contract #23-403-7 with Robert Half International, Inc.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-403-7 with Robert Half International, Inc., a corporation, in an amount not to exceed \$295,000, to provide temporary help services for specialized consulting and computer programming support Department's Health Services Information Technology Division, for the period from January 1, 2014 through December 31, 2014.

**FISCAL IMPACT:**

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

**BACKGROUND:**

Due to the highly specialized experience needed, the Health Services Department is in need of staffing assistance to fill numerous vacant Information Technology positions. The Department has been unsuccessful at recruiting qualified help to cover vacant positions for the specialized consulting and computer programming support needed in the Department's Health Services Information Technology.

On February 5, 2013, the Board of Supervisors approved Contract #23-403-4 (as amended by Amendment Agreement #23-403-6 ) with Robert Half International, Inc., to provide

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☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: David Runt, 313-6228

By: , Deputy

cc: K Cyr, C Rucker



**BACKGROUND: (CONT'D)**

temporary help services for specialized consulting and computer programming support to the Department's Health Services Information Technology Division, for the period January 1, 2013 through December 31, 2013.

Approval of Contract #23-403-7, will allow Contractor to continue to provide services, through December 31, 2014. General Conditions paragraphs 3. Records; 5. Termination and Cancellation; 9. Disputes; 14. Independent Contractor Status; 15. Conflicts of Interest; 16 Confidentiality; 18. Indemnifications; and 19 Insurance, along with other additional language have been modified in the Special Conditions from County's Standard format.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the Department will not receive continued support regarding the highly specialized consulting and computer programming expertise provided by the Contractor.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors

From: William Walker, M.D.

Date: February 25, 2014

Subject: Contract #74-468 with Rainbow Community Center of Contra Costa County

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-468 with Rainbow Community Center of Contra Costa County, a non-profit corporation, in an amount not to exceed \$420,187, to provide specialized behavioral health treatment services to members of the lesbian, gay, bisexual, transgender, queer and questioning (LGBTQ-2S) community and their families for the period from July 1, 2013 through June 30, 2014. This Contract includes a six-month automatic extension through December 31, 2014, in an amount not to exceed \$420,187.

**FISCAL IMPACT:**

This Contract is funded 40% by Federal Financial Participation, 40% Mental Health Service Act (MHSA) matching, 20% MHSA Community Services and Supports.

**BACKGROUND:**

This Contract meets the social needs of County's population by providing comprehensive LGBTQ-2S specific clinical services as developed and established through the performance of County Contract #74-400, a MHSA Innovations program.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Cynthia Belon, 957-5201

By: , Deputy

#### BACKGROUND: (CONT'D)

At the time of negotiations with Contractor, which took place during the automatic extension period under Novation Contract #74-400-4, it was determined by the Division to establish a separate contract to better reflect the intent of the parties. While the Contractor continued to provide services under the terms of the automatic extension, once the novation was executed there was no longer funding or contract vehicle to pay Contractor for services rendered in good faith. Due to lengthy negotiations by the parties, the contract was not processed in a timely manner therefore a retroactive start date of July 1, 2013 is being requested by the Division.

Under Contract #74-468, Contractor will provide specialty behavioral health services to the LGBTQ-2S community through June 30, 2014.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not provide specialized behavioral health services to members of the LGBTQ-2S community.

#### CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors

From: William Walker, M.D.

Date: February 25, 2014

Subject: Contract #26-614-8 with Sodexo America, LLC

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-614-8 with Sodexo America, LLC, a limited liability company, in an amount not to exceed \$385,105, for the provision management and oversight of the Environmental Services Unit at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from January 1, 2014 through December 31, 2014.

**FISCAL IMPACT:**

This Contract is funded 100% by Enterprise I Funds. Rates increased due to expansion of service responsibilities to include the Martinez Wellness Center.

**BACKGROUND:**

On January 8, 2013, the Board of Supervisors approved Contract #26-614-7 with Sodexo America, LLC to provide management and oversight of the Environmental Services Unit at Contra Costa Regional Centers including providing day-to-day on-site

☒ APPROVE

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☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: February 25, 2014

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: A Down, C Rucker

BACKGROUND: (CONT'D)

management, addressing potential problems and ensuring standards of cleanliness at Contra Costa Regional Medical Center, for the period from January 1, 2013 through December 31, 2014.

Due to lengthy negotiations and analysis regarding the expansion of service responsibilities to the Martinez Health Center, which has led to a delay in processing the Contract.

Approval of Contract #26-614-8 will allow the Contractor to provide interim management and oversight services for the Environmental Services Unit while the Department continues to recruit for a permanent replacement, through December 31, 2014.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contra Costa Regional Medical and Contra Costa Health Centers would not have management and oversight of the Environmental Services Unit.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Contract #26-306-22 with Per Diem Staffing Systems, Inc.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-306-22 with Per Diem Staffing Systems, Inc., a corporation, in an amount not to exceed \$250,000, to provide professional temporary respiratory therapist services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from February 1, 2014 through January 31, 2015.

**FISCAL IMPACT:**

This Contract is funded 100% by Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On February 12, 2013, the Board of Supervisors approved Contract #26-306-21 with Per Diem Staffing Systems, Inc., for the period from February 1, 2013 through January 31, 2014, for the provision of professional temporary respiratory therapist services to cover employee sick leaves, vacations and workers compensation leaves, at CCRMC.

The Division is requesting an effective date of February 1, 2014 to allow no disruption in services due to a delay in contractual negotiations.

Approval of Contract #26-306-22 will allow the Contractor to continue providing

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☐ RECOMMENDATION OF BOARD  
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Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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ATTESTED: February 25, 2014

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: K Cyr, C Rucker

BACKGROUND: (CONT'D)

professional temporary respiratory therapist services through January 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring professional respiratory therapist services at CCRMC will not have access to Contractor's services, which may result in a reduction in the levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Amendment #26-395-15 with Locumtenens.Com.,LLC

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-395-15 with Locumtenens.Com., LLC, a Limited Liability Company, effective November 1, 2013, to amend Contract #26-95-13 (as amended by Contract Amendment Agreement #26-395-14) and to increase the payment limit by \$150,000, from \$300,000 to a new payment limit of \$450,000, with no change in the original term of March 1, 2013 through February 28, 2014.

**FISCAL IMPACT:**

This amendment is funded 100% by Enterprise Fund I. This contract includes a revised Rate Schedule (Exhibit A) to add Hospitalist and Nocturnist services. (No rate increase)

**BACKGROUND:**

On March 19, 2013, the Board of Supervisors approved Contract #26-395-13 (as amended by Contract Amendment Agreement #26-395-14) with Locumtenens.Com., LLC for the provision of temporary physicians to ensure appropriate medical physician coverage at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from March 1, 2013 through February 28, 2014, with modifications

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: David Goldstein, M.D.  
370-5525

By: , Deputy

cc: A Floyd, C Rucker



BACKGROUND: (CONT'D)

to the General Conditions from the standard County format.

Due to an increase in utilization and a delay in invoice processing, the division is requesting an effective date of November 1, 2013 for this amendment including a request to add two new physician classes to the revised rate schedule of the contract.

Approval of Contract Amendment Agreement #26-395-15 increases the payment limit and modifies the rate schedule and to add two new classifications of temporary Hospitalist and Nocturnist physician services through February 28, 2014.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring these services at Contra Costa Regional Medical and Contra Costa Health Centers will not have access to Contractor's services which may result in a reduction of overall services to the community.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Contract #26-583-16 with Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia)

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-583-16 with Specialty Laboratories Inc. (dba Quest Diagnostics Nichols Institute of Valencia), a corporation, in an amount not to exceed \$950,000, for the provision of outside clinical laboratory services for Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from January 1, 2014 through December 31, 2014.

**FISCAL IMPACT:**

This Contract is 100% funded by Enterprise Fund I. As appropriate, patients and third party payors will be billed for services. No rate increase.

**BACKGROUND:**

Certain laboratory tests require equipment not available at Contra Costa Regional Medical Center's laboratory and are rarely requested tests. Because of the large number and diversity of laboratory tests used by the medical community to make diagnoses, most hospitals have to utilize outside laboratories, as it is too cost prohibitive to provide all tests on site. Contra Costa

☒ APPROVE

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Anna Roth, 370-5101

By: , Deputy

cc: K cyr, C Rucker

BACKGROUND: (CONT'D)

County has used the services of outside laboratories for over twenty-five years.

On April 9, 2013, the Board of Supervisors approved Contract #26-583-14 (as amended by Amendment Agreement #26-583-15) with Specialty Laboratories, Inc., to provide outside laboratory services for CCRMC, for the period from January 1, 2013 through December 31, 2013.

Due to the delay in receiving Contractor's current price list in mid-January, the Division was not able to finalize the Contract terms and is therefore requesting a continuation of Contract with no disruption in service.

Approval of Contract #26-583-16 will allow the Contractor to continue to provide outside clinical laboratory services, through December 31, 2014.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients needing specialized laboratory testing at CCRMC will not have access to Contractor's services, which may result in a reduction in the levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Contract #74-286-11 with Crestwood Behavioral Health, Inc.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-286-11 with Crestwood Behavioral Health, Inc., a corporation, in an amount not to exceed \$1,326,585, to provide day treatment and mental health services to severely and persistently mentally ill (SPMI) adults, for the period from January 1, 2014 through December 31, 2014.

**FISCAL IMPACT:**

This Contract is funded 44% by Federal Financial Participation, 26% by State Mental Health Services Act (MHSA), and 30% by Mental Health Realignment (No rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing transitional residential treatment, rehabilitative services, medication support, and mental health services to SPMI adult clients at its Crestwood Healing Center.

On January 15, 2013, the Board of Supervisors approved Contract #74-286-9 (as amended by Amendment Agreement #74-286-10) with Crestwood Behavioral Health, Inc., for the period

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Cynthia Belon, 957-5201

By: , Deputy

cc: A Down, C Rucker

**BACKGROUND: (CONT'D)**

from January 1, 2013 through December 31, 2013, for the provision of day treatment and mental health services to SPMI adults.

Due to lengthy negotiations, the Division was not able to process this Contract in a timely manner. During the time of negotiations, Contractor continued to provide services in good faith to County Clients so as to not interrupt services to Clients in need.

Approval of Contract #74-286-11 will allow the Contractor to continue providing services through December 31, 2014, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, County's SPMI clients will have reduced access to the mental health treatment services that they require.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Contract #24-719 with Mental Health Association of Alameda County

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-719 with Mental Health Association of Alameda County, a non-profit corporation, in an amount not to exceed \$255,620, to provide a Patients' Rights Program for the period from January 1, 2014 through December 31, 2014.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Realignment.

**BACKGROUND:**

This Contract meets the social needs of County's population by providing a State-mandated Patients' Rights Advocacy Program, including general advocacy and training services, Certification Review Hearing services, and Reize Capacity Hearing services.

These mandated services are being provided by this Contractor, due to an unanticipated closure of another service provider. The Division is requesting January 1, 2014 as the start date to avoid any interruptions in services to the clients under this contract.

Under

☒ APPROVE

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Cynthia Belon, 957-5201

By: , Deputy

cc: A Down, C Rucker

BACKGROUND: (CONT'D)

Contract #24-719, Contractor will provide services through December 31, 2014.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not have a Patients' Rights Advocacy Program and will be out of compliance with the performance contract with the State Department of Mental Health, putting funding for the Department's mental health programs at risk.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra  
Costa  
County

To: Board of Supervisors

From: William Walker, M.D.

Date: February 25, 2014

Subject: Contract #24-721 with Indu Talwar, M.D.

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #24-721 with Indu Talwar, a self-employed individual, in an amount not to exceed \$236,600, to provide professional psychiatric services at the West County Mental Health Clinic for the period from March 1, 2014 through February 28, 2015.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Realignment. (No rate increase)

**BACKGROUND:**

For a number of years the County has contracted with medical, Dental and Mental Health Specialists to provide specialized professional services that are not otherwise available in its Hospital and Health Centers.

Under Contract #24-721, Contractor will professional psychiatric services for mentally ill adults at the West County Mental Health Clinic for the period from March 1, 2014 through February 28, 2015.

☒ APPROVE

☐ OTHER

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Cynthia Belon,  
925-957-5201

By: , Deputy



CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring professional psychiatric mental health services will not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Amendment Agreement #28-700-19 with the California Department of Public Health

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Amendment Agreement #28-700-19 (State #EPO 12-08) with the California Department of Public Health, effective July 1, 2013, to amend Agreement #28-700-18, to increase the total payment to County by \$180,591 from \$1,374,298 to a new total Payment Limit of \$1,554,889, with no change in the original term of July 1, 2013 through June 30, 2014.

**FISCAL IMPACT:**

Approval of this Amendment Agreement will result in an increase of \$180,591 to a new total of \$1,554,889 of funding from the California Department of Public Health Centers for Disease Control and Prevention (CDC) for the Public Health Emergency Preparedness, and Hospital Preparedness Program (HPP) & Comprehensive Program through June 30, 2014. No County funds are required.

**BACKGROUND:**

The California Department of Public Health has agreed to fund multiple Public

☒ APPROVE

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COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: WENDELL BRUNNER, M.D.,  
313-6712

By: , Deputy

cc: D Morgan, C Rucker

**BACKGROUND: (CONT'D)**

Health Emergency Preparedness activities including, but not limited to, the Centers for Disease Control (CDC) preparedness activities, the Cities Readiness Initiative (CRI) activities, State General Fund Pandemic Influenza preparedness and Hospital Preparedness Program activities, for the County's Public Health Emergency Preparedness Response Program. Contra Costa Health Services (CCHS) will utilize these funds to respond to any disease outbreaks in Contra Costa County.

On August 13, 2013, the Board of Supervisors approved Contract #28-700-18 with the California Department of Public Health for the provision of maintaining County's Public Health Emergency Preparedness Response Program for the period July 1, 2013 through June 30, 2014

Approval of this Amendment Agreement #28-700-19 will allow County funding for continuation of the Public Health Emergency Response Program, through June 30, 2014.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, County will not be able to continue to develop and test all hazards health emergency preparedness activities and hospital preparedness in response to any disease outbreaks in Contra Costa County.

**CHILDREN'S IMPACT STATEMENT:**

**Not Applicable**



Contra  
Costa  
County

To: Board of Supervisors

From: David O. Livingston

Date: February 25, 2014

Subject: Purchase Order - Surtec, Inc.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with Surtec Inc. in the amount of \$160,000 to supply the County's detention facilities with custodial supplies/specialty products and janitorial equipment repair for the period of March 1, 2014 through February 28, 2015.

**FISCAL IMPACT:**

\$160,000. 100% General Fund; Budgeted

**BACKGROUND:**

Surtec Inc. supplies the solutions for the 40 specialized disinfectant dispensers which are installed in all 3 detention facilities. These are dispensers with locks, specifically for the jail environment to keep the inmates from having physical contact with the chemicals. This vendor carries the majority of the cleaning solutions used in facilities that keeps the County detention facilities in compliance with the strict requirements of the Board of Corrections' annual facility inspections and of the State's regulations.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Sheriff's Office will be unable to execute the purchase order and received required goods from the vendor for general cleaning and maintenance of the County adult detention facilities.

☒ APPROVE

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Liz Arbuckle,  
925-335-1529

By: , Deputy

cc: Liz Arbuckle, Heike Siewell, Tim Ewell

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston  
Date: February 25, 2014

Subject: Armored Transport Services

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with GARDA CL WEST, Inc., in an amount not to exceed \$30,000 for armored transport services for the period February 1, 2014 through January 31, 2015, with an option to purchase up to an additional two (2) one year options-of-service.

**FISCAL IMPACT:**

100% County General Fund; Budgeted.

**BACKGROUND:**

The Office of the Sheriff's Fiscal Unit requires the use of an armored transport service to pick up and deposit currency, coins, checks, securities and documents for facilities within the Department. The contract has been reviewed and approved as to form by County Counsel.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this armored transport service contract is not approved the Office of the Sheriff will not have service from this provider. The disruption in service would cause a significant challenge to our department. The Office of the Sheriff provides necessary services that are a vital part of having this contract in place.

**CHILDREN'S IMPACT STATEMENT:**

No impact.

☒ APPROVE

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☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Mary Jane Robb 335-1557

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors

From: Ed Woo

Date: February 25, 2014

Subject: Medtel Arcata 2826 Dual Mode Phones

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Chief Information Officer, a purchase order with Allied Affiliated Funding in an amount not to exceed \$105,000 for the purchase of Medtel Arcata 2826 Dual Mode telephones.

**FISCAL IMPACT:**

The cost is charged back to the user departments via the DoIT billing process.

**BACKGROUND:**

The Department of Information Technology Telecommunications Division is in the process of replacing several digital PRI Interface Modules that are installed in many of the County Wide Telephone Systems (PBX's). In addition, the Division is upgrading to Digital ATT Primary Rate Interface (PRI) voice line service. This will provide a more reliable phone service.

**CONSEQUENCE OF NEGATIVE ACTION:**

These replacements are necessary to keep the County's telephone network operational.

**CHILDREN'S IMPACT STATEMENT:**

No impact.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Ed Woo (925) 383-2688

By: , Deputy

cc:



To: Board of Supervisors  
 From: Mary N. Piepho  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: 2013 Annual Report from the Discovery Bay P-6 Zone Citizen Advisory Committee

**RECOMMENDATION(S):**

RECEIVE and ACCEPT the 2013 Annual Report submitted by the Discovery Bay P-6 Zone Citizen Advisory Committee, as recommended by Supervisor Piepho.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, on the second Tuesday of December.

The attached reports fulfill this requirement for the Discovery Bay P-6 Zone Citizen Advisory Committee.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the report is not accepted, the committee will not be in compliance with Resolution No. 2002/377.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Karyn Cornell, (925)  
 252-4500

By: , Deputy

cc:



CHILDREN'S IMPACT STATEMENT:

Not applicable.

## Discovery Bay P-6 Zone Citizen Advisory Committee

Submitted by:  
Dannica Earl, Chair

### Activities and Accomplishments

The primary goal of the Discovery Bay P-6 Zone Citizen Advisory Committee (DB P-6 CAC) in 2013 was to continue to be the connection between the residents of Discovery Bay with the County regarding Sheriff's services.

During 2013 the Discovery Bay P-6 Zone CAC activities and efforts included:

- The committee dedicated itself to the safety of the local school children by working with the Sheriff's Office, Supervisor Piepho's Office and the Byron Union School District to fund an SRO for the 2013-2014 school year.
- Discussed the Discovery Bay P-6 Zone Expenditure Plans and the Current Fund Balance.
- The Discovery Bay P-6 Zone CAC members continued to work with the Sheriff's Office and Crime Specialist regarding benefits for the Discovery Bay community.
- The committee continued to serve as an outlet for residents to discuss concerns regarding public safety in the community.

### Members in 2013

- Chair Dannica Earl
- Vice Chair Richard Kane
- Committee member Diane Stevens
- Committee member Bob Mankin
- Committee member Gaylin Zeigler

### Attendance in 2013

January- Vice Chair Kane and Committee member Stevens absent

April- Chair Earl absent

July- Chair Earl and Committee member Mankin

October- All members present

## Discovery Bay P-6 Zone Citizen Advisory Committee Objectives for 2014

The Discovery Bay P-6 Zone Citizen Advisory Committee's priorities for 2014 will continue to be to provide the Discovery Bay community with the opportunity to communicate with the Sheriff's Department.

We will continue to work on:

- 1.) Efforts to secure funding, outside of the DB P-6 funds, for a School Resource Officer for the Byron Union School District and anti-bullying effort programs.
- 2.) Work with the Sheriff's Department to make public safety a priority in the community.
- 3.) Serve as an outlet for residents to discuss concerns regarding public safety in the community.
- 4.) Work to increase programs to educate youth regarding public safety and expand youth programs in the community.

The Discovery Bay P-6 Zone CAC is currently scheduled to meet quarterly on the 3<sup>rd</sup> Tuesday of the month at 7:30 located at the Town of Discovery Bay Office at 1800 Willow Lake Road in Discovery Bay.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston  
Date: February 25, 2014  
Subject: Court Security  
Upgrades

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to reimburse the Superior Court in an amount up to \$150,000 for costs associated with upgrading security systems in various Contra Costa County Superior Court locations, as recommended by the Sheriff-Coroner.

**FISCAL IMPACT:**

All costs will be reimbursed by Trial Court Funding. No change to Net County Cost.

**BACKGROUND:**

The State is in the process of upgrading its security systems in the Courts with the purchase of bullet proof glass, security cameras, ballistic podiums, ballistic shields and upgrades to its weapon systems in order to protect personnel and the public.

The Courts handle trials and hearings of a serious nature on a daily basis. Recent violent events across the country are a reminder of the importance of security efforts. These upgrades are essential for the protection of staff, both sworn and non-sworn, working in the Courts in the event of a serious incident or violent encounter.

**CHILDREN'S IMPACT STATEMENT:**

No impact.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Liz Arbuckle, 335-1529

By: , Deputy

cc: Liz Arbuckle, Heike Siewell, Tim Ewell



To: Board of Supervisors  
 From: Julia R. Bueren  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: APPROVE and AUTHORIZE Advertisement for Improvements to Tamalpais Unit at Old Juvenile Hall, 202 Glacier Drive, Martinez.

**RECOMMENDATION(S):**

1. APPROVE the design and bid documents, including the plans and specifications, for

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Rob Lim, (925) 313-2000

By: , Deputy

#### RECOMMENDATION(S): (CONT'D)

Improvements at Tamalpais Unit at Old Juvenile Hall, 202 Glacier Drive, Martinez, for Probation Department.

2. DETERMINE that the project is a California Environmental Quality Act (CEQA) Class 1a, Categorical Exemption; DIRECT the Director of Conservation and Development, or designee, to promptly file a Notice of Exemption with the County Clerk; and DIRECT the Public Works Director, or designee, to arrange for payment of the \$25 handling fee to the County Clerk for filing the Notice of Exemption and the \$25 handling fee to the Department of Conservation and Development for processing costs.
3. AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about April 3, 2014, and issue bid addenda, as needed, for clarification of the bid documents, provided the involved changes do not significantly increase the construction cost estimate.
4. DIRECT the Clerk of the Board to publish, at least 14 calendar days before the bid opening date, the Notice to Contractors in accordance with Public Contract Code Section 22037, inviting bids for this project.
5. DIRECT the Public Works Director, or designee, to send notices to the construction trade journals specified in Public Contract Code Section 22036 at least 15 calendar days before the bid opening date.

#### FISCAL IMPACT:

100% General Fund.

#### BACKGROUND:

Plans and specifications for the project have been prepared for the Public Works Department by H & Y Architects, Inc., and filed with the Clerk of the Board by the Public Works Director. The construction cost estimate is \$600,000 and the general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on this project.

From a historical perspective, Tamalpais is one of the newer units of the old Juvenile Hall that was closed in 2005. It is a 30 bed unit that is still considered part of the 290 beds of the facility, 240 in the new facility and 50, between Tamalpais and Monticello, in the old facility. It has been used as an overflow housing unit until as recently as 3 years ago, when the Juvenile Hall population began to slowly decline. It contains 30 individual single occupancy rooms each with a toilet and a sink. It has a dining room, classroom and an additional space for a small classroom area adjacent to the dining room. It also has two staff offices and access to a large outdoor recreation area with a basketball court. It is connected to and accessed through the new facility.

The remodeled Tamalpais Unit of the Juvenile Hall will provide for an increase in capacity of the Youthful Offender Treatment Program ("YOTP") that has a current capacity of 30 beds and is housed on the Cypress Unit of the Juvenile Hall. The Tamalpais Unit was not upgraded at the time the new facility was constructed. By upgrading the Tamalpais Unit, the YOTP would be able to expand services offered to residents of the facility by providing vocational training in addition to regular high school classes offered by the Office of Education. The YOTP was opened on October 1, 2008 and has been at capacity with a waiting list from soon after it opened. The Cypress/YOTP Unit is currently at capacity with a waiting list of 8. This delays commitments from entering the program and thus delays their opportunity to complete the program resulting in longer, costlier stays in detention. The opportunity to offer additional vocational training will provide much needed services for residents of the program, better preparing them to return to their communities. It will also afford the Probation Department the opportunity to apply for grants related to programs that offer vocational programming such as a recent Second Chance Technology Grant.

#### CONSEQUENCE OF NEGATIVE ACTION:

If the authorization to bid is not approved, the project cannot progress into the Construction Phase, the project will not be completed, and the Probation Department will continue to have long delays for commitments entering the program resulting in longer, costlier stays in custody. If not approved, the Probation Department will be unable to offer much needed vocational training to YOTP commitments that would better prepare them for their return to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Catherine Kutsuris  
Date: February 25, 2014

Subject: Allocation of \$2,023,723 in CDBG funds; \$2,646,526 in HOME funds; and \$350,000 in NSP funds as recommended by the Affordable Housing Finance Committee

**RECOMMENDATION(S):**

**APPROVE** the Affordable Housing Finance Committee recommendations for the allocation of \$2,023,723 in Community Development Block Grant (CDBG) funds (\$1,257,400 in FY 2014/15 funds and \$815,823 in Housing Development Assistance Funds [HDAF]).

**APPROVE** the Affordable Housing Finance Committee recommendations for the allocation of \$2,646,526 in HOME Investment Partnerships Act funds (HOME), (\$1,800,000 in FY 2014/15 funds and \$846,526 in HOME HDAF).

**APPROVE** the Affordable Housing Finance Committee recommendations for the allocation of \$350,000 in Neighborhood Stabilization Program funds (NSP).

**FISCAL IMPACT:**

No General Fund impact. HOME Investment Partnerships Act, Community Development Block Grant, and Neighborhood Stabilization Program funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development.

**BACKGROUND:**

The Affordable Housing Finance Committee (AHFC) is a Board-appointed committee tasked to develop funding recommendations for the Board concerning the allocation of federal funds for affordable

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kara Douglas 674-7880

By: , Deputy

cc:



## BACKGROUND: (CONT'D)

housing development. The current funding recommendations are the result of a competitive application process initiated in October of 2013. A Notice of Funding Availability was sent to over 100 jurisdictions, public agencies, affordable housing developers and interest groups active in the Urban County and Consortium area. The Department of Conservation and Development received 7 applications requesting approximately \$8.5 million (\$1 million in Community Development Block Grant funds and \$7.5 million in HOME Investment Partnerships Act funds).

The Affordable Housing Finance Committee met on February 7, 2014 to consider staff funding recommendations for Community Development Block Grant-housing, Neighborhood Stabilization Program, and HOME Investment Partnership Act projects. Members of the public, including project sponsors, were invited to attend and provide input into the allocation process. Following discussion and comment on each project, the Affordable Housing Finance Committee developed recommendations for the allocation of CDBG, NSP, and HOME funds. A summary of the applications and the Affordable Housing Finance Committee actions is attached. The funding recommendations for the housing projects are coming to the Board ahead of the rest of the CDBG projects so that project sponsors can submit applications for low income housing tax credits to the California Tax Credit Allocation Committee on March 5, 2014.

The recommendation includes the recapture of \$500,000 in HOME funds, which were awarded to BRIDGE Housing (BRIDGE) in May 2010 for the Woods Grove project in Pittsburg. BRIDGE was unable to secure additional financing to complete the project. This project has not met HOME requirements for timely expenditure of funds. Therefore, these funds are being allocated to projects that will move forward.

National Environmental Policy Act (NEPA): All Community Development Block Grant, HOME Investment Partnerships Act, Housing Opportunities for Persons with HIV/AIDS, and Emergency Solutions Grant projects are subject to National Environmental Policy Act and 24 CFR Part 58 review. The NEPA review for each project will be completed prior to entering into project agreements or other legal documents for the project.

The County will enter into various legal documents with the developers for each project. These documents may include some or all of the following: Loan Agreement, Promissory Note, Deed of Trust and Security Agreement, Regulatory Agreement, Intercreditor Agreement, Subordination Agreement, Loan Riders and Estoppels.

## Related Board Actions

The anticipated HOME grant for FY 2014/15 is only \$1.9 million. In order to support as many viable projects as possible, staff recommends HOME funds be combined with or replaced by other resources. In addition to the recommendations in this Board Order, the Board of Supervisors will consider the following recommendations on the February 25, 2014 agenda:

1. As recommended by the HOME consortium, allocate \$650,000 in Housing Opportunities for Persons with HIV/AIDS (HOPWA) to Satellite Affordable Housing for its Tabora Gardens development.
2. Allocate \$300,000 from the Summer Lake trust fund to Satellite Affordable Housing Associates for Tabora Gardens.

FY 2014/15 Community Development Block Grant, HOME Investment Partnerships Act, Neighborhood Stabilization Program, Emergency Solutions Grant and Housing Opportunities for Persons with HIV/AIDS Annual Action Plan (Action Plan): The projects allocated CDBG, NSP and HOME funds through this Board action will be incorporated into the Action Plan. The Action Plan will be submitted to the Board of Supervisors for approval on May 6, 2013.

The Action Plan describes the activities the County will undertake during the program year to address priority needs identified in the Contra Costa County FY 2010-15 Consolidated Plan. The Action Plan identifies the use of grant funds and program income received during the program year by activity, and proposed accomplishments. The Action Plan also includes actions the County proposes to undertake during the year to address obstacles in meeting

under-served persons, foster and maintain affordable housing, reduce the number of households living under the poverty level, and enhance coordination between public and private housing and social service agencies.

In order to begin the program year on time, the FY 2014/15 Action Plan must be approved by the Board and submitted to HUD by May 15, 2014.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve the Affordable Housing Finance Committee funding recommendations, the project sponsors seeking HOME Investment Partnerships Act funds will not be able to submit applications to the Tax Credit Allocation Committee and the California Debt Limit Advisory Committee on March 5, 2014.

CHILDREN'S IMPACT STATEMENT:

N/A

Community Development Block Grant and HOME Investment Partnerships Act  
FY 2014/15 Affordable Housing Program and CDBG/HOME Administration

				Funds Requested				AHFC Recommendation		
Project ID#	Sponsor	Project Name/Location	Description/Purpose	CDBG	HOME	HOPWA	Total Cost	CDBG	HOME	Other funds (a)
Objective AH-1 - Rental Housing: Expand housing opportunities for lower-income households through an increase in the supply of decent, safe and affordable housing and rental assistance.										
14-01 HSG	Satellite Affordable Housing Associates 1521 University Ave. Berkeley, CA 94703	Tabora Gardens Tabora Dr & James Donlon Antioch	New construction of 85 rental units affordable to and occupied by very-low income senior households. <i>Project received previous allocation of \$800,000 in Summer Lake trust and \$200,000 in NSP funds.</i>		\$1,500,000	\$500,000	\$23,431,256	\$350,000 NSP	\$700,000	\$650,000 HOPWA, \$300,000 more in Summer Lake Trust
14-02 HSG	Resources for Community Development 2220 Oxford Street Berkeley, CA 94596	Riviera Family Apartments 1515 and 1716-1738 Riviera Street Walnut Creek	New construction of 56 rental units affordable to and occupied by very-low income family and special needs households.		\$2,000,000	\$1,000,000	\$27,291,974		\$50,000	\$500,000
14-03 HSG	Eden Housing, Inc. 22645 Grand St. Hayward, CA 94541	San Pablo Mixed-Use Apt 10848 and 10860 San Pablo Ave El Cerrito	New construction of 63 rental units affordable to and occupied by low and very-low income seniors.		\$2,500,000		\$26,544,737	\$625,000	\$150,000	
Objective AH-2 - Homeownership: Increase homeownership opportunities for lower-income households.										
14-04 HSG	Habitat for Humanity East Bay Silicon Valley 2619 Broadway Oakland, CA 94612	Muir Ridge Heron, Weatherly, Kingswood, and Ranchita at Pacheco Blvd Martinez	New construction of 12 homes affordable to and occupied bylow income households.		\$1,500,000		\$4,198,362		\$1,500,000	
Objective AH-3 - Preservation: Maintain and preserve the affordable housing stock										
14-05 HSG	CCC DCD 30 Muir Road Martinez, CA 94553	Neighborhood Preservation Program Urban County	Provision of 25 zero and low interest loans & grants for rehab of housing owned and occupied by very-low and low-income HHs. <i>Total budget includes \$300,000 in anticipated program income.</i>	\$700,000			\$1,000,000	\$700,000		
Objective AH-5 - Special Needs Housing: Increase the supply of appropriate and supportive housing for special needs populations.										
Objective AH-6 - Preservation: Preserve existing special needs housing.										
Objective AH-7 - Supportive Housing: Adapt or modify existing housing to meet the needs of special needs populations										
14-06 HSG	Community Energy Services Corporation 1013 Pardee St. # 201 Berkeley, CA 94710	Healthy Homes West County	To provide multi-trigger asthma assessment, remediation, and education to 40 low-income households where people with asthma reside.	\$90,000			\$90,000	\$90,000		

				Funds Requested				AHFC Recommendation		
Project ID#	Sponsor	Project Name/Location	Description/Purpose	CDBG	HOME	HOPWA	Total Cost	CDBG	HOME	Other funds (a)
14-07 HSG	Community Energy Services Corporation 1013 Pardee St. # 201 Berkeley, CA 94710	Home Repair West County	To provide free safety home repairs to 75 low income residents.	\$180,000			\$198,000	\$125,000		
<b>Objective CD-5 - Landlord/Tenant Counseling and Fair Housing Services:</b> Continue to promote fair housing activities and affirmatively further fair housing.										
14-__-PS	See Public Service table	Fair Housing (b) Urban County	Fair housing counseling and legal services	\$52,000			\$52,000	\$52,000		
<b>Other - Administration, project delivery, and reserved funds</b>										
14 - HDAF	CCC DCD 30 Muir Road Martinez, CA 94553	Housing Development Assistance Fund	Funds reserved for projects					\$386,723	\$1,526	
14 - Admin	CCC DCD 30 Muir Road Martinez, CA 94553	Project Administration	HOME and CDBG project administration					\$65,000	\$180,000	
14-	CCC DCD 30 Muir Road Martinez, CA 94554	Project delivery	Project delivery reserve for legal costs, and compliance					\$30,000	\$65,000	
<b>APPLICATION TOTAL FY 2014/15</b>				<b>\$1,022,000</b>	<b>\$7,500,000</b>	<b>\$1,500,000</b>	<b>\$82,806,329</b>	<b>\$2,073,723</b>	<b>\$2,646,526</b>	
<b>FUNDS AVAILABLE FY 2014/15 FUNDING CYCLE</b>										
FY 2014/15 Grant Allocation (estimated)				\$1,257,900	\$1,800,000					
FY 2013/14 Housing Development Assistance Fund balance (including \$500,000 in HOME funds recaptured from Woods Manor)				\$815,823	\$846,526					
<b>Net funds available for projects</b>				<b>\$2,073,723</b>	<b>\$2,646,526</b>					
<b>Notes (a)</b> "Other funds" include Summer Lake Affordable Housing fees, Neighborhood Stabilization Program, and Housing Opportunities for Persons with HIV/AIDs										
(b) Per federal regulations, 15 percent of each year's allocation of HOME funds must be used for projects sponsored, owned, or developed by Community Housing Development Corporations (CHDO). This requirement can be met on a cumulative basis.										
(c) Staff recommendation for fair housing service provider goes to the Family and Human Services Committee										



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Catherine Kutsuris  
Date: February 25, 2014

Subject: Allocation of \$650,000 in Housing Opportunities for Persons with HIV/AIDS funds as recommended by the Director of Conservation and Development

**RECOMMENDATION(S):**

APPROVE the allocation of \$650,000 in Housing Opportunities for Persons with HIV/AIDS (HOPWA) funds to Satellite Affordable Housing Associates for the Tabora Gardens project in Antioch.

**FISCAL IMPACT:**

No General Fund impact. The funds are provided to Contra Costa County from the Department of Housing and Urban Development (HUD) through the City of Oakland, as administering agent.

Housing Opportunities for Person with HIV/AIDS (HOPWA) Program – CFDA# 14.241.

**BACKGROUND:**

The National Affordable Housing Act (Public Law 101-625, approved November 28, 1990) authorizes the HOPWA Program to provide states and localities with resources to devise long-term comprehensive strategies for meeting the housing needs of persons with HIV/AIDS and related diseases.

The City of Oakland distributes funds to Contra Costa County on a formula basis. The County administers these funds on behalf of the County and its cities. These funds may be used for acquisition, rehabilitation and new construction of housing; supportive services; housing information services; and certain other housing related activities for low-income persons

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kara Douglas 674-7880

By: , Deputy

cc:

BACKGROUND: (CONT'D)

with HIV/AIDS.

The Satellite Affordable Housing Associates' (SAHA) Tabora Gardens project will provide 85 units of rental housing affordable to and occupied by lower-income seniors in Antioch. This allocation of HOPWA funds is in addition to recommended allocations of \$700,000 in HOME funds, \$350,000 in Neighborhood Stabilization funds, and \$300,000 in Summer Lake Affordable Housing Trust funds, which are also on the February 25, 2014 Board of Supervisors agenda.

National Environmental Policy Act (NEPA): All CDBG, HOME, HOPWA, and ESG projects are subject to NEPA and 24 CFR Part 58 review. The NEPA review for each project will be completed prior to entering into project agreements or other legal documents for the project.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve this additional allocation of HOPWA funds, SAHA will not be able to apply for competitive for low income housing tax credits on March 4, 2014.

CHILDREN'S IMPACT STATEMENT:

N/A



Contra  
Costa  
County

To: Board of Supervisors  
From: Catherine Kutsuris  
Date: February 25, 2014

Subject: Allocation of \$300,000 in Summer Lake Affordable Housing funds to Satellite Affordable Housing Associates for its Tabora Gardens project in Antioch

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the allocation of \$300,000 in Summer Lake Affordable Housing trust funds to Satellite Affordable Housing Associates for the 85 unit Tabora Gardens affordable rental project in Antioch.

**FISCAL IMPACT:**

100% Summer Lake Affordable Housing Trust funds.

**BACKGROUND:**

In May 2006, the County and the City of Oakley entered into an agreement related to the transition of municipal services, collection of fees, and maintenance of infrastructure upon annexation of the East Cypress Corridor Specific Plan area. Through this agreement, Oakley agreed to transfer a fee of \$3,333 for each residential permit issued for Summer Lake (Summer Lake Affordable Housing fee). To date, fees have been collected on 512 units, totaling \$1,706,496. These fees are required to be expended in East County.

In October 2013, Department of Conservation and Development staff issued a Notice of Funding Availability for Federal HOME Investment Partnerships Act and Community Development Block Grant funds. The requests for HOME funds exceeded available resources by 3:1. In order to fund as many good projects as possible, County staff is recommending Summer Lake Affordable Housing funds be allocated to Satellite Affordable Housing Associates (SAHA) for its Tabora Gardens Apartment project in Antioch. Tabora Gardens will provide 85 new rental units affordable to and occupied by very-low income seniors.

This recommendation is in addition to the \$800,000 in Summer Lake

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kara Douglas 674-7880

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

Affordable Housing funds and \$200,000 in Neighborhood Stabilization Program funds allocated in 2013. It is also in addition to additional recommendations for \$200,000 in Neighborhood Stabilization Program, and \$650,000 in Housing Opportunities for Persons with HIV/AIDS funds which are also on the February 25, 2014 Board of Supervisors agenda.

Tabora Gardens has already undergone State and Federal Environmental reviews (CEQA and NEPA). The County will enter into various legal documents with the SAHA for this project. These documents may include some or all of the following: Loan Agreement, Promissory Note, Deed of Trust and Security Agreement, Regulatory Agreement, Intercreditor Agreement, Subordination Agreement, Loan Riders and Estopples.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the Board does not approve the funding recommendations, SAHA will not be able to submit applications to the Tax Credit Allocation Committee on March 4, 2014.

**CHILDREN'S IMPACT STATEMENT:**

N/A





Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa  
Date: February 25, 2014

Subject: Referral to Finance Committee Review of Visa Credit Card Service Fees

**RECOMMENDATION(S):**

REFER to the Finance Committee of the Board of Supervisors a review of Visa credit card service fees under the Government and Higher Education Payment Program, and the applicability and impact of allowing other qualifying and interested County departments to pass payment service fees on to the public/customer.

**FISCAL IMPACT:**

There is no fiscal impact from this recommended action.

**BACKGROUND:**

On February 25, 1997, the Board of Supervisors authorized County departments to accept credit card payments from the public/customers for the payment of various fines and fees. The authorization provided greater flexibility for the public to pay fees and fines without imposing additional fees. Therefore, departments accepting credit card payments must treat the bank card company fees as a departmental expense. Since these fees are absorbed as a departmental expense, they do not offset revenues.

In November of 2012, Visa, a leading electronic payment company, implemented

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Enid Mendoza, (925)  
335-1039

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

the Government and Higher Education Payment Program. This program is an expansion of a 2006 pilot program, which authorized tax agencies to pass credit card processing fees to the consumer without violation, by including qualifying “non-taxing” merchants. The Board Order approved by the Board of Supervisors on February 25, 1997 was consistent with the 2006 pilot program since it did not apply to the use of credit cards payments for tax collections. However, with Visa’s Government and Higher Education Payment Program, other County departments that may be qualified as government and higher education merchants, are not authorized to pass service fees to the public/customer under current Board authorization.

The Treasurer-Tax Collector has identified 16 Contra Costa County departments that currently accept credit card payments by the public/customer do not qualify as a tax agency, and therefore must absorb the 2-3% transaction fee. The Treasurer-Tax Collector recently contracted the services of a third-party processor for property tax payments and the vendor is offering to provide web and/or point-of-sale transactions at little or no cost to other County departments and at a reasonable cost to the public/customer. In order for interested departments to accept this offer, credit card payment service fees would be passed on to the public/consumer. Since the February 25, 1997 Board Order does not allow for non-taxing departments to pass the fee on to the public/consumer, they are unable to choose to accept the services proposed by the Treasurer-Tax Collector’s contractor in accordance with the Visa Government and Higher Education Payment Program.

Therefore, the County Administrator is requesting a Finance Committee review of Visa credit card service fee/s as stated in the Government and Higher Education Payment Program, and the applicability and impact of allowing other qualifying and interested County departments to pass payment service fees on to the public/customer.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors

From: Catherine Kutsuris

Date: February 25, 2014

Subject: Preparation of FY 2015-2019 Consolidated  
Plan

**RECOMMENDATION(S):**

APPROVE the process for the preparation of the FY 2015-19 Contra Costa Consortium Consolidated Plan for the use of Community Development Block Grant (CDBG) Program, HOME Investment Partnership (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program funds.

**FISCAL IMPACT:**

No General Fund impact. CDBG and HOME funds are provided to the County on an annual allocation basis through the U.S. Department of Housing and Urban Development (HUD). The County and Consortium Cities (cities of Antioch, Concord, Pittsburg, and Walnut Creek) will prepare the Consolidated Plan "in house" with an estimated total cost of \$20,000, to be paid by FY 2014/15 CDBG administration funds and FY 2014/15 HOME administration funds. CFDA Nos.: 14.218 (CDBG) and 14.239 (HOME).

**BACKGROUND:**

The Contra Costa Consortium was established in FY 1994 for purposes of participating in the HOME Investment Partnership Act (HOME) Program. Consortium Members include Contra Costa County as the Urban County Representative and the cities of Antioch, Concord, Pittsburg, and Walnut Creek. As the designated Consortium Representative, the County is authorized to act on behalf of the Consortium. The Urban County consists of all the unincorporated

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Gabriel Lemus, 674-7882

By: , Deputy

cc:

### BACKGROUND: (CONT'D)

areas of the County plus the cooperating incorporated cities of Brentwood, Oakley, Martinez, Pleasant Hill, Clayton, Lafayette, Orinda, San Ramon, Hercules, Pinole, San Pablo, El Cerrito, and the towns of Danville and Moraga.

The Consortium receives CDBG, HOME, ESG and HOPWA funds on an annual allocation basis through HUD. In order to receive funding through these programs, Consortium Members are required to prepare a five-year Consolidated Plan. The purpose of the plan is to assess housing and community development needs in the Consortium area and provide a comprehensive five-year strategy designed to:

- increase and maintain the supply of affordable and supportive housing for low-income and special needs populations, including the homeless;
- create a suitable living environment through neighborhood revitalization and improvements in public facilities and services; and
- expand economic opportunities for lower income households.

The Consortium currently has an approved Consolidated Plan covering FY 2010-2014. In order to continue to qualify for the receipt of federal funds, the Consortium must prepare a new five-year Plan beginning with FY 2015/16. The Plan must meet federal requirements and be approved by HUD prior to the beginning of the FY 2015/16 program year.

HUD requires that the Consolidated Plan be submitted electronically by May 15, 2015. The Consortium's Consolidated Plan will be submitted as one document, with the County being the designated lead agency for the submittal of the final Consortium Consolidated Plan.

County and Consortium Cities staff have prepared a schedule to complete the final FY 2015- 2019 Consolidated Plan in time to submit to HUD by May 15, 2015. The proposed time-line is as follows:

- Project Initiation / Startup Meeting: February 2014
- On-line Survey: April 2014
- Community Needs Meetings: April- June 2014
- Meetings with cooperating incorporated cities: April - June 2014
- Meetings with Subcommittees/Advisory Bodies to discuss recommendations of the Consolidated Plan priorities: September 2014
- Administrative Draft of Consolidated Plan: December 2014
- Public Review of Draft Plan: January - February 2015
- Consortium Jurisdictions Adopt Consolidated Plan: April 2015
- Submission of Plan to HUD: May 15, 2015

### CONSEQUENCE OF NEGATIVE ACTION:

If the recommendation is not approved, the County would not be eligible to receive its yearly CDBG, HOME, and ESG program entitlement funds through the Department of Housing and Urban Development.

### CHILDREN'S IMPACT STATEMENT:

Most of the projects and programs funded with CDBG, HOME, ESG, and HOPWA funds address at least one of the five community outcomes established in the Children's Report Card.



To: Board of Supervisors  
 From: Robert Campbell  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: County of Contra Costa Community Facilities District No. 2001-1 (Norris Canyon)

**RECOMMENDATION(S):**

ACCEPT the Fiscal Year 2013/14 Community Facilities District Administration Report on County of Contra Costa Community Facilities District No. 2001-1 (Norris Canyon) as required by Sections 50075.3 and 53411 of the California Government Code.

**FISCAL IMPACT:**

None. The report relates to Special Taxes approved by voters and bonds issued and secured by said Special Taxes.

**BACKGROUND:**

On June 5, 2001 the Contra Costa County Board of Supervisors (Board) authorized the establishment of Community Facilities District No. 2001-1 (Norris Canyon). The creation of the Community Facilities District (CFD) authorized the levy of a Mello-Roos Special Tax on the Norris Canyon Estates subdivision in the San Ramon area. The action of the Board also authorized the issuance of bonded indebtedness secured by the approved Special Tax in the amount of \$7,220,000. The (CFD) bonds were issued on June 14, 2001.

On December 11, 2012, the Board authorized the refinancing

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kristen Lackey, (925)  
 674-7888

By: , Deputy

### **BACKGROUND: (CONT'D)**

of the 2001 Special Tax Bonds in order to lower the annual debt service on the bonds. The 2013 Special Tax Refunding Bonds were issued on January 24, 2013.

The California Government Code Sections 50075.3 and 53411 require that specified information be provided to the Board of Supervisors on an annual basis. The report requirements include information on Mello-Roos CFD Special Taxes collected and CFD Bond issued. The attached CFD Administration Report fulfills the requirement of the Government Code. The reporting requirements are summarized below:

#### **Section 50075.3**

*Item (a): Identify amount of special taxes that have been collected and expended.*

*Response to Item (a):* The fiscal year 2012-13 special tax levy was \$533,209. Since the CFD is on the County Teeter Plan, the full amount of the tax levy was remitted to the CFD. The total levy was used to pay debt services in March and September 2013 on the CFD bonds as well as administrative costs for the CFD.

*Item (b): Identify the status of any project required or authorized to be funded by the special taxes.*

*Response to Item (b):* All CFD No. 2001-1 improvements have been completed and accepted by the Public Works Department of the County.

#### **Section 53411**

*Item (a): Identify the amount of bonds that have been collected and expended.*

*Response to Item (a):* A total of \$7,220,000 in special tax bonds was issued by the County on June 14, 2001. Upon issuance of the bonds, \$6,000,000 from bond proceeds was deposited into the Improvement Fund and has been used to acquire the CFD No. 2001-1 improvements from the developer. An additional \$170,000 was used to pay the costs of issuing the bonds. Approximately \$417,000 was deposited in the Reserve Fund, and the remaining \$487,000 was deposited in the Bond Fund to be used for capitalized interest.

The Series 2001 Bonds were refunded and defeased on January 24, 2013 by the issuance of \$5,605,000 in special tax refunding bonds. An Original Issue Premium of \$20,460, together with available moneys from the Series 2001 Bonds in the amount of \$767,049, left a total of \$6,392,508 in bond proceeds to be expended. Upon issuance of the bonds, \$5,947,529 from bond proceeds was deposited into the Refunding Fund, to be used to redeem all of the outstanding Series 2001 Bonds. An additional \$207,063 was deposited into the Reserve Fund. The remaining \$237,917 was used to pay the costs of issuing the Series 2013 Special Tax Refunding Bonds.

*Item (b): Identify the status of any project required or authorized to be funded from bond proceeds:*

*Response to Item (b):* All CFD No. 2001-1 improvements have been completed and accepted by the Public Works Department of the County.

Not part of the Government Code required report, but provided as a matter of information is the following information on the incidence of delinquencies within the District. The total amount collected by the County for the fiscal year 2012-13 CFD special tax levy was \$533,209 pursuant to the Teeter Plan. The property owner of one parcel was delinquent a total of \$1,968 in payments of the fiscal year 2012-13 CFD special tax levy. The delinquency percentage in the District is 0.37%, which is below the threshold for which the County is obligated to take affirmative action to remedy.

### **CONSEQUENCE OF NEGATIVE ACTION:**

None.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



GOODWIN CONSULTING GROUP

**COUNTY OF CONTRA COSTA  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
(NORRIS CANYON)**

**CFD TAX ADMINISTRATION REPORT  
FISCAL YEAR 2013-14**

**January 2, 2014**



***Community Facilities District No. 2001-1***  
***CFD Tax Administration Report***

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## ***EXECUTIVE SUMMARY***

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The following summary provides a brief overview of the main points from this report regarding the County of Contra Costa Community Facilities District No. 2001-1 (Norris Canyon) (“CFD No. 2001-1” or the “CFD”):

### **Fiscal Year 2013-14 Special Tax Levy**

<b>Number of Taxed Parcels</b>	<b>Total Special Tax Levy</b>
292	\$428,685

For further detail regarding the special tax levy, or special tax rates, please refer to Section IV of this report.

### **Development Status for Fiscal Year 2013-14**

<b>Land Use Category</b>	<b>Parcels or Acres</b>
Residential Property	292 parcels *
Other Property	0 parcels
Undeveloped Property	43.9 acres

*\* Does not include eight parcels that have prepaid their special tax obligation.*

For more information regarding the status of development in CFD No. 2001-1, please see Section V of this report.

### **Delinquency Summary**

<b>Delinquent Amount for FY 2012-13 (as of August 28, 2013)</b>	<b>Total Levy for FY 2012-13</b>	<b>Delinquency Rate</b>
\$1,968	\$533,209	0.37%

For additional delinquency information, including historical delinquency rates, please see Section IX of this report.

## Outstanding Bonds Summary

### 2013 Special Tax Refunding Bonds

<b>Issuance Date</b>	<b>Original Principal</b>	<b>Amount Retired</b>	<b>Current Amount Outstanding</b>
January 2013	\$5,605,000	\$160,000*	\$5,445,000*

*\* As of the date of this report.*

## ***I. INTRODUCTION***

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### **Community Facilities District No. 2001-1**

On June 5, 2001, the County of Contra Costa (the “County”) Board of Supervisors established CFD No. 2001-1. In a landowner election held on the same day, the sole owner of property within the CFD voted to authorize the levy of a Mello-Roos special tax on property within CFD No. 2001-1. The landowner also voted to incur bonded indebtedness, secured by special taxes levied on property within the CFD, in an amount not to exceed \$7,220,000. On June 14, 2001, special tax bonds (the “Series 2001 Bonds”) in the principal amount of \$7,220,000 were issued on behalf of CFD No. 2001-1. In January 2013, the outstanding Series 2001 Bonds were refunded and defeased with the issuance of \$5,605,000 in bonds (the “Series 2013 Special Tax Refunding Bonds” or the “Bonds”). A special tax will be levied on property within the CFD in fiscal year 2013-14 in order to pay debt service obligations in calendar year 2014.

The CFD boundary encompasses a 389-acre site that is proposed for the Norris Canyon Estates residential community. The CFD is located in an unincorporated area of the County just west of the City of San Ramon. At build out, the project was originally expected to include 361 single family detached homes. As of June 1, 2013, 300 building permits have been issued, 17 of which were issued during the past fiscal year for new residential home construction.

### **The Mello-Roos Community Facilities Act of 1982**

The reduction in property tax revenues that resulted from the passage of Proposition 13 in 1978 required public agencies and real estate developers to look for other means to generate funding for public infrastructure. The funding available from traditional assessment districts was limited by certain requirements of the assessment acts, and it became clear that a more flexible funding tool was needed. In response, the California State Legislature (the “Legislature”) approved the Mello-Roos Community Facilities Act of 1982 (the “Act”) which provides for the levy of a special tax within a defined geographic area (i.e., a community facilities district) if such levy is approved by two-thirds of the qualified electors in the area. The Act can generate funding for a broad range of facilities and special taxes can be allocated to property in any reasonable manner other than on an ad valorem basis.

A community facilities district is authorized to issue tax-exempt bonds that are secured by land within the district. If a parcel does not pay the special tax levied on it, a public agency can foreclose on the parcel and use the proceeds of the foreclosure to ensure that bondholders receive interest and principal payments on the bonds. Because bonds issued by a community facilities district are land-secured, there is no risk to a public agency’s general fund or taxing capacity. In addition, because the bonds are tax-exempt, they typically carry an interest rate that is lower than conventional construction financing.

## ***II. PURPOSE OF REPORT***

---

This CFD Tax Administration Report (the “Report”) presents findings from research and financial analysis performed by Goodwin Consulting Group, Inc. to determine the fiscal year 2013-14 special tax levy for CFD No. 2001-1. The Report is intended to provide information to interested parties regarding the current financial obligations of the CFD, special taxes levied in fiscal year 2013-14, and information on the public facilities authorized to be funded by the CFD. The Report also summarizes development activity as well as other pertinent information (e.g., prepayments, delinquencies, and foreclosures) on property within the CFD. In addition, the Report provides all of the information that must be filed with the County Board of Supervisors pursuant to the requirements of Senate Bill 165.

The remainder of the Report is organized as follows:

- **Section III** identifies the financial obligations of CFD No. 2001-1 for fiscal year 2013-14.
- **Section IV** provides a summary of the special tax categories and the methodology that is used to apportion the special tax among parcels in the CFD. The maximum special tax rates for fiscal year 2013-14 are also identified in this section.
- **Section V** provides an update of the development activity occurring within CFD No. 2001-1, including new building permit activity.
- **Section VI** provides information on the public improvements authorized to be funded by CFD No. 2001-1.
- **Section VII** provides information regarding funds established for the Bonds, including current balances in such funds.
- **Section VIII** identifies parcels, if any, that have prepaid their special tax obligation.
- **Section IX** provides information regarding special tax delinquencies in CFD No. 2001-1.
- **Section X** provides information on covenants regarding foreclosure on delinquent parcels.
- **Section XI** provides a summary of the reporting requirements set forth in Senate Bill 165, the Local Agency Special Tax and Bond Accountability Act, and the information needed for the County to respond to these requirements.

### ***III. SPECIAL TAX REQUIREMENT***

---

Pursuant to the Rate and Method of Apportionment of Special Tax (the “RMA”) for CFD No. 2001-1, which was adopted as an exhibit to the Resolution of Formation of CFD No. 2001-1, the Special Tax Requirement means the total amount needed each fiscal year to (i) pay principal and interest on bonds, (ii) create or replenish reserve funds, (iii) cure any delinquencies in the payment of principal or interest on indebtedness of CFD No. 2001-1 which have occurred in the prior fiscal year or (based on delinquencies in the payment of special taxes which have already taken place) are expected to occur in the fiscal year in which the tax will be collected, and (iv) pay administrative expenses. For fiscal year 2013-14, the Special Tax Requirement is \$428,682 and is calculated as follows:

**Community Facilities District No. 2001-1  
Special Tax Requirement for Fiscal Year 2013-14\***

<b>Debt Service</b>	<b>\$414,125</b>
Interest Payment on Bonds Due March 1, 2014	\$84,563
Interest Payment on Bonds Due Sept. 1, 2014	\$84,563
Principal Payment on Bonds Due Sept. 1, 2014	\$245,000
<b>Administrative Expenses</b>	<b>\$14,557</b>
<b>Surplus Funds to Reduce Special Tax Requirement</b>	<b>\$0</b>
<b>Fiscal Year 2013-14 Special Tax Requirement</b>	<b>\$428,682</b>

\*Total may not sum due to rounding.

## ***IV. SPECIAL TAX LEVY***

---

### **Special Tax Categories**

Special taxes within CFD No. 2001-1 are levied pursuant to the methodology set forth in the RMA. The RMA establishes various special tax categories against which the special tax can be levied each fiscal year, including Residential Property, Other Property, and Undeveloped Property. (*Capitalized terms are defined in the RMA in Appendix C of this Report.*)

Residential Property is defined as any parcel within the CFD for which a building permit for construction of a residential structure was issued prior to June 1 of the preceding fiscal year. Other Property means all taxable parcels in the CFD for which a building permit was issued prior to June 1 of the preceding fiscal year for a structure that is not used for residential purposes and is not owned by a homeowners' association or public agency. Undeveloped Property is defined as all taxable parcels in the CFD for which a building permit has not been issued prior to June 1 of the preceding fiscal year.

### **Maximum Special Tax Rates**

The maximum special tax rates applicable to each category of property in CFD No. 2001-1 are set forth in Section C of the RMA. The actual amount of the maximum special tax which will be levied on each land use category in fiscal year 2013-14, is determined by the method of apportionment included in Section E of the RMA. The following table identifies the maximum special taxes that can be levied on property in CFD No. 2001-1.

**Community Facilities District No. 2001-1  
Maximum Special Tax Rates**

<b>Tax Category</b>	<b>Description</b>	<b>Maximum Special Tax</b>
1	Residential Property	\$2,100 per parcel
2	Other Property	\$2,100 per residential unit planned on the parcel before it became Other Property
3	Undeveloped Property	\$3,360 per acre

## **Changes to Norris Canyon Tentative Map**

The maximum special tax rates shown above assume that a particular number of residential units will be developed within Norris Canyon consistent with the tentative map approved by the County Board of Supervisors in August 1997. To the extent changes are proposed to the tentative map in future years that would reduce the number of residential units within the project, the County must either deny the revision to the tentative map or require a prepayment of special taxes by the developer proposing the tentative map change. Such prepayment would be in an amount sufficient to retire a portion of the bonds and maintain 110% debt service coverage with the reduced special tax revenues that will result after the tentative map revision. To date, development in Norris Canyon has been consistent with the approved tentative map.

## **Apportionment of Special Taxes**

The amount of special tax levied on each parcel in the CFD each fiscal year will be determined by application of Section E of the RMA. Pursuant to this section, the Special Tax Requirement will be allocated as follows:

The first step requires special taxes to be levied on each parcel of Residential Property and Other Property up to 100% of the applicable maximum special tax rate. If additional revenue is needed after the first step is completed, and after applying capitalized interest to the Special Tax Requirement, then a special tax will be levied on each parcel of Undeveloped Property up to 100% of the applicable maximum special tax. If additional revenues are still needed to pay annual obligations of the CFD after the maximum special tax is levied on Residential Property, Other Property, and Undeveloped Property, a special tax will be levied on Homeowners' Association Property and parcels of Public Property that originally had planned units, as defined in the RMA.

Application of the maximum special tax rate to the 292 Residential Property parcels for fiscal year 2013-14 will generate special tax revenue of \$613,200. Since the Special Tax Requirement for fiscal year 2013-14 is only \$428,682, Residential Property will be taxed at approximately 69.9% of the maximum, or \$1,468 per parcel. The resulting special tax on Residential Property will fully fund the Special Tax Requirement for fiscal year 2013-14, assuming no delinquencies. No special tax will be levied on Undeveloped Property in fiscal year 2013-14.

The actual special tax rates and the number of units and/or acres of taxable property on which those rates are levied for fiscal year 2013-14 are shown in the table on the following page.



**Community Facilities District No. 2001-1  
Fiscal Year 2013-14 Special Tax Levy**

<b>Land Use Category</b>	<b>Maximum Special Tax Rates</b>	<b>Fiscal Year 2013-14 Actual Special Tax Rates</b>	<b>Parcels/Acres Taxed</b>	<b>Total Special Tax Levy</b>
Residential Property	\$2,100 per parcel	\$1,468 per parcel	292 parcels *	\$428,685
Undeveloped Property	\$3,360 per acre	\$0 per acre	0 acres	\$0
<b>Total Special Tax Levy for Fiscal Year 2013-14</b>				<b>\$428,685</b>

*\* Total does not include eight parcels that have had their special tax obligation prepaid and therefore are no longer subject to the annual tax.*

## ***V. DEVELOPMENT UPDATE***

---

From June 1, 2012, to May 31, 2013, 17 building permits have been issued to construct single family homes within CFD No. 2001-1. In total, 300 building permits have been issued and no Other Property currently exists within CFD No. 2001-1.

Based on the current status of development in CFD No. 2001-1, the following table summarizes the allocation of parcels to the special tax categories defined in the RMA:

**Community Facilities District No. 2001-1  
Allocation to Special Tax Categories  
Fiscal Year 2013-14**

<b>Tax Category</b>	<b>Description</b>	<b>Number of Parcels</b>
1	Residential Property	292*
2	Other Property	0
3	Undeveloped Property	61

*\* Total does not include eight parcels that have had their special tax obligation prepaid and therefore are no longer subject to the annual tax.*

## ***VI. STATUS OF PUBLIC IMPROVEMENTS***

---

CFD No. 2001-1 was formed to finance the widening of Norris Canyon Road, starting at the intersection of Bollinger Canyon Road and continuing a distance of 7,700 feet. Improvements to Norris Canyon Road include: (1) grading, pavement, curbs and gutters, rock shoulder, traffic signing and striping, and street lights; (2) construction of sanitary sewer mains, structures, fittings, and appurtenances; (3) construction of water distribution facilities and appurtenances; (4) construction of joint utility distribution facilities for electrical, telephone, gas, cable and television, including trenching, conduit and cable installation, pull and splice boxes, fittings and appurtenances, and relocation of overhead facilities; (5) construction of landscaping and irrigation facilities, including soil preparation, landscape materials, irrigation pipes, fittings, and appurtenances; (6) required attendant public fees and design and construction engineering fees; and (7) acquisition of all necessary interests in real property.

The developer entered into an Acquisition Agreement with the County that contains provisions that set forth the process by which completed improvements will be acquired with bond proceeds that are on deposit in the Improvement Fund for the CFD. The Acquisition Agreement obligates the developer to pay any costs of the improvements that are not covered by funds available in the Improvement Fund.

All Norris Canyon Road improvements have been completed and accepted by the Public Works division of the County. Per the Acquisition Agreement with the County, the balance in the CFD Improvement Fund was used to acquire the completed improvements from the developer.

## ***VII. CFD FUNDS***

---

Six funds were established pursuant to the Fiscal Agent Agreement between the County and the Bank of New York Mellon Trust Company (the “Fiscal Agent”). Following is a brief description of the purpose of each fund.

The **Improvement Fund** was created exclusively to pay the cost of improvements until all authorized facilities have been paid. The Improvement Fund, due to completion of all improvements, has been closed.

The **Reserve Fund** was established as a reserve for the payment of principal and interest on the bonds in the event the balance in the Special Tax Fund is insufficient to make debt service payments. The Fiscal Agent will maintain the Reserve Fund. The Reserve Requirement is \$207,063 as of June 30, 2013.

The **Bond Fund** was created exclusively to pay principal and interest on CFD indebtedness. The Bond Fund will be held by the Fiscal Agent; twice each year, the fiscal agent will use proceeds in this account to pay interest and/or principal on the bonds. If, on any interest payment date, amounts in the Bond Fund are insufficient to pay debt service that is due on such date, the Fiscal Agent must withdraw from the Reserve Fund to cover the shortfall.

The **Special Tax Fund** was established as a fund to be held by the County Auditor-Controller (the “Auditor”) into which special tax revenues collected by the County will be deposited. Not later than three business days prior to each interest payment date on the bonds, the Auditor will transfer money from the Special Tax Fund to the Fiscal Agent to pay interest and principal due on the bonds, as well as any amount needed to bring the Reserve Fund up to the required reserve amount. Any remaining balance in the Special Tax Fund will be transferred to the Administrative Expense Fund.

The **Administrative Expense Fund** will be held by the Auditor and used to pay CFD administrative expenses. Each year, the Auditor will transfer any excess amount in the Administrative Expense Fund to the Special Tax Fund.

The **Costs of Issuance Fund** will be held by the Fiscal Agent and will be disbursed to pay costs associated with formation of CFD No. 2001-1 and issuance of the Bonds. This fund has been closed.

Money held in any of the aforementioned funds can be invested by the Fiscal Agent at the direction of the County and in conformance with limitations set forth in the Fiscal Agent Agreement. Investment interest earnings, if any, will generally be applied to the fund for which the investment is made.

## **Fund Balances**

As of June 30, 2013, the various funds had the following balances:

### **Community Facilities District No. 2001-1 Fund Balances as of June 30, 2013**

<b>Reserve Fund</b>	<b>\$207,063</b>
<b>Bond Fund</b>	<b>\$0</b>
<b>Special Tax Fund</b>	<b>\$267,190</b>
<b>Administrative Expense Fund</b>	<b>\$4,948</b>

## ***VIII. PREPAYMENTS***

---

The special tax lien for eight properties in CFD No. 2001-1 have been fully prepaid and are no longer subject to the annual special tax levy. The eight parcels that have fully prepaid their special tax obligation are as follows:

211-260-011-5  
211-310-009-9  
211-370-025-2  
211-370-026-0  
211-370-033-6  
211-370-037-7  
211-370-038-5  
211-370-055-9

## ***IX. DELINQUENCIES***

---

As of August 28, 2013, the Contra Costa County Auditor's Office reports the following delinquency amounts for CFD No. 2001-1:

**Community Facilities District No. 2001-1  
Delinquencies as of August 28, 2013**

<b>Fiscal Year</b>	<b>Parcels Delinquent</b>	<b>Delinquent Amount</b>	<b>CFD Tax Levied</b>	<b>Percent Delinquent</b>
2012-13	1	\$1,968	\$533,209	0.37%

## ***X. FORECLOSURE COVENANT***

---

### **Covenants of the County**

The County may order the institution of a court action to foreclose the lien on a parcel within specified time limits if any payment of the special tax is delinquent. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Pursuant to the Bonds' covenants, the County shall review its records in connection with the collection of the special tax on or about March 30 and June 30 of each year to compare the amount of special tax levied in the CFD to the amount of special tax collected, and proceed as follows:

Individual Delinquencies. If the Auditor determines that any single parcel subject to the special tax in the CFD is delinquent in the payment of special taxes in the aggregate amount of (i) \$7,500 or more if all the property within the CFD is on the Teeter Plan, or (ii) \$3,000 or more if any of the property in the CFD is not on the Teeter Plan, then the Auditor shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 60 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the County within 120 days of such determination.

Aggregate Delinquencies. If the Auditor determines that the total amount of delinquent special tax for the prior fiscal year for the entire CFD, (including the total of delinquencies under the preceding paragraph), exceeds 5% of the total special tax due and payable for the prior fiscal year, the County shall notify or cause to be notified property owners who are then delinquent in the payment of special taxes (and demand immediate payment of the delinquency) within 60 days of such determination, and shall commence foreclosure proceedings within 120 days of such determination against each parcel of land in the CFD with a special tax delinquency.

Since the CFD's special tax delinquency rate for fiscal year 2012-13 is below 5%, the County has not been required to initiate foreclosure proceedings on property in CFD No. 2001-1.



## ***XI. SENATE BILL 165 REPORTING REQUIREMENTS***

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On September 18, 2000, former Governor Gray Davis approved Senate Bill 165 which enacted the Local Agency Special Tax and Bond Accountability Act. In approving the bill, the Legislature pointed out that local agencies need to demonstrate to the voters that special taxes and bond proceeds are being spent on the facilities and services for which they were intended. To further this objective, the Legislature added Sections 50075.3 and 53411 to the California Government Code setting forth annual reporting requirements relative to special taxes collected and bonds issued by a local public agency. A response to each of the reporting requirements in SB 165 is provided below. Pursuant to Sections 50075.3 and 53411, the chief fiscal officer of the County will, by January 1, 2002, and at least once a year thereafter, file a report with the Board of Supervisors (which may be this CFD Tax Administration Report) setting forth the following information.

### **Section 50075.3**

*Item (a): Identify amount of special taxes that have been collected and expended.*

The fiscal year 2012-13 special tax levy was \$533,209. Since the CFD is on the County Teeter Plan, the full amount of the tax levy was remitted to the CFD. The total levy was used to pay debt service in March and September 2013 on the CFD bonds as well as administrative costs for the CFD.

*Item (b): Identify the status of any project required or authorized to be funded by the special taxes.*

All CFD No. 2001-1 improvements have been completed and accepted by the Public Works division of the County.

### **Section 53411**

*Item (a): Identify the amount of bonds that have been collected and expended.*

A total of \$7,220,000 in special tax bonds was issued by the County on June 14, 2001. Upon issuance of the bonds, \$6,000,000 from bond proceeds was deposited into the Improvement Fund and has been used to acquire the CFD No. 2001-1 improvements from the developer. An additional \$170,000 was used to pay the costs of issuing the bonds. Approximately \$417,000 was deposited in the Reserve Fund, and the remaining \$487,000 was deposited in the Bond Fund to be used for capitalized interest.

The Series 2001 Bonds were refunded and defeased on January 24, 2013 by the issuance of \$5,605,000 in special tax refunding bonds. An Original Issue Premium of \$20,460, together with available moneys from the Series 2001 Bonds in the amount of \$767,049, left a total of \$6,392,508 in bond proceeds to be expended. Upon issuance of the bonds, \$5,947,529 from bond proceeds was deposited into the Refunding Fund, to be used to redeem all of the outstanding Series 2001 Bonds. An additional \$207,063 was deposited into the Reserve Fund. The remaining \$237,917 was used to pay the costs of issuing the Series 2013 Special Tax Refunding Bonds.

*Item (b): Identify the status of any project required or authorized to be funded from bond proceeds.*

All CFD No. 2001-1 improvements have been completed and accepted by the Public Works division of the County.

## **APPENDIX A**

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### ***Summary of Fiscal Year 2013-14 Special Tax Levy***

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**County of Contra Costa  
Community Facilities District No. 2001-1  
(Norris Canyon)  
Special Tax Levy Summary for Fiscal Year 2013-14**

<b>Land Use Category</b>	<b>Fiscal Year 2013-14 Maximum Special Tax Rates</b>	<b>Fiscal Year 2013-14 Actual Special Tax Rates</b>	<b>Parcels/Acres Taxed</b>	<b>Total Special Tax Levy</b>
Residential Property	\$2,100.00 per parcel	\$1,468.10 per parcel	292 parcels	\$428,685.20
Undeveloped Property	\$3,360.00 per acre	\$0.00 per acre	43.9 acres	\$0.00
<b>Total Fiscal Year 2013-14 Special Tax Levy</b>				<b>\$428,685.20</b>

*Goodwin Consulting Group, Inc.*

## **APPENDIX B**

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*Fiscal Year 2013-14 Special Tax Levy  
for Individual Assessor's Parcels*

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**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2013-14**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-210-045-4	HOA	HOA		\$0.00
211-210-063-7	HOA	HOA		\$0.00
211-210-074-4	HOA	HOA		\$0.00
211-210-081-9	HOA	HOA		\$0.00
211-210-082-7	HOA	HOA		\$0.00
211-210-083-5	HOA	HOA		\$0.00
211-210-084-0	HOA	HOA		\$0.00
211-240-001-1	Residential	Developed		\$1,468.10
211-240-003-7	Residential	Developed		\$1,468.10
211-240-004-5	Residential	Developed		\$1,468.10
211-240-005-2	Residential	Developed		\$1,468.10
211-240-006-0	Residential	Developed		\$1,468.10
211-240-007-8	Residential	Developed		\$1,468.10
211-240-008-6	Residential	Developed		\$1,468.10
211-240-009-4	Undeveloped	Undeveloped		\$0.00
211-240-010-2	Undeveloped	Undeveloped		\$0.00
211-240-011-0	Residential	Developed		\$1,468.10
211-240-012-8	Undeveloped	Undeveloped		\$0.00
211-240-013-6	Residential	Developed		\$1,468.10
211-240-014-4	Residential	Developed		\$1,468.10
211-240-015-1	Residential	Developed		\$1,468.10
211-240-016-9	Residential	Developed		\$1,468.10
211-240-017-7	HOA	HOA		\$0.00
211-240-019-3	HOA	HOA		\$0.00
211-250-001-8	Residential	Developed		\$1,468.10
211-250-002-6	Undeveloped	Undeveloped		\$0.00
211-250-003-4	Residential	Developed		\$1,468.10
211-250-004-2	Residential	Developed		\$1,468.10
211-250-005-9	Residential	Developed		\$1,468.10
211-250-006-7	Residential	Developed		\$1,468.10
211-250-007-5	Residential	Developed		\$1,468.10
211-250-008-3	Residential	Developed		\$1,468.10
211-250-009-1	Residential	Developed		\$1,468.10
211-250-010-9	Residential	Developed		\$1,468.10
211-250-011-7	Residential	Developed		\$1,468.10
211-250-012-5	Residential	Developed		\$1,468.10
211-250-013-3	Residential	Developed		\$1,468.10
211-250-014-1	Residential	Developed		\$1,468.10
211-250-015-8	Residential	Developed		\$1,468.10
211-250-016-6	Residential	Developed		\$1,468.10
211-250-017-4	Residential	Developed		\$1,468.10
211-250-018-2	Residential	Developed		\$1,468.10

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2013-14**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-250-019-0	Residential	Developed		\$1,468.10
211-250-020-8	HOA	HOA		\$0.00
211-250-021-6	HOA	HOA		\$0.00
211-250-023-2	HOA	HOA		\$0.00
211-260-001-6	Residential	Developed		\$1,468.10
211-260-002-4	Residential	Developed		\$1,468.10
211-260-003-2	Residential	Developed		\$1,468.10
211-260-004-0	Residential	Developed		\$1,468.10
211-260-005-7	Residential	Developed		\$1,468.10
211-260-006-5	Residential	Developed		\$1,468.10
211-260-007-3	Residential	Developed		\$1,468.10
211-260-008-1	Residential	Developed		\$1,468.10
211-260-009-9	Residential	Developed		\$1,468.10
211-260-010-7	Residential	Developed		\$1,468.10
211-260-011-5	Prepaid	Prepaid		\$0.00 /1
211-260-012-3	Residential	Developed		\$1,468.10
211-260-013-1	Residential	Developed		\$1,468.10
211-260-014-9	Residential	Developed		\$1,468.10
211-260-015-6	Residential	Developed		\$1,468.10
211-260-016-4	Residential	Developed		\$1,468.10
211-260-017-2	Residential	Developed		\$1,468.10
211-260-018-0	Residential	Developed		\$1,468.10
211-260-025-5	HOA	HOA		\$0.00
211-270-001-4	Residential	Developed		\$1,468.10
211-270-002-2	Residential	Developed		\$1,468.10
211-270-003-0	Residential	Developed		\$1,468.10
211-270-004-8	Residential	Developed		\$1,468.10
211-270-005-5	Residential	Developed		\$1,468.10
211-270-006-3	Residential	Developed		\$1,468.10
211-270-007-1	Residential	Developed		\$1,468.10
211-270-008-9	Residential	Developed		\$1,468.10
211-270-009-7	Residential	Developed		\$1,468.10
211-270-010-5	Residential	Developed		\$1,468.10
211-270-011-3	Residential	Developed		\$1,468.10
211-270-012-1	HOA	HOA		\$0.00
211-280-001-2	Residential	Developed		\$1,468.10
211-280-002-0	Residential	Developed		\$1,468.10
211-280-003-8	Residential	Developed		\$1,468.10
211-280-004-6	Residential	Developed		\$1,468.10
211-280-005-3	Residential	Developed		\$1,468.10
211-280-006-1	Residential	Developed		\$1,468.10
211-280-007-9	Residential	Developed		\$1,468.10

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2013-14**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-280-008-7	Residential	Developed		\$1,468.10
211-280-009-5	Residential	Developed		\$1,468.10
211-280-010-3	Residential	Developed		\$1,468.10
211-280-011-1	Residential	Developed		\$1,468.10
211-280-012-9	Residential	Developed		\$1,468.10
211-280-013-7	Residential	Developed		\$1,468.10
211-280-014-5	Residential	Developed		\$1,468.10
211-280-015-2	Residential	Developed		\$1,468.10
211-280-016-0	Residential	Developed		\$1,468.10
211-280-017-8	Residential	Developed		\$1,468.10
211-280-018-6	Residential	Developed		\$1,468.10
211-280-019-4	Residential	Developed		\$1,468.10
211-280-020-2	Residential	Developed		\$1,468.10
211-280-021-0	Residential	Developed		\$1,468.10
211-280-022-8	Residential	Developed		\$1,468.10
211-280-023-6	Residential	Developed		\$1,468.10
211-280-024-4	Residential	Developed		\$1,468.10
211-280-025-1	Residential	Developed		\$1,468.10
211-280-026-9	Residential	Developed		\$1,468.10
211-280-027-7	Residential	Developed		\$1,468.10
211-280-028-5	Residential	Developed		\$1,468.10
211-280-029-3	Residential	Developed		\$1,468.10
211-280-030-1	Residential	Developed		\$1,468.10
211-280-031-9	Residential	Developed		\$1,468.10
211-280-032-7	Residential	Developed		\$1,468.10
211-280-033-5	Residential	Developed		\$1,468.10
211-280-034-3	Residential	Developed		\$1,468.10
211-280-035-0	Residential	Developed		\$1,468.10
211-280-036-8	Residential	Developed		\$1,468.10
211-280-037-6	Residential	Developed		\$1,468.10
211-280-038-4	Residential	Developed		\$1,468.10
211-280-039-2	Residential	Developed		\$1,468.10
211-290-001-0	Residential	Developed		\$1,468.10
211-290-002-8	Residential	Developed		\$1,468.10
211-290-003-6	Residential	Developed		\$1,468.10
211-290-004-4	Residential	Developed		\$1,468.10
211-290-005-1	Residential	Developed		\$1,468.10
211-290-006-9	Residential	Developed		\$1,468.10
211-290-007-7	Residential	Developed		\$1,468.10
211-290-008-5	Residential	Developed		\$1,468.10
211-290-009-3	Residential	Developed		\$1,468.10
211-290-010-1	Residential	Developed		\$1,468.10



**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2013-14**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-290-011-9	Residential	Developed		\$1,468.10
211-290-012-7	Residential	Developed		\$1,468.10
211-290-013-5	Residential	Developed		\$1,468.10
211-290-014-3	Residential	Developed		\$1,468.10
211-290-015-0	Residential	Developed		\$1,468.10
211-290-016-8	Residential	Developed		\$1,468.10
211-290-017-6	Residential	Developed		\$1,468.10
211-290-018-4	Residential	Developed		\$1,468.10
211-290-019-2	Residential	Developed		\$1,468.10
211-290-020-0	Residential	Developed		\$1,468.10
211-300-001-8	Residential	Developed		\$1,468.10
211-300-002-6	Residential	Developed		\$1,468.10
211-300-003-4	Residential	Developed		\$1,468.10
211-300-004-2	Undeveloped	Undeveloped		\$0.00
211-300-005-9	Undeveloped	Undeveloped		\$0.00
211-300-006-7	Residential	Developed		\$1,468.10
211-300-007-5	Undeveloped	Undeveloped		\$0.00
211-300-008-3	Undeveloped	Undeveloped		\$0.00
211-300-009-1	Residential	Developed		\$1,468.10
211-300-010-9	Residential	Developed		\$1,468.10
211-300-011-7	Residential	Developed		\$1,468.10
211-300-012-5	Residential	Developed		\$1,468.10
211-300-013-3	Residential	Developed		\$1,468.10
211-300-014-1	Residential	Developed		\$1,468.10
211-300-015-8	Residential	Developed		\$1,468.10
211-300-016-6	Residential	Developed		\$1,468.10
211-300-017-4	Residential	Developed		\$1,468.10
211-300-018-2	Residential	Developed		\$1,468.10
211-300-019-0	Residential	Developed		\$1,468.10
211-300-020-8	Residential	Developed		\$1,468.10
211-300-021-6	Residential	Developed		\$1,468.10
211-300-022-4	Residential	Developed		\$1,468.10
211-300-023-2	Residential	Developed		\$1,468.10
211-300-024-0	Residential	Developed		\$1,468.10
211-300-025-7	Residential	Developed		\$1,468.10
211-300-026-5	Residential	Developed		\$1,468.10
211-300-027-3	Residential	Developed		\$1,468.10
211-310-001-6	Undeveloped	Undeveloped		\$0.00
211-310-002-4	Residential	Developed		\$1,468.10
211-310-003-2	Residential	Developed		\$1,468.10
211-310-004-0	Residential	Developed		\$1,468.10
211-310-005-7	Residential	Developed		\$1,468.10

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2013-14**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-310-006-5	Residential	Developed		\$1,468.10
211-310-007-3	Residential	Developed		\$1,468.10
211-310-008-1	Residential	Developed		\$1,468.10
211-310-009-9	Prepaid	Prepaid		\$0.00
211-310-010-7	Residential	Developed		\$1,468.10
211-310-011-5	Residential	Developed		\$1,468.10
211-310-012-3	Residential	Developed		\$1,468.10
211-310-013-1	Residential	Developed		\$1,468.10
211-310-014-9	Residential	Developed		\$1,468.10
211-310-015-6	Residential	Developed		\$1,468.10
211-310-016-4	Residential	Developed		\$1,468.10
211-310-017-2	Residential	Developed		\$1,468.10
211-310-018-0	Residential	Developed		\$1,468.10
211-310-019-8	Residential	Developed		\$1,468.10
211-310-020-6	Residential	Developed		\$1,468.10
211-310-021-4	Residential	Developed		\$1,468.10
211-310-024-8	HOA	HOA		\$0.00
211-320-001-4	Undeveloped	Undeveloped		\$0.00
211-320-002-2	Residential	Developed		\$1,468.10
211-320-003-0	Residential	Developed		\$1,468.10
211-320-004-8	Residential	Developed		\$1,468.10
211-320-005-5	Undeveloped	Undeveloped		\$0.00
211-320-006-3	Undeveloped	Undeveloped		\$0.00
211-320-007-1	Undeveloped	Undeveloped		\$0.00
211-320-008-9	Undeveloped	Undeveloped		\$0.00
211-320-009-7	Undeveloped	Undeveloped		\$0.00
211-320-010-5	Undeveloped	Undeveloped		\$0.00
211-320-011-3	Undeveloped	Undeveloped		\$0.00
211-320-012-1	Residential	Developed		\$1,468.10
211-320-013-9	Residential	Developed		\$1,468.10
211-320-014-7	Residential	Developed		\$1,468.10
211-320-015-4	Residential	Developed		\$1,468.10
211-320-016-2	Residential	Developed		\$1,468.10
211-320-017-0	Residential	Developed		\$1,468.10
211-320-018-8	Undeveloped	Undeveloped		\$0.00
211-320-019-6	HOA	HOA		\$0.00
211-330-001-2	Undeveloped	Undeveloped		\$0.00
211-330-002-0	Undeveloped	Undeveloped		\$0.00
211-330-003-8	Undeveloped	Undeveloped		\$0.00
211-330-004-6	Undeveloped	Undeveloped		\$0.00
211-330-005-3	Residential	Developed		\$1,468.10
211-330-006-1	Residential	Developed		\$1,468.10

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2013-14**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-330-007-9	Residential	Developed		\$1,468.10
211-330-008-7	Undeveloped	Undeveloped		\$0.00
211-330-009-5	Undeveloped	Undeveloped		\$0.00
211-330-012-9	HOA	HOA		\$0.00
211-340-001-0	Undeveloped	Undeveloped		\$0.00
211-340-002-8	Undeveloped	Undeveloped		\$0.00
211-340-003-6	Undeveloped	Undeveloped		\$0.00
211-340-004-4	Undeveloped	Undeveloped		\$0.00
211-340-005-1	Undeveloped	Undeveloped		\$0.00
211-340-006-9	Undeveloped	Undeveloped		\$0.00
211-340-007-7	Undeveloped	Undeveloped		\$0.00
211-340-011-9	Undeveloped	Public		\$0.00
211-340-012-7	Undeveloped	Public		\$0.00
211-350-001-7	Undeveloped	Undeveloped		\$0.00
211-350-002-5	Undeveloped	Undeveloped		\$0.00
211-350-003-3	Undeveloped	Undeveloped		\$0.00
211-350-004-1	Residential	Developed		\$1,468.10
211-350-005-8	Residential	Developed		\$1,468.10
211-350-006-6	Residential	Developed		\$1,468.10
211-350-007-4	Undeveloped	Undeveloped		\$0.00
211-350-008-2	Undeveloped	Undeveloped		\$0.00
211-350-009-0	Undeveloped	Undeveloped		\$0.00
211-350-010-8	Undeveloped	Undeveloped		\$0.00
211-350-011-6	Undeveloped	Undeveloped		\$0.00
211-350-012-4	Undeveloped	Undeveloped		\$0.00
211-350-013-2	Undeveloped	Undeveloped		\$0.00
211-350-014-0	Undeveloped	Undeveloped		\$0.00
211-350-015-7	Undeveloped	Undeveloped		\$0.00
211-350-016-5	Residential	Developed		\$1,468.10
211-350-017-3	Residential	Developed		\$1,468.10
211-360-001-5	Residential	Developed		\$1,468.10
211-360-002-3	Residential	Developed		\$1,468.10
211-360-003-1	Residential	Developed		\$1,468.10
211-360-004-9	Residential	Developed		\$1,468.10
211-360-005-6	Residential	Developed		\$1,468.10
211-360-006-4	Residential	Developed		\$1,468.10
211-360-007-2	Residential	Developed		\$1,468.10
211-360-008-0	Residential	Developed		\$1,468.10
211-360-009-8	Residential	Developed		\$1,468.10
211-360-010-6	Residential	Developed		\$1,468.10
211-360-011-4	Residential	Developed		\$1,468.10
211-360-012-2	Residential	Developed		\$1,468.10

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2013-14**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-360-013-0	Residential	Developed		\$1,468.10
211-360-014-8	Residential	Developed		\$1,468.10
211-360-015-5	Residential	Developed		\$1,468.10
211-360-016-3	Residential	Developed		\$1,468.10
211-360-017-1	Residential	Developed		\$1,468.10
211-360-018-9	Residential	Developed		\$1,468.10
211-360-019-7	Residential	Developed		\$1,468.10
211-360-020-5	Residential	Developed		\$1,468.10
211-360-021-3	Residential	Developed		\$1,468.10
211-360-022-1	Residential	Developed		\$1,468.10
211-360-023-9	Residential	Developed		\$1,468.10
211-360-024-7	Residential	Developed		\$1,468.10
211-360-025-4	Residential	Developed		\$1,468.10
211-360-026-2	Residential	Developed		\$1,468.10
211-360-027-0	Residential	Developed		\$1,468.10
211-360-028-8	Residential	Developed		\$1,468.10
211-360-029-6	Residential	Developed		\$1,468.10
211-360-030-4	Residential	Developed		\$1,468.10
211-360-031-2	Residential	Developed		\$1,468.10
211-360-032-0	Residential	Developed		\$1,468.10
211-360-033-8	Residential	Developed		\$1,468.10
211-360-034-6	Residential	Developed		\$1,468.10
211-360-035-3	Residential	Developed		\$1,468.10
211-360-036-1	Residential	Developed		\$1,468.10
211-360-037-9	Residential	Developed		\$1,468.10
211-360-038-7	Residential	Developed		\$1,468.10
211-360-039-5	Residential	Developed		\$1,468.10
211-360-040-3	Residential	Developed		\$1,468.10
211-360-041-1	Residential	Developed		\$1,468.10
211-360-042-9	Residential	Developed		\$1,468.10
211-360-043-7	Residential	Developed		\$1,468.10
211-360-051-0	HOA	HOA		\$0.00
211-360-052-8	HOA	HOA		\$0.00
211-370-001-3	Residential	Developed		\$1,468.10
211-370-002-1	Residential	Developed		\$1,468.10
211-370-003-9	Residential	Developed		\$1,468.10
211-370-004-7	Residential	Developed		\$1,468.10
211-370-005-4	Residential	Developed		\$1,468.10
211-370-006-2	Residential	Developed		\$1,468.10
211-370-007-0	Residential	Developed		\$1,468.10
211-370-008-8	Residential	Developed		\$1,468.10
211-370-009-6	Residential	Developed		\$1,468.10

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2013-14**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-370-010-4	Residential	Developed		\$1,468.10
211-370-011-2	Residential	Developed		\$1,468.10
211-370-012-0	Residential	Developed		\$1,468.10
211-370-013-8	Residential	Developed		\$1,468.10
211-370-014-6	Residential	Developed		\$1,468.10
211-370-015-3	Residential	Developed		\$1,468.10
211-370-016-1	Residential	Developed		\$1,468.10
211-370-017-9	Residential	Developed		\$1,468.10
211-370-018-7	Undeveloped	Undeveloped		\$0.00
211-370-019-5	Residential	Developed		\$1,468.10
211-370-020-3	Residential	Developed		\$1,468.10
211-370-021-1	Residential	Developed		\$1,468.10
211-370-022-9	Residential	Developed		\$1,468.10
211-370-023-7	Residential	Developed		\$1,468.10
211-370-024-5	Residential	Developed		\$1,468.10
211-370-025-2	Prepaid	Prepaid		\$0.00 /1
211-370-026-0	Prepaid	Prepaid		\$0.00 /1
211-370-027-8	Residential	Developed		\$1,468.10
211-370-028-6	Residential	Developed		\$1,468.10
211-370-029-4	Residential	Developed		\$1,468.10
211-370-030-2	Residential	Developed		\$1,468.10
211-370-031-0	Residential	Developed		\$1,468.10
211-370-032-8	Residential	Developed		\$1,468.10
211-370-033-6	Prepaid	Prepaid		\$0.00 /1
211-370-034-4	Residential	Developed		\$1,468.10
211-370-035-1	Residential	Developed		\$1,468.10
211-370-036-9	Residential	Developed		\$1,468.10
211-370-037-7	Prepaid	Prepaid		\$0.00 /1
211-370-038-5	Prepaid	Prepaid		\$0.00 /1
211-370-039-3	Residential	Developed		\$1,468.10
211-370-040-1	Residential	Developed		\$1,468.10
211-370-041-9	Residential	Developed		\$1,468.10
211-370-042-7	Residential	Developed		\$1,468.10
211-370-043-5	Residential	Developed		\$1,468.10
211-370-044-3	Undeveloped	Undeveloped		\$0.00
211-370-045-0	Residential	Developed		\$1,468.10
211-370-046-8	Residential	Developed		\$1,468.10
211-370-047-6	Residential	Developed		\$1,468.10
211-370-048-4	Residential	Developed		\$1,468.10
211-370-049-2	Residential	Developed		\$1,468.10
211-370-050-0	Residential	Developed		\$1,468.10
211-370-051-8	Residential	Developed		\$1,468.10

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2013-14**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-370-052-6	Residential	Developed		\$1,468.10
211-370-053-4	Residential	Developed		\$1,468.10
211-370-054-2	Residential	Developed		\$1,468.10
211-370-055-9	Prepaid	Prepaid		\$0.00
211-370-056-7	Residential	Developed		\$1,468.10
211-370-057-5	Residential	Developed		\$1,468.10
211-370-058-3	Residential	Developed		\$1,468.10
211-370-062-5	HOA	HOA		\$0.00
211-370-063-3	HOA	HOA		\$0.00
211-370-069-0	HOA	HOA		\$0.00
211-380-001-1	Residential	Developed		\$1,468.10
211-380-002-9	Residential	Developed		\$1,468.10
211-380-003-7	Residential	Developed		\$1,468.10
211-380-004-5	Residential	Developed		\$1,468.10
211-380-005-2	Residential	Developed		\$1,468.10
211-380-006-0	Residential	Developed		\$1,468.10
211-380-007-8	Residential	Developed		\$1,468.10
211-380-008-6	Residential	Developed		\$1,468.10
211-380-009-4	Residential	Developed		\$1,468.10
211-380-010-2	Residential	Developed		\$1,468.10
211-380-011-0	Residential	Developed		\$1,468.10
211-380-012-8	Residential	Developed		\$1,468.10
211-380-013-6	Residential	Developed		\$1,468.10
211-380-014-4	Residential	Developed		\$1,468.10
211-380-015-1	Residential	Developed		\$1,468.10
211-380-016-9	Residential	Developed		\$1,468.10
211-380-017-7	Residential	Developed		\$1,468.10
211-380-018-5	Residential	Developed		\$1,468.10
211-380-019-3	Residential	Developed		\$1,468.10
211-380-020-1	Residential	Developed		\$1,468.10
211-380-021-9	Residential	Developed		\$1,468.10
211-380-022-7	Residential	Developed		\$1,468.10
211-380-023-5	Residential	Developed		\$1,468.10
211-380-024-3	Undeveloped	Undeveloped		\$0.00
211-380-025-0	Undeveloped	Undeveloped		\$0.00
211-380-026-8	Undeveloped	Undeveloped		\$0.00
211-380-027-6	Undeveloped	Undeveloped		\$0.00
211-380-028-4	Undeveloped	Undeveloped		\$0.00
211-380-029-2	Undeveloped	Undeveloped		\$0.00
211-380-030-0	Undeveloped	Undeveloped		\$0.00
211-380-031-8	Undeveloped	Undeveloped		\$0.00
211-380-032-6	Undeveloped	Undeveloped		\$0.00

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2013-14**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-380-033-4	Undeveloped	Undeveloped		\$0.00
211-380-034-2	Undeveloped	Undeveloped		\$0.00
211-380-035-9	Undeveloped	Undeveloped		\$0.00
211-380-036-7	Undeveloped	Undeveloped		\$0.00
211-380-037-5	Undeveloped	Undeveloped		\$0.00
211-380-038-3	Undeveloped	Undeveloped		\$0.00
211-380-039-1	Undeveloped	Undeveloped		\$0.00
211-380-049-0	Undeveloped	Public		\$0.00
211-410-001-5	HOA	HOA		\$0.00
<b>Total Special Tax Levy</b>				<b>\$428,685.20</b>

/1 This parcel has prepaid its special tax obligation and is no longer subject to the special tax.

*Goodwin Consulting Group, Inc.*

## APPENDIX C

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### *Rate and Method of Apportionment of Special Tax*

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**COUNTY OF CONTRA COSTA  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
(NORRIS CANYON)**

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**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

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A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2001-1 (herein "CFD No. 2001-1") shall be levied and collected according to the tax liability determined by the Board of Supervisors of the County of Contra Costa or its designee, as described below. All of the property in CFD No. 2001-1, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, or other recorded County parcel map.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees and expenses of its counsel) employed in connection with any Bonds; any costs associated with the marketing or remarketing of the Bonds; the expenses of the Administrator and the County in carrying out their respective duties under any fiscal agent agreement, indenture or resolution with respect to the Bonds or CFD No. 2001-1, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of legal counsel, charges levied by the County or any division or office thereof in connection with the levy and collection of Special Taxes, audits, continuing disclosure or other amounts needed to pay arbitrage rebate to the federal government with respect to Bonds; costs associated with complying with continuing disclosure requirements; costs associated with responding to public inquiries regarding Special Tax levies and appeals; attorneys' fees and other costs associated with commencement or pursuit of foreclosure for delinquent Special Taxes; costs associated with overhead expense allocations to CFD No. 2001-1; and all other costs and expenses of the County, the Administrator, and any fiscal agent, escrow agent or trustee related to the administration of CFD No. 2001-1.

**"Administrator"** shall mean the person or firm designated by the Board to administer the Special Tax according to this Rate and Method of Apportionment of Special Tax.

**“Annual Interest Component”** means the total amount of interest on Bonds in the calendar year commencing in such Fiscal Year.

**“Assessor's Parcel”** or **“Parcel”** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**“Assessor's Parcel Map”** means an official map of the County Assessor of the County of Contra Costa designating parcels by Assessor's Parcel Number.

**“Bonds”** means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2001-1 under the Act.

**“Board”** means the Board of Supervisors of the County of Contra Costa.

**“Capitalized Interest”** means funds in any capitalized interest account available to pay debt service on Bonds issued by CFD No. 2001-1.

**“Capitalized Interest Requirement”** means the least of: i) the Annual Interest Component, ii) the difference between the Special Tax Requirement and the amount determined pursuant to Step 1 of Section E hereof, or iii) the amount of Capitalized Interest available.

**“County”** means the County of Contra Costa.

**“Developed Property”** means Taxable Property for which a building permit for construction was issued prior to June 1 of the preceding Fiscal Year.

**“Fiscal Year”** means the period starting July 1 and ending on the following June 30.

**“Homeowners' Association Property”** means any property within the boundaries of CFD No. 2001-1 which is owned by a homeowners' or property owners' association.

**“Land Use Class”** means one of the defined land use categories for which a specific Maximum Special Tax is identified in Table 1 in Section C below.

**“Maximum Special Tax”** means the maximum amount of Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year.

**“Other Property”** means Developed Property which is not Residential Property, Public Property, or Homeowners' Association Property.

**“Planned Units”** means the number of individual residential units that were expected to be constructed on property within CFD No. 2001-1 as shown in Attachment 1.

**“Proportionately”** means, for Residential Property and Other Property, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that

Fiscal Year is equal for all Assessor's Parcels of Residential Property and Other Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. For Homeowners' Association Property and nonexempt Public Property, "Proportionately" means that the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Homeowners' Association Property and Public Property.

**"Public Property"** means any property within the boundaries of CFD No. 2001-1 that is owned by or irrevocably offered for dedication to the federal government, State of California or other local governments or public agencies.

**"Residential Property"** means, in any Fiscal Year, any Parcel of Developed Property for the construction of a residential structure which is not Homeowners' Association Property or Public Property.

**"Special Tax"** means a special tax levied in any Fiscal Year that will be used to pay the Special Tax Requirement, as defined below.

**"Special Tax Requirement"** means the total amount needed each Fiscal Year to (i) pay principal and interest on Bonds in the calendar year commencing in such Fiscal Year, (ii) create or replenish reserve funds, (iii) cure any delinquencies in the payment of principal or interest on indebtedness of CFD No. 2001-1 which have occurred in the prior Fiscal Year or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected, (iv) pay Administrative Expenses.

**"Taxable Property"** means all of the Assessor's Parcels within the boundary of CFD No. 2001-1 which are not exempt from the Special Tax pursuant to law or Section G below.

**"Tentative Map"** means the tentative map for Norris Canyon Estates approved by the Board in August 1997.

**"Undeveloped Property"** means any Parcel of Taxable Property within CFD No. 2001-1 for which a building permit has not been issued prior to June 1 of the preceding Fiscal Year.

## **B. ASSIGNMENT TO LAND USE CLASS**

Each Fiscal Year, the Administrator shall categorize each parcel of property in CFD No. 2001-1 as Developed Property or Undeveloped Property, and Parcels of Developed Property shall be further identified as either Residential Property, Other Property, Homeowners' Association Property or Public Property. For each Parcel of Other Property within the CFD, the Administrator shall determine how many Planned Units had been expected on the Parcel in order to assign the Maximum Special Tax pursuant to Section C below.

**C. MAXIMUM SPECIAL TAX**

Pursuant to Section 53321 (d) of the Act, a Maximum Special Tax must be established as a specific dollar amount before a Parcel is first subject to the tax when in private residential use. The following maximum rates shall apply to all Parcels of Taxable Property within CFD No. 2001-1 for each Fiscal Year in which the Special Tax is collected:

<b><u>TABLE 1</u></b> <b>MAXIMUM SPECIAL TAX</b> <b>(Fiscal Year 2001-02)</b>		
<b>Land Use Class</b>	<b>Description</b>	<b>Maximum Special Tax (Fiscal Year 2001-02)</b>
1	Residential Property	\$2,100 per Parcel
2	Other Property	\$2,100 per Planned Unit of the Parcel before it became Other Property
3	Undeveloped Property	\$3,360 per Acre

Pursuant to Section 53321 (d) of the Act, the Special Tax levied against a Parcel used for private residential purposes shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

**D. MANDATORY PREPAYMENT OF SPECIAL TAX RESULTING FROM TENTATIVE MAP REVISIONS**

It is possible that a revision in the Tentative Map could result in less Special Tax revenue being available from the CFD. To preclude this result, after CFD No. 2001-1 has been formed, the County shall apply the following steps for every proposed Tentative Map revision:

***Step 1:*** The County or its designee shall calculate the Maximum Special Tax revenues that could be collected from the property affected by the proposed Tentative Map revision (the "Affected Property") prior to the revision being approved;

- Step 2:** The County or its designee shall calculate the Maximum Special Tax revenues that could be collected from the Affected Property if the Tentative Map revision is approved;
- Step 3:** If the amount determined in Step 2 is higher than that calculated in Step 1, the Tentative Map revision may be approved without prepayment of the Special Tax. If the revenues calculated in Step 2 are less than those calculated in Step 1, the County may not approve the Tentative Map revision unless the landowner requesting the Tentative Map revision prepays a portion of the Special Tax obligation that would have applied to the Affected Property prior to approval of the revision in an amount sufficient to retire a portion of the Bonds and maintain 110% coverage on the Bonds' debt service with the reduced Maximum Special Tax revenues that will result after the Tentative Map revision is approved. The required prepayment shall be calculated using the formula set forth in Section H below. Property owners wishing to prepay the Special Tax as a result of a Tentative Map revision cannot be delinquent on past Special Taxes on the Affected Property.

**E. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX**

Commencing with Fiscal Year 2001-02 and for each following Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year. The Special Tax shall then be levied as follows:

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Residential Property and Other Property up to 100% of the Maximum Special Tax up to the Special Tax Requirement for each Land Use Class for such Fiscal Year as determined pursuant to Section C. The Maximum Special Tax for a Parcel of Other Property shall be the total Maximum Special Taxes for the Planned Units that the Other Property replaced, as determined by the Administrator;
- Step 2:** Determine the Capitalized Interest Requirement, if any, and add it to the amount levied under Step 1;
- Step 3:** If the total of the Capitalized Interest Requirement and the amount levied under Step 1 is less than the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;
- Step 4:** If additional monies are needed after applying the first three steps, the Special Tax shall be levied Proportionately on each Parcel of Homeowners' Association Property and Public Property which originally had Planned Units, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C.

## **F. MANNER OF COLLECTION**

The Special Taxes for CFD No. 2001-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below (and may be required in the case of Tentative Map revisions) and provided further that the County may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid and authorized facilities to be constructed directly from Special Taxes proceeds have been completed. However, in no event shall a Special Taxes be levied after Fiscal Year 2039-2040.

## **G. EXEMPTIONS**

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Taxes shall be levied on Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

## **H. PREPAYMENT OF SPECIAL TAX**

The following definitions apply to this Section H:

**"Future Facilities Costs"** means the Public Facilities Requirements (as defined below) minus public facility costs funded by Previously Issued Bonds, interest earnings on the construction fund actually earned prior to the date of prepayment, Special Taxes, developer equity, and/or any other source of funding.

**"Outstanding Bonds"** means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of **"Outstanding Bonds"** for purposes of this prepayment formula.

**"Previously Issued Bonds"** means all Bonds that have been issued by CFD No. 2001-1 prior to the date of prepayment.

**"Public Facilities Requirements"** means either \$5,900,000 in 2001 dollars, which shall increase by three percent (3%) on January 1, 2002, and on each January 1 thereafter, or such lower number as shall be determined by the County as sufficient to fund public facilities to be provided by CFD No. 2001-1 under the authorized bonding program for CFD No. 2001-1.

The Special Tax obligation applicable to an Assessor's Parcel in CFD No. 2001-1 may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the County with written notice of intent to prepay. Within 30 days of receipt of such written notice, the County shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 75 days prior to any interest payment date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Future Facilities Amount
plus	Redemption Premium
plus	Defeasance
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1:** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the County.
- Step 2:** Divide the Maximum Special Tax computed pursuant to Step 1 for such Assessor's Parcel by the lesser of (i) the Maximum Special Tax revenues that could be collected in that Fiscal Year from property in the entire CFD, or (ii) the Maximum Special Tax revenues that could be generated at buildout of property in the CFD based on anticipated land uses at the time the prepayment is calculated.
- Step 3:** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid. (*the "Bond Redemption Amount"*).
- Step 4:** Compute the current Future Facilities Costs.
- Step 5:** Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Future Facilities Costs to be prepaid (*the "Future Facilities Amount"*).

- Step 6:** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "Redemption Premium"*).
- Step 7:** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8 and 9 of this prepayment formula will not apply.
- Step 8:** Compute the amount of interest the County reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 9:** Take the amount computed pursuant to Step 7 and subtract the amount computed pursuant to Step 8 (*the "Defeasance"*).
- Step 10:** The administrative fees and expenses of CFD No. 2001-1 are as calculated by the County and include the costs of computation of the prepayment, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (*the "Administrative Fees and Expenses"*).
- Step 11:** A reserve fund credit shall be calculated as the reduction, if any, in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (*the "Reserve Fund Credit"*).
- Step 12:** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (*the "Prepayment Amount"*).



## **Attachment 1**

### **Tentative Map for Norris Canyon Estates**

## **APPENDIX D**

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### ***Boundary Map of Community Facilities District No. 2001-1***

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# EXHIBIT "A" PROPOSED BOUNDARIES OF COUNTY OF CONTRA COSTA COMMUNITY FACILITIES DISTRICT NO. 2001-1 (NORRIS CANYON)

CONTRA COSTA COUNTY, CALIFORNIA  
APRIL, 2001 SCALE 1"=500'



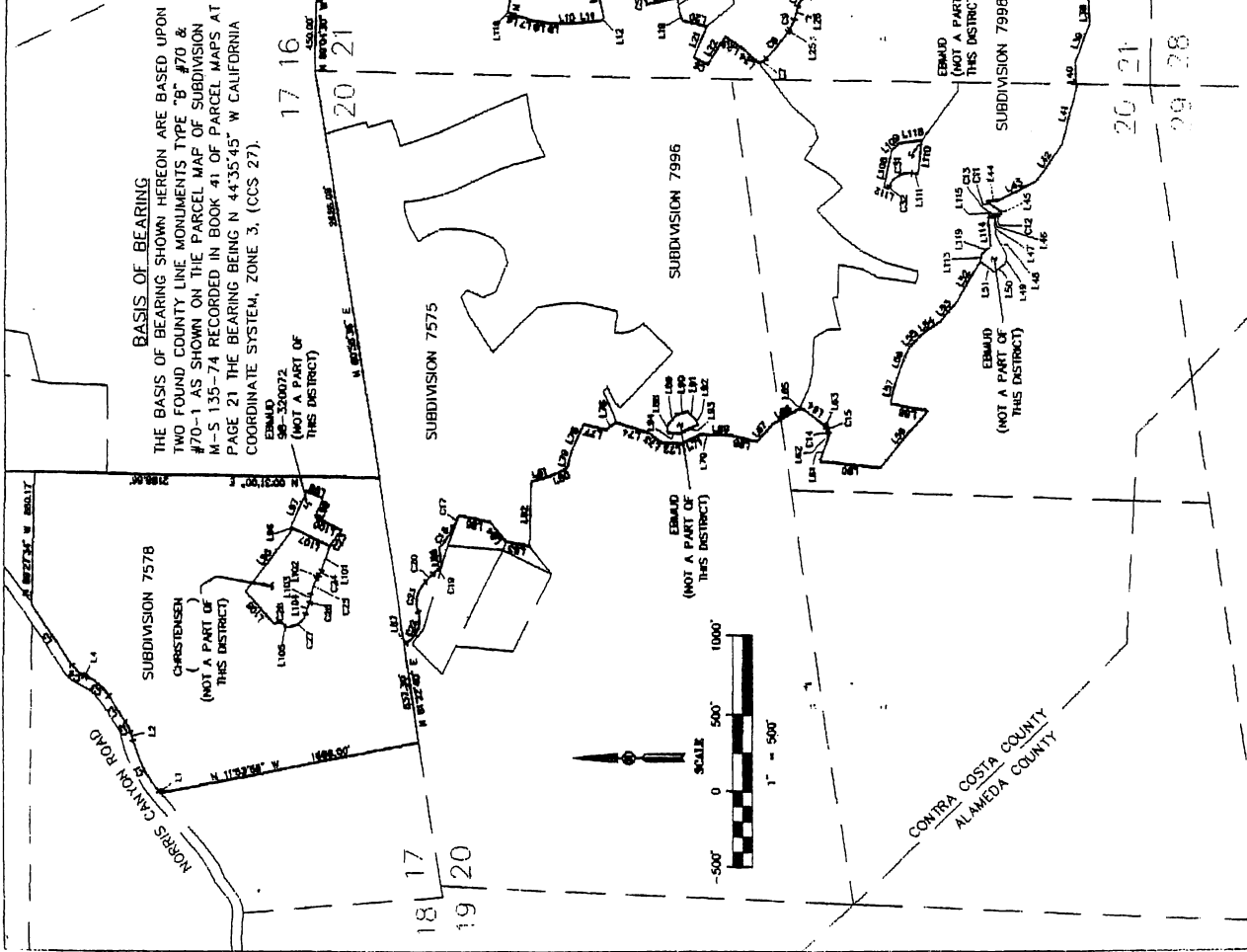
1. FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

2. I HEREBY CERTIFY THAT THE MAP SHOWING PROPOSED BOUNDARIES OF COUNTY OF CONTRA COSTA COMMUNITY FACILITIES DISTRICT NO. 2001-1 (NORRIS CANYON) WAS PREPARED BY A LICENSED SURVEYOR AND THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, AT A MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001, BY ITS RESOLUTION NO. \_\_\_\_\_

3. FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001, AT THE HOUR OF \_\_\_\_\_ O'CLOCK, A.M. IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, CALIFORNIA.

STEPHEN E. NEP  
COUNTY RECORDER

DEPUTY COUNTY RECORDER



LINE	LENGTH	BEARING
L1	17.34	N 89°22'57.7" E
L2	17.34	N 89°22'57.7" E
L3	17.34	N 89°22'57.7" E
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L99	17.34	N 89°22'57.7" E
L100	17.34	N 89°22'57.7" E

CURVE	DATA	BEARING	LENGTH
C1	2422.53'	N 89°22'57.7" E	300.15'
C2	2422.53'	N 89°22'57.7" E	300.15'
C3	2422.53'	N 89°22'57.7" E	300.15'
C4	2422.53'	N 89°22'57.7" E	300.15'
C5	2422.53'	N 89°22'57.7" E	300.15'
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C32	2422.53'	N 89°22'57.7" E	300.15'
C33	2422.53'	N 89°22'57.7" E	300.15'

## **APPENDIX E**

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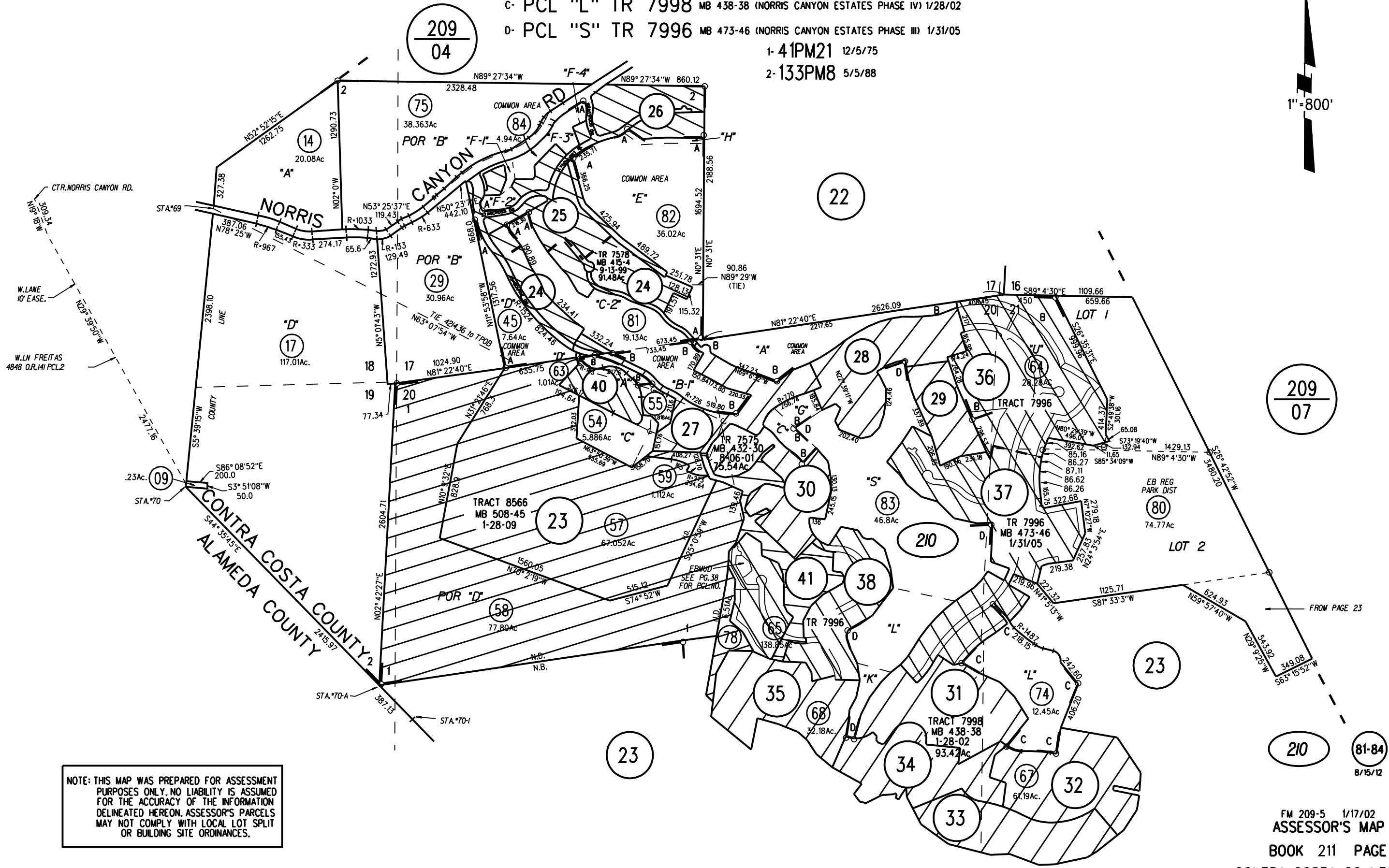
*Assessor's Parcel Maps for  
Fiscal Year 2013-14*

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POR SEC 17,18,19,20&21 T2S R1W MDBM

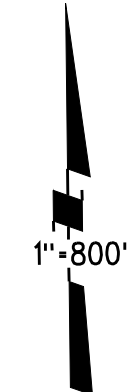
- A- POR TRACT 7578 MB 415-4 (NORRIS CANYON ESTATES) 9/13/99
- B- POR TRACT 7575 MB 432-30 (NORRIS CANYON ESTATES) 8/6/01
- C- PCL "L" TR 7998 MB 438-38 (NORRIS CANYON ESTATES PHASE IV) 1/28/02
- D- PCL "S" TR 7996 MB 473-46 (NORRIS CANYON ESTATES PHASE III) 1/31/05

1- 41PM21 12/5/75  
2- 133PM8 5/5/88

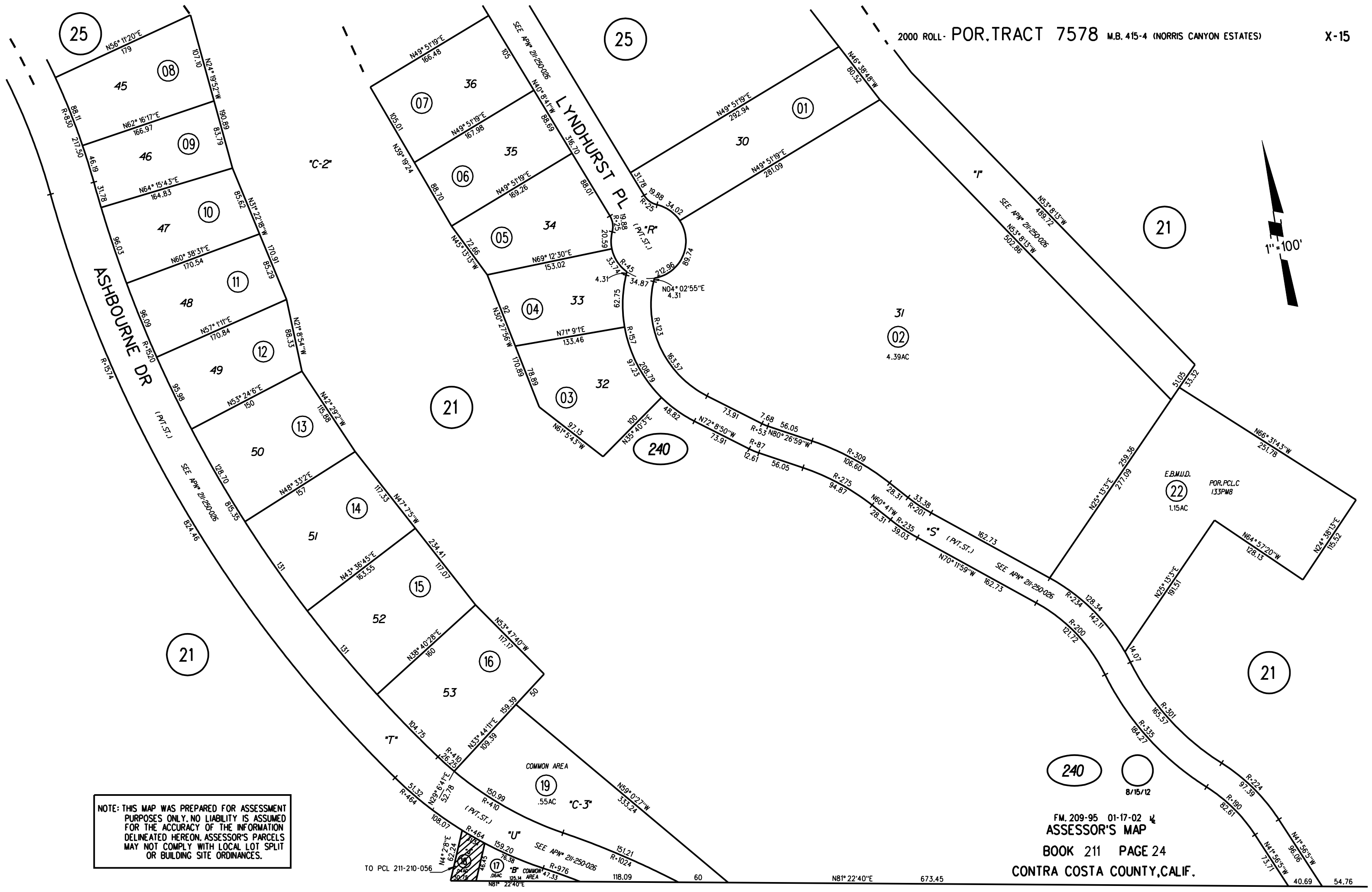


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

A-2010 ROLL - LTS 1,2&3 TR 8566 MB 508-45 (WIEDEMANN RANCH ESTATES) 1/28/2009

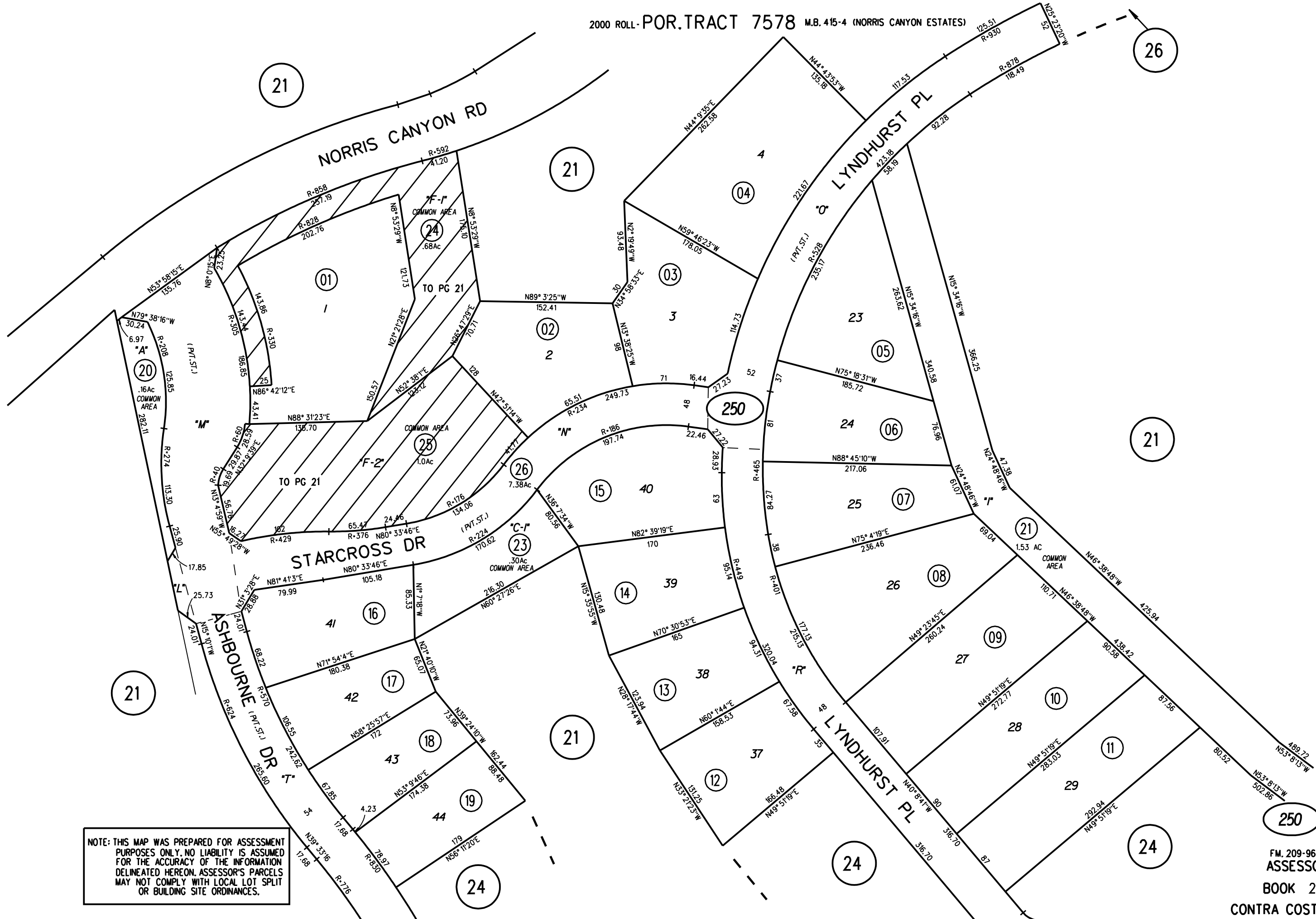


FM 209-6 1/17/02 <sup>37-8</sup>  
ASSESSOR'S MAP



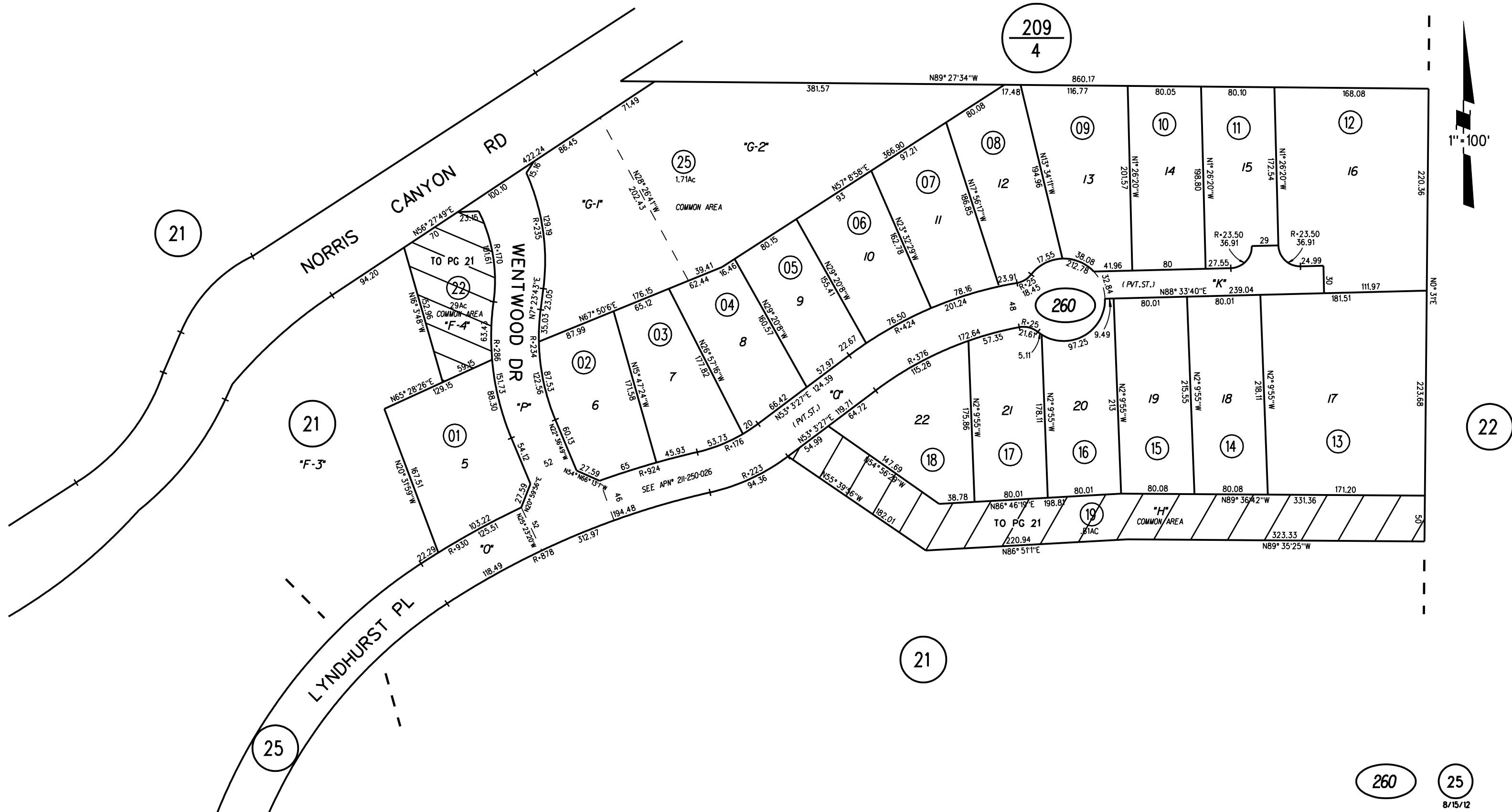
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FM. 209-95 01-17-02  
ASSESSOR'S MAP  
BOOK 211 PAGE 24  
CONTRA COSTA COUNTY, CALIF.



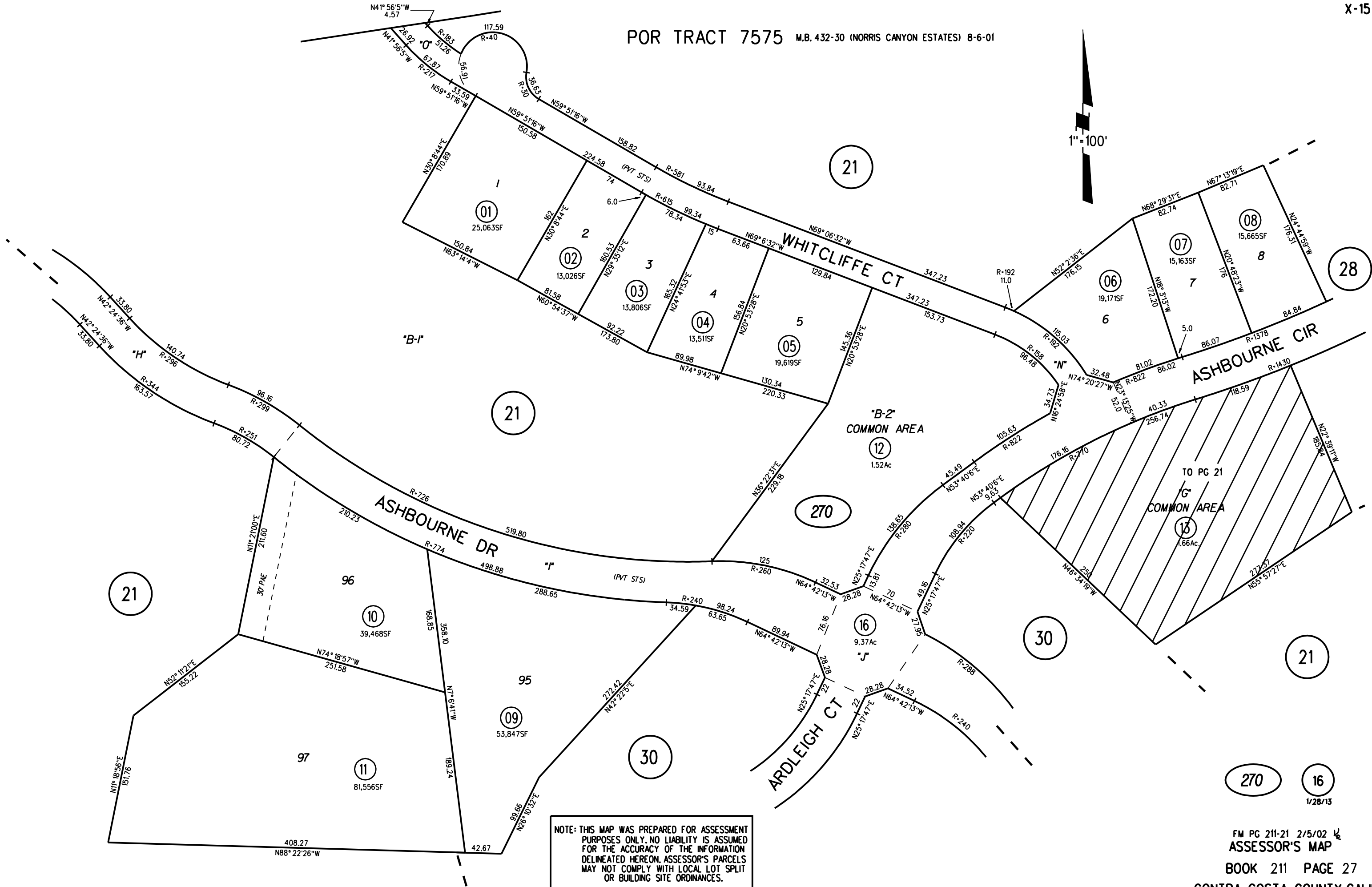
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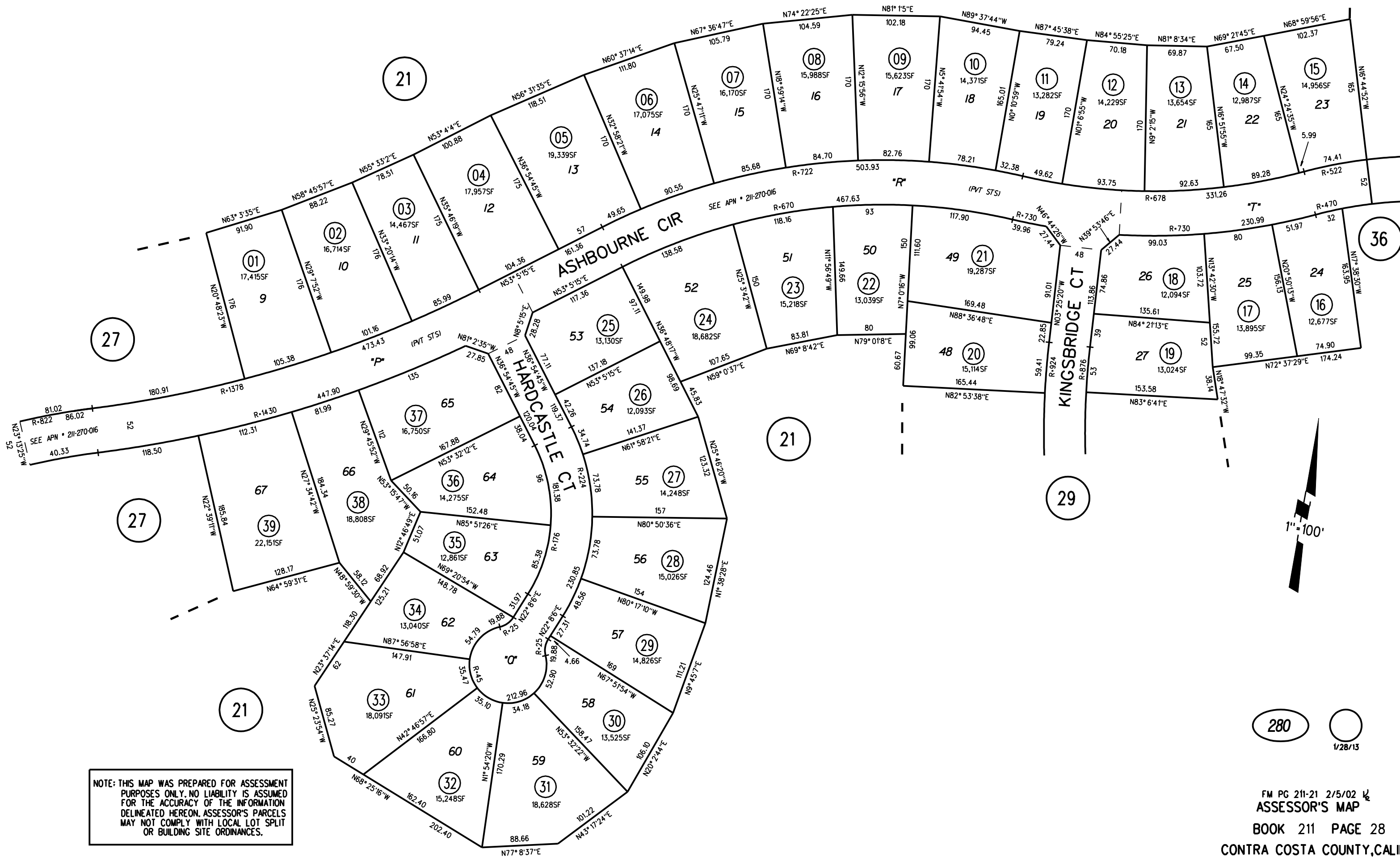




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POR TRACT 7575 M.B. 432-30 (NORRIS CANYON ESTATES) 8-6-01





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ASHBOURNE CIR

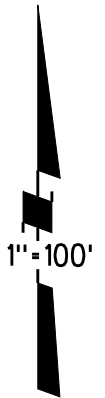
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28

POR TRACT 7575

M.B. 432-30 (NORRIS CANYON ESTATES) 8-6-01

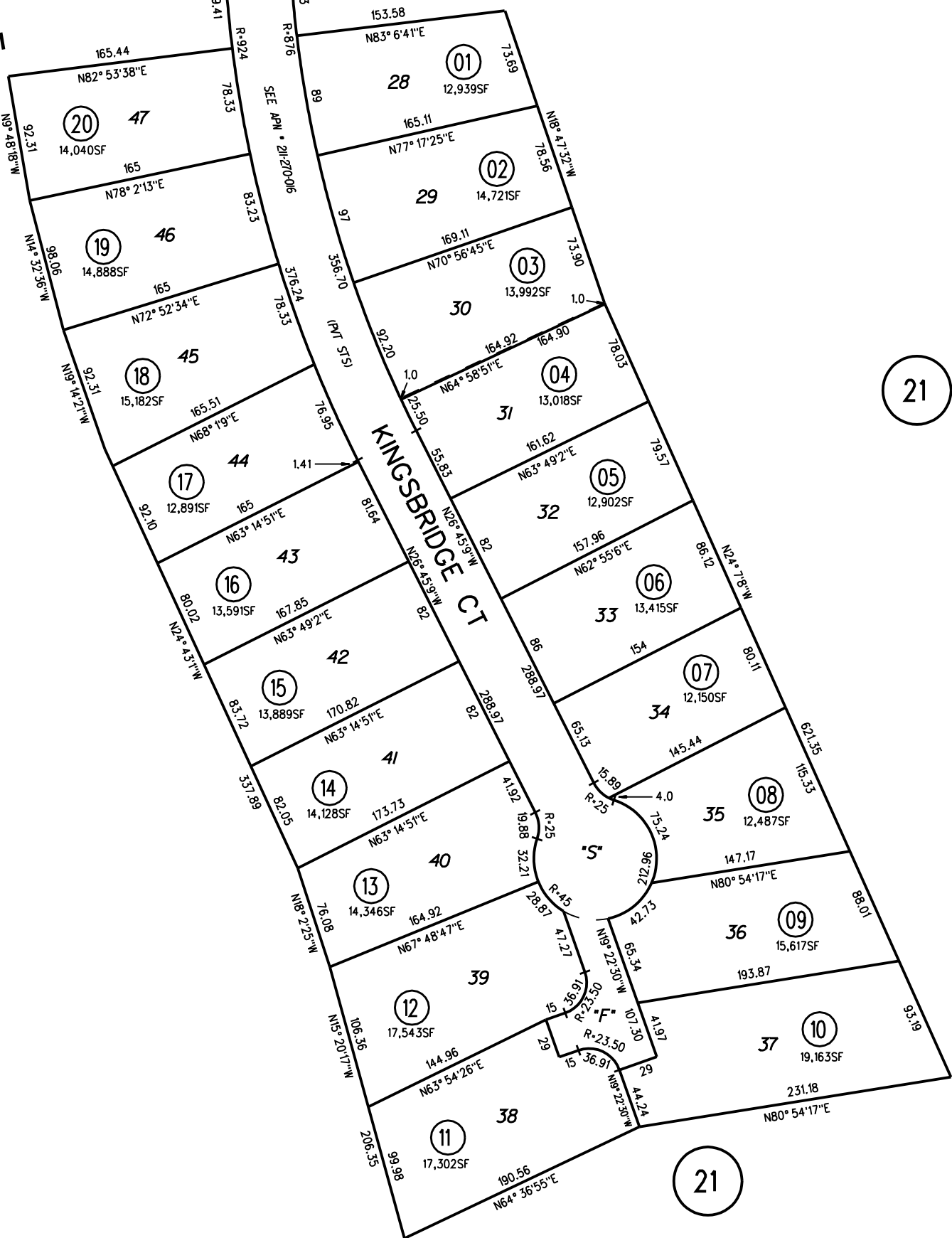
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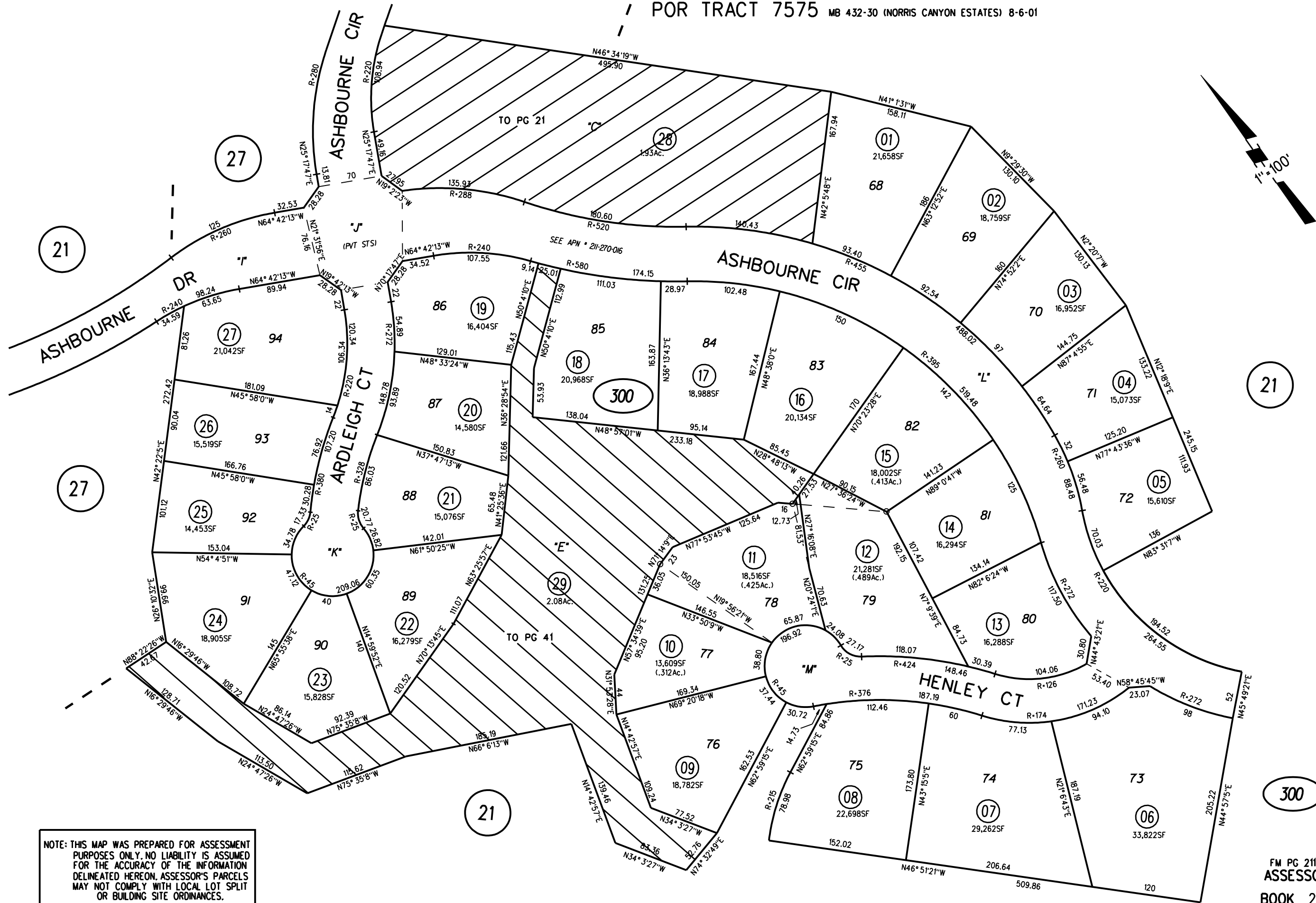
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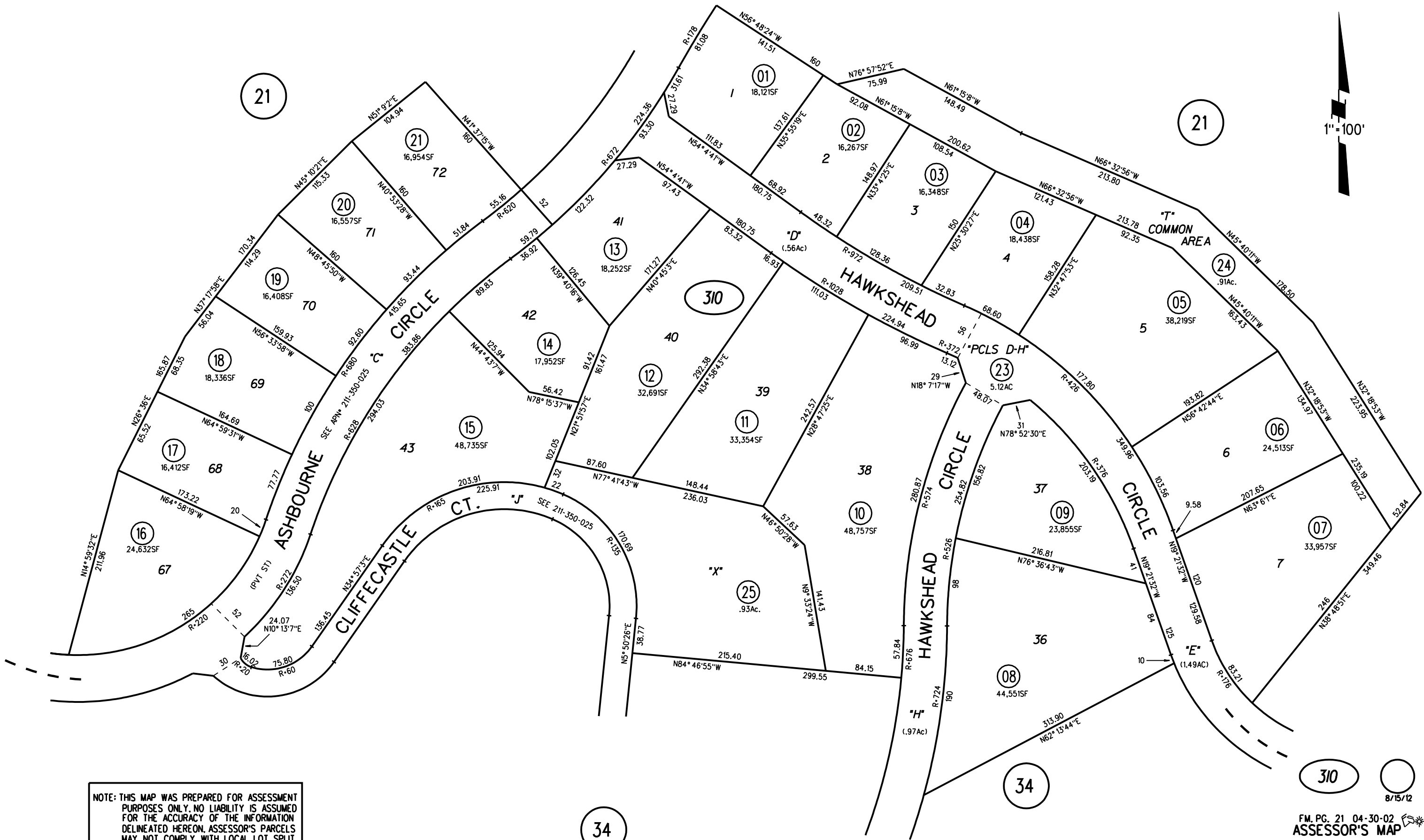
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1/28/13

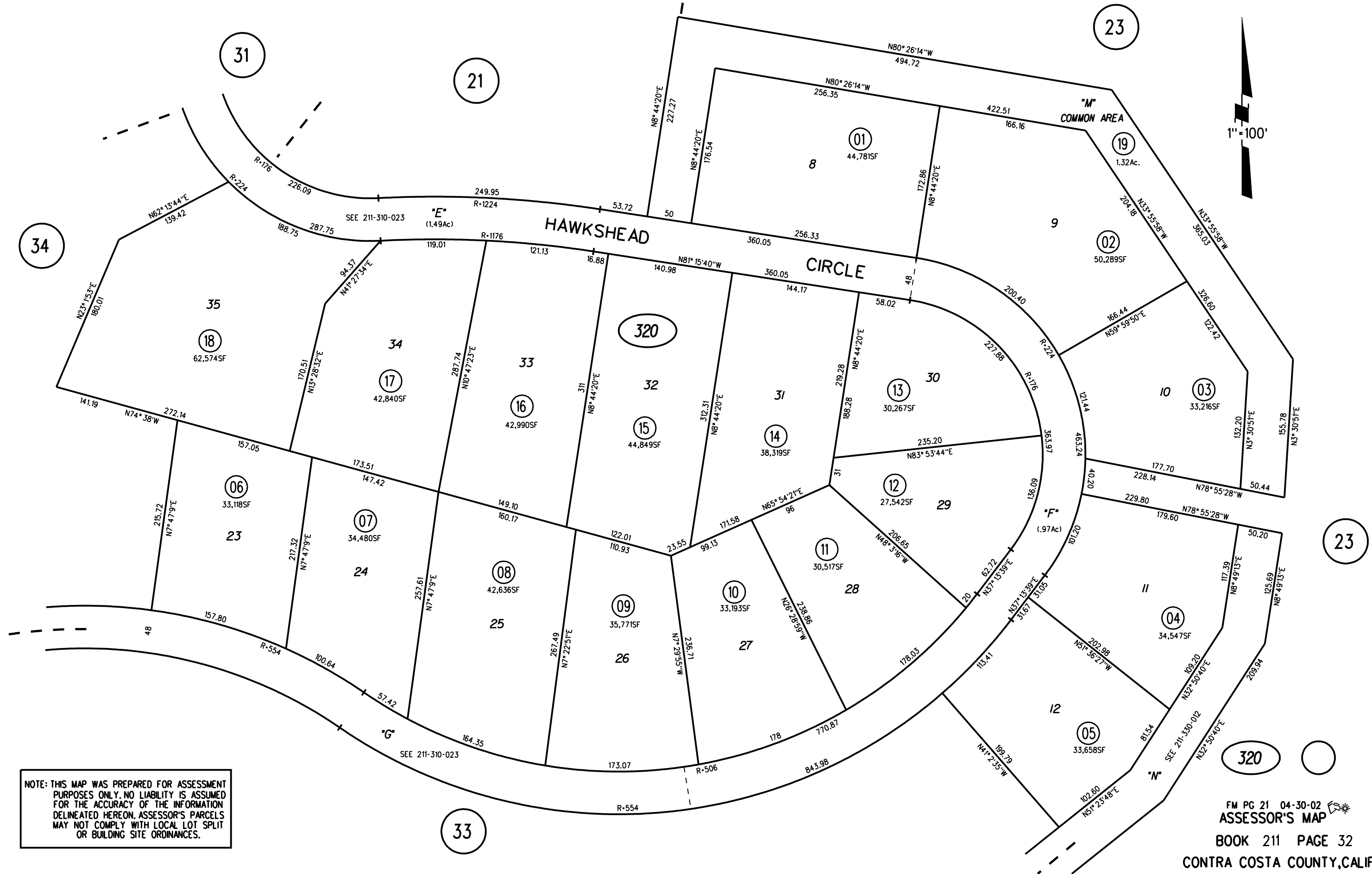
POR TRACT 7575 MB 432-30 (NORRIS CANYON ESTATES) 8-6-01

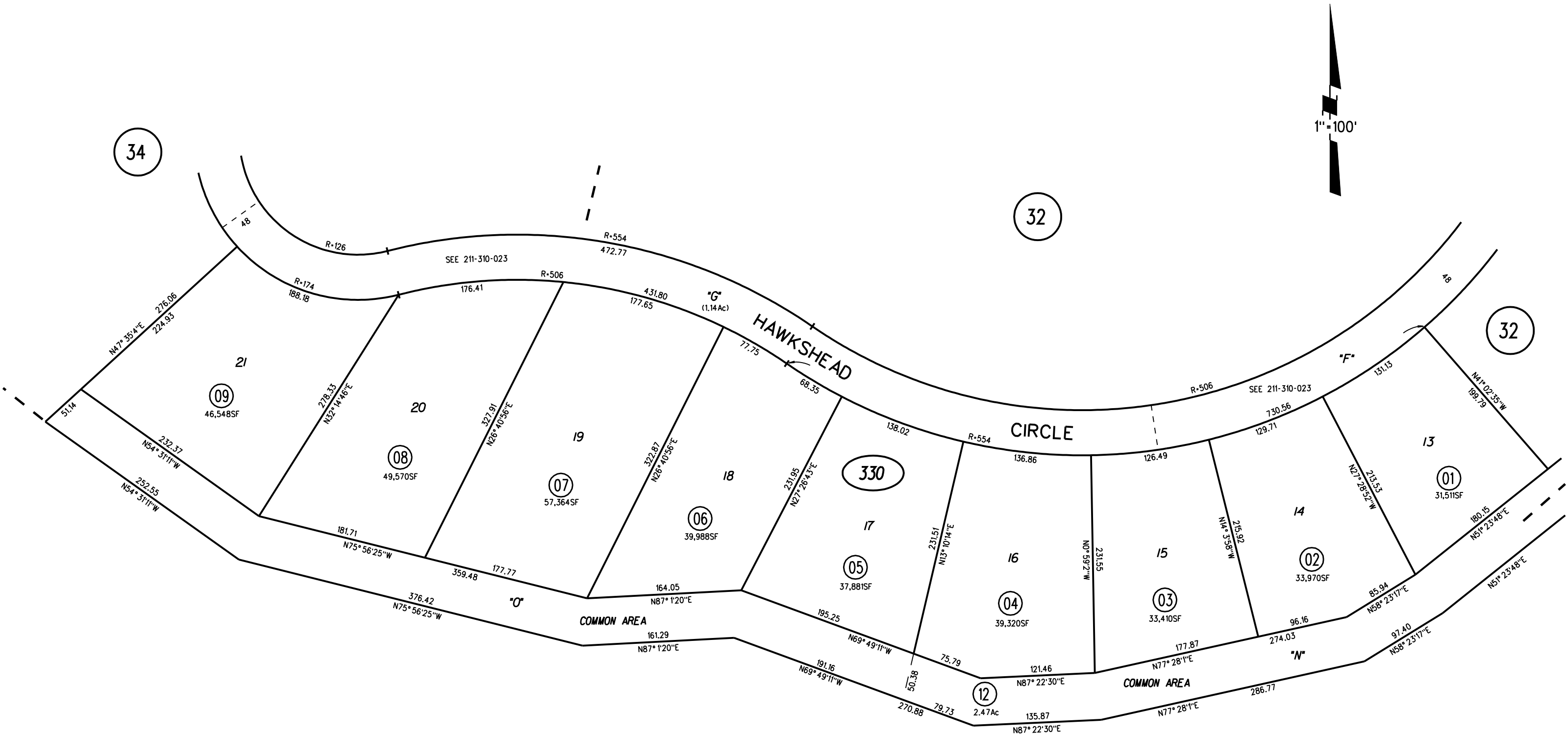


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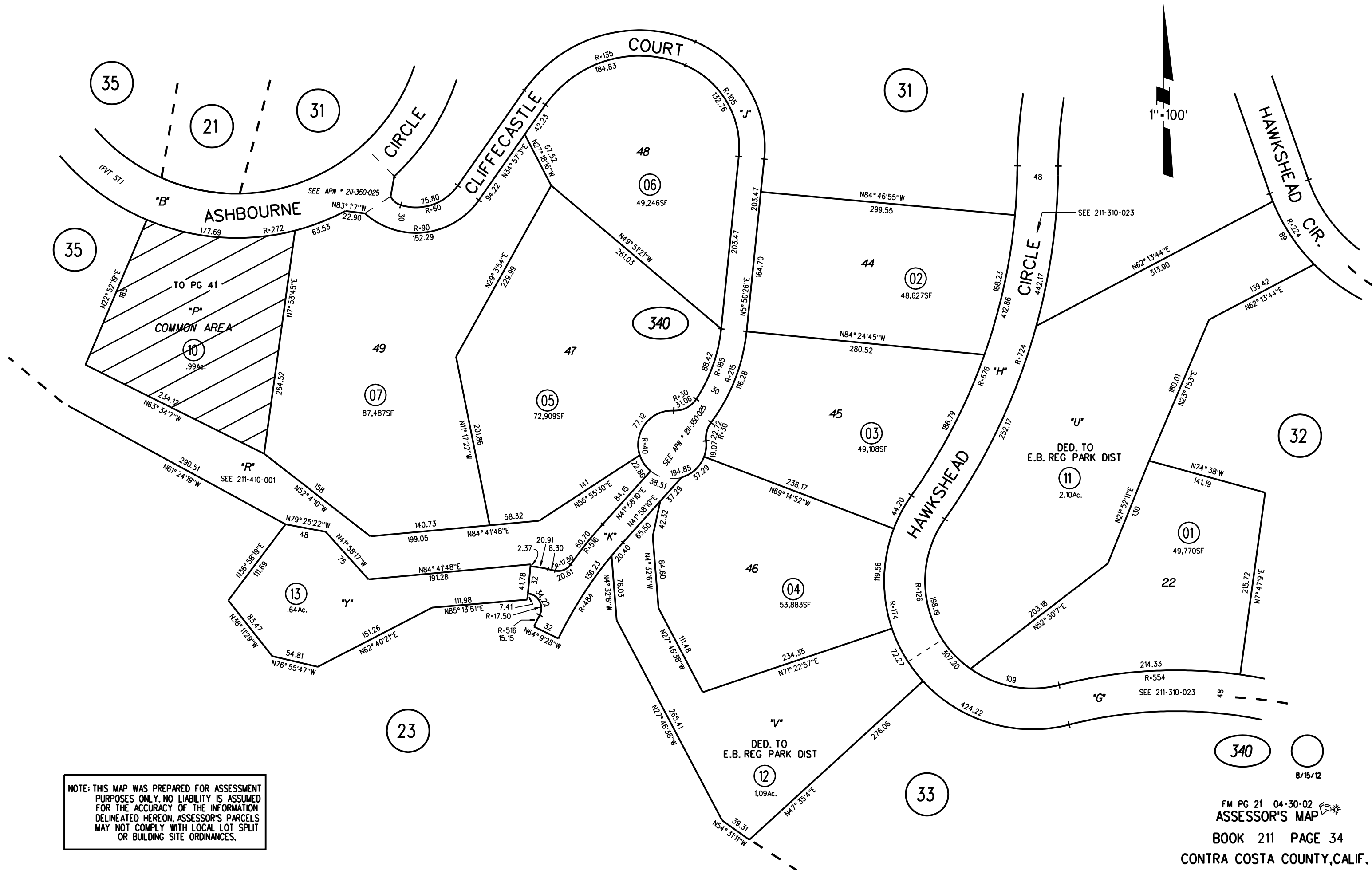
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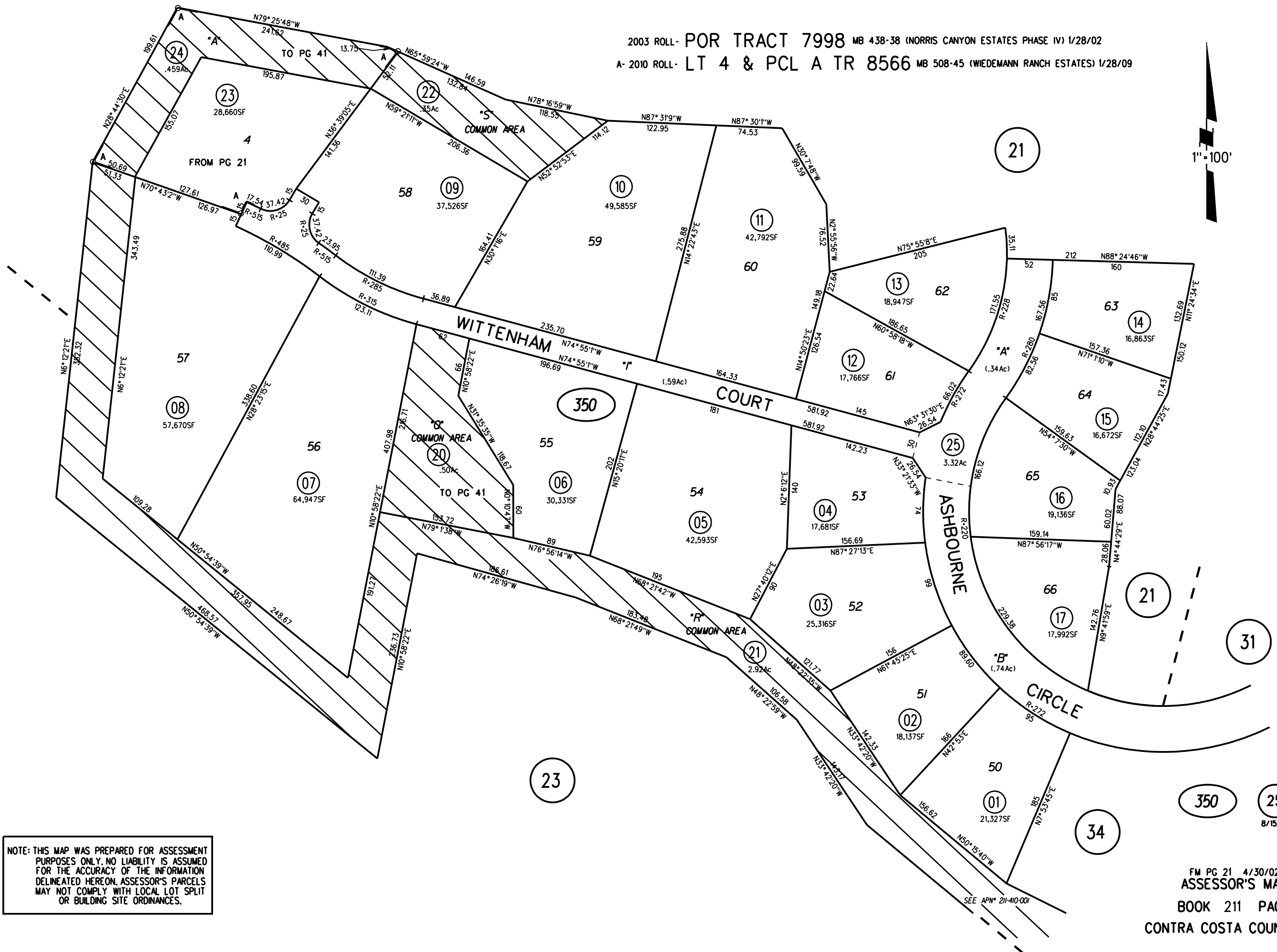
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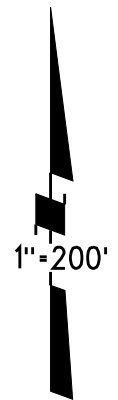


2003 ROLL- POR TRACT 7998 MB 438-38 (NORRIS CANYON ESTATES PHASE IV) 1/28/02  
A- 2010 ROLL- LT 4 & PCL A TR 8566 MB 508-45 (WIEDEMANN RANCH ESTATES) 1/28/09

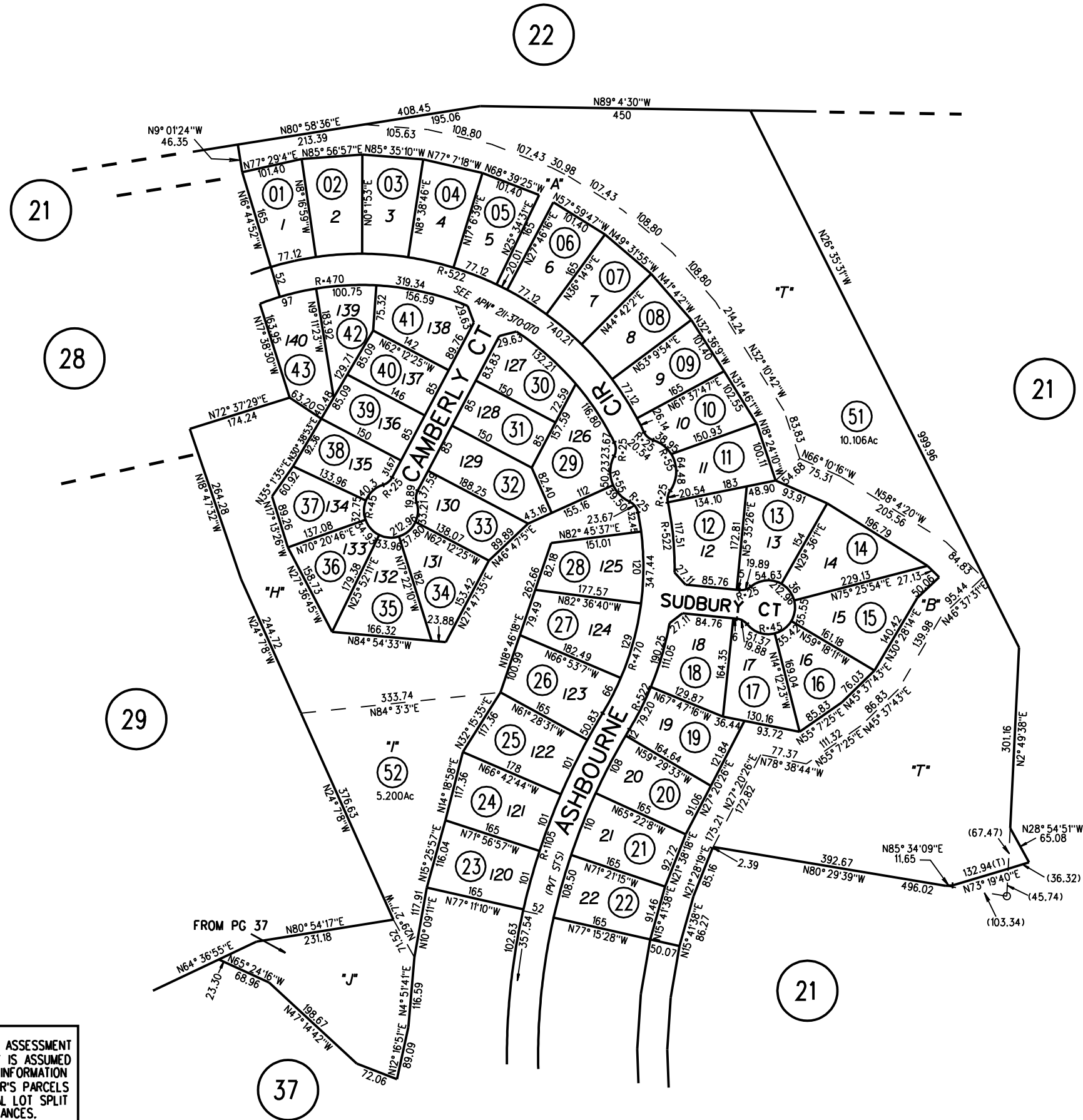
1"=100'



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.



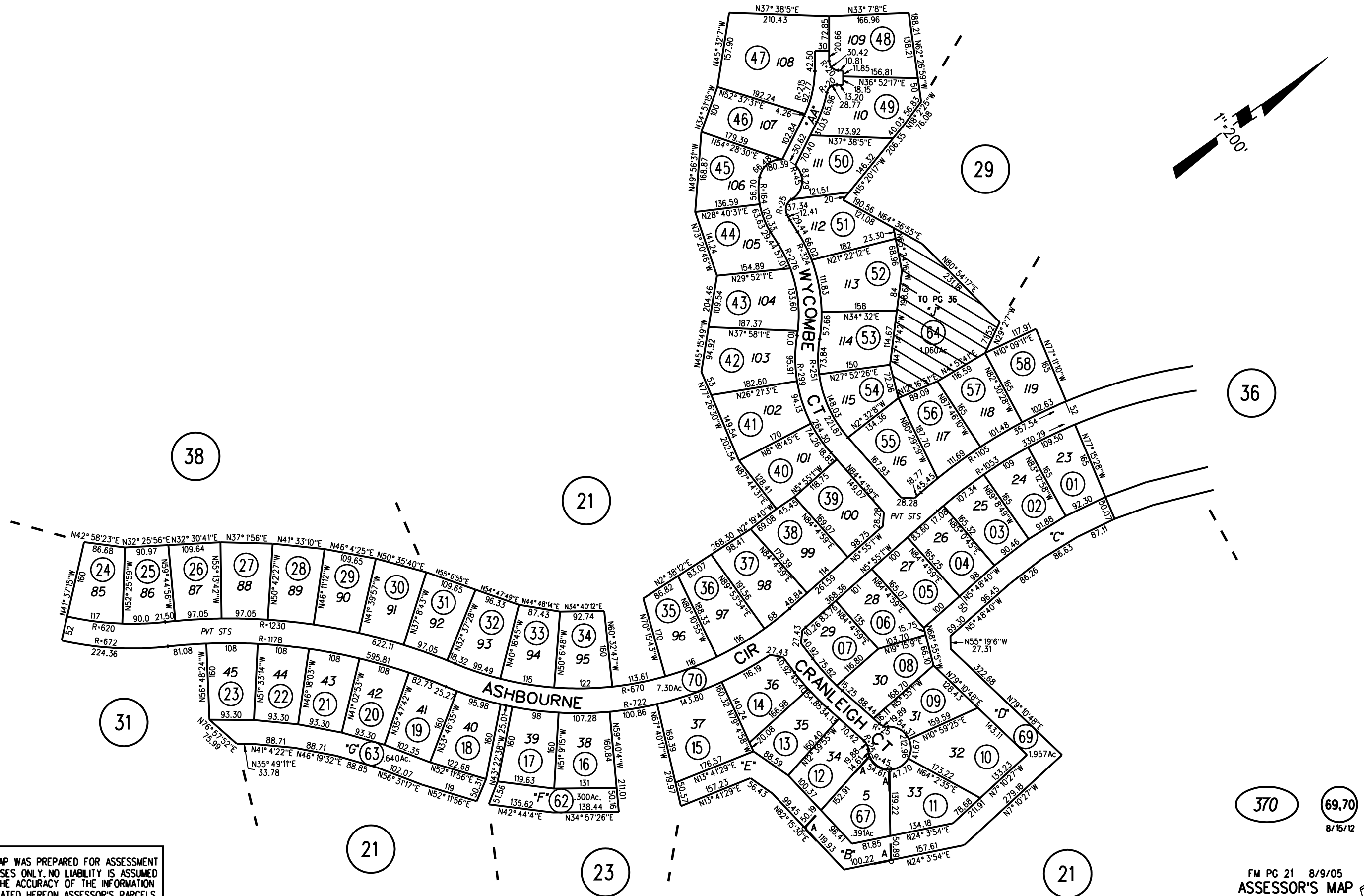
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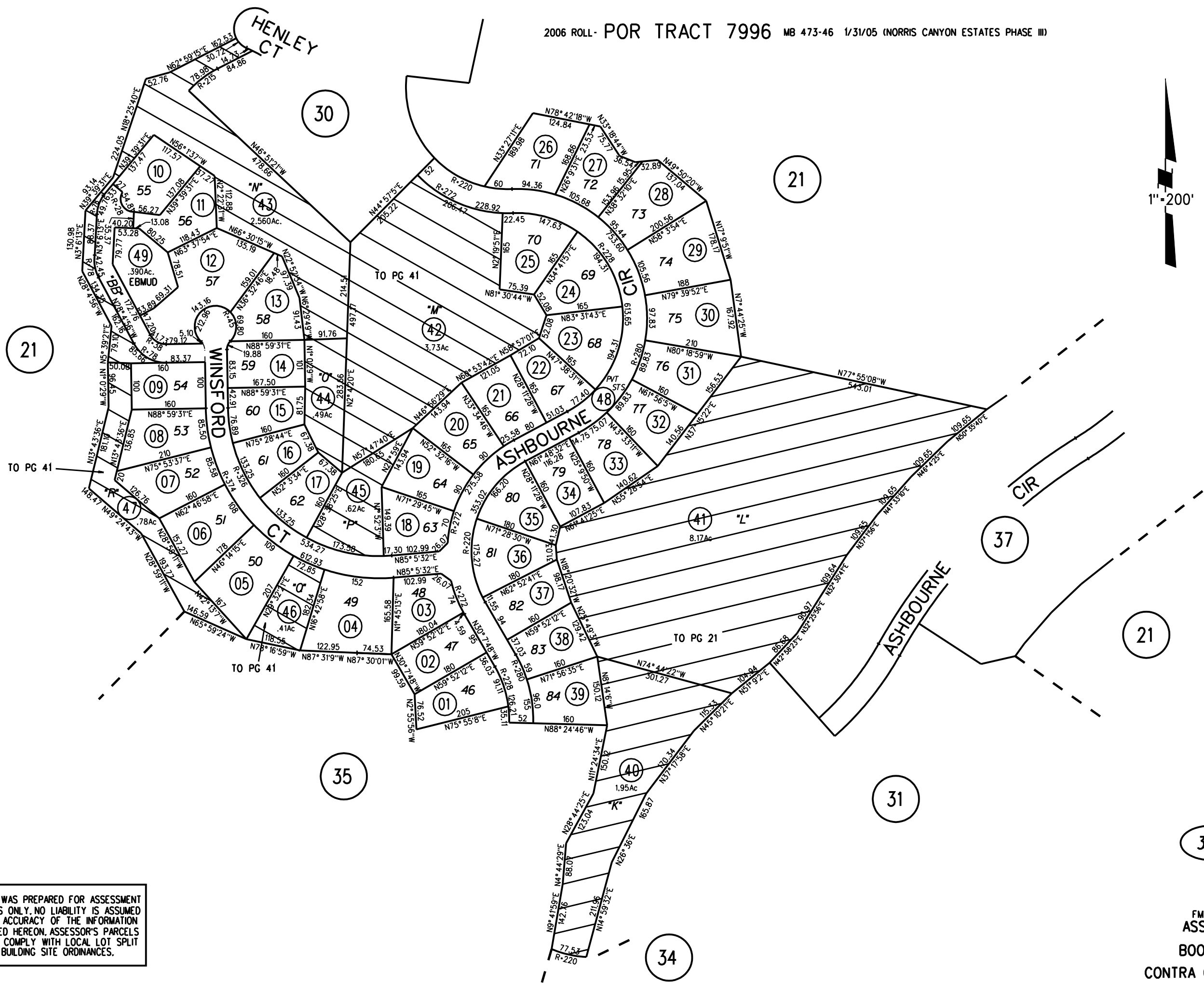
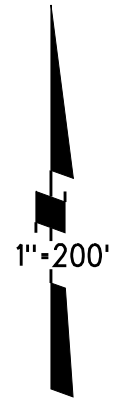
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51.52

8/15/12

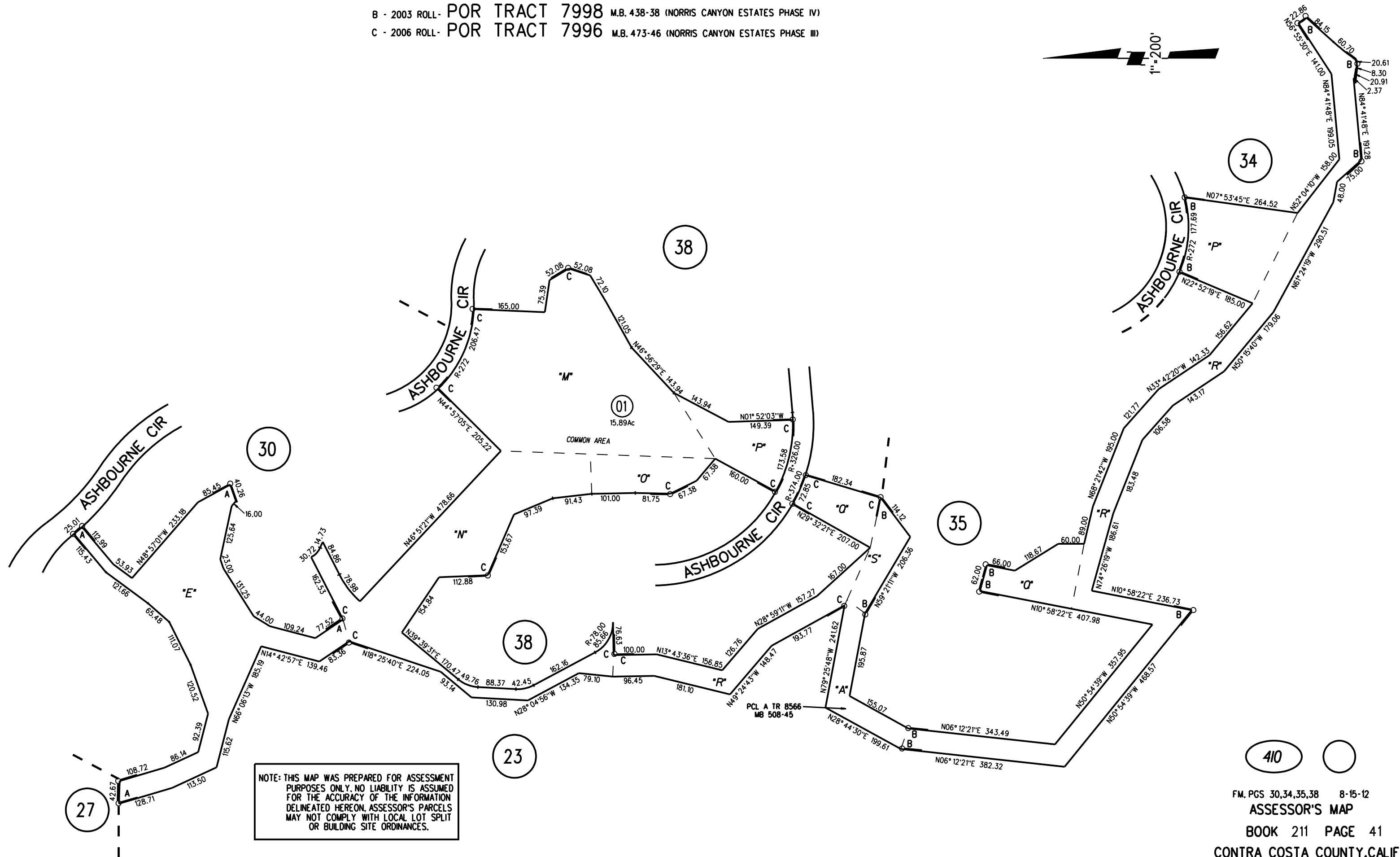


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A - 2002 ROLL - POR TRACT 7575 M.B. 432-30 (NORRIS CANYON ESTATES)  
 B - 2003 ROLL - POR TRACT 7998 M.B. 438-38 (NORRIS CANYON ESTATES PHASE IV)  
 C - 2006 ROLL - POR TRACT 7996 M.B. 473-46 (NORRIS CANYON ESTATES PHASE III)





Contra  
Costa  
County

To: Board of Supervisors

From: Julia R. Bueren

Date: February 25, 2014

Subject: 2013 Annual Report from Board Advisory  
Body

**RECOMMENDATION(S):**

RECEIVE the 2013 Annual Report submitted by the Iron Horse Corridor Advisory Committee, as recommended by the Public Works Director, Concord, Pleasant Hill, Walnut Creek, Alamo, Danville and San Ramon areas.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year.

The attached report fulfills this requirement for the Iron Horse Corridor Advisory Committee.

**CONSEQUENCE OF NEGATIVE ACTION:**

The committee will not be in compliance with Resolution No. 2002/377.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Carrie Ricci, 925-313-2235

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.



# Iron Horse Corridor Advisory Committee 2013 Annual Report

**Advisory Body Name:** Iron Horse Corridor (IHC) Advisory Committee

**Advisory Body Meeting Time/Locations:**

Committee meets quarterly at 4:30 p.m., Brookside Clubhouse, Concord, CA 94520

**Chair:** Stewart Proctor

**Staff Person:** Carrie Ricci

**Reporting Period:** January 2013 through December 2013

## Activities

The Committee met four times between January 1, 2013 and December 31, 2013. The Committee reviewed and commented on two landscaping projects, one pedestrian bridge project, one license agreement, a park dedication fund request, a request to place free library adjacent to the Iron Horse Trail, a request for monies from the Kinder Morgan tree donation fund, monitored the IHC Trust Fund financials, and provided comments to the updated Iron Horse Corridor Management Program Bylaws.

## Accomplishments

The Committee provided feedback to staff on the updated Iron Horse Corridor Management Program Bylaws. The updated bylaws were approved by the Board of Supervisors in 2013.

## Meeting and Working Session Attendance/Representation

<u>Representative</u>	<u>Name(s)</u>	<u>Attendance</u>
District III At-Large .....	Vacant	
District IV At-Large .....	Paul Eykamp.....	100% - 4 meetings
Alamo .....	Greg Wiener .....	75% - 3 meetings
Concord .....	Rosanne Nieto .....	50% - 2 meetings
Danville.....	Stewart Proctor.....	100% - 4 meetings
EBRPD.....	Davio Santos .....	100% - 4 meetings
Pleasant Hill.....	Chris Learned .....	75% - 3 meetings
San Ramon.....	David Hudson .....	100% - 4 meetings
Walnut Creek.....	Lesley Hunt .....	100% - 4 meetings

## Training/Certification

No training was held in 2013.

# **Work Program for 2014**

## **Iron Horse Corridor Advisory Committee**

### **Task 1: Review and comment on tree planting requests**

In 2010 and 2011, the Board of Supervisors approved the new Tree Planting and Preservation Policy for the Iron Horse Corridor. Staff anticipates requests from tree planting sponsors to implement new tree planting projects. The committee will review and make recommendations on new tree planting requests.

Suggested completion date: ongoing as requests are made

### **Task 2: Continue to review and comment on the Adopt-the-Corridor Program**

The committee will receive periodic updates on the Adopt-the-Corridor Program as projects are proposed and will be asked to provide feedback and suggestions on ways to improve/streamline the program. The committee will also be asked to assist with turnkey projects and approve those volunteer projects which have proceeded in accordance with the Adopt-the-Corridor Program.

Suggested completion date: ongoing project review as projects are proposed

### **Task 3: Review and comment on the Iron Horse Corridor Budget**

The committee receives a quarterly update of Iron Horse Corridor Trust Fund revenues and expenditures. The committee will review the budget and make recommendations.

Suggested completion date: ongoing

### **Task 4: Review and comment on Project Status Log**

The committee receives a log of active projects in the Iron Horse Corridor and their status at quarterly advisory committee meetings. The committee will review the log and provide comments.

Suggested completion date: ongoing

### **Task 5: Review and comment on major projects affecting the Iron Horse Corridor**

The committee will be asked to review major projects that affect or potentially affect the Iron Horse Corridor. Recent examples include the landscaping improvements for Walden Green Phase II, the Hookston Station Landscaping Project and the proposed pedestrian bridge behind Danville Square. All of these projects were brought to the Committee for comment in the last year. Projects which will have a major impact on the Corridor will continue to be brought to the committee for review and input.

Suggested completion date: ongoing as needed



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher  
Date: February 25, 2014

Subject: Operations Update of the Employment and Human Services Department, Community Services Bureau

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**RECOMMENDATION(S):**

ACCEPT the January 2014 update on the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communications and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

**CONSEQUENCE OF NEGATIVE ACTION:**

Not applicable.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Elaine Burres, 313-1717

By: , Deputy

cc:



Camilla Rand, M.S.  
Director

To: David Twa, Contra Costa County Administrator  
From: Kathy Gallagher, EHSD Director  
Subject: Monthly Report  
Date: February 11, 2014

---



I. Good News Update/Accomplishments:

- CSB, in collaboration with the Contra Costa Dental Society, Strategies for Healthy Smiles, the Children's Oral Health Program and Loma Vista Dental Students, participated in the national and annual Give Kids a Smile Day Event. CSB provided on-site dental exams and fluoride varnish applications to 690 children. Resources, referrals and follow ups will be provided to children in need of dental homes and/or treatment and local dentists will open their offices to address the treatment needs of approximately 70 children in the near future.
- With parental consent and participation, West County students diagnosed with asthma, participate in ongoing services provided by the Northern California Breath Mobile. At this "asthma clinic on wheels" children are seen by doctors, nurses and respiratory therapists every 4-6 weeks and receive screenings, assessments, medication, tools, ongoing care, and education while parents receive education regarding asthma triggers and managing asthma.
- CSB staff has begun their annual individual meetings with each Board member. The meeting includes information on the upcoming Head Start Key Indicator Screening, 2012-2013 PIR report and highlights, budget updates, and general program updates. These meeting are an excellent opportunity to showcase the program as well as share challenges in the coming year.
- CSB's Child Nutrition Unit prepared and served the food for the annual Martin Luther King Jr. Celebration held in the Board of Supervisors Chambers. Once again, an excellent lunch was served and many were overheard saying how delicious the food was and how it was beautifully prepared.
- CSB is continuing staff training for all teachers by clusters. This month's focus is on the Project Approach. The Purpose is to deepen project implementation and to develop skills in math, literacy and program solving.
- CSB's certified Program Infant/ Toddler Care Trainer is conducting training for the Early Head Start staff on "Infant/Toddler Social Emotional Milestones; Responsiveness, Care giving and Identity" while the preschool teachers are having their training on the "Project Approach".
- CSB's certified Reliable Classroom Assessment Scoring System Trainer will be delivering a 2-day CLASS Training to a full class of CSB and Delegate Agency staff members on February 26<sup>th</sup> and 27<sup>th</sup>.





Camilla Rand, M.S.  
Director



- CSB is focusing on kindergarten readiness. Teachers are reviewing information with parents from the Road Map to Kindergarten, encouraging parents to visit schools prior to registering children for kindergarten, and will provide packets of information regarding kindergarten readiness in the weeks to come.
- Forty-three CSB managers and supervisors participated in the Bureau's annual Chronological Supervision Training held on January 14 and January 16, 2014. The training was conducted by several CSB Senior Management Staff: Camilla Rand, Director; Katharine Mason, Division Manager; Reni Radeva, PSA III; and Charlene Calica-Knighton; PSA II. The interactive training focused on effective supervision strategies and systems, including Progressive Discipline, Goal Development and Coaching to ensure that CSB's managers and supervisors are well prepared to support high quality performance and effectively address under performance.
- It is required by Head Start that at least 10% of the children enrolled are children with disabilities, defined as having an Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP). At this time CSB has exceeded this requirement with 11.06% of preschool age children with an IEP and 11.1% of infant and toddlers with an IFSP.

## II. Status Updates:

- a. Caseloads, workload (all programs)
  - Head Start Enrollment: 1570; 100% enrolled
  - Early Head Start Enrollment: 270; 104% enrolled
  - Stage 2: 372 Families – 590 Children
  - CAPP: 95 Families – 144 Children
  - LIHEAP: Zero clients served (Awaiting 2014 funding)
  - Weatherization: 6 Units Weatherized (Awaiting 2014 Funding)
- b. Staffing:
  - CSB continues to interview and fill permanent positions. The Bureau's Personnel unit is working with the County's Human Resources Department on opening recruitments to fill vacancies within crucial supervisor - management classifications such as the Site Supervisor - Project, Comprehensive Services Assistant Manager-Project and Children's Services Manager-Project.
- c. Legal/lawsuits
  - N/A
- d. Union Issues
  - Staff held a Meet and Confer with Public Employee Union Local 1 to discuss the extension of the part day/part year program through June 30, 2014
  - Staff conducted two Skelly Hearings with employees and PEU Local 1 Business Agent –Representing the Line Staff Unit
- e. Hot Topics/Concerns/Issues
  - Transitional Kindergarten (TK) for All (SB 837): While the concept of extending TK to all 4 year olds is a good one, there are a number of





Camilla Rand, M.S.  
Director



challenges with the current legislation which are being addressed by a paper written in collaboration with CSB, First 5 Contra Costa, the Contra Costa County Office of Education, and the Contra Costa Child Care Council.

### III. Emerging Issues/New Challenges:

- CSB received its scheduled window for the Head Start Key Indicator Screen between March 10<sup>th</sup> and April 4<sup>th</sup>, 2014. Prior to the 3-day visit by the Office of Head Start, we will be given a two week notice letter at which time staff will complete final preparations. This year two screening will be comprised of a small subset of compliance measures and will be limited to a review of our systems and interviews with Governing Body members and key staff.
- CSB plans to extend its part-day preschool program for two additional months in May and June. This is a welcome opportunity after Sequestration forced the shortening of our regular part-day school year, impacting families and part-day teaching staff. This extension will be funded through State dollars, which ensures that all State funds are expended.
- CSB received official word from the Office of Head Start (OHS) that the 5.27% sequester cuts will be restored and the Bureau will receive a 1.3% COLA increase for the 2014 Fiscal year (see attached information Management Bulletin). Staff estimates increased revenue of approximately \$ 1.7 million based on this information.

cc: Policy Council Chair  
Family & Human Services Committee  
Shirley Karrer, ACF





Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher  
Date: February 25, 2014

Subject: RE-TITLE the Workforce Development Board Seat

**RECOMMENDATION(S):**

RE-TITLE the Workforce Development Board of Contra Costa County, Community Based Organization (CBO), Seat Number 3 to Veterans Services Organization (VSO) Seat.

**FISCAL IMPACT:**

Not Applicable

**BACKGROUND:**

The Workforce Investment Act (WIA) requires local Workforce Investment Boards to have at least one member to represent veterans. The re-titled position will broaden the scope of the Workforce Development Board of Contra Costa County to ensure representation of veterans and thereby fulfilling the requirements of the WIA. The VSO seat can be filled by a governmental or non-governmental representative.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without a Veterans Services Organization Seat, the Workforce Development Board of Contra Costa County will not be in compliance with the Workforce Investment Act.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Elaine Burres. 313-1717

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D.  
Date: February 25, 2014

Subject: Annual Report on the Integrated Pest Management  
Program

**RECOMMENDATION(S):**

Accept the 2013 Annual Report on the Integrated Pest Management (IPM) Program.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The County Board of Supervisors adopted an Integrated Pest Management (IPM) Policy in November 2002. The Board adopted the policy in response to a report published in March 2001 by the County's Public and Environmental Health Advisory Board (PEHAB). An Integrated Pest Management Task Force was established to look at the County's use of pesticides and ways of reducing them through the use of IPM. In January 2009, an IPM Coordinator was hired and in November 2009 the Task Force was dissolved and the IPM Advisory Committee was formed to take its place.

At the Transportation, Water and Infrastructure Committee meeting on December 5, 2013, the Michael Kent presented the report on the progress of the County's IPM program. The report contains the accomplishments of the Departmental IPM Programs, the IPM Advisory Committee, and the IPM Coordinator for 2013. The report was accepted by the Committee and referred to the Board.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Randy Sawyer, 335-3210

By: , Deputy

cc: T Scott, C Rucker, Tanya Drlik



# **Contra Costa County Integrated Pest Management Advisory Committee**

## **2013 Annual IPM Program Status Report**

**to the**

**Transportation, Water, and Infrastructure Committee of the Contra Costa Board of Supervisors**

### **EXECUTIVE SUMMARY**

This year, the IPM Advisory Committee continued to explore

- how pest management decisions are being made in the County,
- how to make the IPM Program more transparent, especially in the area of pesticide use, and
- additional metrics to comprehensively evaluate the IPM program (to augment pounds of pesticide used).

Last year, the Committee developed a form for documenting pest management decisions. This year, each of the departmental IPM programs developed at least one comprehensive decision making document for a particular pest, and the Agriculture Department developed two. The Committee reviewed these documents thoroughly and found them to be useful for enhancing program transparency and for educating interested persons in the details and complexities of pest management in the County. The Committee recommends that the Departments continue to use the form to document pest management decisions.

The Committee addressed reporting of “Bad Actor” pesticides along with whether the County should develop an IPM Ordinance, both issues raised by Parents for a Safer Environment.

Pesticide use by County operations increased somewhat this year but is still 60% below the amount used in FY 00-01. The increase in FY 12-13 was almost entirely in the Public Works Roadside and Flood Control Channel Maintenance Division and was because increased staffing allowed the Division to do more work in flood control channels. The Division also used fewer pounds of pre-emergent herbicides which necessitates the use of more post-emergent herbicides because the crew must return one or more times to a site to achieve the same level of weed control. This year, the Annual Report contains more detailed information about pesticides used in the County than previous reports.

Bed bugs remain a serious problem in the County, especially for those citizens who are least able to cope with the problem, such as the elderly, the disabled, and those with little means. The IPM Coordinator continues to provide information to these citizens about what they can do to prevent bites and reduce bed bug numbers. This year, the IPM Coordinator began working with Supervisor Gioia’s office and the City of Richmond, and Supervisor Mitchoff’s office and the City of Concord to clarify responsibilities and policies in the cities and the County.

This fall, the Contra Costa County Department of Agriculture, Vince Guise, Agricultural Commissioner, was honored with a prestigious IPM Innovator Award from the California Department of Pesticide Regulation. Commissioner Guise and his department will be recognized in a ceremony in Sacramento this coming January. The Department continued work on its noxious weed management program, a program that is unique in the state in its scope and persistence. The Department surveyed over 217,000 acres of public and private land, and treated 322 net acres of weeds.

In the Public Works Department, the Facilities Division continues to repair structural deficiencies in buildings to prevent the entry of pests. These deficiencies are prioritized and the backlog is addressed as time and resources allow. The Grounds Division has been able to increase their staffing this year, and because of the added staff they can once again work on improving the visual appearance of County grounds. The Roadside and Flood Control Maintenance Division used goats and/or sheep to abate weeds at 17 sites and is gaining knowledge and experience with this management method. The County Flood Control District is partnering with the non-profit Restoration Trust in an experiment along the Clayton Valley Drain to determine the feasibility and effectiveness of planting native grasses to outcompete exotic weeds.



## **HISTORY**

From 2002 to 2009, an informal IPM Task Force met to coordinate implementation of the IPM Policy that was adopted by the Board of Supervisors in November 2002. A formal body, the Integrated Pest Management (IPM) Advisory Committee, was created by the Board of Supervisors in November 2009. This report is the fifth annual status report from the IPM Coordinator and the IPM Advisory Committee.

## **BACKGROUND**

### **Purpose of the IPM Advisory Committee**

The purpose of the Committee is to:

1. Protect and enhance public health, County resources, and the environment;
2. Minimize risks and maximize benefits to the general public, staff, and the environment as a result of pest control activities conducted by County staff and contractors;
3. Promote a coordinated County-wide effort to implement IPM in the County in a manner that is consistent with the Board-adopted IPM Policy;
4. Serve as a resource to help the Agriculture and Public Works Departments and the Board of Supervisors review and improve existing pest management programs and the processes for making pest management decisions;
5. Make policy recommendations upon assessment of current pest issues and evaluation of possible IPM solutions; and
6. Provide a forum for communication and information exchange among members in an effort to identify, encourage, and stimulate the use of best or promising pest management practices.

### **Members of the IPM Advisory Committee**

Currently the Committee has a total of 13 seats consisting of voting and non-voting members.

The 8 voting members include

- One representative from Contra Costa Health Services
- One representative from the County Storm Water Program
- One representative from the County Public and Environmental Health Advisory Board
- One representative from the County Fish and Wildlife Committee
- One representative from an environmental organization
- Three at-large members of the public.

The 4 non-voting members include

- A representative from the Agriculture Department
- Two representative from the Public Works Department (Facilities Division and Maintenance Division)
- One representative from the County's pest management contractor

The Committee also has one public member alternate who only votes if one or more of the three at-large public members is absent from a meeting.

## **COMMITTEE PRIORITIES FOR 2013**

In January of this year, the IPM Advisory Committee made the decision to focus its work for the year on the following two IPM program features and to develop recommendations for the Departments of Agriculture and Public Works around these two topics:

- A. IPM decision-making—documenting pest management decisions in the various IPM programs
- B. Data management/IPM program evaluation—determining what data, other than pesticide use figures, can be used for a more comprehensive evaluation of the County's IPM programs

The Committee formed two subcommittees to work on these priorities.

## **2013 ACCOMPLISHMENTS OF THE IPM ADVISORY COMMITTEE AND THE IPM COORDINATOR**

### **Accomplishments of the IPM Committee**

The IPM Advisory Committee (the Committee) held six regular meetings and one extra meeting during 2013. The subcommittees held a total of 10 meetings to address the above priorities. The IPM Coordinator serves as staff to the Committee and the two subcommittees. The accomplishments of the IPM Committee and its subcommittees are as follows:

#### **Priority A: IPM Decision-Making**

Through the work of the subcommittee, the IPM Advisory Committee

1. Gained a detailed understanding of the complexities involved in making pest management decisions and the degree to which these decisions are site specific and require highly specialized experience and knowledge
2. Reviewed at least one decision-making process for each IPM program
  - Agriculture Department:
    1. Perennial pepperweed near a remnant population of Contra Costa goldfields
    2. Ground squirrels on critical infrastructure
  - Facilities Division: Rats and mice in and around County buildings
  - Grounds Division: Weeds on Camino Tassajara medians
  - Public Works Roadside and Flood Control Channel Maintenance Division: Weeds on flood control channels

These are detailed text documents developed by the Departments that follow a form devised by the IPM Coordinator and the subcommittee. (See Attachment A for the decision making documents completed this year.)

The Committee recommends to the Departments for 2014 that they

1. Continue to work on decision making documents for the types of pest management problems they have

The Committee understands that these documents are examples of how the Departments make decisions and are current as of the date on the document.

#### **Priority B: Data Management/IPM Program Evaluation**

Through the work of the subcommittee, the IPM Advisory Committee

1. Worked with each Department to complete the IPM Priority Assessment tool (see Attachment B) to assess the implementation of the elements of an IPM program, and for a second year to prioritize those elements

2. Worked with each Department to choose one priority that was not fully implemented and improve implementation during the year; considerable progress was made in the areas identified below
  - For the Agriculture Department: 1) more complete documentation of weed control activities on private land, including completing the development of base maps for all properties surveyed each year and 2) web posting for select pesticide use locations according to the County posting policy
  - For the Facilities Division: 1) improved communication with the pest management contractor, and 2) web posting of select pesticide use locations
  - For the Grounds Division: 1) increased staffing and 2) web posting of select pesticide use locations
  - For the Public Works Roadside and Flood Control Channel Maintenance Division: 1) design and implementation of a pesticide posting page on the County's website and 2) web posting of select pesticide use locations
3. Discussed additional metrics that could be used to evaluate IPM programs
  - Finding appropriate and useful metrics proved to be a difficult task. After a review of annual reports from other Bay Area counties, the subcommittee did not discover any unique or innovative metrics.
  - Contra Costa County has been reporting pesticide use data for County departments as the only metric in the IPM Annual Report, and pesticide use will continue to be reported.
  - The subcommittee agreed, however, that pesticide use data do not reveal whether the County is implementing IPM. Pesticide use is the result of a decision to manage a pest. IPM is a decision making process that can lead to a decision to manage a pest with a chemical. The amount of pesticide used in any one year is influenced by factors that have little to do with IPM implementation, such as weather conditions that influence the increase or decrease of a pest population; the use of new or different pesticides that are effective in ounces per acre rather than pounds per acre; the use of alternative pesticides that are less hazardous but also less effective so that more material is needed for control; the addition or subtraction of pest management projects to/from a department's workload, and budget or staff cuts that make it difficult or impossible to use alternate methods of control.
  - Cost weighs heavily in the departments' choices of pest management methods. Costs must be balanced with efficacy; with feasibility; with hazards to the public, to staff, and to the environment; and with available funding and staff time. The County has still not recovered from the 2007 financial crisis, and budgets are still restricted. The subcommittee concluded that tracking and reporting costs for various management methods is important.
4. Discussed additional items and metrics that can be included in the Annual Report
  - Tasks Departments have undertaken as a result of recommendations from the IPM Committee
  - Graphs of pesticide use for each Departmental IPM program
  - The spreadsheet used to calculate pesticide use for each IPM program
  - Photos and graphs that illustrate points in the report
  - Hours spent monitoring and engaging in other pest management activities
  - Acres under various management methods

The Committee recommends to the Departments for 2014 that:

1. Using the IPM Priority Assessment Tool, the Decision Documents produced for the Decision Making subcommittee, and the IPM Annual Report, they identify one significant pest management problem and determine costs to implement a more robust IPM approach that is cost effective over time.
2. Continue updating and using the IPM Priority Assessment Tool.

## **Other Accomplishments of the IPM Committee**

### **Reporting “Bad Actor” Pesticides**

The Committee held a special meeting of the Data Management subcommittee in March to resolve the issues raised by Parents for a Safer Environment of how to report “Bad Actor” pesticides in the Annual Report. Dr. Susan Kegley from the Pesticide Research Institute was invited as the guest speaker. Dr. Kegley was instrumental in developing the Pesticide Action Network’s pesticide database that coined the term “Bad Actor.” The Pesticide Action Network is a non-profit advocacy group. The result of deliberations in both the subcommittee and the full Committee was that the County will report as “Bad Actors” only those pesticides designated as such in the Pesticide Action Network’s database.

### **Rodenticides**

The Committee heard a presentation from the state Department of Fish and Wildlife on the hazards to wildlife of anti-coagulant rodenticides. The Committee provided feedback and encouragement to the Mt. Diablo Audubon Society on components of their “Don’t Take the Bait” campaign that focuses primarily on the more toxic and problematic “second generation” rodenticides. The Committee also heard reports from the Agriculture Department on their program to protect critical infrastructure such as levees, flood control banks, roads, bridge abutments, and railroad berms from ground squirrel burrowing. The IPM Coordinator reported on rodenticides use by contractors to Special Districts.

### **IPM Ordinance vs. IPM Policy**

In 2011, after much research and deliberation, the IPM Committee saw no advantage to creating an IPM ordinance and voted unanimously to recommend that the County develop an Administrative Bulletin as a complement to the County’s existing IPM policy to be used as the administrative vehicle for implementing the County’s IPM program. The Committee also voted to review the ordinance issue in 2013.

At their September and November meetings the Committee reviewed and discussed the issue. In November, the Committee voted unanimously to continue to use the IPM Administrative Bulletin to complement the County’s IPM policy. The Committee noted that they had done their due diligence on the issue, that they believed there was ample justification for continuing to use the IPM Administrative Bulletin and IPM Policy as they are, and that they supported the opinions of County Counsel in the matter. Various members said that there was no compelling argument that an IPM ordinance would provide added value for the County.

## **Accomplishments of the IPM Coordinator**

In addition to staffing the IPM Advisory Committee and working on both subcommittees, the IPM Coordinator accomplished the following:

### **Bed Bugs**

The common bed bug continues to be one of the most serious pests in the County, a pest that has provoked citizens to misuse pesticides to an alarming extent. Pesticides do not solve the problem, and in many cases make the problem worse. We increasingly see bed bugs affecting the citizens of Contra Costa who have the fewest resources to combat them.

### **The bed bug problem is increasing in the County**

There is a sense that the bed bug problem is increasing in the County, but this is anecdotal since there is no coordinated effort in the County to collect data. The IPM Coordinator records each call for advice, but it is unclear how many calls other staff in the County are receiving that are not forwarded to the IPM Coordinator. We also have no way of knowing how many calls city staff receive. For the first time since 2009, a substantial number of complaints have come from West County. There are increasing numbers of complaints from Pittsburg and Antioch, and it is generally acknowledged that there are numerous apartment complexes in Concord with severe infestations throughout the complex.

### **Stunning success in bed bug prevention in County-operated homeless shelters**

In 2011 the IPM Coordinator, with the help of Health Services staff, developed a bed bug prevention protocol for group living situations. During 2012, the Concord shelter began implementing the protocol. In mid-2012 the shelter was able to purchase new metal beds and new mattresses with the help of a generous donor who was alerted to the problem through a member of the Bed Bug Task Force. In the fall of 2012, staff thoroughly cleaned the Concord shelter and installed the metal beds. These beds have slick surfaces that bed bugs find difficult to climb, and the metal beds provide far fewer hiding places for bed bugs than the old wooden beds. The new mattresses have few places for bed bugs to hide and can be easily cleaned. With the implementation of the prevention protocol, the bed bug population declined sharply, and since the installation of the metal beds and new mattresses in fall of 2012, staff have not seen any bed bugs in the facility. The Brookside shelter in Richmond was fortunate to implement the prevention protocols before they ever had a bed bug infestation, and that shelter remains bed bug free, even without metal beds.



New homeless shelter bed

Because of the transient nature of their clients, homeless shelters are at extremely high risk for the introduction and continued re-introduction of bed bugs. It is a testament to the diligence of the staff at the County's two homeless shelters in enforcing prevention and educating clients that the shelters remain bed bug free.

### **County works to secure research funds to help low income residents of apartment complexes**

In 2012 the IPM Coordinator partnered with the University of California Cooperative Extension, the Michael Chavez Center, and two pest management companies in a research proposal designed to compare the efficacy of IPM methods and conventional methods of bed bug management in multi-family dwellings. The site of the study was to be Contra Costa County. This proposal was not funded, but a revised proposal that includes statewide partners and study sites in Contra Costa County and southern California has been submitted to a new funder.

### **In an effort to educate County staff and the public about bed bugs, the IPM Coordinator**

- Continued to organize and staff the County's Bed Bug Task Force; the Task Force meets every other month and advocates for increasing public awareness of bed bug problems and for developing sound bed bug management policy throughout the County
- Investigated by telephone (with the help of the Bed Bug Task Force) the 43 bed bug complaints that came to the attention of the IPM Coordinator
- Provided advice to the Contra Costa District Attorney's office in a case involving bed bug complaints from the Extended Stay America in Pleasant Hill
- Developed and presented a bed bug awareness training to around 200 pest management professionals at a Pesticide Applicators Professional Association seminar in Walnut Creek
- Provided advice to the Lily Mae Jones housing complex in Richmond on bed bug prevention
- Worked with the Health Services media department to write a column on avoiding bed bugs while traveling, for publication in local papers and online

- Worked with the offices of Supervisors Mitchoff and Gioia to aid cities in their districts with bed bug problems
- Provided interviews to Contra Costa media on the bed bug problem
- Attended the Global Bed Bug Summit in December to increase her knowledge of all aspects of the problem

#### **General Outreach/Advising on IPM by the IPM Coordinator**

- Worked with the Public Works Department, Supervisor Andersen's office and residents of Canyon to resolve weed and herbicide issues along the County road.
- Provided on-going advice along with review of educational materials for IPM training in child care settings as part of a project of the Center for Environmental Research and Children's Health at U.C. Berkeley
- Participated in a committee developing IPM standards of practice for the Healthy Homes Alliance in Alameda County; these standards, which include many more areas than just pest management, will be directly applicable to Contra Costa County and will become part of a manual for in-home visitors in a wide range of professions
- Worked with the Cities of San Pablo and El Cerrito to develop a model IPM Policy for Contra Costa cities and a set of standard operating procedures for major pests encountered in city parks and buildings
- Coordinated a noxious weed awareness presentation by Vince Guise, Contra Costa Agricultural Commissioner, for landscape maintenance personnel in the cities of San Pablo and El Cerrito
- Gave an IPM presentation to the Crockett Improvement Association.
- Gave an IPM presentation to Pleasant Hill Parks maintenance personnel
- Responded to a number of requests for pest management information from County staff and citizens

#### **Conferences and Trainings Attended**

- Weed Science Society Annual Conference
- San Francisco IPM Conference
- Alameda County Bed Bug Training for Property Owners
- Least Toxic Pest Management Workshop put on by Parents for a Safer Environment
- Global Bed Bug Summit

#### **Pesticide Hazard Identification**

- Completed a pesticide hazard identification process for the County and screened each pesticide used by County operations.
- Presented the process to the IPM Advisory Committee at the beginning of the year.

### **2013 DEPARTMENT IPM PROGRAM HIGHLIGHTS AND CHALLENGES**

#### **Agriculture Department**

##### ***IPM Program Highlights***

- The Department won a prestigious IPM Innovator Award from the California Department of Pesticide Regulation for their outstanding work in and commitment to integrated pest management. Only about four to nine recipients are chosen each year from the entire state, and this is the first time the award has been given to a county Department of Agriculture.
- The Department actively worked on both subcommittees of the IPM Advisory Committee and has agreed to the Committee's recommendations to the Departments.



The Department updated its IPM Priority Assessment Tool at the beginning of the year and created two decision making documents, one on managing ground squirrels in critical infrastructure and one on managing perennial pepperweed that is threatening a remnant population of the endangered wildflower, Contra Costa goldfields. (See Attachment A.)

- All historically treated noxious weed sites were surveyed and treated again this year

In order to achieve eventual eradication of target noxious weeds, all sites that have not been declared eradicated must be surveyed each year and treated if necessary. Significant progress was made in the Department's eradication and control effort this year. The department program involves 18 target terrestrial noxious weed species. This year the Department surveyed over 217,000 acres and treated a total of 322 net acres. (See Attachment C for details.)

Treatment involved hand removal, mechanical removal and targeted treatment with low toxicity herbicides. With rare exception, pesticide treatment involved highly focused spot spraying using backpack sprayers. In some newly treated areas, treatment involved focused area spray using a vehicle-mounted sprayer. The program involved over 6,444 hours of direct field time by staff. Of this, approximately 90-95% of the time was spent in surveying and monitoring with the remainder being spent on treatment actions.

- Artichoke Thistle (*Cynara cardunculus*)

Artichoke thistle is a highly invasive, non-native perennial weed species that displaces herbaceous plants and annual grasses, decreasing the value of agricultural land, open space, and wildlands. Horses and cattle will not consume this thistle, and at high densities, the formidable spines on the leaves and stems and on the bracts around the flowers make it impossible for animals or people to walk through stands of the weed.



Rangeland infested with artichoke thistle

In 1979 Contra Costa County was identified as one of the most heavily infested counties in the state. At that time, at least 100,000 acres of land were infested with artichoke thistle to one degree or another. In that year, the Department began their eradication program in cooperation with property owners by using ground rigs and helicopters to spray large swaths of land. The artichoke thistle population has been reduced to such an extent that staff primarily spot treat individual plants using a backpack sprayer. Because seedlings form deep, fleshy taproots within the first year, mechanical or hand removal (digging out the plants) is cost-effective only where there is a very limited area with a small number of very young plants. Mowing and burning are neither practical nor effective.

Currently the Department monitors about 181,000 gross acres of land each year for artichoke thistle, which includes over 590 properties (mostly private) that have been treated in past years. In 2013, staff spot-treated a total of 179 net acres of artichoke thistle.

- Japanese dodder (*Cuscuta japonica*)

Japanese dodder is a very aggressive parasitic plant that has the potential to severely alter the composition and function of riparian areas. It also affects ornamental plantings and agricultural crops. It is native to Southeast Asia and was first discovered in the county in 2005.

Forty-six of the 49 historically infested properties in the county have been free of Japanese dodder for three or more years, which meets the criteria for eradication on these properties.



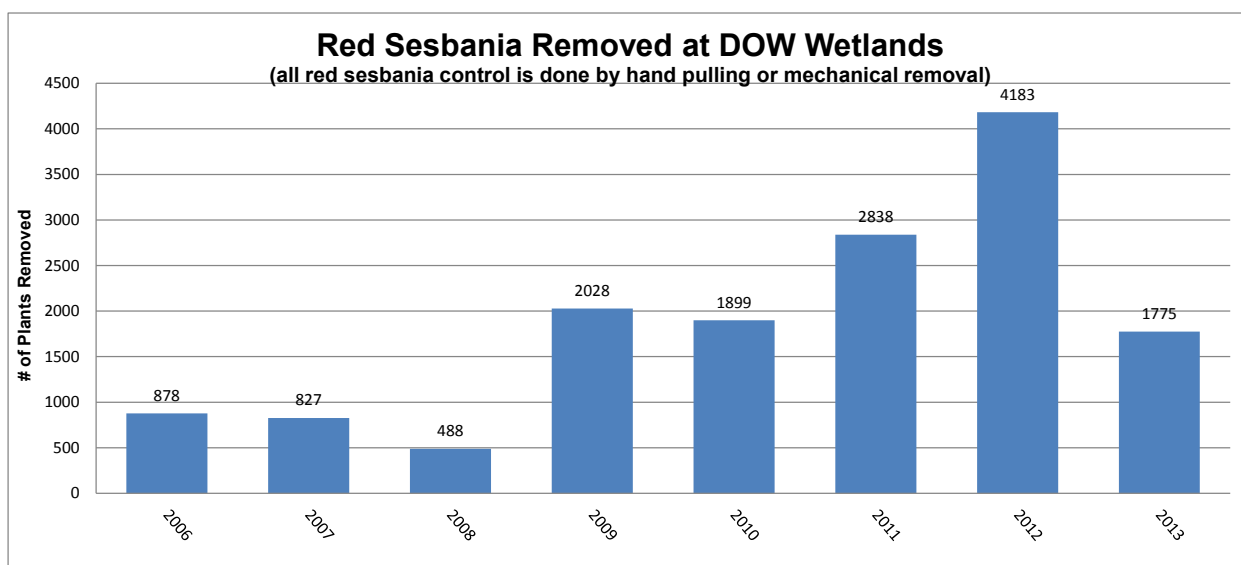
First Japanese dodder find in CCC, 2005

- Red sesbania (*Sesbania punicea*)

This was the eighth year of red sesbania removal at the primary infestation site of Kirker Creek, Dow Wetlands. Red sesbania is a small tree that has a high potential for environmental damage by displacing native plants and wildlife in riparian areas. Red sesbania is an exotic invasive weed that is native to South America, and is poisonous to humans, livestock, and many native vertebrates. It is invading riparian areas locally, and in the American River Parkway in Sacramento County, about \$300,000 has been dedicated to its control. Red sesbania was first detected in California about ten years ago.

In Contra Costa County, red sesbania infestations are located on three wildland and 12 residential properties. All plants removed were seedlings that germinated from the existing seed bank. Removal of red sesbania is performed mechanically with a weed wrench or by hand pulling.

All historic sites were surveyed this year, and a total of 2,198 plants were removed from all sites, compared to 4,293 last year. See the graph below of the number of plants removed from DOW wetlands since 2006. No seed pods have been allowed to mature at this site since 2006. The yearly statistics show that red sesbania seeds are long-lived, and that the seed bank is healthy and persistent. However, the reduction in the number found this year may be indicative of a slow downward trend into the future. This would be consistent with the Department's experience with other noxious weeds that have long-lived seeds.



- Kangaroo thorn (*Acacia paradoxa*)

The County has one site infested with kangaroo thorn. The removal of the existing infestation in 2005 involved 52 hours of staff time. At that time the infestation covered a little less than one net acre. This year, it took only 7.5 hours of staff time to accomplish the surveying and seedling removal. Only small seedlings of less than one foot in height were found, and the infested area totaled less than one hundredth of an acre.

Each year the Department removes by hand pulling all new seedlings sprouting from the old seed bank.



Kangaroo Thorn

- Smooth Distaff Thistle (*Carthamus baeticus*)

There is only one known smooth distaff thistle infestation site in the county. It originated from the movement of a tractor from Fallon, Nevada to a site off Christie Road in Martinez. The small infestation was first discovered in 2005 by one of the Department's biologists. For six years, the Department spot-sprayed this area. The last two years, removal of all plants was done by hand without the use of herbicide.

Unfortunately, the numbers removed went from 42 last year to 547 this year. The Department has made the decision that it will need to return to chemical treatment until the population diminishes to the point where it is again feasible to use hand removal.

- Two new noxious weed species: Japanese knotweed and woolly distaff thistle

Two very small infestations of Japanese knotweed (*Fallopia japonica*) were found in the county in 2012 by staff biologists. One is in Lafayette and one in El Sobrante. These were the first recorded occurrences of this species in Contra Costa County. Japanese knotweed spreads by tenacious rhizomes from which small pieces can break and form a new plant. The weed is a particular threat in riparian areas where it can survive floods and quickly colonize scoured streambanks. The plant can form very dense patches that shade out all other vegetation. The rhizomes produce bamboo-like shoots that can penetrate through two inches of asphalt.

Last year's treatments were very successful with only a few small Japanese knotweed plants found and treated this year.

Two woolly distaff thistle (*Carthamus lantanis*) plants were found in 2012 by a staff biologist on CalTrans right-of-way on Highway 4 at the Highway 680 overcrossing. This was also the first recorded occurrence of this weed in the county. It occurs in Nevada, and it is very likely that the source of the infestation was thistle seed falling off a vehicle carrying infested hay or equipment. Woolly distaff thistle can form dense monocultures that displace native plants and reduce the availability and value of forage. The plant does not produce rhizomes.

No new plants were found at the site this year indicating that the discovery of the infestation last year was at the very earliest stage and was prior to any seed set.

- South American Spongeplant (*Limnobium laevigatum*)

With the successful passage of AB1540 (Buchanan) last year, the responsibility and mandate to aggressively treat this aquatic noxious weed species lies with the state Department of Boating and Waterways (DBW). Unfortunately, South American spongeplant was found for the first time in Discovery Bay. This represents a significant expansion of this Delta threatening aquatic pest. The DBW is aware of and is treating this extension of the still incipient infestation.

- Departmental IPM plan updated

The Department performed a detailed review and revision of the Department's IPM plan. Numerous photographs were added, text was expanded and edited to improve clarity, detailed information about the Department's ground squirrel live trapping study was added, and descriptions of the two new noxious weeds discovered in the County last year were added along with text describing the decision making process for treatment of the two new weeds.

- Critical infrastructure protection continues

The Department continues to protect critical infrastructure including levees, earthen dams, railroad beds, and roadways from damage by ground squirrels. The goal is to maintain a 100 linear foot buffer around the infrastructure. Ground squirrel burrowing is the single biggest threat to California levees. Burrowing can compromise the earthen embankments and create pathways for water leakage that can undermine the structural integrity of levees, as well as earthen dams and railroad embankments. Burrowing and the resulting pathways for water erosion can also cause damage to, or sudden failure of, roadsides and other structures.

This year the Department has modified its ground squirrel treatment procedure for safety and efficiency, and is working to apply bait more precisely and to reduce the number of bait applications in an area from three to two. Treatments are carried out by a team of two staff members so that one person can concentrate on driving while the other operates the bait spreader to apply bait only where ground squirrel activity is observed.

The Department also worked with the Public Works Department to produce a map that is marked with all the areas treated with diphacinone grain bait for ground squirrels.

- Exotic pest prevention continues

The Agriculture Department is the County's first line of defense against invading pests including insects, plants, and diseases. Every day staff perform inspections on incoming shipments at destination points, including nurseries, the post office, and express carriers (UPS, FedEx and others) to look for quarantined plants as well as pests that can hitchhike unnoticed on plant material and other items such as household goods.

In 2006, the Department was the first in the state to incorporate dog teams into parcel inspection. Since then a number of other counties have followed Contra Costa's lead. The dogs greatly speed inspections and have significantly increased detections of quarantined plants and exotic pests. The dog teams are a shared resource with other Bay Area counties that do not have the expertise or resources to maintain an active surveillance program; therefore, as a result of Contra Costa's initiative, pest detections in those counties have increased.

This year the Department inspected 56,770 shipments and rejected 238 after finding various pests.

The Department also deploys and services numerous traps for the purpose of early detection of more than 17 different serious insect pests. This year the Department deployed 5,585 traps and staff serviced those traps 68,684 times.

### ***Agriculture Department Challenges***

- Ground squirrel control alternatives

The department continues to search for alternatives to treated grain bait. Unfortunately, raptor perches and live trapping of ground squirrels have proved to be ineffective and/or too costly.

- Finding alternatives to herbicides

Although in field operations the Department uses only least toxic "Caution" labeled herbicides, staff are continually trying to find safer and more effective materials and methods for noxious weed control. This includes evaluating the feasibility of mechanical or hand removal as well as new herbicides that may be more efficacious and of reduced toxicity. This year the Department switched from the less environmentally friendly imazapyr herbicide to glyphosate (Roundup®) for treating pampas grass after consulting with a U.C. Invasive Weed Research scientist whose research has shown that glyphosate can be very effective when used correctly on this species.

### **Public Works Facilities Division**

#### ***IPM Program Highlights***

- The Division assisted as needed in the work of the two subcommittees of the IPM Advisory Committee and has agreed to the Committee's recommendations to the Departments.

The Division updated their IPM Priority Assessment Tool and as a result, met with Pestec, the County's structural IPM contractor, to discuss improvements in communication.

Pestec prepared an IPM decision document for managing rats and mice and met with the Decision Making subcommittee to explain the document. (See Attachment A.)

- Pestec, the structural IPM contractor, is providing excellent service

The Division hired Pestec IPM Providers in December 2009 for the County's structural pest management. They continue to do an outstanding job in the County and are very responsive to the County's needs. Pestec has an excellent relationship with their customers in County buildings.

- County authorizes funds for maintenance to County-owned buildings

In 2007 the County hired ISES Corporation to perform a facilities condition analysis on 89 of the County's buildings (about 2.9 million square feet). The analysis noted deficiencies in accessibility,

electrical systems, the exterior structure, fire and life safety issues, plumbing, and HVAC systems. ISES rated each building they inspected on a “facilities condition needs index” (FCNI). The breakdown for the building ratings is as follows:

- 15 buildings—excellent condition
- 33 buildings—good condition, renovations occur on schedule
- 27 buildings—fair conditions, in need of normal renovation
- 7 buildings—below average condition, major renovation required
- 5 buildings—poor condition (4 of these building were constructed between 1901 to 1941, and ISES noted that historic buildings often rate in this category)
- 2 buildings—complete facility replacement indicated

The combined FCNI for the 86 buildings was “good condition, renovations occur on schedule” indicating that this group of County buildings is in better than average overall condition. ISES also noted in their report that “while Contra Costa County has done a good job of maintaining building systems, many high cost systems are due for replacement within the next 10 years. The County would be wise to prepare itself for these expenditures, as these aging systems will not provide reliable and efficient service too much further beyond their statistical life cycles.”

ISES identified \$251 million in deferred maintenance and capital renewal projects that they recommended completing in the next 10 years. Because of the financial crisis, the County was unable to budget any funds toward the work until FY 12-13. For FY 13-14, the County has set aside \$10 million for additional work. The Board of Supervisors understands that the County will have to commit more funds in the following years. These projects will take priority in the Facilities Division workload.

Another 55 buildings (about 1.1 million square feet) will be assessed soon.

- Correcting structural deficiencies in buildings continues

The Facilities Division is still understaffed and has an extensive backlog of work orders. Facilities has 7 carpenters (along with two temporary hires for Health Services projects) for the 361 buildings comprising more than 4.7 million square feet that the County maintains. There is a backlog of over 500 work orders just for carpenters.

Pestec regularly reports on conditions conducive to pests (“deficiencies”) in County buildings. Correcting these deficiencies is the key to pest prevention in County buildings. Deficiencies include things such as doors without doorsweeps that allow rodents to enter the building, cracks and gaps in walls where insects can hide and rodents can enter, and dirty drains in kitchens that provide breeding habitat for flies. It has been difficult for the Division to keep up with pest exclusion repairs because of lack of budget and staff, and their priorities must of necessity be emergencies and fire/life safety issues. In FY 13-14, they will have added priorities from the Facilities Condition Analysis Report.

- Owls in downtown Martinez

The “boneyard” on the roof of the County Administration building at 651 Pine in Martinez is still being used by owls as a dining area, probably because the spot is quiet and well protected from wind. The remains of hundreds of meals litter the area, along with new whitewash (excrement) and pellets (a regurgitated mass of undigested parts of the owl’s food). Most likely the owls are nesting nearby and feeding on small rodents like rats and mice, as well as birds such as starlings.



Remains of owl meals atop the Co. Administration Bldg

- Structural IPM program pesticide use remains low

In FY 12-13, 16 lbs. of active ingredients were used in approximately 2.75 million square feet of County buildings. These pesticides are almost exclusively deployed as baits in bait stations or in cracks and crevices. Pestec continues to successfully manage rats and mice exclusively with traps.

- Increase in service calls involving ants, cockroaches, bees and yellowjackets, and spiders  
In FY 12-13, the Facilities Division received 154 additional calls for service for various pest problems. These are calls for service that are outside the regularly scheduled monitoring service of the pest control contractor. This is an increase from the 126 calls received last year. Of the 154 calls this year, 28% were for ants, 18% for bees/yellowjackets, 15% for cockroaches, and 8% for spiders. These percentages are similar to last year. Six out of the 14 buildings that called 4 or more times were Head Start buildings, which by their nature often have more food and habitat available.
- Bed bugs in County buildings  
In 2010, the Concord homeless shelter began experiencing a serious bed bug infestation. Pestec treated the infestation several times, but in a homeless shelter, reinfestation is a continuing problem. In 2011, the IPM Coordinator and shelter staff developed bed bug prevention protocols, which were instituted in 2012 by both the Concord shelter and the Brookside shelter in east County. In the fall of 2012, the Concord shelter purchased metal bed and new encased mattresses. Both are easier to inspect and clean, and they provide far fewer hiding places for bed bugs than did the old mattresses and wooden beds. These changes, coupled with staff vigilance and the involvement of clients in inspections and cleaning, have resulted in the Concord shelter remaining bed bug free since September 2012. To date, the Brookside Shelter has not had a bed bug infestation.

It is unlikely that the shelters will remain permanently free of bed bugs because the chances for new introductions are so high with the daily influx of new clients, but any new introductions will be quickly found. Other County buildings such as the hospital and offices with waiting rooms are at risk for bed bug infestations, and County staff must continue to be vigilant.

### ***Facilities Division Challenges***

- Pest exclusion in County buildings  
This continues to be a challenge, but the Facilities Division is doing what they can with their staffing and schedule.
- Pest exclusion in leased buildings  
Reducing pest intrusions into leased buildings continues to be more of a challenge since the responsibility often falls to the landlord.
- Bed bugs in County buildings  
Bed bugs are particularly difficult and costly to control. As bed bugs become more prevalent, it is very likely that more County buildings will be affected. At this point, awareness and prevention are critical.

### **Public Works Grounds Division**

#### ***IPM Program Highlights***

- The Division participated in various aspects of the work undertaken by the two subcommittees of the IPM Advisory Committee and has agreed to the Committee's recommendations to the Departments. The Grounds Division updated their IPM Priority Assessment Tool, and prepared a decision making document for vegetation management on medians along Camino Tassajara. (See Attachment A for the decision document.)
- Division staffing has increased  
Currently the Division has 15 permanent employees and 6 temporary employees. This is 5 more crew members than 3 years ago, but is still substantially fewer workers than the 45 gardeners, 2 irrigation technicians, and additional summer hires of 10 years ago. The number of properties that the Division maintains has changed little in this time, but the level of maintenance for County properties is considerably lower now because of the financial crisis. At the level of service that the Division is asked to provide, the current crew is adequate; however the majority of County properties are still underfunded for full landscape maintenance.



- The Division has improved the visual appearance of many County landscapes

As staffing and funding have been slowly increasing, the Division has been working hard to improve the appearance of County properties. This ranges from small things such as planting colorful annuals at the Contra Costa Regional Medical Center after a hiatus of many years, to major projects such as Summit Center on Arnold Drive in Martinez. Summit Center was originally designed and landscaped as a commercial office park that would have had ample resources for landscape maintenance. Over the last 5 years the County did not have the funds to maintain the landscaping at Summit Center, and the grounds became seriously weed infested. In 2010, the Grounds Division began killing vegetation around the building and in the parking lot to reduce the landscape maintenance requirements. All the turf in the parking lot and entry way medians is now gone, which has allowed the Grounds crew time to tackle the very weedy areas. Many of these areas are now



Mulched and newly planted entry way to Summit Center on Arnold Dr. in Martinez

mulched with wood chips, and as time and funding allow, mulch will be applied to more areas.

Since January 2012, the Division has been using organic fertilizers. Staff continue to see a difference in the quality and health of the turf and the soil where they use fertilizer. Because there were a number of complaints about the smell of the product at some of the health clinics the manufacturer remedied the problem.

- New equipment purchased

This fall the Division purchased a new Bobcat tractor that provides them with a smaller, more maneuverable and versatile tractor than the much larger tractor they currently own. The new tractor is small enough to pass through a 36" opening for work in the many playground areas maintained by the Division throughout the County. It can be used to dig holes for trees, and it can grab and lift 1000 lbs. so that staff can pull felled trees to the chipper. The tractor will enable staff to complete many projects more efficiently and cost-effectively because manual labor costs will be reduced.

- Turkeys at Hidden Pond Special District

Last year a new irrigation system and many new plants were installed in the frontage landscape at Hidden Pond Rd. and Reliez Valley Rd. After a flock of turkeys began digging up plants and scattering mulch, the Division experimented with two different scare tactics used in vineyards to chase away turkeys. One is a kite that is shaped and colored to look like an osprey and is tethered to a flexible pole. It can be lifted by even a gentle breeze. The other device is a bird scare windmill that combines sound and reflected light to repel birds.

A year later, it appears that the scare kites have been effective in deterring the turkeys. Staff saw damage abate and remain low after the kites and windmill were installed, but recently when the kites were removed, staff found new turkey damage. The kites were removed because they had been shredded by a year of wind, but the Division has ordered three new kites to install at the site.

- Water use efficiency

The Contra Costa Water District (CCWD) has a water budget program that can help customers use water efficiently. A number of County properties in central and east County have been evaluated and have a water budget developed by CCWD. If the County exceeds its water budget for a particular property, CCWD sends a notice to the Grounds Division, which investigates the problem. Most often the problem proves to be a break in the irrigation system that had gone undetected. Last year the Division received four notices from CCWD, but this year it has not received any.

- Pesticide use

Pesticide use by the Grounds Division remained the same as last year as the Division continues to try to improve the condition of many of the County's properties. For a number of years the lack of funding made it impossible to properly manage weed problems around County buildings and in the Special Districts the Division is responsible for. Weeds that are left unmanaged provide huge amounts of seed that make the weed problem increasingly worse from year to year. While funding and labor remain below adequate levels, the Division will probably continue at least this level of herbicide use because herbicide applications are substantially cheaper than other management methods that require more labor time.

- Disking or flail mowing on County parcels

This year the Division has hired a contractor to disc or flail mow empty parcels of land that the Division is responsible for. The Grounds Manager is experimenting with an early season disking or mowing to remove weed seed heads before they are mature in an effort to reduce the weed pressure on these parcels. This year, a second disking or mowing was required to keep the vegetation at an acceptable height for the Fire Marshal.

### ***Grounds Division Challenges***

- Inadequate funding for landscape maintenance in the County

This year the Division was allowed to hire 4 permanent and 6 temporary workers, and now the Division needs at least one more lead gardener because of the additional staff and the increased funding that is providing more landscape maintenance hours at some buildings.

- Inadequate funding to license all grounds staff

It would be ideal to have all members of the grounds crew licensed by the Department of Pesticide Regulation; however, it would be extremely difficult to pay for the fees and their time to attend continuing education classes to maintain their licenses. Currently, staff who do apply herbicides and are not licensed must apply herbicides under the supervision of one of the three licensed staff members.

### **Public Works Department Roadside and Flood Control Channel Maintenance Division**

#### ***IPM Program Highlights***

- The Division participated in various aspects of the work undertaken by the two subcommittees of the IPM Advisory Committee and has agreed to the Committee's recommendations to the Departments.

- Staff participated in the annual habitat assessment refresher training

This year, 40 Public Works Maintenance crew members attended the annual refresher training in habitat assessment for endangered and threatened species in order to comply with the California Department of Fish and Wildlife (CDFW) Routine Maintenance Agreement (RMA). The RMA stipulates that before work can commence in an area, an assessment must be conducted to identify endangered species habitat. This year crews that were trained to identify potential habitat spent a total of 404 hours performing habitat assessments. As habitats are identified, they are reported to CDFW, which then provides County staff with guidelines to move forward with work. These guidelines may include full time monitoring of the jobsite by a licensed biologist.

- Flood control vegetation and erosion management using California natives

The County Flood Control District will be partnering with Restoration Trust, an Oakland-based non-profit organization promoting habitat restoration and stewardship, in a native planting experiment along Clayton Valley Drain (near Hwy 4 adjacent to Walnut Creek). The study will involve three 20' x 20' test plots and one control plot that will compare the survival of three different California natives: Santa Barbara sedge, (*Carex barbara*), field sedge (*Carex praegracilis*), and creeping wild rye (*Leymus triticoides*) planted by seed and by plugs. Planting will begin in December 2013. The photo below shows the results of a similar study three years after planting.





Comparison planting of creeping wild rye (background) and non-native annuals on flood terrace in the east Delta, 3 years after planting

These species spread from underground rhizomes that anchor the soil and thus provide erosion control. They are all perennial species that stay green year around and are resistant to fire. The plants are compatible with flood control objectives since they do not have woody stems, and during flood events, they lie down on the slope, thereby reducing flow impedance. They are not sensitive to broadleaf-specific herbicides, and unlike non-native annuals, they provide carbon sequestration and remove as much as ½ ton of carbon per acre per year.

Restoration Trust will monitor these plots for 5 years after the plantings to assess native plant survival, their degree of competition with the non-native annual species, and the relative success of seeding versus planting plugs.

- Grazing as a vegetation management tool – lessons learned so far

In 2012, the Division used goats and/or sheep to abate weeds at 17 sites where the animals grazed a total of about 96 acres. The total cost was approximately \$107,000, with an average cost of \$1,108 per acre.

The sites range in size from 1 acre to 13 acres. Using grazing as a management tool is complicated and very dependent on site-specific conditions.



84 Lumber Ditch before goats



84 Lumber Ditch after goats

Grazing is not

appropriate in all situations and could not, for instance, be used on the side of the road without endangering both the animals and motorists. Many factors raise or lower the cost of grazing, including the size of the parcel, whether the animals can easily enter the site, the amount of fencing necessary, how many times the animals must be moved within the job site and the ease with which that can be done, whether water is available or must be trucked in, and the season in which the animals are being used (costs are lower when demand is lower, e.g. in winter). The average cost per acre for the grazing at these 17 sites was about 33% more than mowing, but the extra cost is justified at some locations for two reasons, 1) presence of endangered species such as California red legged frog and 2) steep or rugged terrain that poses a high probability of worker injury while abating weeds with machine or handheld power tools.

- Multi-year grazing study continues

The Contra Costa County Flood Control and Water Conservation District (FCD) conducted the second year of a three year streambank vegetation management study comparing herbicide application with grazing of sheep and/or goats. The study is examining the safety, costs, and efficacy of each method to meet the District's vegetation management goals for streambanks and floodplains of the District's engineered channels.

Although both sheep and goat grazing were effective in initially reducing vegetation to 4- 6" in height along the flood plain and streambanks, the vegetation in the floodplain grew back over the summer. Since this re-growth remained green throughout the summer, it did not pose a fire risk.

Water quality has not been degraded by either grazing or herbicide applications. Herbicide chemicals were not detected in stream samples after application. Nutrients were not detected during grazing treatments, and bacteria did not exceed water quality standards during or after grazing. Turbidity did not exceed water quality standards during either grazing or herbicide application.

More erosion features occurred in the goat grazing test plots than in either the sheep plots or the herbicide plots during the first year, perhaps because goats pull vegetation up from the ground, while sheep tend to shear the vegetation with their teeth. Vegetation has grown back on the bare ground.

The third and final stage of the study will be conducted in winter and spring of 2014. The final report will be completed in January 2015.

- Buffer zones for certain pesticides enjoined by the courts continue to be observed  
Several lawsuits brought by environmental organizations against the EPA have been temporarily settled by the delineation of buffer zones in and around habitat for a number of endangered or threatened species in the Bay Area. The Department continues to work within the guidelines of the injunctions to assess work sites and implement buffer zones before using any of the enjoined pesticides.

### ***Roadside and Creeks Divisions Challenges***

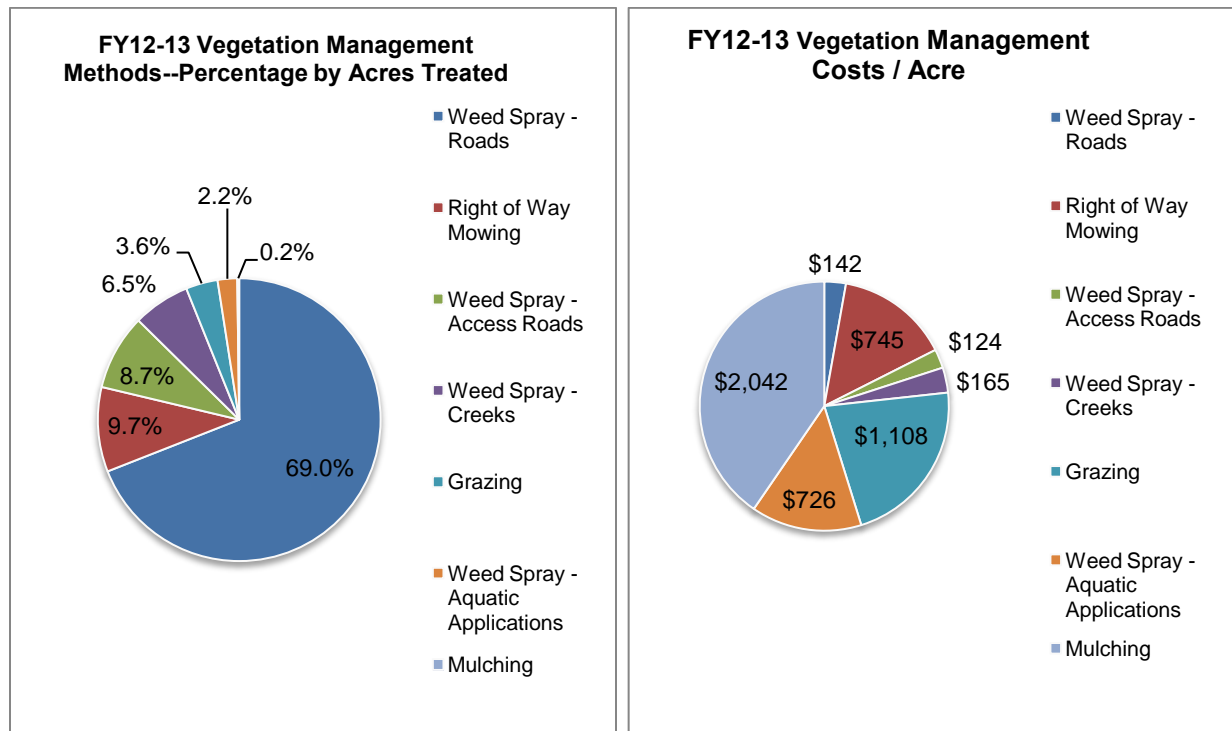
- Cost implications of regulations  
Compliance with RMA requirements has considerable cost implications. As mentioned above, work within CDFW jurisdiction requires a habitat assessment prior to start of work so that endangered species are not harmed. Crews identified endangered species at a couple of job sites and consultation with CDFW resulted in using alternative work methods that were more costly.
- Cost implications of various management techniques  
In FY 12-13, 46% of the Division's expenditures on vegetation management was spent on non-chemical treatment methods, while the number of acres treated non-chemically was 14% of the total acres treated (see the chart below for details).

<b>Fiscal Year 2012-2013</b>					
<b>Vegetation Management Method</b>	<b>Acres Treated</b>	<b>% of Total Acres Treated</b>	<b>Total Cost for all acres treated</b>	<b>Cost/Acre</b>	<b>% of Total Cost for all acres treated</b>
Weed Spray - Roads	1819	69.0%	\$257,599	\$142	38.7%
Right of Way Mowing	255	9.7%	\$189,891	\$745	28.6%
Weed Spray - Flood Control Access Roads	228	8.7%	\$28,257	\$124	4.2%
Weed Spray - Creeks	172	6.5%	\$28,324	\$165	4.3%
Grazing	96	3.6%	\$106,335	\$1,108	16.0%
Weed Spray - Aquatic Applications	59	2.2%	\$42,831	\$726	6.4%
Mulching	5.7	0.2%	\$11,637	\$2,042	1.8%
<b>Totals</b>	<b>2634.7</b>		<b>\$664,874</b>		

**NOTE:** The cost figures above for each method include labor, materials, equipment cost, contract costs (for grazing), and overhead, which includes training, permit costs, habitat assessment costs, and permit costs. Licensing costs for staff members are paid by the individual and not by the County. The cost of the Vegetation Management Supervisor when he supervises work is not included in any of the figures, but is comparable among the various methods.

With a limited budget, staff, and equipment, the Division must make strategic decisions about where to deploy their resources in order to meet their mandates of managing vegetation for fire and flood prevention and road safety. The Division is managing weeds in a biological system and factors such as

weather, weed growth patterns, timing for optimum weed susceptibility to the treatment method, and threatened and endangered species issues must also be factored into management decisions. The pie charts below further illustrate the cost of various management techniques and show how the Division has allocated resources.



Note: The legend to the right of each pie chart identifies slices starting from 12 o'clock and continuing clockwise.

- Weather

Mowing, as well as the application of herbicides, to manage weeds is highly dependent upon weather conditions. Weather can affect when herbicides can or must be applied and can also affect when mowing can or should occur. Weather can substantially alter the size of the weed load or its distribution over time. The Department has a limited capacity to use mowing because of a number of factors including vacancies in vegetation management staff, the Department's limited budget for weed abatement, and the limited number of tractor mowers (two). The Department faces a continued challenge of balancing the use of herbicides to control weed growth with the Department's capacity to mow or to graze with goats or sheep within the confines of the budget and timeline to prevent fires.

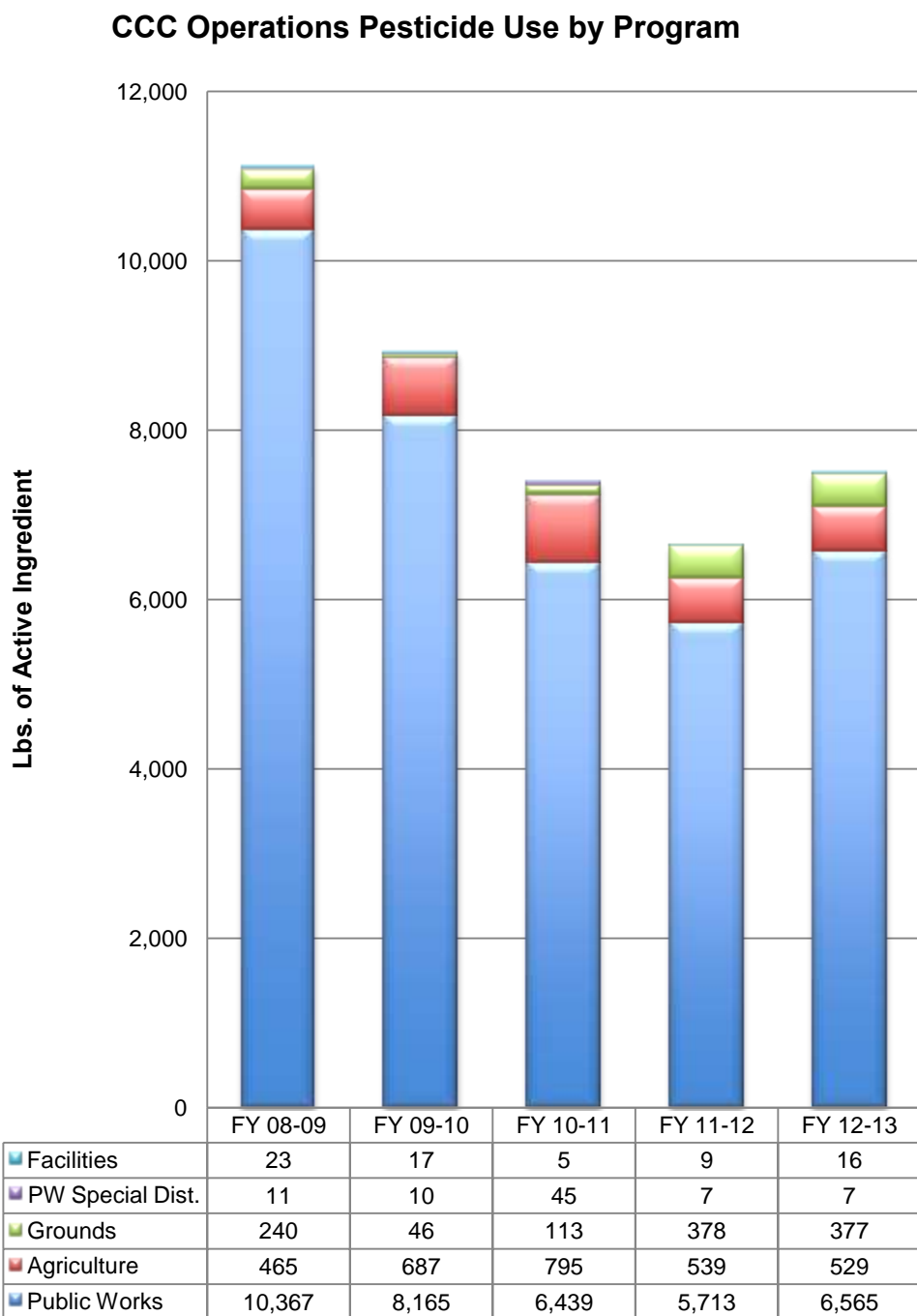
Using mowers during hot, dry weather also poses a hazard of its own: sparks caused by the metal mower blades striking rocks or metal debris can ignite tinder-dry grass. During one mowing operation this year, the mower blades started a grass fire that quickly got away from the crew and required professional fire fighters to extinguish the resulting 240 acre blaze. The crew has begun taking a spray truck with plain water in the tank to put out small grass fires more effectively.

- Staffing

The Vegetation Management crew is still understaffed with only 4 personnel as compared to a staff of 6 four years ago.

## PESTICIDE USE BY THE COUNTY OF CONTRA COSTA

Starting in FY 00-01, the IPM Task Force annually reported pesticide use data to the Transportation, Water, and Infrastructure Committee for the County departments involved in pest management. The IPM Coordinator has continued this task. Below is a bar chart of pesticide use over the last 5 years. For more detailed pesticide use data, see Attachment D.



### Increase in Pesticide Use by the Public Works Roadside and Flood Control Channel Maintenance Division

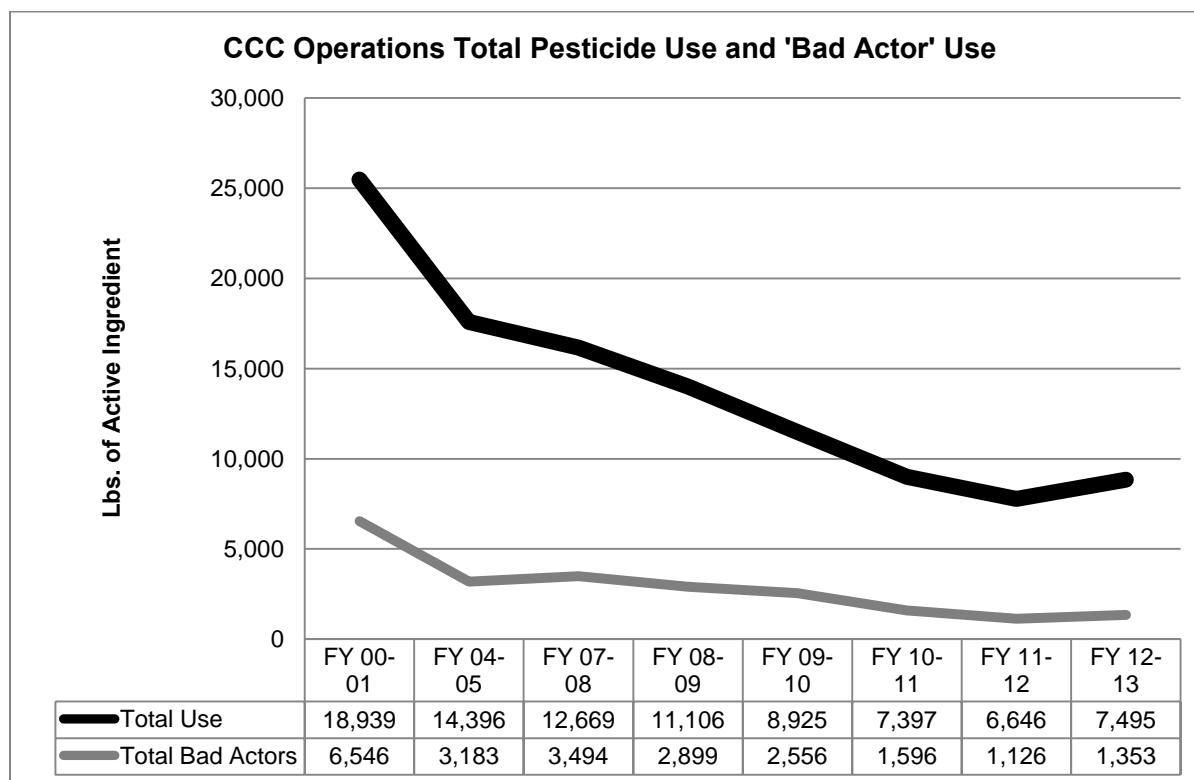
In FY 12-13 the Division's pesticide use increased by 852 pounds of active ingredient. There are at least two reasons for this, 1) the Division's staffing has increased and allowed them to perform more weed abatement in the County's flood control channels and 2) because of weather and timing factors, the Division applied fewer pounds of pre-emergent herbicides (herbicides that prevent weed seeds from germinating). This necessitated the use of more pounds of post-emergent herbicides (herbicides that kill growing weeds) because post emergent herbicides must often be applied two or more times to achieve the same degree of control as with pre-emergent herbicides.

### Concern about "Bad Actor" Pesticides

There has been concern among members of the public and within the County about the use of "Bad Actor" pesticides by County departments. "Bad Actor" is a term coined by the Pesticide Action Network (PAN) and Californians for Pesticide Reform to identify a "most toxic" set of pesticides. These pesticides are at least one of the following: known or probable carcinogens, reproductive or developmental toxicants, cholinesterase inhibitors, known groundwater contaminants, or pesticides with high acute toxicity.

Parents for a Safer Environment has requested that additional pesticides to be reported as "Bad Actors", but after studying this request and consulting Dr. Susan Kegley, who was instrumental in developing the PAN pesticide database, the IPM Advisory Committee decided that the County will report as "Bad Actor" pesticides only those that are designated as such in the PAN database.

The County's use of these particular pesticides has decreased dramatically since FY 00-01 as shown in the chart below. Of the 31 "Bad Actor" pesticides used by the County since 2000, 22 have been phased out and one more is in the process of being phased out. In addition, two other pesticides that are not designated as "Bad Actors" by the Pesticide Action Network are being phased out because the County feels they are particularly problematic.



## Rodenticide Use

The Department of Agriculture uses rodenticide for ground squirrels whose burrowing threatens critical infrastructure in the County such as roads, levees, earthen dams, and railroad embankments. Special Districts uses rodenticides for gophers, moles, and voles at Livorna Park and around the playing field at Alamo School.

### “First generation” vs. “second generation” anticoagulant rodenticides

Anticoagulants prevent blood from clotting and cause death by internal bleeding. In small doses they are used therapeutically in humans for a number of heart ailments. Vitamin K<sub>1</sub> is the antidote for anticoagulant poisoning, and is readily available. (There are some types of rodenticides for which there is no antidote.)

When rodenticides are necessary, the County uses first generation anticoagulant baits. First generation anticoagulants require multiple feedings over several days to a week to kill. This is different from second generation anticoagulants that are far more toxic and can kill within days of a single feeding if enough bait is ingested.

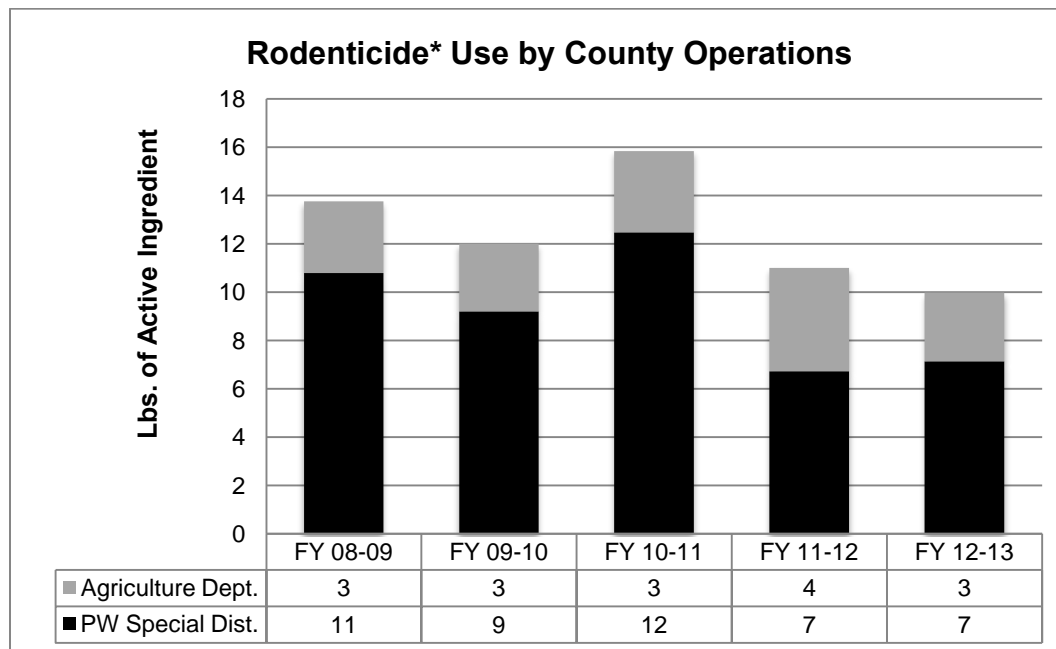
Second generation anticoagulants pose a greater risk to animals that eat poisoned rodents. If the rodent continues to feed on the single-dose anticoagulant after it eats a toxic dose at the first meal, it may build up more than a lethal dose in its body before the clotting factors run out and the animal dies. Residues of second generation anticoagulants may remain in liver tissue for many weeks. Because rodents poisoned by second generation anticoagulants can carry a heavier load of more toxic poison that persists in their bodies for a long period of time, the risk of death is increased for a predator that eats rodents poisoned by second generation anticoagulants.

The California Department of Pesticide Regulation understands the hazards of second generation anticoagulants and is moving to restrict their use.

The first generation materials are cleared much more rapidly from animal tissues and have a much reduced potential for secondary kill when compared to second generation materials. However, the first generation anticoagulants can also kill animals that eat poisoned rodents.

The Agriculture Department mitigates the risk of secondary poisoning by performing carcass surveys in all areas treated with anticoagulants whether or not it is required by endangered species restrictions.

Below, rodenticide use has been plotted separately from other pesticides used by the County.



\* The Agriculture Department uses primarily diphacinone treated grain bait, but also some gas cartridges as fumigation agents.

More than 99.9% of the rodenticide used by Special Districts is aluminum phosphide, which is a fumigant and not an anticoagulant rodenticide. Each year, only a few hundredths of an ounce of anticoagulant rodenticide active ingredient is used by Special Districts.

### **Trends in Pesticide Use**

A change in pesticide use from one year to the next does not necessarily indicate a long-term trend. Long-term trends are more meaningful than short-term changes. It is important to understand that pesticide use can increase and decrease depending on the pest population, the weather, the invasion of new and perhaps difficult to control pests, the use of new products that contain small percentages of active ingredient, the use of chemicals that are less hazardous but not as effective, the addition or subtraction of new pest management projects to a department's workload, and cuts to budgets or staff that make it difficult or impossible to use alternate methods of control.

The County's pesticide use trend follows a trend typical of other pollution reduction programs. Early reductions are dramatic during the period when changes that are easy to make are accomplished. When this "low-hanging fruit" has been plucked, it takes more time and effort to investigate and analyze where additional changes can be made. The County is entering this period, and if further reductions in pesticide use are to be made, it will require time for focused study and additional funding for implementation.

## DEPARTMENTAL INTEGRATED PEST MANAGEMENT PRIORITIES FOR 2014

### Agriculture Department Priorities for 2014

- Continue the County's highly effective Noxious Weed Program  
Noxious, invasive weeds cost Californians at least \$82 million per year in monitoring, control, and outreach. Every year, invasive weeds ruin thousands of acres for recreation and agriculture and for native California plant and animal habitat. Some noxious weeds increase the fuel load in urban and rural areas, and some suck up prodigious amounts of scarce water. Early detection and control of these weeds greatly reduces their impact and the cost to manage them.  
  
Contra Costa's highly effective Noxious Weed Program has been in operation for 34 years. A major objective of the Agriculture Department is to continue to monitor and treat targeted noxious weeds on all historic sites before the weeds set seed. Preventing seed set is the most important factor in reducing weed populations and in depleting existing seed banks. By doing this, the hours of labor needed and amounts of herbicides applied in successive years to a particular area will be reduced. These reductions allow the department to add previously untreated sites to the noxious weed program bringing local eradication of the targeted weed species one year closer.
- Continue work on the pesticide screening process  
The Department will work with the IPM Coordinator to screen all pesticides used by the Department.
- Continue attending IPM training and sharing the information with other Departments  
The Agriculture Department will continue to have staff attend outside IPM seminars and training sessions given on a variety of pest management issues. The Department will develop a training database so that personnel who return from IPM seminars and workshops can store training and outreach materials in a way that will be easily accessible to other County staff members. In addition, each staff person involved with pest management attends annual pesticide safety training.

### Public Works Department Priorities for 2014

#### *Facilities Division*

- Continue working to fix structural deficiencies in County buildings
- Continue monitoring the bed bug situation in County buildings and providing awareness training if necessary

#### *Grounds Division*

- Continue diverting as much green waste as possible from the landfill by chipping prunings and using the material in place
- Continue to use woodchip mulch from tree companies as a weed suppressant wherever possible
- Continue to hand weed wherever and whenever possible; using mulch facilitates hand weeding
- Continue to educate the public to help them raise their tolerance of weeds
- Continue to conserve water as much as possible
- Continue to raise the level of service on County property



### ***Roadside and Flood Control Channel Maintenance Division***

- Explore options to reduce grazing cost  
The Department will work with grazing contractors to develop a procedure to use goats and/or sheep during off peak seasons at a reduced cost in areas such as detention basins, flood control channels, and other secure locations.
- Continue to collect data from the two spray trucks equipped with data collectors and analyze data to ensure accuracy and usability of information.
- Continue grazing study  
The County Watershed group will continue a multi-year study of grazing and chemical weed control methods.
- Continue to refine IPM practices  
The Vegetation Manager will continue to refine the Department's IPM practices and investigate new methods of weed control. With the successful grazing by goats and sheep along Walnut Creek, the Vegetation Manager will explore the feasibility of reseeding with a native rye grass in an effort to choke out fire prone weeds such as wild oats.



## **LIST OF ATTACHMENTS**

<b>Attachment A. Pest Management Decision Making Documents</b>	<b>Page 29</b>
<b>Attachment B. IPM Priority Assessment Tool</b>	<b>Page 65</b>
<b>Attachment C. Department of Agriculture Noxious Weed Program Summary</b>	<b>See separate PDF</b>
<b>Attachment D. Contra Costa County Operations Pesticide Use Data Spreadsheet</b> Also see separate PDF for spreadsheet	<b>Page 71</b>



## **ATTACHMENT A.**

### **Pest Management Decision Making Documents**

- **Agriculture Department—Page 31**
  - Perennial pepperweed near a remnant population of Contra Costa goldfields
  - Ground squirrels on critical infrastructure
- **Facilities Division—Page 45**
  - Rats and mice in and around County buildings
- **Grounds Division—Page 51**
  - Weeds on Camino Tassajara medians
- **Public Works Roadside and Flood Control Channel Maintenance Division—Page 59**
  - Weeds on flood control channels



## Contra Costa County

### DECISION DOCUMENTATION TREE for WEED MANAGEMENT

**Date:** 5/31/13

**Department:** Agriculture

**Location:** N/S Highway 4 and extending through the town of Rodeo

**Situation:** A perennial pepperweed (*Lepidium latifolium*) infestation is threatening the highly endangered Contra Costa goldfields (*Lasthenia conjugans*) at a remnant population site along Hwy 4 near the I-80 interchange. The infestation also threatens the riparian corridor, upland range and open areas nearby.

<b>What are the management goals for the site or weed?</b>	To control and ultimately eradicate the sporadic perennial pepperweed infestation that has started in this area.	
<b>Was the site monitored and what was found?</b>	<p>Yes, and the following isolated infestations were found:</p> <ol style="list-style-type: none"> <li>1. in the immediate vicinity of the CC goldfields population</li> <li>2. east of the CC goldfields population on a Hwy 4 right-of-way across from Franklin Canyon Golf Course</li> <li>3. one area near Rodeo Creek in the populated area of the town of Rodeo</li> <li>4. in a Caltrans area near a pond at Willow Ave and Hwy 4</li> <li>5. between the eastbound and westbound lanes of Hwy 4 at and near the Oak Harbor Freight Co. office</li> </ol> <p>Note: The infestation on the Caltrans right-of-way across from Franklin Canyon Golf Course has been treated for the last 2 years by our Department. The Oak Harbor Freight infestation was treated by our Department for the first time last year.</p>	
<b>Weeds have been identified as the following:</b>	<p><b>Weed:</b> Perennial pepperweed (<i>Lepidium latifolium</i>)</p> <p><b>Family:</b> Brassicaceae</p> <p><b>Habitat:</b> Many different areas and habitats, including wetlands, riparian areas, meadows, vernal pools, salt marshes, flood plains, sand dunes, roadsides, pasture land, irrigation ditches, ornamental plantings, and agronomic crops.</p> <p><b>Origin:</b> Native to Eurasia</p> <p><b>Weedy characteristics:</b> Prolific seeder; lab tests suggest that seeds germinate readily with fluctuating temperatures and adequate moisture; fortunately seeds do not appear to remain viable in the soil for extended periods. It reproduces primarily vegetatively from roots and root fragments. Large root fragments can survive desiccation on the soil surface for extended periods, and fragments as small as ½ to 1 inch long and 2 to 8 mm in diameter can develop into new plants. Rhizomes extend to a depth of up to eight feet. Flooding, soil movement and human and animal activities disperse seeds and root fragments.</p>	
<b>Are populations high enough to require control?</b>  <b>Explain</b>	<p>Yes, our goal is eradication and therefore, the tolerance level is zero. It is important to eradicate the infestations in this area while they are still small and relatively easy to treat in order to protect the isolated population of the highly endangered Contra Costa goldfields.</p> <p>Perennial pepperweed can rapidly form dense stands that displace desirable vegetation and wildlife. It spreads easily and once established it is persistent and difficult to control. The plant extracts salts from deep in the soil and when the plant dies, deposits the salts on the surface of the soil thus inhibiting the germination and growth of other species that are sensitive to salinity.</p>	
<b>Is this a sensitive site?</b>	<b>Does this include highly sensitive areas?</b>	Yes

	<p>These areas are in and near critical habitat for CC goldfields. Part of the area is within California red-legged frog listed geographic area. Within this area, and with the noxious weed program partial exemption, 2,4-D, glyphosate and imazapyr use is not allowed within 20' of a water feature.</p> <p>Infestation is also near habitat for the Alameda whipsnake and California tiger salamander.</p>	
	<p><b>Is this area part of any of the court-ordered endangered species injunction?</b></p> <p>The area enjoined for a number of pesticides for the California red-legged frog and the Alameda whipsnake is south and east of the Franklin Canyon Golf Course and Hwy 4.</p>	No
	<p><b>Is this a known or potential habitat for any endangered or threatened species?</b></p> <p>See above.</p>	Yes
	<p><b>Is it on or near an area where people walk or children play?</b></p>	No
	<p><b>Is it near a drinking water reservoir?</b></p>	No
	<p><b>Is it near a creek or flood control channel?</b></p> <p>Near Rodeo Creek.</p>	Yes
	<p><b>Is it near crops?</b></p>	No
	<p><b>Is it near desirable trees or landscaping?</b></p> <p>There are trees along the creek, but no landscaping anywhere near.</p>	Yes
	<p><b>Is the soil highly permeable, sandy, or gravelly?</b></p>	Probably, along the creek.
	<p><b>Is the ground water near the surface?</b></p>	Unknown, but likely near the creek.
Which cultural controls were considered?	<p><b>Mulching, weed barrier:</b> Not effective; not practical in open fields or on creek banks</p> <p><b>Planting Desirable Species:</b> Establishing desirable vegetation in disturbed areas can suppress perennial pepperweed and slow reinvasion after control, but the County has no control over the areas in question.</p> <p><b>Burning:</b> Not effective at reducing stands, but it is helpful at removing accumulated thatch. Not practical in these areas and County has no control over infested sites.</p> <p><b>CONCLUSIONS: None of these strategies is effective and/or practical.</b></p>	
Which physical/mechanical controls were considered?	<p><b>Hand pulling:</b> Seedlings are easily controlled by hand, but seedlings are rarely encountered. Established plants cannot be controlled this way because shoots quickly resprout from vast root reserves. Hand pulling exacerbates the problem plus the area is too large for hand pulling.</p> <p><b>Mowing/tilling by machine:</b> Tilling typically increases the infestation by spreading root fragments. Mowing stimulates perennial pepperweed to resprout and produce new growth. Mowing can be helpful for removing thatch created by accumulated old stems. This can help prevent shading of desirable species. Combining mowing with herbicides has been shown to be effective. For best results, plants should be mown at the bolting or flower bud stage and herbicides applied to the resprouting shoots once they have reached the flower bud stage. Any mowing is difficult in wild land areas and depending on the time of year can cause a fire. There also exists increased hazard of mechanical and other injury to the operator.</p> <p><b>Grazing:</b> Cattle, sheep and goats will graze this weed, especially rosettes in early spring. When stands are dense, it becomes difficult for most animals to graze. Sheep and goats permanently maintained in a pasture suppress this weed's growth, but once animals are removed, plants quickly resprout. This technique could not be used near the Contra Costa goldfields. This technique could be used in some areas as a management tool; however, it is not compatible with the eradication goal of perennial pepperweed.</p> <p><b>CONCLUSIONS: None of these strategies is effective or practical for our purposes.</b></p>	
Which biological controls were considered?	<p><b>Biological controls available:</b> Biological controls are being evaluated for use in the U.S., but currently none are available. Finding biological control agents for perennial pepperweed is complicated by the fact that this weed is in the same family as broccoli, cabbage, cauliflower, and many other food plants. Researchers must take great care not to introduce a pest on food plants. Department staff have observed a powdery mildew and a native</p>	



	<p>dodder that attack perennial pepperweed and appear to weaken the plants somewhat, though not to the extent that either would be an effective biocontrol agent.</p> <p><b>CONCLUSIONS: No effective biological controls are available.</b></p>
Which chemical controls were considered?	<p><b>Pre-emergent (residual) herbicide?</b> Yes</p> <p><b>Post emergent (contact) herbicide?</b> Yes</p> <p><b>Possible herbicide choices:</b></p> <p><b>2,4-D</b>—We have not tried this and do not want to because there are safer and more effective alternatives.</p> <p><b>Glyphosate</b>—Will not kill seeds or inhibit germination the following season. It is not selective and therefore kills grasses and other plants. This opens the treated area to other weeds. Our trials have shown it to have limited effectiveness.</p> <p>Rate: 2 to 4 qt. product (Roundup ProMax)/acre; spot treatment: 2% product v/v</p> <p>Timing: Postemergence from seedling to bloom; most effective at flower bud or flowering. It is sometimes used in conjunction with mowing or a mowing/wiping technique.</p> <p>Enjoined for endangered species? Yes</p> <p><b>Imazapyr</b>—It is non-selective, has long soil residual activity, and leaves more bare ground than other treatments, even a year after application. Our trials have shown it to be very effective. However, we feel there is a more environmentally friendly treatment options (chlorsulfuron).</p> <p>Rate: 1 to 2 qt. product/acre</p> <p>Timing: Postemergence from seedling to bloom; most effective from flower bud to flowering</p> <p>Enjoined for endangered species? Yes</p> <p><b>Triclopyr</b>—Our trials have shown limited effectiveness. The product has a higher toxicity "Warning" label. It has a greater potential to cause offsite drift problems.</p> <p><b>Chlorsulfuron</b>—Has long soil residual activity and is generally safe on grasses. U.C Extension research in Southern California has shown Telar to be the most effective herbicide for perennial pepperweed. Our trials have shown it to be very effective as well. Telar has a "Caution" label.</p> <p>Rate: 1 to 2.6 oz. product/acre</p> <p>Timing: Postemergence from seedling to flowering. Most effective at flower bud or flowering.</p> <p>Enjoined for endangered species? No</p> <p><b>CONCLUSIONS: We feel that chlorsulfuron (Telar) is the safest effective material. It is also cost effective. It does not injure grasses and therefore allows us to maintain the competitive vegetation in the area and to prevent unsightly bare patches and browned-out areas around the treated weeds.</b></p> <p><b>Our ideal treatment time is from late May to early June when plants are beginning to flower, though Telar can be used effectively even into the fall. Perennial pepperweed plants are also easier to see when they are in flower.</b></p>
Which herbicide application methods are available for this chemical?	<p><b>Methods available:</b> Broadcast or spot spray (directed spray)</p> <p><b>CONCLUSIONS: We will use a directed spray to visible perennial pepperweed plants and the immediate vicinity. Chlorsulfuron that falls on the ground near the weeds will prevent perennial pepperweed seeds from germinating. Our work will mostly be done with a backpack sprayer, but depending on the density of the weed patches, we may need to use a hose pulled from a truck. We consider both of these methods spot treatments.</b></p>
What factors were considered in choosing the herbicide application method?	<p>The size of the noxious weed infestations and their location are the most important factors in considering the application method. We also consider safety to the applicator, the environment, and nontarget species; endangered species considerations; the effectiveness of the method; and the cost to the Department.</p>

<b>What weather concerns must be checked prior to application?</b>	Wind is the primary concern. It can carry the herbicide off-site to non-target or sensitive areas. The Contra Costa goldfields are far enough away from the perennial pepper weed populations that the herbicide will not affect them under our normal treatment protocol. If any perennial pepperweed is found within the goldfield site or close enough to present a concern, the Department will consult with the Department of Fish and Wildlife.
<b>Maps</b>	<p>See attachment for a map of habitat for the Contra Costa goldfields and nearby habitat for the Alameda whipsnake and the California red-legged frog.</p> <p>See attachment for a map of the pesticide use limitation area for the Alameda whipsnake under the endangered species injunction.</p>
<b>References</b>	<p>DiTomaso, Joseph M., et al. 2013. Weed control in Natural Areas in the Western United States</p> <p>Pest Notes. 2004. Perennial Pepperweed, Pub 74124. UC Statewide IPM Program, UC Davis</p> <p>Cal IPC Perennial pepperweed plant profile. <a href="http://www.cal-ipc.org/ip/management/plant_profiles/Lepidium_latifolium.php">http://www.cal-ipc.org/ip/management/plant_profiles/Lepidium_latifolium.php</a>. Web page accessed 5/15/13.</p>

## Pesticide Profile for: Telar DF

<b>Active Ingredient</b>	Chlorsulfuron (75% active ingredient in formulated product Telar DF)
<b>Injunction Restrictions</b>	This chemical is not part of any of the court injunctions.
<b>Signal Word</b>	Caution (the lowest hazard level in EPA's labeling system)
<b>Federally, State, or Locally Restricted Use Material</b>	No
<b>Cancer</b>	No evidence of human carcinogenicity
<b>Prop 65</b>	Yes, listed for developmental, female.  Note that developmental toxicity was seen at concentrations above the maternally toxic doses. (from Thurston Co., WA review of chlorsulfuron)
<b>Known Groundwater contaminant</b>	No
<b>Mammalian Hazard</b>	Acute oral LD <sub>50</sub> for formulated product (75% chlorsulfuron) is 2493 mg/kg to 4147 mg/kg (practically non-toxic).  "No observable effect levels of 100 ppm in the diet of rats (3 months) and 2500 ppm in the diets of mice (3 months) and dog (6 months). No observable effect levels of 100 ppm in the diet of rats for 2 years and 500 ppm in the diet of mice for 2 years." (from Cornell Chlorsulfuron – Herbicide Profile 3/85)  The no observable effect level of 100 ppm in the diet of a rat is equivalent to ¼ oz. of chlorsulfuron per day in the diet of a 160 lb. human.
<b>Bird Hazard</b>	"Chlorsulfuron is practically non-toxic to birds and mammals on an acute exposure basis and is also practically non-toxic to birds on a subacute dietary exposure basis. (from EPA R.E.D. Facts for Chlorsulfuron May 30, 2005)
<b>Aquatic Organism Hazard</b>	"Chlorsulfuron is practically non-toxic to both freshwater and estuarine/marine fish on an acute exposure basis and is slightly toxic to estuarine/marine invertebrates." (from EPA R.E.D. Facts for Chlorsulfuron May 30, 2005)
<b>Bee Hazard</b>	"Chlorsulfuron is also practically non-toxic to honeybees on an acute contact basis." (from EPA R.E.D. Facts for Chlorsulfuron May 30, 2005)
<b>Persistence</b>	"Degradation by hydrolysis appears to be the most significant mechanism for degradation of chlorsulfuron, but is only significant in acidic environments (32 day half-life at pH = 5); it is stable to hydrolysis at neutral to high pH. Degradation half-lives in soil environments range from 14 to 320 days. (from EPA R.E.D. Facts for Chlorsulfuron May 30, 2005)  Under growing season conditions, the half-life is 4-6 weeks. (from Cornell Chlorsulfuron – Herbicide Profile 3/85)  "Terrestrial Field Test Half-life (days) = 36" (from Thurston Co., WA review of chlorsulfuron)
<b>Soil Mobility</b>	"Chlorsulfuron is likely to be persistent and highly mobile in the environment. It may be transported to nontarget areas by runoff and/or spray drift." (from EPA R.E.D. Facts for Chlorsulfuron May 30, 2005)
<b>Use in County by the Agriculture Dept.</b>	Noxious weeds, particularly perennial pepperweed
<b>Method of Application</b>	Spot treatment of individual plants or groups of plants with a backpack sprayer or a hose pulled from a truck.
<b>Cautions</b>	Do not use on irrigation canal banks due to sensitivity of crops.  Normal applicator precautions include wearing gloves and eye protection and avoiding direct skin contact.
<b>Rate Used in Co.</b>	Up to 3 ounces per net acre treated. (1/4 ounce per 3 gallon backpack)
<b>Sources</b>	Label, MSDS, EPA registration and re-registration documents, carcinogen lists from EPA, International Agency for Research on Cancer, National Toxicology Program, Prop. 65, California Department of Pesticide Regulation, Oregon State University Pesticide Properties Database, National Pesticide Information Center (Oregon State), Thurston Co., WA Terrestrial Pesticide Reviews, European Union, University of Hertfordshire, U.K. Pesticide Properties Database



## Contra Costa County

### DECISION DOCUMENTATION TREE for GROUND SQUIRREL MANAGEMENT

Date: 7/29/201

Department: Agriculture

Location: County wide

Situation: Ground squirrel management to protect critical infrastructure and human health

<b>What are the management goals for the sites?</b>	Maintain a squirrel-free buffer area around critical infrastructure (levees, earthen dams, canals, road ways, train berms, bridge abutments); protect children from rattlesnakes attracted to ground squirrels living near a community pool and playground in one homeowners' association; protect foundations and retaining walls from being undermined by ground squirrel burrowing at or near homes adjacent to open space	
<b>Who has jurisdiction over the areas in question?</b>	The Department has no jurisdiction over any of the areas treated. We are contracted by a number of entities to perform ground squirrel management on land under their jurisdiction: CCC Public Works Department, CC Water District, the U.S. Department of Interior Bureau of Reclamation, the BNSF Railroad, Central and Ironhouse Sanitation Districts, CalTrans, the City of Concord, and a homeowners' association.	
<b>How often are sites monitored?</b>	Each year the sites are monitored for activity prior to treatment.	
<b>The problem species has been identified as the following:</b>	<p><b>Ground Squirrel</b> (<i>Spermophilus beecheyi</i>)</p> <p>California ground squirrels are known to be carriers of bubonic plague, tularemia and many other transmissible diseases. Burrowing by ground squirrels can be very destructive causing severe erosion and loss of structural integrity. Ground squirrels are a problem in levees, in flood control facilities and canals, in earthen dams, on roads, on railroad berms, around foundations and retaining walls, and in landscaping where they chew on irrigation lines.</p>	
<b>What is the tolerance level for this species?</b>	<p><b>Tolerance level:</b> any activity within the desired buffer zone (approximately 100 linear ft.) justifies treatment. Ground squirrels within this area have the potential to cause damage by burrowing (or presenting the disease/rattlesnake threat).</p> <p>The Army Corps of Engineers regularly inspects Contra Costa levees, and they do not want the levee system compromised by ground squirrel burrowing. Burrows can destroy the levee system and can also create habitat for burrowing owls. When protected species are living in burrows on the levees, the Public Works Department cannot perform maintenance or other work on the levees. If the County does not manage ground squirrel burrowing on the levees, the Corps could view this as lack of due diligence on the part of the County and could decertify the levee system. Decertification of a flood control facility results in the denial of emergency funds to the County in the event of a serious flood. The County would have to provide all emergency management funds alone.</p> <p>The Bureau of Reclamation inspects Contra Costa Water District canals and requires the District to manage squirrels whose burrowing can compromise the earthen canal embankments and create pathways for water leakage that can undermine the structural integrity of the canals.</p> <p>Ground squirrel burrowing is the biggest threat to California levees. The burrow of one ground squirrel can be long enough to perforate a levee. Shorter burrows may be close enough to each other to perforate a levee. Many burrows in close proximity can create voids that are prone to collapse. High water can go into burrows and compromise the structure of the levee. Even one colony of ground squirrels can cause considerable damage. The longer a ground squirrel population inhabits a levee, the more likely the burrows are to be extended. Research has shown that burrows are shorter where squirrels are regularly controlled. Squirrel populations on levees that persist at high densities over time are more likely to make longer and more interconnected burrows.</p> <p>This same burrowing and resulting pathways for water erosion can cause damage to or sudden failure of roadsides and other structures.</p>	
<b>Are these sensitive sites?</b>	Are any of the sites part of any of the court-ordered injunctions regarding threatened and endangered species?	Yes

	<p>a) There is San Joaquin kit fox habitat along Vasco Road and some other, mostly East County, roads, but there are no known active dens (from our observation and observations of others) in the areas where we bait for ground squirrels. Restrictions prohibit use of aluminum phosphide, chlorophacinone, diphacinone, gas cartridges (and several rodenticides not used by the Department) within 700' of known San Joaquin kit fox dens. The Endangered Species Act requires prebaiting and carcass survey in habitat areas.</p> <p>b) Alameda whipsnake habitat is near some areas that are treated. Use of diphacinone and gas cartridges is prohibited within 100' of coastal sage and northern coastal sage flora in these areas.</p> <p>c) California tiger salamander habitat is near some areas that are treated. Use of diphacinone or gas cartridges are prohibited within 200' of certain water features in these areas, as listed in the injunction.</p> <p>d) California red-legged frog habitat is near some treated areas. Use of gas cartridges is prohibited by the Endangered Species Act within 500' of certain water features in these areas.</p> <p>Are there other species to be aware of?</p> <p>a) Burrowing owls live in abandoned ground squirrel burrows. These owls are predominantly, but not exclusively, in East County. Gas cartridges must be used only in <u>active</u> ground squirrel burrows; Conibear traps should only be used in <u>active</u> burrows.</p>	
	<p>Is there known or potential habitat for any endangered or threatened species at any of the sites?</p> <p>See above.</p>	Yes
	<p>Are any of the sites in or near an area where people walk or children play?</p> <p>The area adjacent to the EBRPD's trail along Marsh Creek is treated and posted.</p> <p>The Contra Costa Fair Grounds has problems with ground squirrels. Our department has treated there in the past but not in the last 4-5 years. We may be asked to treat again if the problem becomes serious enough.</p>	Yes
	<p>Are any of the sites near a drinking water reservoir?</p> <p>Yes, the earthen dam sides (the sides away from the water) of Mallard reservoir and CC Water District canal embankments are treated.</p>	Yes
	<p>Are any of the sites near a creek or flood control channel?</p>	Yes
Which cultural controls were considered?	<p><b>Burrow destruction:</b> Ground squirrels work hard on their burrows and do not readily give them up. They continue to improve their burrows through multiple years and generations, creating complex systems that can be anywhere from 3 to 135 feet long and 2 to 4 feet deep. It has been observed that when burrows are abandoned, new squirrels will reinfest the area and occupy the old burrows. Destroying the burrows can slow or prevent the reinfestation of ground squirrels.</p> <p>Burrow destruction can be accomplished by deep ripping of the soil. Some burrows can be destroyed or partially destroyed as a result of the explosion that occurs when using the O<sub>2</sub> plus propane treatment method.</p> <p>In an unpublished study conducted at UC Davis, it was found that of various methods of preventing reinfestation, ripping the burrows to a depth of 18 inches was a relatively effective method for reducing reinvasion into old burrows.</p> <p>Burrow destruction by either method will kill any other species (including rare and endangered species such as the burrowing owl, San Joaquin kit fox, California red-legged frog, California tiger salamander and Alameda whipsnake) living in the burrows and/or will destroy potential habitat for them.</p> <p><b>Planting desirable species:</b> Research has indicated that tree cover and leaf litter have a negative influence on probability of the occurrence of ground squirrel burrows on levees, and that the effect was significant on both the land side and the water side of the levee. This probably is the result of tall woody vegetation obscuring the view of the sky and hence of raptors that might prey on the squirrels.</p> <p><b>CONCLUSIONS:</b> We do not use burrow destruction because it is impractical in the areas the Department treats. There is also the danger of killing or displacing rare and endangered species. Burrow destruction</p>	

	<p>may damage the infrastructure the Department is trying to protect. If the area is preferred habitat, ground squirrels would return and dig new burrow systems.</p> <p>Revegetation is not compatible with the program due to expense. Also, at present, the Army Corps of Engineers does not allow trees on levees, but the research may have implications for management in the future.</p>
Which physical controls were considered?	<p><b>Shooting:</b> Shooting controls squirrels in small numbers. Squirrels often come to recognize this activity and become gun shy. They may learn to retreat to their burrows any time a vehicle drives into the area or they hear a gunshot. There are safety concerns, and this is a time-intensive method.</p> <p><b>Live Trapping:</b> Trapping can be done anytime squirrels are present. Most traps require the use of bait, which may be of limited effect during certain times of the year. Bait must be at least as appetizing as what the squirrels are currently feeding on. Best overall results come from trapping squirrels just before they have their young, although trapping anytime squirrels are active can be effective. Trappers with SWAT Pest Control in Santa Clara County have found that July, August, and September are best for trapping ground squirrels. They find it very difficult to entice squirrels into traps in the spring because of the abundant green vegetation, which the squirrels prefer.</p> <p>Live trapping requires a method of euthanization, since it is illegal to relocate trapped squirrels. Handling the traps prior to euthanization can expose staff to fleas and ticks living on the animals.</p> <p>Our in-house trial of live trapping showed this method to be very expensive and time consuming. The Department of Fish and Wildlife mandates that traps be checked and animals removed at least once a day, which was the protocol we followed. UC recommends checking and removing squirrels twice a day, which would greatly increase the cost.</p> <p>Besides cost, we found a number of other problems with live trapping in the 2012 experimental study that our department performed:</p> <ul style="list-style-type: none"> <li>• Squirrels fought inside the traps and were bloodied and wounded by these encounters.</li> <li>• Four squirrels were found dead in the traps probably from either fighting or heat stress.</li> <li>• Anxious squirrels gnawed on the bars of the trap cutting their mouths.</li> <li>• The traps consistently needed maintenance and modification in order to attract squirrels. At the end of the study, the traps had to be thoroughly cleaned because of the dried blood and powerful smell.</li> <li>• Although signs were posted warning the public to leave traps alone, two traps were found with their tops open in what must have been an attempt by passersby to release the squirrels. This vandalism is worrisome not only because it impeded the trapping, but also because it exposed the public to bites, scratches, and zoonotic diseases. In addition, it is an indication that trapping would not be well-accepted by the public and would result in complaints.</li> <li>• The week after the trapping trial, ground squirrels were back using the burrows in the buffer zone.</li> </ul> <p>Costs: Our 2012 study showed that the cost for us to live trap ground squirrels along one linear mile of roadway was \$5,074 compared to \$220 per linear mile for baiting.</p> <p>For comparison purposes, quotes were obtained from commercial pest control operators that could treat using non chemical live traps or other methods. The quotes ranged from \$90 to \$125/hr plus mileage for nonchemical ground squirrel control using live traps or other methods. At 139 hours per linear mile for the five days of trapping this would amount to \$12,524 to \$17,394 per linear mile plus mileage. We also received two quotes of \$20 and \$25/ground squirrel captured. These quotes on the per squirrel basis convert to a per linear mile rate of \$13,360 and \$16,700 respectively considering that the equivalent of 668 squirrels were captured per linear mile in our trial.</p> <p>From UC Agriculture and Natural Resources Best Management Practices for Ground Squirrels:</p> <p>“Trapping is not the most effective method of control, mainly because of the high labor required to achieve good results. But it may be an ideal method to use when other methods are not appropriate.”</p> <p><b>Kill trapping:</b> As with live trapping, kill trapping can be done any time of year. Box and tunnel traps are baited to entice squirrels in, and Conibear traps are placed over the burrow entrance and the squirrel passes into the trap on exiting the burrow. Kill traps are very strong and can injure fingers and hands.</p> <p><b>CONCLUSIONS:</b></p> <p><b>Shooting:</b> We do not use this method. It is impractical on a cost basis and is not effective over large areas. There are also safety concerns.</p> <p><b>Live trapping:</b> We do not currently use this method. Live trapping may be a viable option for small, especially sensitive sites that require treatment, but over large areas (in 2012, the Department treated 925 linear miles of critical infrastructure buffer area), the high cost would not be a responsible use of the</p>

	<p>public funds entrusted to our Department. The method was not found to be effective in the treatment area due to the rapid reinfestation into the burrows by ground squirrels from the surrounding area. This does not happen with baiting. There are also issues with humaneness of this approach and exposure to the public.</p> <p>Ventura County has stated that trapping would play a small role in their ground squirrel IPM plan because of the extensive labor required.</p> <p><b>Kill trapping: We do not use this method. With kill trapping, there is too much risk of capturing nontarget animals, and kill traps present a danger to children or adults who might tamper with traps. It would also be very costly.</b></p>
Which biological controls were considered?	<p><b>Biological controls available:</b> There are a number of animals that prey on ground squirrels, including rattlesnakes, coyotes, bobcats, mountain lions, red-tail hawks, red-shoulder hawks and golden eagles. Snakes and bobcats are better than other predators at taking ground squirrels. According to SWAT Pest Control trapper observations, hawks may not take many ground squirrels because the ground squirrels flick their tails to fool the hawk and many times the bird gets just a piece of the tail. Most owls are not large enough to take ground squirrels and their nocturnal hunting habits do not coincide with the diurnal activities of ground squirrels. The great horned owl is the exception as it has been found to very occasionally take a ground squirrel.</p> <p>Predators can prune the ground squirrel population, but they cannot provide the degree of control necessary in the specific locations we are contracted to treat.</p> <p>The Department continues to monitor the raptor perches that we erected in 3 areas in 2009, but we have not found that they attract the raptors that could feed on ground squirrels in the numbers that would be required for the degree of control necessary.</p> <p><b>CONCLUSIONS: There are no effective biological controls available.</b></p>
Which chemical controls were considered?	<p><u>Burrow fumigation methods:</u></p> <p><b>Gas cartridge:</b> The cartridge (made from sodium nitrate, charcoal, and cardboard) releases carbon monoxide gas into the burrow system. This method is only effective when the soil moisture is high in either winter or spring. Gas cartridges are more effective when used prior to breeding or emergence of young. The timing, though, conflicts with other programs for which staff are needed such as the noxious weed program, the pesticide use enforcement program and the pest exclusion program. There are endangered species restrictions and concerns to consider prior to use.</p> <p><b>Aluminum phosphide:</b> Aluminum phosphide reacts with moisture in the soil and in the atmosphere to produce phosphine gas. This fumigant is only effective when soil moisture is high and so has the same timing issues as above. Aluminum phosphide is a restricted use material, and is a hazard to the applicator. We have endangered species concerns and restrictions to consider prior to use.</p> <p><b>CO and CO<sub>2</sub>:</b> These fumigants require a CO or CO<sub>2</sub> generating device, which is difficult to move from burrow to burrow during treatment. These must be used when soil moisture is high, and they have the same timing issues as above. Use of CO<sub>2</sub> for ground squirrels is not registered through the Department of Pesticide Regulation.</p> <p><u>Explosive devices:</u></p> <p><b>O<sub>2</sub>/propane explosive devices:</b> This method is more destructive, poses hazards to the applicator from flying debris, and would damage levees, berms and embankments. There is also the difficulty of getting the device to the burrows.</p> <p><u>Anticoagulant treated grain bait:</u></p> <p><b>Diphacinone treated grain bait:</b> Diphacinone is applied to oat kernels that are rolled and dyed blue to make them less attractive to non-target species. Treated grain baits take advantage of the ground squirrel's highly developed seed foraging abilities.</p> <p>Diphacinone is a first generation anticoagulant that prevents blood from clotting and causes death by internal bleeding. First generation anticoagulants require multiple feedings over several days to a week to kill. This is different from second generation anticoagulants that are far more toxic and can kill within days of a single feeding if enough bait is ingested.</p> <p>Second generation anticoagulants pose a greater risk to animals that eat poisoned rodents. If the rodent continues to feed on the single-dose anticoagulant after it eats a toxic dose at the first meal, it may build up more than a lethal dose in its body before the clotting factors run out and the animal dies. Residues of second generation anticoagulants may remain in liver tissue for many weeks, so a predator that eats many poisoned</p>



	<p>rodents may build up a toxic dose over time. However, even the first generation anticoagulants may be poisonous to animals that eat poisoned rodents. The first generation materials break down much more rapidly in animal tissues and have a much reduced potential for secondary kill when compared to second generation materials. To mitigate for this the Department performs carcass surveys in all areas treated whether or not it is required by endangered species restrictions.</p> <p><b>CONCLUSIONS:</b></p> <p><b>Gas cartridges:</b> The department uses these in some instances, but the cost is high, we have endangered species restrictions to consider prior to use and staff is generally engaged in other program critical activities in winter and spring when gas cartridges can be used effectively. The department does use this method in certain instances in late winter/spring. Major considerations for use are sensitivity of the site and available staff time. Our employees are specifically trained to distinguish the difference between active and inactive ground squirrel burrows. Due to concerns over burrowing owls, we only treat active burrows and will not use gas cartridges in sensitive areas of other endangered species that may inhabit ground squirrel burrows.</p> <p>We do not use other fumigation methods because they have the same limitations as gas cartridges. Gas cartridges are much safer than aluminum phosphide. CO &amp; CO<sub>2</sub> are impractical due to the difficulty in getting a CO or CO<sub>2</sub> producing device to the burrows.</p> <p>Diphacinone is our material of choice. It is both effective and is labeled "Caution" which is the least toxic pesticide label category. In certain areas we have endangered species considerations/mitigations that we follow.</p>
Which application methods are available for this rodenticide?	<p>Methods available:</p> <p><b>Bait Station</b>—.005% diphacinone is registered for use in bait stations (and for broadcast baiting small areas by hand)</p> <p><b>Broadcast</b>—.01% diphacinone is registered for hand or mechanical broadcast baiting over larger areas</p> <p><b>CONCLUSIONS:</b></p> <p><b>Bait Station:</b> We do use this method in a very few specific situations. In general, though, there are a number of concerns with this method: bait can spill or be kicked out of bait stations; cattle can damage stations resulting in spillage; children or adults may tamper with bait stations; dominant ground squirrels may gorge on bait and prevent other squirrels from eating it and individual ground squirrels consuming large quantities of bait increases the risk of higher exposure levels to non target predators; much larger quantities of bait are used in bait stations as compared to broadcast treatment; rain damaged or moldy bait must be disposed of as hazardous waste.</p> <p><b>Broadcast:</b> This is generally our method of choice. It is the safest method for the environment and the applicator.</p> <p>The Department's typical protocol for ground squirrel baiting is as follows:</p> <ol style="list-style-type: none"> <li>1. Ground squirrel work is conducted in late June, after forage grasses have dried, to early October depending on when fall rains begin.</li> <li>2. On Friday, staff "prebait" by putting out untreated, clean rolled oats. This increases foraging activity so that our treatment can be more highly focused, and we can use the least amount of treated bait necessary.</li> <li>3. On Monday, staff make the 1<sup>st</sup> application of treated bait along a 12 to 15 ft. swath around/along the critical infrastructure to be protected. Applications are made only where ground squirrels are observed actively taking the "prebait."</li> </ol> <p>Bait is spread at the labeled rate, which equates to 2-3 treated kernels per square foot. The oat kernels have been rolled and dyed which makes them less attractive to nontarget animals.</p> <p>Bait applications are made using a Hurd Spreader mounted on the back of a truck or an ATV. Some smaller applications are made by hand spreading the bait. Two staff members ride in the truck so that one person can focus on looking for squirrel activity and operating the spreader while the other drives.</p> <ol style="list-style-type: none"> <li>4. On Wednesday, staff broadcast the 2<sup>nd</sup> application of treated bait to the same 12 to 15 ft. swath.</li> <li>5. On Friday, staff perform a survey of the treated areas to remove any squirrels that may die above ground. This reduces nontarget exposure potential. In 2012, on 925 linear miles of roadway, staff found only 6 squirrel carcasses. In Ventura County's 2007 Field Trial using broadcast baiting, they found no above ground carcasses at any of their 3 test sites.</li> </ol>

	<b>Any heavily infested areas with continued squirrel activity are treated a 3<sup>rd</sup> time.</b>
<b>What factors were considered in choosing the pesticide application method?</b>	Safety to the applicator, the environment, and nontarget species; endangered species considerations; the effectiveness of the method; and the cost to the Department.
<b>What weather concerns must be checked prior to application?</b>	<p><b>Gas cartridges:</b> Dry weather and dry ground greatly decreases effectiveness. At the same time the potential of starting a wildfire from this method increases.</p> <p><b>Dipacnone:</b> The main concerns are rain or heavy dew that will render broadcast bait ineffective and can cause the bait in bait stations to mold.</p>
<b>References</b>	<p>Salmon, T. &amp; P. Newman. Date? Bait and bait application methods for ground squirrel control: reducing non-target hazards. UC Coop Ext.</p> <p>Berentsen, AR &amp; T. Salmon. 2001. The structure of California ground squirrel burrows: control implications. Transactions of the Western Section of the Wildlife Society, 37:66-70.</p> <p>Van Vuren, DH &amp; M. Ordenana. 2012. Burrow dimension of ground squirrels. California Levee Vegetation Research Program, UC Davis.</p> <p>Van Vuren, DH &amp; M. Ordenana. 2011. Habitat associations of burrowing mammals along levees in the Sacramento Valley, CA. California Levee Vegetation Research Program, UC Davis.</p> <p>Marsh, RE. 1994. Current (1994) ground squirrel control practices in California. Proceedings of the Vertebrate Pest Conf. 16:61-65, UC Davis.</p> <p>Stone, WB, JC okoniewski, &amp; JR Stelelin. 2003. Anticoagulant rodenticides and raptors: recent findings from New York, 1998-2001. Bulletin of Environmental Contamination and Toxicology, 70:34-40</p> <p>Rattner, BA, KE Horak, SE Warner, DD Day &amp; JJ Johnston. 2010. Comparative toxicity of diphacinone to northern bobwhite (<i>Colinus virginianus</i>) and American kestrels (<i>Falco sparverius</i>). Poceedings of the 24<sup>th</sup> Vertebrate Pest Conf. pp 146-152, UC Davis.</p> <p>Riley, SPD, C Bromley, RH Poppenga, FA Uzal, L Whited, RM Sauvajot. 2007. Anticoagulant exposure and notoedric mange in bobcats and mountain lions in urban Southern California. J. of Wildlife Mgmt, 71(6):1874-1884.</p> <p>Lima, LL &amp; T Salmon. 2010. Assessing some potential environmental impacts from agricultural anticoagulant uses. Proceedings of the 24<sup>th</sup> Vertebrate Pest Conf. pp. 199-203, UC Davis.</p> <p>McMillin, S. (CA Dept. of Fish and Wildlife). 2013. Personal communication.</p> <p>UCANR Ground squirrel best management practices. <a href="http://ucanr.edu/sites/Ground_Squirrel_BMP/">http://ucanr.edu/sites/Ground_Squirrel_BMP/</a>. Webpage accessed 5/31/13.</p> <p>Pest Notes. 2010. Ground squirrel, Pub 7438. UC Statewide IPM Program, UC Davis.</p>

## Pesticide Profile for: Diphacinone treated grain bait

<b>Active Ingredient</b>	Diphacinone .01% or .005%
<b>Injunction Restrictions</b>	This chemical is enjoined in particular locations for the following endangered species: Alameda whipsnake, California tiger salamander, salt marsh harvest mouse, and San Joaquin kit fox.
<b>Signal Word</b>	Caution (the lowest hazard level in EPA's labeling system)
<b>Federally, State, or Locally Restricted Use Material</b>	Yes - federally restricted (can only be used by, or under the direction of, licensed or certified applicators)
<b>Cancer</b>	Not listed
<b>Prop 65</b>	Not listed
<b>Known Groundwater Contaminant</b>	No  "Based on the available data, little if any contamination of surface and ground waters is expected for brodifacoum, bromadiolone, chlorophacinone and diphacinone. These chemicals, although persistent, tend to be relatively immobile in soil and fairly insoluble in water." [from USEPA Reregistration Eligibility Decision Facts for Rodenticide Cluster, July 1998]
<b>Mammalian Hazard</b>	Highly toxic by ingestion with oral LD <sub>50</sub> values for technical diphacinone of 0.3 to 7 mg/kg in rats, 3.0 to 7.5 mg/kg in dogs. [EXTOXNET Diphacinone Pesticide Information Profile, 1993]
<b>Bird Hazard</b>	"Diphacinone is slightly toxic to birds. The oral LD <sub>50</sub> for diphacinone in mallard ducks is 3158 mg/kg, and in bobwhite quail is 1630 mg/kg." [EXTOXNET Diphacinone Pesticide Information Profile, 1993]
<b>Secondary Poisoning</b>	"The Agency believes that there is a high risk of secondary poisoning, especially to mammals, from the use of these rodenticides outdoors (i.e., "around" buildings) in rural and suburban areas. The available data indicate that brodifacoum, bromadiolone, and 0.01% a.i. chlorophacinone and diphacinone baits may pose a secondary hazard to avian and/or mammalian predators that feed on poisoned rodents. Brodifacoum and bromadiolone likely pose the greatest secondary risks, because they are more acutely toxic, especially to birds, more persistent in animal tissues, and can be lethal in a single feeding. In contrast, chlorophacinone and diphacinone tend to be less toxic to birds, less persistent in the tissues of primary consumers, and must be eaten over a period of several days to cause mortality. Therefore, a predator feeding only once on a poisoned carcass may not die if the rodent was poisoned with diphacinone or chlorophacinone, but is more likely to die if the rodent was poisoned with brodifacoum or bromadiolone." [from USEPA Reregistration Eligibility Decision Facts for Rodenticide Cluster, July 1998]
<b>Aquatic Organism Hazard</b>	"Diphacinone is slightly to moderately toxic to fish. The 96-hour LC50 for technical diphacinone in channel catfish is 2.1 mg/l, for bluegills is 7.6 mg/l, and for rainbow trout is 2.8 mg/l. The 48-hour LC50 in Daphnia, a small freshwater crustacean, is 1.8 mg/l." [EXTOXNET Diphacinone Pesticide Information Profile, 1993]. The method of use of the treated bait will preclude waterway contamination.
<b>Bee Hazard</b>	No data found though bee hazard is not expected considering the treatment method
<b>Persistence</b>	"Diphacinone is rapidly decomposed in water by sunlight." [EXTOXNET Pesticide Information Profile, 1993]
<b>Soil Mobility</b>	"Diphacinone has a low potential to leach in soil." [EXTOXNET Pesticide Information Profile, 1993]
<b>Use in County by the Department</b>	Ground squirrel management to protect critical infrastructure.
<b>Method of Application</b>	The Agriculture Department mechanically broadcasts the majority of the diphacinone treated bait it uses. Occasionally bait is applied in bait stations.
<b>Special Cautions</b>	Wear gloves and eye protection when directly handling or applying treated bait.
<b>Rate Used in Co.</b>	2-3 treated kernels of grain per sq. ft. (10 lbs. per swath acre)
<b>Sources</b>	Label; MSDS; EPA registration and re-registration documents; carcinogen lists from EPA, International Agency for Research on Cancer, National Toxicology Program; Prop. 65; California Department of Pesticide Regulation; Oregon State University Pesticide Properties Database; National Pesticide Information Center (Oregon State); EXTOXNET (a coalition of a number of Cooperative Extension offices across the country); Thurston Co., WA Terrestrial Pesticide Reviews; European Union; University of Hertfordshire, U.K. Pesticide Properties Database



# Contra Costa County

## DECISION DOCUMENTATION TREE for COMMENSAL RODENT MANAGEMENT

Date: 5/29/2013

Department: Facilities Division

Location: County wide

Situation: Rat and mouse management to protect food, infrastructure and human health & safety in and around County buildings

<b>What are the management goals for the sites?</b>	Prevent rats and mice from entering County buildings; prevent rodent complaints in County buildings, remove rodents from buildings if they get in; and comply with Health Department regulations.	
<b>Who has jurisdiction over the areas in question?</b>	The County has jurisdiction over the facilities in question.	
<b>How are the sites monitored and how frequently?</b>	<p>All County buildings that receive regular services under the pest management contract are monitored by technicians from Pestec, the County's structural IPM contractor. Some locations within the County elect to have "per-call" services, only requesting services when County staff determine it necessary. It is also the responsibility of all County staff and building occupants to continually monitor and report signs of rodent activity to the Facilities Division.</p> <p>Monitoring is done by visual inspection. Monitoring frequency depends on the type of building and its use and can range from twice a week to monthly. As a monitoring aid, Pestec has placed rodent bait stations around various County buildings. Detex Blox® (non-toxic feeding blocks) are placed inside the bait stations along with a T-Rex® snap trap that is not set. Pestec technicians regularly inspect the feeding blocks for evidence of rodent gnawing. When evidence of feeding is detected, the snap traps are set. (More on trapping below under physical controls.)</p> <p>Buildings with kitchen or food handling facilities are monitored more frequently and with closer scrutiny.</p>	
<b>The problem species have been identified as the following:</b>	<p><b>Roof rat</b> (<i>Rattus rattus</i>); <b>Norway Rat</b> (<i>Rattus norvegicus</i>); <b>house mouse</b> (<i>Mus musculus</i>)</p> <p>Rats and mice can damage structures by gnawing and can cause electrical fires by chewing off insulation around electrical wires. These rodents can chew on, nest in, and excrete wastes in sensitive electronic devices. They eat human and animal food and contaminate surfaces and food with urine and feces. They also carry a number of human diseases, and house mouse urine contains a protein that can trigger severe asthma or allergic reactions in susceptible people. These rodents are carriers of ectoparasites such as fleas and mites that can bite people, and they are implicated in the transmission of 55 different human pathogens.</p>	
<b>What is the tolerance level for these species?</b>	<p><b>Tolerance level:</b> The tolerance level outside of buildings for rats and mice varies. There is a zero tolerance for Norway Rat burrows within 500ft from an occupied structure on County property. There is also a zero tolerance for the sighting of a roof rat during the day on County property. Mouse population tolerances are undetermined.</p> <p>The tolerance level for rodents inside buildings is zero.</p> <p>Any feeding activity on Detex Blox outside and any sightings or evidence of rodents inside County buildings justifies treatment (education, sanitation, clutter control, pest proofing, vegetation management, trapping).</p>	
<b>Are these sensitive sites?</b>	<p>Are any of the sites part of any of the court-ordered injunctions regarding threatened and endangered species?</p> <p>The County does not normally use rodenticides for the control of rats or mice, but might use a rodenticide in the event of a public health emergency.</p> <p>The injunctions exempt "The use of the Pesticides covered under Section 3 above</p>	Possibly

	<p>[applicable rodenticides are brodifacoum, bromadiolone, bromethalin, cholecalciferol, difenacoum, difethialone, and warfarin] for:</p> <p>“--the purpose of public health vector control when such a program is administered by public entities; or</p> <p>“--use by certified applicators for control of a vector pest when such control is necessary to respond to a federally or state declared public health emergency.”</p> <p>Are there other sensitive species to be aware of?</p> <p>In urban areas, pets as well as birds of prey, and sometimes wild mammalian predators feed on rodents. Pets and other urban wildlife could feed directly on rodenticides if the rodenticides were not secured inside a tamper-resistant bait station.</p>	
	<p>Is there known or potential habitat for any endangered or threatened species at any of the sites?</p> <p>See also above.</p>	Possibly
	<p>Are any of the sites in or near an area where people walk or children play?</p> <p>County buildings in general are sensitive sites because people work in the buildings. Head Start facilities are especially sensitive because of the children who spend many hours of their day in the buildings. Buildings with kitchens or food handling facilities are also especially sensitive.</p> <p>Extra care must be taken at Head Start sites to make sure children cannot access snap traps. Inside offices, snap traps for mice are set in concealed or out-of-the way locations and occupants are informed of their location.</p>	Yes
	Are any of the sites near a drinking water reservoir?	N/A
	Are any of the sites near a creek or flood control channel?	N/A
Which cultural controls were considered?	<p><b>Educating custodial staff and building occupants on proper sanitation and its critical role in rodent control</b></p> <ul style="list-style-type: none"> <li>• Store food properly, especially at night. Proper food storage is in the refrigerator or cooler or in glass, metal or heavy plastic with a tight-fitting lid.</li> <li>• Limit areas for eating and storing food. Building occupants should be strongly discouraged from keeping food in their desks.</li> <li>• Keep eating and cooking areas clean.</li> <li>• In food handling and preparation areas, regularly steam clean appliances and hard-to-reach areas that may accumulate food debris.</li> <li>• Limit food waste to designated garbage receptacles.</li> <li>• Remove all garbage from buildings at the end of the day, and store in receptacles that will prevent rodent access.</li> <li>• Outside, make sure all refuse goes into the proper receptacles. Do not allow any food wastes to accumulate outside of dumpsters or other garbage cans.</li> <li>• Keep garbage can and dumpster lids closed.</li> <li>• Regularly clean waste receptacles and dumpsters.</li> </ul> <p><b>Preventing rodent access to structures</b></p> <ul style="list-style-type: none"> <li>• Educate Facilities maintenance personnel about the importance of and reasons for rodent proofing.</li> <li>• Make general building repairs and seal large and small holes in structures, both inside and out. Mice can squeeze through a hole that a pencil can fit in, and rats can enlarge that size hole by gnawing until they can fit through also.</li> <li>• Seal vents with ¼" hardware cloth.</li> <li>• Seal gaps where pipes and wiring enter the structure.</li> <li>• Weather strip doors and windows, and use door sweeps, metal kick plates, or raised metal door sills to prevent rodent entry. Openings around doors should be less than ¼".</li> </ul>	

	<ul style="list-style-type: none"> <li>● Repair broken sewer pipes.</li> <li>● Install threaded caps on drains, and make sure that the traps in little used drains are kept filled with water.</li> <li>● Make sure air conditioning units are well-sealed, especially those on the roof.</li> <li>● Trim tree and large shrub branches 3 to 6 feet from buildings to prevent rodents from using the branches to access upper levels of structures.</li> </ul> <p><b>Limiting availability of shelter/harborage for rodents</b></p> <ul style="list-style-type: none"> <li>● Trim bushes and ground covers at least 2 feet from the structure to decrease cover for rodent runways, to prevent hidden access to buildings, and to make inspections easier.</li> <li>● Remove ivy and other vines from outside walls.</li> <li>● Eliminate dense plantings, especially next to structures. In landscaping, break up dense plantings with pathways, stretches of lawn, or very low ground cover to decrease cover for rodent runways.</li> <li>● Eliminate plantings of Algerian ivy (<i>Hedera canariensis</i>) and date palms because rats can live in and feed on these plants. If it isn't possible to immediately eliminate these plantings, work toward that goal. In the meantime, shear ivy very close to the ground.</li> <li>● Remove rock and wood piles and construction debris.</li> <li>● Reduce clutter and debris that can provide hiding places for rodents. Items such as paper, cloth, carpeting, and insulation are ideal nesting materials for rodents and should be stored in rodent-proof containers if mice or rats are making use of them.</li> <li>● Seal holes in structures that allow rodents access to shelter or harborage in the buildings.</li> <li>● Keep weedy grasses trimmed low and/or eliminate them to reduce harborage and food from seeds.</li> </ul> <p><b>CONCLUSIONS: All of these tactics are very important in reducing the number of rodents in and around structures. All of these tactics are used where appropriate in the County.</b></p>
<p><b>Which physical controls were considered?</b></p>	<p>Trapping requires more time, effort, and skill than other control methods, but has several advantages: you can see your success, rodents do not die in walls or other inaccessible places and cause odor and fly problems, and no rodenticides are necessary.</p> <p><b>Live Trapping:</b> Multiple catch live traps for mice can be useful in certain situations and can save labor in setting individual traps. They do not need to be baited and can be used at any time of the year. It is important to use a sufficient number of traps to resolve the problem in a timely manner. The mice must be humanely euthanized and should not be released alive outside the building because they will return to cause more problems.</p> <p>For rats, snap traps are much easier to use and more effective than live traps. Rats are much larger than mice and present more problems for humane euthanization.</p> <p>Glue boards can successfully catch mice, but are not as effective for rats. Rats may pull themselves free of the glue, and if the board is not anchored, the rat may drag it away with only a tail or a foot caught. Glue boards are generally considered inhumane because rodents caught in the glue usually die slowly and with much struggle.</p> <p><b>Kill trapping:</b> Snap traps are effective for both rats and mice, and can be used both indoors and out at any time of the year. In general, they should be baited with something that is attractive to the target animal. Indoors, traps must be placed where they will not attract attention and where children and adults will not accidentally encounter them. Trap placement is crucial for success and in general, it is important to use more, rather than fewer traps. Traps set inside a building should be inspected within one week to remove any rodents that were caught.</p> <p>Outdoors, when feeding is detected on a Detex Blox inside a rodent bait station, the T-Rex® trap inside the station is baited and set. T-Rex traps are the best choice for using inside a bait station. The station must be large enough to accommodate the trap. Pestec uses Protecta Sidewinder® Bait Stations, but other brands that will easily accommodate the trap with its jaws open will work. The bait stations are inspected within a week to remove trapped rodents. At this point, the bait is refreshed and the traps are reset. When no more rodents are being trapped, the traps are deactivated and the technician goes back to monitoring the station for feeding activity.</p> <p>Electronic traps are also available for rats and mice. These electrocute the rodent and need batteries to operate. They are also 7 to 8 times more expensive than a T-Rex trap. Pestec is testing the various brands for use in the County.</p> <p><b>CONCLUSIONS: Trapping is very effective and is the only method of direct control used in the County, barring a public health emergency. Pestec has experimented with 2 brands of multiple catch traps</b></p>

	<p>(Victor® Tin Cat and Kness® Ketch-All) for mice along with various set ups for the traps. They have not found them as effective as snap traps, but continue to test multiple catch traps.</p>
<p><b>Which biological controls were considered?</b></p>	<p><b>Biological controls available:</b> There are a number of animals that prey on rats and mice, including cats and owls</p> <p>Predators can prune rat and mouse populations, but they cannot provide the degree of control necessary in the specific locations. Cats and dogs are often found living in close association with an infestation of rats or mice.</p> <p><b>CONCLUSIONS:</b> There are no biological controls that can effectively manage the County's rat and mouse populations in specific areas; however, natural predators can aid the County's efforts considerably. Owls living on the roof of the County Administration Building at 651 Pine in Martinez have left a huge number of rodent bones on the roof.</p>
<p><b>Which chemical controls were considered?</b></p>	<p>Repellents will be considered for rat and mouse control when trapping and exclusion are insufficient. Repellents may include DeTour, an EPA exempt pesticide, or other repellents that are tested and found to be more efficacious and still within Pestec's IPM certification guidelines.</p> <p><b>CONCLUSIONS:</b></p> <p>The County does not use rodenticides to control rats and mice, but in the event of a public health emergency, the County would use all available means to control rats and/or mice, including rodenticides, if necessary.</p> <p>A first generation anticoagulant, such as warfarin, would be chosen. Warfarin is readily accepted by both rats and mice, it effectively kills these rodents, and it has a wide margin of safety because it requires multiple daily sequential feedings for toxicosis, and it has a readily available and easily administered antidote (Vitamin K). First generation anticoagulants also pose less of a secondary poisoning risk.</p> <p>If rodenticides must be used, they will be used according to the Greenshield IPM Certification Standards as follows:</p> <ul style="list-style-type: none"> <li>i.) used only after reasonable measures are taken to correct conducive conditions including preventing access to water, food or garbage; removing clutter; sealing cracks or holes in foundations, sidewalks; removing tall weeds; and trimming shrubs to expose ground and discourage rat burrowing; and</li> <li>ii.) in bait-block form and placed in a locked, distinctively marked, tamper-resistant container designed specifically for holding baits and constructed of metal or heavy duty plastic and securely attached to the ground, fences, floors, walls or weighted bases, etc. such that the container cannot be easily moved/removed; and</li> <li>iii.) baits are secured (e.g., on a rod) in the baffle-protected feeding chamber of the bait container and not in the station's runway; and</li> <li>iv.) in loose pellet formulation or loose meal formulation (i.e., not within packets) placed deep into burrows (i.e., at least two feet into the burrow from the burrow's main entrance) to reduce potential for rejection or access by non-target animals. Neither bait blocks nor baits still enclosed within packets are to be used for direct burrow baiting.</li> </ul>
<p><b>Which application methods are available for this rodenticide?</b></p>	<p>Applications around buildings must be made in tamper-resistant bait stations situated along walls or other external parts of buildings (e.g., doorways, ramps and loading docks) where rats or mice might seek to gain entrance. Indoors, rodenticides must be used in tamper-resistant bait stations.</p> <p><b>CONCLUSIONS:</b> Rodenticide would first be deployed in tamper-resistant bait stations that would be anchored to the substrate.</p> <p>Tamper-resistant bait stations are of durable fabrication and meet the following criteria:</p> <ol style="list-style-type: none"> <li>1. resistant to weather</li> <li>2. strong enough to prohibit entry by large non-target species</li> <li>3. equipped with a locking lid and/or secured rebaiting hatches</li> <li>4. equipped with entrances that readily allow target animals access to baits while denying access to larger non-target species</li> <li>5. capable of being anchored easily and securely to resist efforts to move the container or to displace its contents</li> <li>6. equipped with an internal structure for securely containing baits</li> </ol>



	<p><b>7. made in such a way as not to be an attractive nuisance</b></p> <p><b>8. capable of displaying proper precautionary statements in a prominent location.</b></p> <p><b>In an emergency, if control of burrowing rats is not achieved with mechanical means or repellents, then burrow baiting to the Green Shield IPM Certification specifications (see above) will be employed.</b></p>
<b>What factors were considered in choosing the pesticide application method?</b>	Safety to the applicator, the environment, and nontarget species; endangered species considerations, the effectiveness of the method, and the cost to the Division.
<b>What weather concerns must be checked prior to application?</b>	Since the rodenticide would be protected inside a bait station, weather would not be a concern.

## Pesticide Profile for: **Warfarin**

<b>Active Ingredient</b>	Warfarin (.025%)
<b>Injunction Restrictions</b>	This chemical is enjoined in particular locations for the following endangered species: Alameda whipsnake.
<b>Signal Word</b>	Caution (the lowest hazard level in EPA's labeling system)
<b>Federally, State, or Locally Restricted Use Material</b>	No
<b>Cancer</b>	Not listed
<b>Prop 65</b>	Listed as a developmental toxicant
<b>DPR Groundwater Protection List</b>	Not listed
<b>Mammalian Hazard</b>	Highly toxic by ingestion with oral LD <sub>50</sub> values for technical sodium warfarin of 323 mg/kg in male rats and 58 mg/kg in female rats; 60 mg/kg in mice; and 200-300 mg/kg in dogs. [EXTOXNET Warfarin Pesticide Information Profile, 1995]
<b>Bird Hazard</b>	"The acute avian toxicity of warfarin indicates that it is practically nono-toxic to game birds. In subacute studies, warfarin ranged from moderately toxic to practically non-toxic to upland game birds and waterfowl." [EXTOXNET Warfarin Pesticide Information Profile, 1995]
<b>Secondary Poisoning</b>	"One study exists on a 50/50 percent formulation of warfarin-sulfaquinoxaline technical. The warfarin-sulfaquinoxaline caused secondary poisoning in mammalian carnivores such as mink and dogs when ingesting prey killed after they were provided with treated bait (carrots containing 0.025% by weight of the test materials). The first death occurred after 8 days of continuous exposure to treated nutria." [EXTOXNET Warfarin Pesticide Information Profile, 1995]
<b>Aquatic Organism Hazard</b>	"The toxicity of warfarin to aquatic organisms is felt to be of low potential due to the fact that warfarin is insoluble in water. A long field experience shows no potential hazards to aquatic organisms." [EXTOXNET Warfarin Pesticide Information Profile, 1995]
<b>Bee Hazard</b>	"Warfarin used as a prepared bait (0.13%) is considered non-toxic to bees when used as prescribed." [EXTOXNET Warfarin Pesticide Information Profile, 1995]
<b>Persistence</b>	No data found.
<b>Soil Mobility</b>	No data found.
<b>Use in County by the Department</b>	Warfarin is not used by Contra Costa County operations. This profile has been prepared because warfarin might be used as a rodenticide bait for rats and mice in the event of a public health emergency.
<b>Method of Application</b>	If it were used, it would be inside of tamper-resistant bait stations anchored to the substrate.
<b>Special Cautions</b>	Keep away from humans, domestic animals and pets. Harmful if swallowed or absorbed through the skin because this material may reduce the clotting ability of blood and cause bleeding. Do not get in eyes, on skin or clothing. Wash arms, hands and face with soap and water after applying and before eating or smoking.
<b>Rate Used in Co.</b>	To be determined.
<b>Sources</b>	Label; MSDS; EPA registration and re-registration documents; carcinogen lists from EPA, International Agency for Research on Cancer, National Toxicology Program; Prop. 65; California Department of Pesticide Regulation; Oregon State University Pesticide Properties Database; National Pesticide Information Center (Oregon State); EXTOXNET (a coalition of a number of Cooperative Extension offices across the country); Thurston Co., WA Terrestrial Pesticide Reviews; European Union; University of Hertfordshire, U.K. Pesticide Properties Database

## Contra Costa County

### DECISION DOCUMENTATION TREE for WEED MANAGEMENT

Date: 8/14/13

Department: Grounds Division

Location: Camino Tassajara medians in Danville between Conejo and Shadow Creek (~1 mi.)

Situation: Weed management on Special District medians ranging in width from 2 to 10 ft.; planted with sycamores, 10 different kinds of shrubs, some of them hedges, including roses, *Cotoneaster*, and *Rhaphiolepis*, but no grass; some medians are mulched, some are not; watered by drip irrigation; traffic on the road averages 55 to 60 mph; staff cannot block lanes to work because it causes major traffic problems, but they use traffic cones to block turnouts.

Note that Special Districts vary widely in the funding available for their maintenance. In newer housing developments there is more money while in most of the older developments, the assessments are far below what it costs to maintain the landscaping. In San Pablo and Richmond funding can vary greatly from one side of the street to the other.

<b>What are the management goals for the site or weed?</b>	For medians in Danville, where citizens expect aesthetically pleasing landscaping, the goals are <ul style="list-style-type: none"> <li>• to maintain the medians “weed-free”—this means that weed growth 1” to 2” tall is OK.</li> <li>• to maintain the medians at an aesthetic that is just at or below the complaint level</li> <li>• to concentrate management efforts on the areas near stoplights and stop signs because people notice the condition of the medians when they slow down and/or stop</li> </ul>	
<b>How often is the site monitored?</b>	The site is monitored weekly.	
<b>Weeds have been identified as the following:</b>	Various grasses, including wild oats, and various broadleaf weed including, vetch, bristly oxtongue, prickly lettuce, spurge, filaree, willow herb, dandelion, clover,	
<b>Are populations high enough to require control?</b>	The Division manages weeds as necessary to meet the goals stated above.	
<b>Is this a sensitive site?</b>	<b>Is this a “highly sensitive site” as defined by PWD Environmental staff?</b>	No
	<b>Is this under the RMA with Fish and Game?</b>	N.A.
	<b>Is this part of any of the court-ordered injunction?</b>  From Conejo to approximately 96 yds to the east is included in the San Joaquin kit fox injunction area. See attached map. However, none of the pesticides used by grounds in this area is part of the injunction.	Yes
	<b>Is this a known or potential habitat for any endangered or threatened species?</b>  San Joaquin kit fox	Yes
	<b>Is it on or near an area where people walk or children play?</b>	No

	<b>Is it near a drinking water reservoir?</b>	No
	<b>Is it near a creek or flood control channel?</b> The eastern end of this area of medians is near the Shadow Creek Detention Basin.	Yes
	<b>Is it near crops?</b>	No
	<b>Is it near desirable trees or landscaping?</b>	Yes
	<b>Is the soil highly permeable, sandy, or gravelly?</b> Lots of clay in the soil there, but for most sites, the soil is an artificial soil mix.	No
	<b>Is the ground water near the surface?</b> Drilling logs from the vicinity indicate ground water could be from 10 to 22 ft. from the surface.	Unknown
<b>Which cultural controls were considered?</b>	<p><b>Mulching:</b> This is used in some areas. Grounds can mulch periodically when there is enough money in this particular Special District budget. An extensive mulching project would depend on whether or not the Special District Zone considered it a priority and wanted to pay for it.</p> <p>Mulching is very expensive, especially if the mulch must be purchased. The cost of the mulch plus labor can cost from \$5K to \$10K for ¼ mile at an average of 8 to 12 ft wide. Mulching is easiest where the median is flat, rather than mounded. In areas where the median is built up into a little hill, the mulch falls or blows off. If mulch were to be used on those areas, the median would have to be completely redesigned to remove the hill and enough soil below the curb to allow space for the mulch and keep it from moving into the roadway. Grounds can recommend changes such as this, but the Division does not have control over design or planting, only maintenance.</p> <p>Grounds must also consider the aesthetic of mulching. In an area where mulching is possible for a 10 foot stretch and then not for 50 more feet before another 10 foot stretch, the look would not be uniform, and people would complain.</p> <p><b>Weed barrier/sheet mulching:</b> This is very labor intensive and expensive. The plants are established so it would be very difficult to do and would be less effective.</p> <p><b>Restricting irrigation to reduce weed growth:</b> The medians are irrigated with spaghetti tubing with drip emitters or bubblers, which reduces weed growth (as opposed to overhead sprinklers).</p> <p><b>Planting Desirable Species:</b> Grounds is only in charge of maintenance and not design or planting. Special Districts is alerted when there are plant problems, but there may or may not be funds for changes and it may or may not be a priority. When Special Districts does a re-landscaping project they do consult the Grounds Manager about maintenance issues.</p> <p><b>Dense plantings to shade out weeds:</b> In some areas the plantings are dense, but Grounds has no control over planting.</p> <p><b>Hardscaped medians:</b> The medians on the eastern end of Camino Tassajara are paved and have evenly spaced openings for a tree and some herbaceous plants. These are ideal for ease of maintenance. The few weeds that come up in the pavers can be handpulled. This design also reduces water use and planting costs.</p> <p><b>CONCLUSIONS:</b> The kind of cultural control that can be used on these medians is driven by the funds available in the Special District budget and the priorities in the Zone. Mulching is preferred where it can be employed and where there is money available for the installation. Drip irrigation is being used to reduce weed growth. Dense plantings in some areas also suppress weed growth. Hardscaped medians greatly reduce the amount of maintenance and weed control needed. The use of other cultural controls is not practical or not possible at this time. Note that Grounds does not have control over planting or design for these medians.</p>	
<b>Which physical controls were considered?</b>	<p><b>Pruning for the health of the plant:</b> Every 3 or 4 years when enough money has been saved in this Special District budget, Grounds hires a contractor to prune the sycamores. Currently, it is better to contract this work out because necessary tree cutting vehicles are not yet back in the Grounds' budget. Staff prunes shrubs when there is time and when pruning is needed.</p> <p><b>Handpulling weeds:</b> This is done whenever there is a low enough density of weeds. Staff handpull, rather than weed whack plants that are going to seed to avoid scattering seed everywhere.</p> <p><b>Mowing by hand:</b> Weed whacking is used wherever and whenever possible.</p>	

	<p><b>Mowing by machine:</b> This is not appropriate or possible on these medians.</p> <p><b>Grazing:</b> Grazing is not appropriate on a median.</p> <p><b>CONCLUSIONS: Pruning is used for the health of the trees and bushes, and weed whacking is used as much as possible within the budget. Handpulling is used whenever the weed density is low and especially for weeds with seed heads.</b></p>
Which biological controls were considered?	<p><b>CONCLUSIONS: Biological controls are not applicable in this situation.</b></p>
Which chemical controls were considered?	<p>Pre-emergent (residual) herbicide? Yes Post emergent (contact) herbicide? Yes</p> <p>Possible herbicide choices:</p> <p><b><u>Pre-Emergent Herbicides</u></b></p> <p><b>Prodiamine (Barricade®):</b> This is a selective pre-emergent to control susceptible broadleaves and grasses. This herbicide has not been used for many years, but may be used again as part of a rotation to prevent weed resistance.</p> <p><b>Dithiopyr (Dithiopyr 40 WSB®):</b> This is a selective, systemic, pre-emergent and early post-emergent. Will control or suppress more than 40 different annual grass and small-seeded broadleaf weeds including, wild oats, annual bluegrass, oxalis, chickweed, geranium, maretail pigweed, purslane, and spurge. It will not harm nearby flowers, shrubs, or trees, but direct applications to ornamental plants should be avoided. Dithiopyr 40 WSB requires at least ½" of rain or irrigation to activate it.</p> <p>Rate: 10 oz./100 gal. of water Timing: Pre-emergence to early seedling; applied before 1<sup>st</sup> rains in fall to prevent germination of winter weeds and in spring around April to prevent germination of spring weeds Material cost: \$80/acre</p> <p><b>Isoxaben (Gallery®):</b> Gallery is a selective pre-emergent herbicide that prevents the growth of 95 species of broadleaf weeds for up to eight months. It must be activated by light cultivation or at least 1/2 inch of rainfall or sprinkler water within 3 wks. of application to set up a solid control area around weed seedlings. As the weed seeds germinate, Gallery disrupts and halts root and stem development of the weeds, so seedlings gradually die before they ever break the soil surface. Control includes prickly lettuce, bristly oxtongue, clover, filaree, willow herb, dandelion.</p> <p>Rate: 0.9 lb./acre. Timing: Pre-emergence to early seedling; applied before 1<sup>st</sup> rains in fall to prevent germination of winter weeds and in spring around April to prevent germination of spring weeds Material cost: \$350/acre</p> <p><b><u>Post-Emergent Herbicides</u></b></p> <p><b>Glyphosate (Roundup®):</b> This is a systemic herbicide that will kill almost any type of vegetation—grass, broadleaf, vines, brush, etc.</p> <p>Rate: 9 oz./ 3 gallon backpack sprayer (used to spot treat weeds) Timing: Seedling to mature plant, ideally before seed set; the smaller the weed, the less herbicide required Material cost: \$13.60/acre</p> <p><b>Fluazifop-P-butyl (Fusillade 2000®):</b> This is a systemic herbicide for the control of annual and perennial grasses. This herbicide is not used because there is not a large enough volume of grass weeds on these medians.</p> <p><b>Triclopyr:</b> Grounds uses triclopyr only for hard to control weeds (mostly woody plants such as ivy), stumps, and invasive weeds, so it would not be appropriate for the weeds on medians.</p> <p><b><u>Herbicides with both Pre- and Post-Emergent Action</u></b></p> <p><b>Flumioxazin (Sureguard®):</b> Flumioxazin is a preemergent and fast postemergent for the control of broadleaf and grassy weeds in landscape settings. It is taken up by roots and foliage of plants (it is primarily absorbed by</p>

	<p>the roots of treated plants following soil applications).</p> <p><u>Pre-emergence:</u> Flumioxazin is applied to clean, weed-free soil, mulch, or gravel surfaces. Moisture at some time following the application is necessary to properly activate the herbicide.</p> <p><u>Post-emergence:</u> Flumioxazin can be tank mixed with a postemergent herbicide, such as glyphosate when weeds are present. Tank mixtures of flumioxazin with glyphosate provide faster and more effective weed control than glyphosate alone. The flumioxazin provides long-lasting residual weed control with a single application. Flumioxazin should not be applied to the foliage of ornamental plants.</p> <p>Note: Grounds does not use flumioxazin alone as an herbicide</p> <p>Rate: 1/3 oz./3 gallon backpack sprayer</p> <p>Timing: Seedling to mature plant, ideally before seed set; the smaller the weed, the less herbicide required. It can provide residual control for 4 to 10 months.</p> <p>Cost: \$154/acre (@ 11oz/acre)</p> <p><b>CONCLUSIONS: Mulching is preferred wherever it can be used, but when an herbicide is needed, Grounds uses isoxaben and dithiopyr as pre-emergents to reduce the amount of post-emergent herbicide use and to reduce the amount of time that staff must work on these dangerous medians. These 2 herbicides are usually applied both in fall and spring because different weeds germinate at different times. Both pre-emergents are used because they each target somewhat different weed species.</b></p> <p><b>Grounds uses glyphosate alone and glyphosate mixed with flumioxazin to control weeds that escape the pre-emergent treatments. Post emergent treatments are mostly spot treatments done with a backpack sprayer.</b></p> <p><b>Glyphosate + flumioxazin is applied in areas where there is a dense enough stand of weeds to not waste the glyphosate and an extensive enough area that the 3 gallons of spray mix in the backpack can be used up. After flumioxazin is mixed with water, it must be applied within 12 hours. Currently only Lead Gardeners are allowed to use glyphosate mixed with flumioxazin. Grounds is seeing a large decrease in the weed populations on these medians now that they have been using flumioxiazin. This is presumably because of the synergistic effect that flumioxazin has on glyphosate and because of the pre-emergent quality of flumioxazin.</b></p>
<b>Which herbicide application methods are available for this chemical?</b>	<p>Methods available: Broadcast from a truck with a boom; spot-sprayed pulling hose from a truck; spot-sprayed with a backpack sprayer</p> <p><b>CONCLUSIONS: The pre-emergents are applied by pulling hose from a truck wherever a truck can get in to the areas needing treatment. In other areas a backpack sprayer is used.</b></p> <p><b>Glyphosate or glyphosate plus flumioxazin are spot-applied using a backpack sprayer.</b></p> <p><b>Broadcast application with a boom from a truck is not used because it wastes large amounts of herbicide.</b></p>
<b>What factors were considered in choosing the pesticide application method?</b>	<p>Staff safety is the first consideration. Other considerations are the effectiveness and precision of the method, the extent of the area needing treatment and its location, the time of year, the size and kind of weeds, the possibility of pesticide runoff, risks to non-target species, endangered species issues, and the cost to the Division.</p>
<b>What weather concerns must be checked prior to application?</b>	<p>For any herbicide, a primary concern is wind since it can carry herbicides off-site, onto non-target plants or to sensitive areas.</p> <p>For glyphosate, heavy rain soon after application may wash the herbicide off the plant necessitating an additional application. Glyphosate should not be applied during a temperature inversion because drift potential is high.</p> <p>For isoxaben, rain must occur within 21 day in order to activate the herbicide. The soil should be slightly moist and not bone dry in order to ensure that the herbicide clings to the soil.</p> <p>Flumioxazin requires moisture to activate the herbicide, but it is not time-sensitive.</p> <p>Dithiopyr 40 WSB requires activation by at least ½" of rain or irrigation.</p>

## DRAFT Pesticide Profile for: Gallery®

<b>Active Ingredient</b>	Isoxaben (75% in formulated product, Gallery)
<b>Injunction Restrictions</b>	None
<b>Signal Word</b>	Caution
<b>Federally, State, or Locally Restricted Use Material</b>	No
<b>Cancer</b>	Possible carcinogen for isoxaben.  Known or probable carcinogen for the crystalline silica in the formulation. Crystalline silica has been shown to cause lung cancer with chronic occupational exposure.
<b>Prop 65</b>	Not listed
<b>Known groundwater contaminant</b>	No
<b>Mammalian Hazard</b>	Acute oral LD <sub>50</sub> >10,000 mg/kg in rats and mice (practically non-toxic)
<b>Bird Hazard</b>	Acute oral LD <sub>50</sub> >2,000 mg/kg (practically non-toxic)
<b>Aquatic Organism Hazard</b>	Fish: LC <sub>50</sub> >1.1 mg/L (moderately toxic) Crustacean: LC <sub>50</sub> >1 mg/L (moderately toxic) Mollusk: LC <sub>50</sub> >0.96 mg/L (highly toxic) Moderately toxic to aquatic organisms.
<b>Bee Hazard</b>	LD <sub>50</sub> >101.7 ug/bee (practically non-toxic)
<b>Persistence</b>	The photolysis half-life in water is 6 days.  The photolysis half-life in soil is 100 to 248 days.
<b>Soil Mobility</b>	Koc = 1400 (moderately adsorbed onto soils)
<b>Use in County by Grounds Division</b>	To prevent weed germination on high profile medians along Camino Tassajara where traffic is 55 to 60 mph. Use of isoxaben twice a year reduces the amount of post-emergent herbicides that must be used.  To maintain bare ground on the Marsh Creek Firing Range in order to prevent fires.
<b>Method of Application</b>	Pulling a hose attached to a truck is the main method. Occasionally a backpack sprayer is used
<b>Cautions</b>	Normal applicator precautions include wearing gloves, long sleeved shirt, long pants, shoes and socks, and avoiding ingestion, breathing dust or spray mist, and contact with skin, eyes, or clothing.  Isoxaben must be applied within 21 days of at least ½ inch of rain or irrigation in order to activate the herbicide.
<b>Rate Used in Co.</b>	0.9 lb/acre (approx. 0.675 lb a.i./acre)
<b>Sources</b>	Label, MSDS, EPA registration and re-registration documents, carcinogen lists from EPA, International Agency for Research on Cancer, National Toxicology Program, Prop. 65, California Department of Pesticide Regulation, Oregon State University Pesticide Properties Database, National Pesticide Information Center (Oregon State), Thurston Co., WA Terrestrial Pesticide Reviews, European Union, University of Hertfordshire, U.K. Pesticide Properties Database

## DRAFT Pesticide Profile for: Dithiopyr 40 WSB®

<b>Active Ingredient</b>	Dithiopyr (40% in formulated product, Dithiopyr 40 WSB)
<b>Injunction Restrictions</b>	None
<b>Signal Word</b>	Caution
<b>Federally, State, or Locally Restricted Use Material</b>	No
<b>Cancer</b>	Evidence of non-carcinogenicity for humans.
<b>Prop 65</b>	Not listed
<b>Known groundwater contaminant</b>	No
<b>Mammalian Hazard</b>	Acute oral LD <sub>50</sub> >5,000 mg/kg in rats and mice (practically non-toxic)
<b>Bird Hazard</b>	Acute oral LD <sub>50</sub> >2,250 mg/kg (practically non-toxic)
<b>Aquatic Organism Hazard</b>	Fish: LC <sub>50</sub> 0.46 mg/L (highly toxic) Crustacean: LC <sub>50</sub> 5.2 mg/L (moderately toxic) Mollusk: not found Warning on label: Highly toxic to aquatic organisms.
<b>Bee Hazard</b>	LD <sub>50</sub> 81 ug/bee (practically non-toxic)
<b>Persistence</b>	Biotic or aerobic half life is 39 days. Abiotic half life is 69 days.  Liquid products of dithiopyr are likely to have some of it volatilize after application, and the remainder of the chemical will be degraded by sunlight and soil microbes. Dithiopyr is expected to degrade to half of the applied concentration in less than 60 days.
<b>Soil Mobility</b>	Koc = 1175 - 2482 (moderately adsorbed onto soils with organic matter and poorly onto soils without organic matter)
<b>Use in County by Grounds Division</b>	To prevent weed germination on high profile medians along Camino Tassajara where traffic is 55 to 60 mph. Use of dithiopyr twice a year reduces the amount of post-emergent herbicides that must be used.  To maintain bare ground on the Marsh Creek Firing Range in order to prevent fires.
<b>Method of Application</b>	Pulling a hose attached to a truck is the main method. Occasionally a backpack sprayer is used
<b>Cautions</b>	Normal applicator precautions include wearing a long-sleeved shirt and long pants, chemical-resistant gloves made of any water proof material, and shoes plus socks.  Requires ½ inch of irrigation or precipitation to activate the herbicide.
<b>Rate Used in Co.</b>	10 oz./100 gal water (approx. 0.5 lb. a.i./acre)
<b>Sources</b>	Label, MSDS, EPA registration and re-registration documents, carcinogen lists from EPA, International Agency for Research on Cancer, National Toxicology Program, Prop. 65, California Department of Pesticide Regulation, Oregon State University Pesticide Properties Database, National Pesticide Information Center (Oregon State), Thurston Co., WA Terrestrial Pesticide Reviews, European Union, University of Hertfordshire, U.K. Pesticide Properties Database



## DRAFT Pesticide Profile for: SureGuard®

<b>Active Ingredient</b>	Flumioxazin (51% in formulated product, SureGuard)
<b>Injunction Restrictions</b>	None
<b>Signal Word</b>	Caution
<b>Federally, State, or Locally Restricted Use Material</b>	No
<b>Cancer</b>	Not likely to be carcinogenic to humans
<b>Prop 65</b>	Not listed
<b>Known groundwater contaminant</b>	No
<b>Mammalian Hazard</b>	Acute oral LD <sub>50</sub> >5,000 mg/kg in rats and mice (practically non-toxic)
<b>Bird Hazard</b>	Acute oral LD <sub>50</sub> >2,250 to 5,620 mg/kg (practically non-toxic)
<b>Aquatic Organism Hazard</b>	Fish: LC <sub>50</sub> 2.3 to 21 mg/L (moderately to slightly toxic) Crustacean: LC <sub>50</sub> 0.23 mg/L (highly toxic) Warning on label: Toxic to aquatic invertebrates.
<b>Bee Hazard</b>	LD <sub>50</sub> 105 ug/bee (practically non-toxic)
<b>Persistence</b>	Aerobic half life is 12 to 27 days. Abiotic half life is 69 days.
<b>Soil Mobility</b>	Koc = 1412 (potential to leach into groundwater is low)
<b>Use in County by Grounds Division</b>	For spot treatment on high profile medians along Camino Tassajara where traffic is 55 to 60 mph.
<b>Method of Application</b>	Spot treatment with a backpack sprayer.
<b>Cautions</b>	Normal applicator precautions include wearing a long-sleeved shirt and long pants, chemical-resistant gloves made of any water proof material, and shoes plus socks. SureGuard must be applied within 12 hours of mixing.
<b>Rate Used in Co.</b>	11 oz./acre (approx. 5.6 oz. a.i./acre)
<b>Sources</b>	Label, MSDS, EPA registration and re-registration documents, carcinogen lists from EPA, International Agency for Research on Cancer, National Toxicology Program, Prop. 65, California Department of Pesticide Regulation, Oregon State University Pesticide Properties Database, National Pesticide Information Center (Oregon State), Thurston Co., WA Terrestrial Pesticide Reviews, European Union, University of Hertfordshire, U.K. Pesticide Properties Database

## DRAFT Pesticide Profile for: Roundup Pro Concentrate®

<b>Active Ingredient</b>	Glyphosate (50.2% in formulated product, Roundup Pro Concentrate
<b>Injunction Restrictions</b>	60 ft. buffer around California red-legged frog habitat
<b>Signal Word</b>	Caution
<b>Federally, State, or Locally Restricted Use Material</b>	No
<b>Cancer</b>	Evidence of non-carcinogenicity in humans
<b>Prop 65</b>	Not listed
<b>Known groundwater contaminant</b>	No
<b>Mammalian Hazard</b>	Acute oral LD <sub>50</sub> >5,000 mg/kg in rats and mice (practically non-toxic)
<b>Bird Hazard</b>	Acute oral LD <sub>50</sub> >1,000 mg/kg (slightly toxic)
<b>Aquatic Organism Hazard</b>	Fish: LC <sub>50</sub> 86mg/L (slightly toxic) Crustacean: LC <sub>50</sub> 281 mg/L (practically non-toxic) Mollusk: LC <sub>50</sub> >10 mg/L (slightly toxic)
<b>Bee Hazard</b>	LD <sub>50</sub> >100 ug/bee (practically non-toxic)
<b>Persistence</b>	A typical field half life is 47 days. The median half life in water varies from a few days to 91 days. Glyphosate is expected to degrade to half of the applied concentration within 60 days.
<b>Soil Mobility</b>	Koc = 21,699 (potential to leach into groundwater is low)
<b>Use in County by Grounds Division</b>	For spot treatment on high profile medians along Camino Tassajara where traffic is 55 to 60 mph. For spot treatment of weeds in numerous locations in the county.
<b>Method of Application</b>	Spot treatment with a backpack sprayer.
<b>Cautions</b>	Normal applicator precautions include wearing a long-sleeved shirt and long pants, chemical-resistant gloves made of any water proof material, and shoes plus socks.
<b>Rate Used in Co.</b>	63 oz./acre (approx. 2 lbs. a.i./acre)
<b>Sources</b>	Label, MSDS, EPA registration and re-registration documents, carcinogen lists from EPA, International Agency for Research on Cancer, National Toxicology Program, Prop. 65, California Department of Pesticide Regulation, Oregon State University Pesticide Properties Database, National Pesticide Information Center (Oregon State), Thurston Co., WA Terrestrial Pesticide Reviews, European Union, University of Hertfordshire, U.K. Pesticide Properties Database

## Contra Costa County

### DECISION DOCUMENTATION TREE for WEED MANAGEMENT

Date: October 20, 2013

Department: Public Works Roadside and Flood Control Channel Vegetation Management Div.

Location: Flood Control Channels

Situation: Vegetation management along flood control channels and creek banks

Note that management decisions are site specific for flood control channels. Not every management technique will work equally well at all sites and the costs of each technique will vary depending on the site.

What are the management goals for the site?	<p>To maintain vegetation along flood control channels and creek banks so that</p> <ul style="list-style-type: none"> <li>• erosion of the banks does not occur</li> <li>• vegetation does not impede the flow of water in a flood</li> <li>• vegetation does not collect silt and debris that could obstruct the passage of water</li> <li>• vegetation does not hide problems on banks such as ground squirrel burrows, erosion, beaver activity, etc.</li> <li>• homeless encampments cannot flourish unnoticed</li> <li>• waterways do not become a conduit for the spread of noxious weeds throughout the county</li> <li>• waterways provide habitat for wildlife</li> <li>• maintenance is performed in accordance with the Routine Maintenance Agreement (RMA) with the state Department of Fish and Wildlife</li> </ul> <p>Vegetation is also managed along flood control access roads to maintain the integrity of the roads and the ease of access for equipment.</p>	
How often is the site monitored?	All sites in the county are monitored every few days. The Vegetation Manager spends part of every day inspecting waterways on a rotating basis. The road crews, the flood control supervisors, and the vegetation management crew are all trained to recognize vegetation issues on flood control channels and creeks and to report them to the Vegetation Manager.	
Weeds have been identified as the following:	Various grasses, including Harding grass, Johnson grass, reed canarygrass, wildoats, quack grass; various broadleaf weeds including mustard, cocklebur, poison hemlock, wild carrot, stinging nettle, blackberries; and noxious weeds such as perennial pepperweed, purple loosestrife, red sesbania	
Are populations high enough to require control?	The Vegetation Management crew manages vegetation as necessary to meet the goals above.	
Is this a sensitive site?	<b>Is this a “highly sensitive site” as defined by PWD Environmental staff?</b> Some sites fit in this category.	Yes
	<b>Is this under the RMA with Fish and Game?</b> All creeks are covered under the RMA.	Yes
	<b>Is this part of any of the court-ordered injunction?</b> Some areas are included in one or more injunctions.	Yes
	<b>Is this a known or potential habitat for any endangered or threatened species?</b> Yes, some sites contain habitat for various sensitive species including salmonids,	Yes

	red legged frog, various nesting birds, dusky footed woodrat, salt marsh harvest mouse.	
	<p><b>Is it on or near an area where people walk or children play?</b></p> <p>The walking trails on Walnut Creek, Marsh Creek, and Wildcat Creek are above the creek slopes, and the Division does not use pesticides on or near the trails. The public is not allowed on the slopes or in the water.</p>	No
	<p><b>Is it near a drinking water reservoir?</b></p> <p>No flood control channels that the Division maintains are near reservoirs.</p>	No
	<p><b>Is it near crops?</b></p> <p>There are areas of Marsh Creek, Sand Creek, and Dry Creek that are near crops.</p>	Yes
	<p><b>Is it near desirable trees or landscaping?</b></p> <p>There are some flood control access roads that are near residences.</p>	Yes
	<p><b>Is the soil highly permeable, sandy, or gravelly?</b></p> <p>Yes, in some areas.</p>	Yes
	<p><b>Is the ground water near the surface?</b></p>	Unknown, but near the creeks, groundwater may be at creek level
Which cultural controls were considered?	<p><b>Mulching:</b> Woodchips are used on flood control access roads where appropriate to prevent and suppress weeds. Creek banks cannot be mulched</p> <p><b>Weed Barrier/Sheet Mulching:</b> This cannot be used on the creek banks, and for the access roads, it would be an added and unnecessary expense since a deep cover of woodchips serves the same purpose.</p> <p><b>Planting Desirable Species:</b> The Vegetation Manager is experimenting with planting Bermuda grass on some areas of the slopes of Walnut Creek to see if it can choke out other weeds. Although the areas were seeded with the grass 2 years ago, it is very slow growing and the results of the experiment will not be apparent for some time yet. One of the drawbacks of using Bermuda grass is that it will grow over riprap and hide the rocks. Staff that are working in those areas may not see the rocks and thus risk injuries, such as twisted ankles.</p> <p>The County Flood Control District will be partnering with Restoration Trust, an Oakland-based non-profit organization, in a native planting experiment along Clayton Valley Drain (near Hwy 4 adjacent to Walnut Creek). The study will involve three 20' x 20' test plots and one control plot that will compare the survival of three different California natives: Santa Barbara sedge, (<i>Carex barbara</i>), field sedge (<i>Carex praegracilis</i>), and creeping wild rye (<i>Leymus triticoides</i>) planted by seed and by plugs. Planting will begin in December 2013.</p> <p>These species spread from underground rhizomes and will anchor the soil to provide erosion control. They are all perennial species that stay green year around and are resistant to fire. The plants are compatible with flood control objectives since they do not have woody stems, and during flood events, they lie down on the slope, thereby reducing flow impedance. They are not sensitive to broadleaf-specific herbicides, and unlike non-native annuals, they provide carbon sequestration and remove as much as ½ ton of carbon per acre per year. Native grasses and sedges can potentially out-compete non-native broadleaf weeds and annual grasses, but they may require maintenance assistance from herbicides.</p> <p>Restoration Trust will monitor these plots for 5 years after the plantings to assess native plant survival, their degree of competition with the non-native annual species, and the relative success of seeding versus planting plugs.</p> <p><b>CONCLUSIONS:</b> Mulching can be and is used along flood control access roads where the mulch will not drift into the creek. The Public Works Department is experimenting with planting desirable species to out-compete weedy species. This is an IPM technique the Public Works Department is interested in exploring further.</p>	
Which physical controls were considered?	<p><b>Pruning:</b> Trees are pruned for equipment clearance and for line of sight along access roads. Feral trees that sprout on the slopes or in creek channels are cut down.</p> <p><b>Mowing by machine:</b> Many creek slopes are mowed by tractor for fire prevention, as required by the Fire District. The channels are mowed along the top of the slope and about 6 ft. down the side of the slope. Mowing works best on open spaces without a lot of trees.</p>	

	<p><b>Mowing by hand:</b> Where it is not possible to get a tractor in, the Department uses a crew with weed whackers.</p> <p><b>Grazing:</b> Grazing is used where the presence of endangered species, such as the red legged frog, make it impossible to mow, for example, on Pine Creek Dam. Grazing is also used in areas such as Pine Creek and Ygnacio Valley Drain where the creek sides are steep and dangerous for human workers. Goats are more expensive than hand mowing, but less expensive than an injured employee. The Department's grazing study is being conducted on Walnut Creek.</p> <p><b>Burning:</b> This technique was used in the past but is no longer because the Air Quality Control Board allows burning only in very limited circumstances.</p> <p><b>CONCLUSIONS: Each of these techniques, except burning, is used by the Department where they are appropriate.</b></p>
Which biological controls were considered?	<p><b>Biological controls are not applicable in this situation unless a particular invasive weed is the target, and it has a biological control available.</b></p>
Which chemical controls were considered?	<p>Possible herbicide choices</p> <p><b>Pre-emergent Herbicides</b></p> <p><b>Indaziflam (Esplanade®):</b> This pre-emergent herbicide controls a broad spectrum of weeds if applied before germination. It does not generally control weeds after they have emerged. For maximum weed control, the herbicide needs to reach the soil surface and be activated by rainfall or adequate soil moisture. It is applied in the fall to control winter germinating weeds and in the spring to control spring germinating weeds.</p> <p>Rate: 5 oz./acre</p> <p>Timing: Before weeds sprout in either fall or spring near the time rain is expected.</p> <p>Material cost: \$40/acre</p> <p>Herbicide Resistance Management Group: 29</p> <p><b>Sulfometuron methyl (Oust XP®):</b> This pre-emergent and early post-emergent herbicide controls many annual and perennial grasses and broadleaf weeds. The Department uses it to control grasses on flood control access roads.</p> <p>Rate: 3.6 to 4.8 oz/acre</p> <p>Timing: Before or just after weeds germinate in the fall or spring.</p> <p>Material cost: \$41.80 to \$55.73/acre</p> <p>Herbicide Resistance Management Group: 2</p> <p><b>Prodiamine (ProClipse® 65 WDG):</b> The pre-emergent herbicide controls grass and broadleaf weeds by preventing the growth and development of newly germinated weed seeds. Weed control is most effective when the product is activated by at least ½" of rainfall or irrigation, or shallow (1" to 2") incorporation before weed seeds germinate and within 14 days following application.</p> <p>Rate: 1 to 2 lbs/acre</p> <p>Timing: Before fall weeds or spring weeds germinate, and close to the time rain is expected.</p> <p>Material cost: ~\$33 to \$66/acre</p> <p>Herbicide Resistance Management Group: 3</p> <p><b>Post emergent (contact) herbicides</b></p> <p><b>Glyphosate (Roundup® Pro Concentrate &amp; Aquamaster®):</b> Glyphosate is a systemic herbicide (is absorbed into the plant and circulates to kill the entire plant) that will kill almost any type of vegetation—grass, broadleaf, vines, brush, etc. Roundup is used on creek slopes for many different weeds. Aquamaster is used at a much reduced rate for chemical "mowing" on creek slopes to stunt vegetation but not kill it. Aquamaster is registered for use in water so the Department uses that form of glyphosate if applications are going to be very near water.</p> <p>Rate for use on access roads using a boom mounted on a truck: 2 pts in 20 gal of water/acre</p> <p>Rate for use pulling hose with a handgun attached: 6 pts in 100 gal of water/acre</p> <p>Rate for chemical mowing: 1/5 pt in 10 gal of water/acre</p> <p>Timing: Varies depending on the location, the weather, the weed growth, the work load</p>

Material cost::

- \$9.00/acre for Roundup application from a boom mounted on a truck
- \$27.00/acre for Roundup application from a hose with a handgun
- \$1.20/acre for Aquamaster used for chemical mowing

Herbicide Resistance Management Group: 9

**\*\*Enjoined for red legged frog\*\***

**Triclopyr TEA (Garlon® 3A and Renovate®):** Triclopyr controls woody plants and broadleaf weeds, but not grasses. Renovate is registered for use within or adjacent to aquatic sites.

Rate for use of Garlon 3A or Renovate on access roads using a boom mounted on a truck: 2 pts in 20 gal of water/acre

Rate for use of Garlon 3A or Renovate pulling hose with a handgun attached: 4 pts in 100 gal of water/acre

Rate for cut stump treatment: Undiluted material

Timing: Varies depending on the location, the weather, the weed growth, the work load

Material cost:

- \$20.26/acre for Garlon 3A application from a boom mounted on a truck
- \$40.52/acre for Garlon 3A application from a hose with a handgun
- \$28.62/acre for Renovate application from a boom mounted on a truck
- \$57.24/acre for Renovate application from a hose with a handgun

Herbicide Resistance Management Group: 4

**\*\*Enjoined for red legged frog\*\***

#### **Herbicides with both Pre- and Post-Emergent Activity**

**Chlorsulfuron (Telar® XP):** Telar XP is both a pre-emergent and post-emergent herbicide for the control of many invasive and noxious broadleaf weeds. Warm, moist conditions following application enhance the effectiveness of Telar XP since moisture carries the herbicide into weed roots and prevents them from developing. Weeds hardened off by drought stress are less susceptible to this herbicide. This herbicide is used by the Department mainly for control of perennial pepperweed.

Rate: 1.6 oz./acre

Timing: Before fall weeds or spring weeds germinate and close to the time rain is expected.

Material cost: \$34.40/acre

Herbicide Resistance Management Group: 2

**Imazapyr (Habitat®):** Habitat is registered for the control of undesirable vegetation in and around standing or flowing water, and can be used for wetland, riparian, and terrestrial vegetation growing in or around surface water when treatment might inadvertently result in application to surface water. Habitat has both pre- and post-emergent activity and is a systemic herbicide (is absorbed into the plant and circulates to kill the entire plant) that controls grass and broadleaf weeds, brush, vines, etc. It will not control vegetation submerged in water.

Rate: 8 oz./3 gal of water in a backpack for spot treatments and for cut stumps

Timing: Timing: Varies depending on the location, the weather, the weed growth, the work load

Material cost: \$34.40/acre

Herbicide Resistance Management Group: 2

**\*\*Enjoined for red legged frog\*\***

**CONCLUSIONS:** Esplanade, Oust XP, and ProClipse 65 WDG are pre-emergent herbicides that are used only on flood control access roads to prevent weed emergence. They each belong to a different resistance management group and are used in rotation to prevent creating herbicide-resistant weeds. The Department uses pre-emergent herbicides to reduce the amount of post-emergent herbicides that are needed. In some areas, it is very difficult to mow either by hand or by machine, and grazing would be too costly. Those areas are treated with herbicide.

	<p><b>Glyphosate, which is not a selective herbicide, is used at a regular rate in areas where it is not necessary to maintain a cover of grasses. Glyphosate, at a much reduced rate, is used to chemically "mow", or stunt, vegetation on creek banks.</b></p> <p><b>Garlon 3A and Renovate are specific for broadleaf weeds and are used where the Department wants to keep a grassy cover on the creek slopes. Either might be used as a cut stump treatment.</b></p> <p><b>Telar is used primarily for control of perennial pepperweed.</b></p> <p><b>Habitat is used only as a spot treatment for <i>Arundo</i>, pampas grass, ivy growing on fences and in creeks, and as a cut stump treatment for feral trees (the tree is cut down and the herbicide is immediately applied to the cut stump).</b></p>
Which herbicide application methods are available for this chemical?	<p>Methods available:</p> <p>There are 4 methods available: application from a boom attached to a truck, application from a handgun attached to a hose connected to a truck-mounted tank, spot treatment with a backpack, and spot treatment with a squirt bottle.</p> <p>The truck with a boom is used wherever it is possible to get the truck in since it is so much faster. A handgun is used where the truck can't get in, the backpack sprayer is used for small spot treatments, and the squirt bottle is used for cut stump treatments.</p> <p><b>CONCLUSIONS: The terrain, the proximity to the water, the kind of weed, and the goal of the treatment dictate the application method.</b></p>
What weather concerns must be checked prior to application?	<p>Each day, the Vegetation Manager checks the weather when he arrives at work at 6:00 AM. Rain can prevent application of some herbicides because of the danger of runoff. For most pre-emergent herbicides, rain is needed after application in order for the herbicide to be effective. He must also consider wind speed to avoid herbicide drift. Excessive heat or cold makes plants shut down, and herbicide applications at that time would be ineffective.</p>
Costs of various management techniques	<p>See the chart below.</p>

<b>Fiscal Year 2012-2013</b>					
<b>Vegetation Management Method</b>	<b>Acres Treated</b>	<b>% of Total Acres Treated</b>	<b>Total Cost for all acres treated</b>	<b>Cost/Acre</b>	<b>% of Total Cost for all acres treated</b>
Weed Spray - Roads	1819	69.0%	\$257,599	\$142	38.7%
Right of Way Mowing	255	9.7%	\$189,891	\$745	28.6%
Weed Spray - Flood Control Access Roads	228	8.7%	\$28,257	\$124	4.2%
Weed Spray - Creeks	172	6.5%	\$28,324	\$165	4.3%
Grazing	96	3.6%	\$106,335	\$1,108	16.0%
Weed Spray - Aquatic Applications	59	2.2%	\$42,831	\$726	6.4%
Mulching	5.7	0.2%	\$11,637	\$2,042	1.8%
Totals	2634.7		\$664,874		





**ATTACHMENT B.**

**IPM Priority Assessment Tool**



<b>Date:</b> <b>IPM Best Management Practices</b> <b>Department:</b>		<b>Percentage Implementation</b>	<b>Dept. 2012 Priority</b> L = low M = med H = high	<b>IPM Comm. 2012 Priority</b> L = low M = med H = high	<b>Can this be improved with existing resources?</b>
<b>Pest Mgmt. Data/Info</b>	Inventory pesticide stock annually				
	Record location of chemical use				
	Record size of area treated with chemicals				
	Track chemical use by cost (labor + materials)				
	Record location of non-chemical mgmt				
	Record size of area treated non-chemically				
	Track non-chemical mgmt by cost (labor & equipment)				
	Note target species				
	Make information available to public upon request				
	Make information available to public on the Web				
<b>IPM Plan</b>	Have written IPM Plan that is periodically reviewed and updated.				
	Develop and maintain pest and/or site specific IPM Plans				
	Record explicit mgmt goals for each pest/site/kind of site				
	Develop metrics to evaluate the extent to which goals are met				
	Record the extent to which goals are met				
	List explicit tolerance levels for pest/site/kind of sites (can be set at 0)				
	Describe pest management decision-making process				
<b>Monitoring</b>	Monitor areas under management regularly for pest/damage detection, identification, and population estimates				
	Monitor areas under management regularly for evaluation of mgmt efforts				
	Document monitoring activities				
<b>IPM Decision-making Process</b>	Document preventive measures considered and reason(s) for use or rejection				
	Document non-chemical strategies considered and reason(s) for use or rejection				
	Document chemical strategies considered and reason(s) for use or rejection				
	Document potential impacts of the pest on human health and/or the environment				
	Document potential impacts of management actions on human health and/or the environment, including "no impact"				
	Note costs and ability of staff to implement				

	Schedule mgmt activities for optimal effect				
<b>IPM Research</b>	Research new, alternative options for pest mgmt				
	Budget or seek other funds for design and implementation of field trials for evaluating new, alternative treatment strategies				
	Conduct field trials of new strategies				
	Document potential program improvements that could be implemented if there were resources, and document resource needs (tools, equip, training, staff, budget, etc)				
<b>Training</b>	Conduct annual IPM safety training				
	Conduct training in BMPs for pests and sites				
	Provide all staff involved in pest management with at least yearly professional development training				
	Provide training/educational presentations for other entities				
<b>Program Administration</b>	Adopt and implement County IPM Posting Policy				
	Report annually on IPM program				
	Track pest management budget				
<b>Environmental Compliance</b>	Conduct environmental assessment & monitoring to comply with Public Wrks RMA				
	Conduct environmental training for staff (relating to pest mgmt activities)				
	Comply with Municipal Regional Permit for Stormwater Discharge				
	Follow court-mandated pesticide injunctions				
<b>Regulatory Compliance</b>	Report pesticide use monthly to Ag Dept.				
	Comply with state and federal permit requirements				
	Comply with fire regulations for vegetation				
	Comply with flood control certification requirements				
	Comply with water conservation laws				
	Comply with Health Department regulations				
	Comply with pesticide safety regulations				
	Comply with OSHA worker safety regulations				
<b>Safety</b>	Provide employees with written policies on worker safety in regard to pest management activities, pesticide emergencies, and pesticide clean-up				
	Conduct regular worker safety trainings				
	Track incidents related to safety in pest management (both for chemicals and alternatives)				

**ATTACHMENT C.**

**Department of Agriculture Noxious Weed Program Summary**

**(See PDF)**



## **ATTACHMENT D.**

### **Contra Costa County Operations Pesticide Use Data Spreadsheet**

(See PDF for spreadsheet)

#### **History of Pesticide Use Reporting**

Since the 1950s, the State of California has required at least some kind of pesticide use reporting, but in 1990, the comprehensive reporting program we have now went into effect.

California was the first state in the nation to require full reporting of all agricultural and governmental agency pesticide use. The current reporting system exempts home use pesticides and sanitizers, such as bleach, from reporting requirements. (Sanitizers are considered pesticides.)

#### **What does “pesticide” mean?**

The California Department of Pesticide Regulation (DPR) defines pesticide as “any substance or mixture of substances intended for preventing, destroying, repelling or mitigating insects, rodents, nematodes, fungi, weeds, or other pests. In California plant growth regulators, defoliants, and desiccants, as well as adjuvants, are also regulated as pesticides.”

“Adjuvants” increase pesticide efficacy and include emulsifiers, spreaders, foam suppressants, wetting agents, and other efficacy enhancers. In FY 12-13, Contra Costa County operations used a total of 7,494 lbs. of pesticide active ingredient, which included 2,719 lbs. of spray adjuvant and growth regulator active ingredients that were used to prevent foaming, to reduce pesticide drift, and slow plant growth or were used as a surfactant.

#### **How Pesticide Use is Reported to the State**

Pesticide use data is reported monthly to the County Agriculture Commissioner. The data is checked and sent on to DPR, which maintains a database of pesticide use for the entire state. Although pesticide use is reported to DPR as pounds, ounces, or gallons of pesticide product, DPR reports pesticide use in its database as pounds of active ingredient.

DPR defines active ingredient as “[a]n agent in a product primarily responsible for the intended pesticidal effects and which is shown as an active ingredient on a pesticide label.” (Since adjuvants are regulated as pesticides in California, the active ingredients of adjuvants are also included in DPR’s database.)

#### **How Pesticide Use is Reported by Contra Costa County Operations**

The attached spreadsheet records pesticide use data only for County operations and not for any other agency, entity, company, or individual in the County.

Since DPR reports California pesticide use in pounds of active ingredient, Contra Costa County does the same. The County uses the same formula for converting gallons of pesticide product into pounds of active ingredient that the state uses:

**Pounds of Active Ingredient =**

**gallons of product used X 8.33 lbs/gallon of water X the specific gravity of the product X the % of active ingredient in the product**

## Contra Costa County Agriculture Department Noxious Weed Program - Treatment Summary 2013

	Net Acres Treated	Gross Acres Surveyed	Total Sites Surveyed	# of Sites Eradicated	Control Method Used			Feasibility of Mechanical Control	Description of Control Process	Program Hours
					Mechanical or Hand	Mow or Graze	Chemical			
Artichoke Thistle	179.13	181,446	496	113	No	No	Yes	Possible, but not practical to dig out. Must go down about 18".	Spot sprayed hundreds of sites throughout County (intense control on about 85% to 90% of the land area in the County where this weed is present). Goal: Eradication	3,403
Purple Starthistle	91.21	29,902	210	71	No	No	Yes	Possible but not practical to dig out. Too many small rosettes that emerge sporadically in the spring/summer.	Spot sprayed over 400 sites throughout County (intense control on more than 90% of the land area where this noxious weed is present in the County) Goal: Eradicate from Alhambra Creek watershed, and stop spread.	542
Oblong Spurge	2.41	512	14	2	No	No	Yes	Extensive root systems. Very limited success with mechanical control attempts.	Spot sprayed 12 sites--mostly in one watershed (estimated 20 other untreated sites in the County)	46
Heart-, Lens- & Globe-Podded Hoary Cress	5.46	157	8	3	No	No	Yes	Extensive root systems. Mechanical removal increases the problem.	Total of 8 known sites in the County (2 new sites discovered this year). Goal: Eradication	30
Barb Goatgrass	5.92	654	3	1	No	No	Yes	Mechanical may work on this species in extremely small areas. Very time consuming.	1 Site hand pulled, 2 sprayed (2 other large, 20+ acre untreated sites in the County)	24
Perennial Pepperweed	31.21	2709	44	2	No	No	Yes	Very extensive root systems. Mechanical removal increases the problem.	CalTrans rts-of-way plus satellite leading-edge sites are treated; 18 sites were new this year. (Estimate 2,000 net acres untreated in the County and spreading.) Goal is to stop the spread.	219
Kangaroo Thorn	0.05	6	1	0	Yes	No	No	We have chosen to use hand removal. It is effective and we only have one small infestation site.	Mechanical removal. There is only 1 known site in County; 8th year of seedling removal at this site. Goal: Eradication	8
Pampas Grass	0.16	70	5	1	No	No	Yes	Mechanical can be effective but need a backhoe or other heavy equipment. Steep grades and traffic where we treat make this method impractical.	Only CalTrans rts-of-way are treated (pampas grass is fairly common in west county, virtually none outside of urban areas in central and east areas) Goal: keep it out of open rangeland and parkland.	25
White Horsenettle	0.70	135	17	2	No	No	Yes	Very extensive root systems. Mechanical removal increases the problem.	Spot sprayed all 17 known sites in the county. 1 new site discovered this year. Goal: Eradication	14



	Net Acres Treated	Gross Acres Surveyed	Total Sites Surveyed	# of Sites Eradicated	Control Method Used			Feasibility of Mechanical Control	Description of Control Process	Program Hours
					Mechanical or Hand	Mow or Graze	Chemical			
Russian Knapweed	4.56	755	7	3	No	No	Yes	Very extensive root systems. Mechanical removal increases the problem.	One new site this year. All sites treated; 3 other sites have been eradicated; no other known sites in the county. Goal: Eradication	12
Purple Loosestrife	0.08	550	1	0	No	No	Yes	Extensive root mats make this method impractical. Mechanical removal increases the problem.	32 plants treated. Surveyed Walnut Creek & Pacheco Slough for the 11th year, none found upstream this year. Goal: Eradication	31
Japanese Knotweed	0.03	5.7	2	0	No	No	Yes	Very extensive root systems. Mechanical removal greatly increases the problem.	First detected in 2012. Spot sprayed the only two sites in the county. Goal: Eradication	11
Smooth Distaff Thistle	0.25	21	1	0	Yes	No	No	We have chosen to use mechanical removal on this species. It is effective and we only have relatively small infestation sites.	Only 1 site in the county - 8th year of removal. All hand pulled (547 plants). Goal: Eradication	9
Woolly Distaff Thistle	0.00	2	1	1	Yes	No	No	We have chosen to use mechanical removal on this species. It is effective and we only have one small infestation site.	First detected in 2012 - only 2 plants, which were hand pulled. None found in 2013. Goal: Eradication	2
Red Sesbania	2,206 plants	105	15	6	Yes	No	No	We have chosen to use mechanical removal on this species. It is hard work but effective and we only have relatively small infestation sites.	All mechanical removal. 8th year of program that involves 3 wildland sites and 11 residential sites. 1 new residential sites was discovered this year. Goal: Eradication	129
Japanese Dodder	0.00	5	49	46	Yes	No	No	We have chosen to use mechanical removal on this species. It is hard work but effective and we only have relatively small infestation sites.	A total of 49 properties have been found infested since the first county find in 2006. All control is by mechanical removal. Of the 49, 3 were in riparian areas, 2 in industrial areas and 46 on residential properties. We have eradicated it from 46 properties (no dodder found for 3 or more years at the site). Goal: Eradication	45
Net Acres Treated    Gross Acres Surveyed    Total Sites Surveyed    # of Sites Eradicated									Other surveying work, Training, and Support Hrs:	1,902
Totals	321.92	217,035	874	251					TOTAL Noxious Weed Program Hours:	6,452

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 12-13, Revised 11-21-13

PESTICIDES OF CONCERN ARE SHADED (Pesticide Action Network defined "Bad Actors")

Contra Costa County Public Works

	Name of Product Applied	EPA Registration #	Specific Gravity	% A. I.	Total Lbs A.I. Used FY 00-01	Total Lbs A.I. Used FY 04-05	Total Lbs A.I. Used 07-08	Amt Used FY 08-09	Total Lbs A.I. Used 08-09	Amt Used FY 09-10	Total Lbs A.I. Used 09-10	Amt Used FY 10-11	Total Lbs A.I. Used 10-11	Amt Used FY 11-12	Total Lbs A.I. Used 11-12	Amt Used FY 12-13	Total Lbs A.I. Used 12-13
	Formula for liquid materials: Gal. used x 8.33 lbs/gal H2O x sp. Grav. x % AI							(gallons)		(gallons)		(gallons)		(gallons)		(gallons)	
Adjuvant	Activator 90	36208-50014	1.040	90.000	4786.31	3592.41	4248.36	433.75	3381.90	0.00	0.00						
Glyphosate, isopropylamine salt	AquaMaster	524-343	1.205	53.800	0.00	0.00	814.09	122.75	662.88	90.25	487.37	59.75	322.67	82.63	446.22	55.75	301.06
	Chemtrol	36208-50015	0.995	1.000	1.16	0.00	0.00	0.00	0.00	0.00	0.00			22.00	1.82		
Copper ethanolamine complexes, mixed	Cutrine Plus	8959-10-AA	1.206	9.000	58.78	0.00	40.69	0.00	0.00	0.00	0.00					7.50	6.78
Indaziflam	Esplanade 200 SC	432-1516	1.050	19.050												2.50	4.17
Adjuvant	Foam Fighter F	36208-50015	0.995	5.000	0.52	0.00	0.52	0.00	0.00	0.00	0.00						
Dimethyl silicone fluid emulsion	Foam Fighter F	36208-50003, 72-50005-AA	1.000	10.000	0.00	0.00	0.00	1.13	0.94	0.75	0.62	0.75	0.62	0.50	0.42	0.88	0.73
Triclopyr triethylamine salt	Garlon 3A		1.135	44.400	268.66	459.66	1862.78	368.75	1547.95	487.88	2048.03	277.75	1165.94	180.50	757.71	240.13	1008.02
Triclopyr BEE	Garlon 4	62719-40	1.060	61.600	278.76	67.28	155.02	19.63	106.77	20.50	111.50	0.25	1.36	0.50	2.72	2.00	10.88
Oxyfluorfen	Goal	707-174	0.990	19.400	3.20	0.00	0.00	0.00	0.00	0.00	0.00						
Oxyfluorfen	Goal Tender	62719-447	1.170	41.000	0.00	0.00	0.00	0.00	0.00	2.00	7.99			4.13	16.50	0.50	2.00
Oxyfluorfen	Goal	707-243	1.120	22.000	0.00	0.00	13.34	0.00	0.00	0.00	0.00						
Imazapyr, isopropylamine salt	Habitat	241-426	1.068	28.700	0.00	0.00	0.00	2.25	5.75	6.69	17.08	13.47	34.40	5.13	13.10	2.25	5.75
Aminopyralid, tri isopropanolamine salt	Milestone VM	62719-537	1.140	40.600	0.00	0.00	173.26	61.83	238.42	62.60	241.39	59.40	229.05	58.46	225.43	31.15	120.12
	No Foam A	11656-50086-ZA	1.050	90.000	0.00	0.00	0.00	32.25	253.87	347.00	2731.53	291.25	2292.68	288.06	2267.57	291.00	2290.71
Pendimethalin	Pendulum Aquacap	241-416	1.175	38.700	0.00	121.21	0.00	0.00	0.00	0.00	0.00			7.50	28.41		
Sethoxydim	Poast	7969-58	0.935	18.000	0.00	5.61	20.33	0.00	0.00	0.00	0.00						
Imazapyr, isopropylamine salt	Polaris	228-534-AA	1.057	27.700												11.00	26.83
Triclopyr TEA	Renovate 3	62719-37-67690	1.140	44.400	0.00	277.27	324.71	73.50	309.95	40.75	171.84	32.50	137.05	43.50	183.44	34.5	145.49
Glyphosate,	Rodeo	524-343	1.205	53.800	1193.46	660.83	0.00	0.00	0.00	0.00	0.00						
	Roundup Pro	524-475-ZB	1.170	41.000	2041.43	0.00	0.00	0.00	0.00	0.00	0.00						0.00
Glyphosate, isopropylamine salt	Roundup Pro Concentra	524-529	1.199	50.200	0.00	2352.35	588.28	230.25	1153.95	187.13	937.84	200.88	1006.75	218.00	1092.55	298.5	1496.00
Glyphosate, isopropylamine salt	Roundup Tough Weed F	239-2636	1.070	18.000												61.13	98.07
Maleic hydrazide	Royal Slo Gro	400-94-AA	1.135	21.700												20	41.03
Imazapyr, isopropylamine salt	Stalker	241-398	1.050	27.600	13.58	318.05	20.98	3.75	9.05	0.00	0.00						
Adjuvant	Silwet L-77	36208-50025	1.007	100.000	14.26	0.00	8.39	0.00	0.00	0.00	0.00					1.88	15.77
Oryzalin	Surflan A.S.	62719-113	1.188	40.400	56.97	39.98	0.00	0.00	0.00	0.00	0.00						
Oryzalin	Surflan A.S.	70506-44	1.236	40.400	0.00	0.00	112.33	21.00	87.36	11.50	47.84	8.00	33.28	0.50	2.08		
Adjuvant/Surfactant	Surphtac	68891-50001-AA	1.118	53.400	197.06	189.57	0.00	0.00	0.00	0.00	0.00						
Adjuvant/Surfactant	Surphtac	11656-50093	1.180	53.400	0.00	0.00	112.85	36.38	190.95	34.63	181.77	24.63	129.28	32.13	168.65	33.13	173.90
Clopyralid	Transline	62719-259	1.161	40.900	89.00	286.77	48.81	1.56	6.17	0.00	0.00						
	Vanquish	55947-46	1.250	56.800	1360.29	0.00	0.00	0.00	0.00	0.00	0.00						
	Vanquish	100-884	1.250	56.800	0.00	1293.75	0.00	0.00	0.00	0.00	0.00						
Dicamba, diglycolamine salt	Vanquish	228-397	1.250	56.800	0.00	0.00	906.37	119.63	707.53	16.50	97.59			6.88	40.69	56.38	333.45
	Weedar 64	71368-1-264	1.160	38.900	1979.96	357.09	18.79	0.00	0.00	0.00	0.00						

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 12-13, Revised 11-21-13

Contra Costa County Public Works (continued)

	Name of Product Applied	EPA Registration #	Specific Gravity	% A. I.	Total Lbs A.I. Used FY 00-01	Total Lbs A.I. Used FY 04-05	Total Lbs A.I. Used FY 07-08	Amt Used FY 08-09	Total Lbs A.I. Used 08-09	Amt Used FY 09-10	Total Lbs A.I. Used 09-10	Amt Used FY 10-11	Total Lbs A.I. Used 10-11	Amt Used FY 11-12	Total Lbs A.I. Used 11-12	Amt Used FY 12-13	Total Lbs A.I. Used 12-13
	Dry Materials				Amt . Used x %AI			(pounds)		(pounds)			(pounds)	(pounds)			
Dithiopyr	Dimension Ultra 40 WP	62719-445	N/A	40.000	0.00	0.00	1.00	0.00	0.00	0.00	0.00						
	Diuron 80DF	66222-51	N/A	80.000	0.00	0.00	960.00	800.00	640.00	0.00	0.00						
	Direx 80DF	352-508-1812	N/A	80.000	2300.00	0.00	0.00	0.00	0.00	0.00	0.00						
	Direx 80DF	1812-362	N/A	80.000	0.00	1240.00	0.00	0.00	0.00	0.00	0.00						
	Endurance	55947-43	N/A	65.000	983.45	52.00	0.00	0.00	0.00	0.00	0.00						
	Endurance	100-834ZB	N/A	65.000	0.00	1008.80	0.00	0.00	0.00	0.00	0.00						
Prodiamine	Endurance	228-398	N/A	65.000	0.00	0.00	1194.05	1215.00	789.75	1316.00	855.40	1060.00	689.00				
Isoxaben	Gallery 75DF	62719-145	N/A	75.000	40.50	39.00	51.75	79.00	59.25	73.00	54.75	3.50	2.63	4.00	3.00	21.00	15.75
Sulfometuron methyl	Oust	352-401	N/A	75.000	20.53	137.25	152.25	144.16	108.12	102.06	76.55						
	Oust XP	352-601	N/A	75.000								101.13	75.85	128.81	96.61	19.00	14.25
	Predict	55947-78	N/A	78.600	389.07	0.00	0.00	0.00	0.00	0.00	0.00						
	Predict	100-849	N/A	78.600	0.00	7.86	0.00	0.00	0.00	0.00	0.00						
Prodiamine	ProClipse 65 WDG	228-434		65.000								310.00	201.50	556.00	361.40	690.00	448.50
	Ronstar 50WSP	264-538	N/A	50.000	60.00	0.00	0.00	0.00	0.00	0.00	0.00						
	Simtrol 90DF	35915-12-60063	N/A	90.000	387.00	0.00	0.00	0.00	0.00	0.00	0.00						
Tebuthiuron	Spike 80DF	62719-107	N/A	80.000	48.00	72.00	48.00	120.00	96.00	120.00	96.00	132.00	105.60				
	Telar XP	352-654		75.000								6.50	4.88	6.88	5.16	8.00	6.00
Chlorsulfuron	Telar	352-404	N/A	75.000	19.031	10.448	13.313	14.50	10.88	0.00	0.00	8.50	6.38				
TOTAL:					16590.97	12589.20	11890.25		10367.44		8165.12		6438.92		5713.48		6565.25
"Bad Actors" w/May 2013 changes					5764.53	2653.88	3493.47		2883.09		2545.49		1582.41		1117.04		1340.19

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 12-13, Revised 11-21-13

Contra Costa County Public Works, Special Districts

Name of Product Applied		EPA Reg #	Specific Gravity	% A.I.	Total Lbs A.I. <small>Used FY 07-08 &amp; before</small>	Amt Used <small>FY 08-09</small>	Total Lbs A.I. <small>Used 08-09</small>	Amt Used <small>FY 09-10</small>	Total Lbs A.I. <small>Used 09-10</small>	Amt Used <small>FY 10-11</small>	Total Lbs A.I. <small>Used 10-11</small>	Amt Used <small>FY 11-12</small>	Total Lbs A.I. <small>Used 11-12</small>	Amt Used <small>FY 12-13</small>	Total Lbs A.I. <small>Used 12-13</small>
Liquid Materials		Gal. used x 8.33 lbs/gal H2O x sp. Grav. x %AI <small>(gallons)</small>										<small>(gallons)</small>		<small>(gallons)</small>	
Glyphosate	Roundup ProMax	524-579	1.36	48.7	no data	0.00	0.00	0.00	0.00	4.79	26.45				
Dry Materials		Amt. used x % AI			no data	(pounds)		(pounds)		(pounds)		(pounds)		(pounds)	
Bromethelin	Talpirid Mole Bait	12455-101	N/A	0.025	no data							0.003	0.0000008		
Chlorphacinone	Chlorophacinone	11071-CA-001	N/A	0.005	no data									44.000	0.00220
Chlorphacinone	Chlorophacinone Treated Grain Rodent Bait	10965-50004ZA	N/A	0.005	no data	0.00	0.00	0.00	0.00	3.80	0.000190	28.75	0.0014375		
Diphacinone	Diphacinone Treated Grain Rodent Bait	10965-50003	N/A	0.010	no data							1.50	0.0001500		
Diphacinone	Diphacinone Treated Grain Rodent Bait	10965-5001-ZA	N/A	0.005	no data									75.00	0.00375
Diphacinone	Eaton's Answer	56-57	N/A	0.005	no data	46.50	0.002325	42.00	0.00210			19.50	0.0009750	19.00	0.00095
Diphacinone	Eaton's Bait Blocks	56-42	N/A	0.005	no data	2.00	0.0001	5.00	0.000250			4.00	0.00020	12.00	0.00060
Aluminum phosphide	Fumitoxin	72959-1-5857	N/A	55.000	no data	0.00	0.00	0.00	0.00	1.47	0.81				
Strychnine Alkaloid	Gopher Getter AG Bait	36029-7	N/A	0.500	no data	0.00	0.00	0.00	0.00	0.40	0.0020				
Diphacinone	Gopher Getter Type 2 AG Bait	36029-23	N/A	0.005	no data	0.00	0.00	0.00	0.00	4.00	0.0002				
Diphacinone	Gopher Getter Type 2 AG Bait	36029-24	N/A	0.005	no data							8.05	0.0004025	1.86	0.00009
Diphacinone	P.C.Q. Pelleted Rodent Bait	12455-50003-AA	N/A	0.010	no data							5.00	0.0005000	36.50	0.00365
Aluminum phosphide	Phostoxin	72959-4	N/A		no data	19.62	10.79	16.72	9.20						
Oxadiazon	Ronstar G	432-886	N/A	2.000	no data					300.00	6.00				
Chlorphacinone	Rozol	7173-242	N/A	0.005	no data									2.00	0.00010
Aluminum phosphide	Weevil-cide	70506-13	N/A	60.000	no data	0.00	0.00	1.10	0.66	19.40	11.64	11.22	6.7320000	11.90	7.140
Zinc phosphide	ZP Rodent Bait AG	12455-17	N/A	2.000	no data	0.000	0.000	0.00	0.000	0.75	0.02				
				TOTAL			10.79		9.86		44.92		6.735666		7.151343
"Bad Actors" w/May 2013 changes							10.79		9.86		12.47		6.73		7.14

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 12-13, Revised 11-21-13

Contra Costa County Department of Agriculture

	Name of Product Applied	EPA Registration #	Specific Gravity	% A. I.	Total Lbs A.I Used FY 00-01	Total Lbs A.I Used FY 04-05	Total Lbs A.I Used FY 07-08	Amt Used FY 08-09	Total Lbs A.I. Used 08-09	Amt Used FY 09-10	Total Lbs A.I. Used 09-10	Amt Used FY 10-11	Total Lbs A.I. Used 10-11	Amt Used FY 11-12	Total Lbs A.I. Used 11-12	Amt Used FY 12-13	Total Lbs A.I. Used 12-13
	Liquid Materials							(gallons)		(gallons)		(gallons)		(gallons)		(gallons)	
glyphosate	Aquamaster	524-343	1.205	53.80												0.98	5.29
glyphosate	Aqua Neat	228-365-AA	1.224	53.80	0.00	1.15	0.00	0.00	0.00	0.00	0.00						
glyphosate	Aqua Neat	228-365-4581	1.201	53.80										5.00	26.91		
esfenvalerate	Asana XL	352-515	0.930	8.40	0.00	0.00	0.00	0.14	0.09	0.02	0.01						
Dicamba & 2,4 D	Banvel	55947-1	1.211	48.20	72.51	0.00	0.00	0.00	0.00	0.00	0.00						
	2,4-D	34704-5	1.163	46.50	24.78	87.30	0.00	0.00	0.00	0.00	0.00						
	Bivert	2935-50157-AA	0.790	100.00	6.12	0.00	0.00	0.00	0.00	0.00	0.00						
	Carbaryl ("7")	54705-4	1.100	41.20	30.01	0.00	0.00	0.00	0.00	0.00	0.00						
dicamba, diglycolamine salt	Clarity	7969-137	1.250	56.80	0.00	703.80	416.43	28.90	170.92	47.42	280.46	66.23	391.70	46.57	275.43	38.12	225.45
Triclopyr, butoxyethyl ester	Garlon 4	464-554	1.082	61.60	13.88	0.00	0.00	0.00	0.00	0.00	0.00						
imazapyr isopropylamine salt	Habitat	241-426	1.068	28.70	0.00	0.00	1.33	0.47	1.20	0.28	0.72	0.53	1.35	0.10	0.26	0.36	0.92
surfactant	Hasten	2935-50160	0.900	100.00								0.16	1.20	0.02	0.15		
Adjuvant	Herbicide Activator (First Choice)	11656-50024-ZC	0.900	100.00	0.00	0.00	0.00	0.13	0.94	0.00	0.00						
Drift retardant--oils	In Place	2935-50169	0.880	100.00												8.11	59.45
Aminopyralid, trisopropanolammonium salt	Milestone	62719-519	1.140	40.60	0.00	0.00	33.74	2.75	10.60	9.87	38.06	11.26	43.42	4.59	17.70	5.58	21.52
Aminopyralid, trisopropanolammonium salt & triclopyr, triethylamine salt	Milestone VM Plus	62719-572	1.140	18.44	0.00	0.00	0.00	4.50	7.88	5.09	8.91	0.05	0.09	3.75	6.57		
surfactant	Pro-Tron	71058-50008-AA	0.984	95.00								25.15	195.84	6.61	51.47	17.69	137.75
Adjuvant	R-11	2935-50142-AA	1.020	90.00	389.99	216.48	180.09	9.39	71.80	22.25	170.14	0.23	1.76				
Clopyralid, triethylamine salt & triclopyr, triethylamine salt	Redeem	62719-337	1.140	45.10	0.00	19.28	0.00	0.00	0.00	0.07	0.30						
Glyphosate, isopropylamine salt	Rodeo	524-343	1.205	53.80	13.50	0.00	0.00	0.00	0.00	0.00	0.00						
Glyphosate, isopropylamine salt	Roundup Pro	524-475	1.170	41.00	276.35	75.90	104.04	49.03	195.97	45.70	182.66						
Glyphosate, isopropylamine salt	Roundup Pro Concentrate	524-529	1.199	50.20								30.45	152.67	29.82	149.51	12.74	63.88
imazapyr isopropylamine salt	Stalker	241-296	1.060	27.60	0.00	0.00	0.00	0.12	0.30	0.23	0.56						
imazapyr isopropylamine salt	Stalker	241-398	1.060	27.60										0.66	1.61	0.29	0.71
Picloram potassium salt	Tordon 22K	464-323	1.140	24.40	3.55	0.00	0.00	0.00	0.00	0.00	0.00						
Clopyralid, monoethanolamine salt	Transline	62719-259	1.161	40.90	277.99	13.92	0.00	0.01	0.03	0.003	0.01						
Adjuvant	Tri-Fol Buffer	2935-50152-AA	1.120	34.00	0.00	0.00	0.00	0.08	0.25	0.00	0.00						
dicamba, diglycolamine salt	Vanquish	55947-46	1.250	56.80	299.20	0.00	0.00	0.31	1.83	0.04	0.24						
dicamba, diglycolamine salt	Vanquish	100-884	1.250	56.80						0.06	0.35						
Triclopyr, butoxyethyl ester	Remedy	62719-552	1.080	61.60	0.00	0.00	16.63	0.00	0.00	0.00	0.00						

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 12-13, Revised 11-21-13

Contra Costa County Department of Agriculture (continued)																	
	Name of Product Applied	EPA Registration #	Specific Gravity	% A. I.	Total Lbs A.I Used FY 00-01	Total Lbs A.I Used FY 04-05	Total Lbs A.I Used FY 07-08	Amt Used FY 08-09	Total Lbs A.I. Used 08-09	Amt Used FY 09-10	Total Lbs A.I. Used 09-10	Amt Used FY 10-11	Total Lbs A.I. Used 10-11	Amt Used FY 11-12	Total Lbs A.I. Used 11-12	Amt Used FY 12-13	Total Lbs A.I. Used 12-13
	<i>Dry Materials</i>				Amt . Used x %AI			(pounds)		(pounds)		(pounds)		(pounds)		(pounds)	
Diphacinone	Diphacinone .005%	10965-50001-ZA	N/A	0.005	0.04	0.01	0.03	810.00	0.04	530.00	0.03	88.00	0.00	4570.00	0.23	1835.00	0.09
Diphacinone	Diphacinone .01%	10965-50003-ZA	N/A	0.01	1.57	2.56	2.58	23434.00	2.34	27795.00	2.78	33743.00	3.37	31045.00	3.10	27487.50	2.75
Sodium nitrate, charcoal	Gas Cartridge	56228-2	N/A	81.00	0.00	0.00	2.58	0.00	0.00	2.39	1.94	2.55	2.07	5.63	4.56	6.75	5.47
Imidacloprid	Merit 75WSP	3125-439	N/A	75.00	10.19	0.00	0.00	0.00	0.00	0.00	0.00						
Chlorsulfuron	Telar	352-522	N/A	75.00	0.00	0.77	0.14	0.38	0.29	0.24	0.18	1.19	0.89	1.24	0.93	7.78	5.84
Picloram potassium salt	Tordon 10K	464-320	N/A	11.60	0.99	0.23	0.00	0.00	0.00	0.00	0.00	3.13	0.36	0.50	0.06		
Aluminum phosphide	Weevil-cide	70506-13	N/A	60.00	0.00	0.00	0.00	0.99	0.59	0.00	0.00			1.59	0.95		
				<b>TOTAL:</b>	<b>1420.66</b>	<b>1121.42</b>	<b>757.58</b>		<b>465.09</b>		<b>687.35</b>		<b>794.73</b>		<b>539.44</b>		<b>529.11</b>
"Bad Actors" w/May 2013 changes					131.84	107.58	0.14		0.88		0.48		1.26		1.94		5.84

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 12-13, Revised 11-21-13

Contra Costa County General Services - Grounds

	Name of Product Applied	EPA Registration #	Specific Gravity	% A. I.	Total Lbs A.I Used FY 00-01	Total Lbs A.I Used FY 04-05	Total Lbs A.I Used FY 07-08	Amt Used FY 08-09	Total Lbs A.I. Used 08-09	Amt Used FY 09-10	Total Lbs A.I. Used 09-10	Amt Used FY 10-11	Total Lbs A.I. Used 10-11	Amt Used FY 11-12	Total Lbs A.I. Used 11-12	Amt Used FY 12-13	Total Lbs A.I. Used 12-13
	Liquid Materials							(gallons)		(gallons)		(gallons)		(gallons)		(gallons)	
					Gal. used x 8.33 lbs/gal H2O x sp. Grav. x %AI												
Chlorantraniliprole	Acelepryn	352-731	1.094	18.40				0.00	0.00	0.14	0.24						
Dikeygulac sodium	Atrimmec	2217-776	1.095	18.50				0.00	0.00	1.31	2.21			0.19	0.32		
Prodiamine	Barricade	100-1139						*	35.01								
**Dicamba **, MCPA, Triclopyr	Cool Power	228-317						*	9.27								
	Dursban 2E	464-586	1.000	24.10		3.87	0.00	0.00	0.00								
Myclobutanil	Eagle	62719-463						*	0.06								
	Embark	7182-7-AA	1.110	28.00		0.72	0.00	0.00	0.00								
Bifenazate	Floramite	400-508						*	0.03								
Ethephon	Florel	62719-145-AA	1.016	3.90		0.33	0.00	0.00	0.00								
Ethephon	Florel	264-543-54705						*	0.65								
NAA, ammonium salt	Fruit Stop	5481-66-65783						*	0.43								
Fluazifop-P-butyl	Fusilade II	100-1084	0.980	24.50				*	0.19			0.25	0.50	0.25	0.50		
	Goal	707-174	0.990	19.40	19.34		0.00	0.00	0.00								
	Grass Getter (Poast)	7969-58-ZA-54705	0.935	18.00		0.55	0.00	0.00	0.00								
Hexythiazox	Hexygon	10163-208						*	0.11								
Petroleum distillates	Lesco Horticultural Oil	10404-66				0.00		*	2.13								
	Knox Out 2 FM	4581-335-449	1.036	23.00		0.89	0.00	0.00	0.00								
	Lindane	7001-279-AA	0.976	87.60		0.64	0.00	0.00	0.00								
Adjuvant	Magnify	17545-50018	1.220	51.50												0.09	0.47
	Maintain A	400-396-AA	1.000	0.30		0.01	0.00	0.00	0.00								
	Malathion	655-598	1.032	0.50		0.06	0.00	0.00	0.00								
	Ornamec	2217-728-AA	0.880	6.75		0.18	0.00	0.00	0.00								
Flumioxazin	Payload	59639-120						*	0.30								
Glyphosate isopropylamine salt	Razor	228-366						*	91.73								
Glyphosate, diquat dibromide	Razorburn	228-446	1.146	43.10								1.00	4.11				
	Roundup Pro	524-445-ZB	1.020	41.00	156.00	158.75	0.00	0.00	0.00								
Glyphosate isopropylamine salt	Roundup Pro	524-475	1.170	41.00			23.98	0.00	0.00								
Glyphosate isopropylamine salt	Roundup Pro Conc.	524-529	1.199	50.20			33.89	10.16	50.92	8.29	41.56	18.77	94.11	72.50	363.50	70.15	351.72
Glyphosate potassium salt	Roundup Promax	524-579	1.356	48.70			0.00	0.00	0.00	0.34	1.87						
Nonanoic acid	Scythe	62719-529					0.00	*	0.66								
	Sevin SL	464-586	1.000	24.10		0.12	0.00	0.00	0.00								
Bifenthrin	Talstar	279-3206						*	0.02								
	Triclopyr 4EC	81927-11	1.100	61.60										1.00	5.64	0.25	1.41
**Dicamba, MCPA, MCPP	Tri Power	228-262						*	3.79								
Triclopyr BEE	Turflon	62719-258	1.060	61.60	1.96	0.98	0.00	0.00	0.00								

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 12-13, Revised 11-21-13

Contra Costa County General Services - Grounds (continued)

	Name of Product Applied	EPA Registration #	Specific Gravity	% A. I.	Total Lbs A.I Used FY 00-01	Total Lbs A.I Used FY 04-05	Total Lbs A.I Used FY 07-08	Amt Used FY 08-09 (pounds)	Total Lbs A.I. Used 08-09	Amt Used FY 09-10 (pounds)	Total Lbs A.I. Used 09-10	Amt Used FY 10-11 (pounds)	Total Lbs A.I. Used 10-11	Amt Used FY 11-12 (pounds)	Total Lbs A.I. Used 11-12	Amt Used FY 12-13 (pounds)	Total Lbs A.I. Used 12-13
	Dry Materials	Amt. Used x %AI															
Isoxaben	Gallery	62719-145-AA	N/A	75.00	97.08	102.38	0.00	*	44.42			19.00	14.25	6.50	4.88	11.00	8.25
Dithiopyr	Dithiopyr 40 WSB	73220-13	N/A	0.125 lbs ai/5 oz										13 5oz. packets	1.63	108.75 oz.	2.72
	Lindane	20954-107-AA	N/A	99.50		1.00	0.00	0.00	0.00								
	Orthene	59639-88	N/A	75.00	0.52		0.00	0.00	0.00								
Acephate	Orthene	59639-26					0.00	*	0.13								
Sulfometuron methyl	Oust	352-401	N/A	75.00	3.85		0.00	*	0.17								
Oxadiazon	Ronstar WP	264-538	N/A	50.00	648.63	414.50	0.00	0.00	0.00								
Halosulfuron methyl	Sedgehammer	81880-1-10163	N/A	75.00			0.00							0.00	0.00		
Flumioxazin	SureGuard	59639-120	N/A	51.00			0.00							2.49	1.27	23.93	12.20
Chlorsulfuron	Telar	352-522						*	0.06								
				TOTAL	927.37	684.98	57.87		240.06		45.89		112.97		377.74		376.77
		"Bad Actors" w/May 2013 changes			649.14	421.59	0.00		4.81		0.00		0.00		0.00		0.00
								NOTE: The totals for 07-08 only account for Grounds Div. usage and do not include Tru-Green usage.									*Total A.I. was computed on a separate spreadsheet developed by GSD with TruGreen data



CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 12-13, Revised 11-21-13

Contra Costa County General Services - Facilities

fl. oz. used x 1.04 dry oz/fl oz of H2O x sp. Grav. x %AI															
	Name of Product Applied	EPA Registration #	Specific Gravity	% A. I.	Total oz. A.I. Used FY 07-08	Amt Used FY 08-09	Total oz. A.I. by wt. Used 08-09	Amt Used FY 09-10	Tot. oz. A.I. by wt. Used 09-10	Amt Used FY 10-11	Tot. oz. A.I. by wt. Used 10-11	Amt Used FY 11-12	Total OZ. A.I. Used 11-12	Amt Used FY 12-13	Total OZ. A.I. Used 12-13
	Liquid Materials				(fl. ounces)		(fl. oz.)			(fl. Oz.)		(fl. oz.)	Oz. by Wt.	(fl. oz.)	Oz. by Wt.
Orthoboric acid	Drax Liquid Bait	9444-206			0.00	2.22	0.03	0.00	0.00						
Sodium Tetraborate Decahydrate (Borax)	Advance Ant Gel	499-492	1.23	5.40						0.12	0.01	0.03	0.002		
Sodium Tetraborate Decahydrate	Advance Liquid Ant Bait	499-491	1.24	1.30	0.00	0.00	0.00	246.00	4.12	2254.00	37.79	3701	62.047	4314.00	72.323
Indoxacarb	Advion Ant Gel	352-746	1.2	0.05	0.00	0.00	0.00	3.77	0.00	47.27	0.03	33.61	0.021	53.6	0.0334
Indoxacarb	Advion Cockroach Gel Bait	352-652	0.0066	0.60						2.00	0.00	0.08	0.000003	12.08	0.00050
Hydroprrene	Gentrol IGR Concentrate	2724-351			0.08	0.00	0.00	0.00	0.00						
Hydroprrene	Gentrol Point Source	2724-469		90.60						0.02	0.00	2 each (109 mg ai in each)	0.007	17 each (109 mg ai in each)	0.065
Rosemary Oil	EcoExempt 1C	None			1.66	79.99	8.32	1081.60	112.49						
2-phenethyl propionate	EcoPco Acu	67425-14			0.00	0.00	0.00	12.50	0.01						
Fipronil	Maxforce Ant Killer Bait Gel	432-1264	1.27	0.00	0.00	17.04	0.00	1.59	0.00	1.00	0.000013				
Fipronil	Maxforce FC Select Roach Gel	432-1259	1.1414	0.01						0.05	0.000006				
Hydramethylnon	Maxforce Roach Bait Gel	432-1254		2.15	0.13	1.13	0.03	0.00	0.00						
Fipronil	Maxforce Roach Killer Bait Gel FC	432-1259	1.1414	0.01						1.43	0.00017	0.1	0.000012		
sodium lauryl sulfate	Oh Yeah	Eco-018	1	0.70						1301.00	9.47	2573	18.731	1315.17	9.57444
Note: product has 2 a.i. s	Precor 2000	274-483		0.5% permethrin								4	0.0208		
				0.09% methoprene									0.0000		
coyote & fox urine	Shake Away: Fox/Coyote	80917-5	1	5.00										394	20.488
Sodium Tetraborate Decahydrate (Borax)	Terro PCO Bait stations	149-8-64405	1	5.40						2.16	0.12	60 each(net wt of each station 0.36 oz)	1.166	34 each (net wt of each station is 0.36 oz)	0.661
	Dry Materials					OZ. by Wt.		(ounces)		OZ. by Wt.		OZ. by Wt.	OZ. by Wt.	OZ. by Wt.	OZ. by Wt.
Note: product has 2 a.i. s	Alpine Dust	499-527		0.25% dinotefuran						0.15	0.00	0.01	0.000		
				95% DE							0.14		0.010		
Abamectin	Avert Dry Flowable Bait	499-294			0.00	0.18	0.00	0.00	0.00						
Indoxacarb	Advion Ant Bait Arena	352-664		0.10	0.00	0.00	0.00	4.20	0.00	4.76	0.00	77	0.077	90 Each (Net wt of Arena is 0.07 oz)	0.0063

CONTRA COSTA COUNTY OPERATIONS - PESTICIDE USE SUMMARY COMPARISON FY 00-01 to FY 12-13, Revised 11-21-13

Contra Costa County General Services - Facilities, continued

	Name of	EPA	Specific	%	Total oz. A.I	Amt Used	Total oz. A.I. by wt.	Amt Used	Tot. oz. A.I. by wt.	Amt Used	Tot. oz. A.I. by wt.	Amt Used	Total OZ. A.I.	Amt Used	Total OZ. A.I.
	Product Applied	Registration #	Gravity	A. I.	Used FY 07-08	FY 08-09	Used 08-09	FY 09-10	Used 09-10	FY 10-11	Used 10-11	FY 11-12	Used 11-12	FY 12-13	Used 12-13
	Dry Materials					OZ. by Wt.	(fl. oz.)			OZ. by Wt.		OZ. by Wt.	Oz. by Wt.	OZ. by Wt.	OZ. by Wt.
Indoxacarb	Advion Cockroach Bait Arena	352-668		0.50						0.64	0.00	15 Each (Net wt of Arena 0.07 oz)	0.005	4 Each (Net wt of Arena is 0.07 oz)	0.0014
Orthoboric acid	Borid	9444-129			0.00	7.00	6.93	1.00	0.99						
Amorphous silicon dioxide	Concern Diatomaceous Earth	73729-1-50932		85.00	0.00	0.00	0.00	0.03	0.02	2.46	2.09	2	1.700	0.8	0.680
Bromodialone	Contrac Blox	12455-79			0.09	1252.00	0.06	489.00	0.02						
non-toxic rodent monitoring food bait	Detex Blox	Eco-019								(617.4 oz)					
Note: product has 3 a.i. s	Eco PCO WP-X	None		3% phenethyl propionate								2	0.060	2.64	0.0792
	Eco PCO WP-X			5% Thyme oil									0.100		0.132
	Eco PCO WP-X			0.05% pyrethrins									0.001		0.00132
Note: product has 2 a.i. s	Eco PCO DX	67425-16-655		1% 2-phenethyl propionate										0.017	0.00017
				0.4% pyrethrins											0.000068
Orthoboric acid	Niban FG/Mother Earth Granules	64405-2 499-515		5.00	190.69	2150.56	107.53	1252.70	62.64	719.55	35.98	1137.5	56.875	3126	156.300
Fipronil	Maxforce Ant Bait Stations	432-1256		0.05	0.00	4.66	0.00	0.48	0.00						
Fipronil	Maxforce Ant Bait Stations	64248-10		0.01						0.05	0.000005			11 Each (Net wt of bait station is 0.05 oz)	0.000055
Fipronil	Maxforce Roach Bait Stations	64248-11		0.05						0.55	0.00028	6 each (net wt of each station 0.053)	0.00016	10 Each (Net wt of bait station is 0.053	0.000265
Hydramethylnon	Maxforce Roach Bait Stations	432-1251			0.19	1.48	0.03	0.11	0.00						
Boric Acid	Perma Dust	499-384			142.71	682.00	242.11	265.00	94.08						
OZ of A.I					335.55		365.04		274.38		85.64		140.823		260.347
LBs of A.I.					20.97		22.81		17.15		5.35		8.80		16.27
OZ of BA					0.41		0.12		0.03		0.00		0.02		0.0014



To: Board of Supervisors  
 From: Kathy Gallagher  
 Date: February 25, 2014

Contra  
 Costa  
 County

Subject: 2014-15 Community Services Bureau Selection Criteria and Recruitment Plan

**RECOMMENDATION(S):**

APPROVE 2014-15 Head Start Selection Criteria and Recruitment Plan for the Community Services Bureau of the Employment & Human Services Department.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Head Start Performance Standard 1305.3 (c) (6) mandates that the Head Start grantee set criteria, based on a community assessment, that define types of children and families who will be given priority for recruitment and selection. This board order accepts the Community Services Bureau Selection Criteria and Recruitment Plan for the 2014-15 program year. The document is scheduled for review and approval by the Head Start Policy Council on February 15, 2014.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, Department will not be in compliance with Head Start regulations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

Action of Board On: **02/25/2014** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: J. Sanchez-Rosa, 313-1779

By: , Deputy

cc: Joanne Sanchez-Rosa, Cassandra Youngblood

#### CHILDREN'S IMPACT STATEMENT:

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

**2014-15 Head Start/Early Head Start/Early Education and Support Programs Recruitment and Enrollment Plan**  
 Contra Costa County Employment and Human Services Department - Community Services Bureau

DESIRED OUTCOME: To inform the public about services available through the Contra Costa County Community Services Bureau, particularly those populations identified in our Community Assessment, and to recruit and enroll eligible children and their families into the Head Start, Early Head Start and Early Education and Support Programs.

Goal #1: To recruit eligible pregnant women, infants, toddlers, and children.

Goal #2: To recruit children with disabilities.

Goal #3: To recruit special populations as per our community assessment and selection criteria: CPS/At-Risk, Domestic Violence, Limited English, Need for Full Day Care, Homeless, TANF/CalWorks Recipient, Children with Health Impairments, Teen Parents, Grandparent Caregivers, and children of currently or formerly incarcerated parents.

ACTIVITIES	PERSON (S) RESPONSIBLE	TIMELINE	LOCATION	INFORMATION TO INCLUDE	DISTRIBUTION	COMPLETION
Mobilize Parents – Word of Mouth, our best strategy	CSM FCP	March 2010	Policy Council, Parent Meetings, Family Newsletter, Tables in entryways	<ul style="list-style-type: none"> <li>Reproducible Flyers and Pre-App Screening Forms</li> <li>Contest – parent with most screening forms wins prize</li> </ul>	<ul style="list-style-type: none"> <li>All CSB and Delegate and Partner sites</li> </ul>	
Pamphlets/flyers distributed: <ul style="list-style-type: none"> <li>a) General info on CSB services</li> <li>b) Enrollment flyers</li> <li>c) Home-based services</li> </ul>	Teachers, Site Supervisors, Comprehensive Services Staff, Home Educators	Ongoing	Laundromats WIC offices Grocery Stores Classrooms Elementary Schools Clinics Community-Based Organizations County Agencies Local churches Education Offices Libraries Hospitals Community Events Check Cashing Agencies High Schools One Stop Locations Housing site offices Homeless Programs	<ul style="list-style-type: none"> <li>Pictures</li> <li>Short paragraph describing program options</li> <li>Who is eligible</li> <li>Explanation of services available</li> <li>List Health, Nutrition, Education, Family Services, Family Wellness, Parent Involvement, Disabilities Services</li> <li>Home base</li> <li>Contact numbers and/or persons</li> </ul>	<ul style="list-style-type: none"> <li>HEAP mailings</li> <li>Food Stamp Offices</li> <li>Parent Meetings</li> <li>Doctors' Offices</li> <li>EHSD Child Care Offices</li> <li>Volunteer Bureaus</li> <li>One-Stop Centers</li> <li>Parents</li> </ul>	
<i>Newsletter</i>	<i>Assistant Manager</i>	<i>Quarterly</i>	<i>Distribute to all parents / partners</i>	<ul style="list-style-type: none"> <li><i>Who is eligible</i></li> <li><i>Who to Contact</i></li> <li><i>Program Activities</i></li> <li><i>Events, Educational opportunities</i></li> </ul>	<i>Early Intervention Programs</i> <i>Community Partners</i> <i>Elementary Schools in the District</i>	

ACTIVITIES	PERSON (S) RESPONSIBLE	TIMELINE	LOCATION	INFORMATION TO INCLUDE	DISTRIBUTION	COMPLETION
Contact Agencies Serving Children	ERSEA Analyst, Comprehensive Services Managers	Spring and Fall and as needed	WIC offices SELPAs Child Care Centers School Districts Private Providers Community-Based Organizations Community Recreation Sites PTAs Human Service Department Partner Sites Family Child Care New Works Resource and Referral Agencies Alternative Payment Plans First Five Offices Homeless Shelter OB/GYN Offices	<ul style="list-style-type: none"> <li>Initial letter containing description of Head Start and Agency services and program options</li> <li>Personal visit to discuss coordination services, share program and curriculum information, plan referrals.</li> </ul>	Community	
Coordinate Transition Activities with Elementary Schools	MH/Disabilities Manager; Site Supervisors Education Managers	Spring/ Summer and throughout the year as needed	Childcare Centers Elementary Schools Other agencies for intake for special needs children High School/IT	Any pertinent information on child, <ul style="list-style-type: none"> <li>authorized by parent</li> </ul>	Elementary School staff meetings/ parent meetings; Site based staff meetings/ parent meetings; Policy Council Meetings	
Speak at local organizations	Directors, Assistant Directors, Comprehensive Services Mgrs., Male Involvement Coordinator	All Year	Union Meetings Faith Based Organizations SHARE County Malls Fairs Clubs Community Events Other Government Agencies Non-Profit Agencies Businesses, Corporations and Foundations	<ul style="list-style-type: none"> <li>Make Head Start or alternate rep. available</li> <li>Describe advantageous services</li> <li>Distribute pamphlets</li> <li>Set up information table with posters and pictures</li> <li>Application packages</li> </ul>	Civic Organizations PTA meetings Church groups Community events	

ACTIVITIES	PERSON (S) RESPONSIBLE	TIMELINE	LOCATION	INFORMATION TO INCLUDE	DISTRIBUTION	COMPLETION
"Staff Walks in the Community"	Site Supervisors	May - August	Neighborhoods Other Agencies	<ul style="list-style-type: none"> <li>Brief description of services</li> <li>Magnets or other marketing aids with contact info</li> <li>Flyers</li> </ul>	Community	
Any opportunity for free ads in local media	Assistant Directors; Analysts	Spring-Fall	Local newspaper agencies, Penny Saver, Grapevine, etc.	<ul style="list-style-type: none"> <li>Short information on program, in English and Spanish</li> <li>Main phone number in Martinez</li> </ul>	Newspapers	
Community Events	ALL STAFF	All year	Contra Costa County	<ul style="list-style-type: none"> <li>Information on employment for teachers</li> <li>Informational Flyers</li> <li>Magnets, etc. with brief information</li> </ul>	Community	
Maintain supply of free Head Start pamphlets (order from ACF)	Site Supervisors, Managers for HB and Partners Comp. Services Asst. Managers	All year	CSB Centers All Centers All Partners One Stop C career Centers Human Services Department SS of WIC SparkPoint Family Justice Center	<ul style="list-style-type: none"> <li>Description of Head Start program and sample activities</li> <li>Sites could add local contact information (stamp local info on back), if desired</li> </ul>	Community	
Implement streamlined referral processes per MOUs	ERSEA Analyst	Annually	CFS BBK RCEB Health Services CalWorks	<ul style="list-style-type: none"> <li>Protocol and Procures</li> <li>Forms</li> <li>Tracking of special referrals</li> </ul>	Organizations noted in "Location" section.	



Contra  
Costa  
County

To: Board of Supervisors

From: Kathy Gallagher

Date: February 25, 2014

Subject: Approval of Head Start Policy Council Bylaws

**RECOMMENDATION(S):**

ACCEPT and APPROVE Head Start Policy Council Bylaws for the Community Services Bureau as recommended by the Employment & Human Services Department.

**FISCAL IMPACT:**

None

**BACKGROUND:**

This board order accepts the Head Start Policy Council Bylaws for the Community Services Bureau of the Employment & Human Services Department. Head Start Performance Standards 1304.50(d)(1)(ii) require annual Board approval of the Bylaws. Changes made to the 2013 Bylaws include a streamlined version of the document with removed information now included in a supplemental handbook. The Bylaws were reviewed for approval by the Head Start Policy Council on February 19, 2014.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, Department will not be in compliance with Head Start regulations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Kristin Cooke, 313-1793

By: , Deputy

cc: Kristin Cooke, Cassandra Youngblood



#### CHILDREN'S IMPACT STATEMENT:

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

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
HEAD START POLICY COUNCIL BY-LAWS

**A. Statement of Purpose**

The purpose of this council is to serve as part of a shared decision making process. This Community Services Bureau Policy Council (PC) is to serve as the link among public and private organizations, the Grantee and Delegate Agencies, the communities served, and the parents of children enrolled. CSB merged many of the federally funded Head Start and the State funded Child Development programs into a unified program to better serve more full day, full year families. Consequently, this council will make decisions affecting the Child Development program. The Policy Council will assist in the planning and coordination of the Head Start, Early Head Start, and Child Development programs in the County of Contra Costa in the State of California.

**B. Procedure**

The Policy Council and parent committees must use a simplified form of Robert's Rules of Order.

**C. Duties and Responsibilities**

The CSB Policy Council is responsible for the following major functions:

1. General Responsibility - responsible for establishing a method of hearing and resolving community concerns about the program.
2. Must approve or disapprove actions before they are finalized or actions can be taken about program changes. The PC must also have been consulted in the decision-making process prior to the point of seeking approval.

1304.50(d)(1)(i) All funding applications and amendments to funding applications for Early Head Start and Head Start, including administrative services, prior to the submission of such applications to the grantee (in the case of Policy Committees) or to HHS (in the case of Policy Councils);

1304.50(d)(1)(ii) Procedures describing how the governing body and the appropriate policy group will implement shared decision-making;

1304.50(d)(1)(iv) The program's philosophy and long and short range program goals and objectives (see 45CFR 1304.51(a) and 45CFR 1305.3 for additional requirements regarding program planning);

- 1304.50(d)(1)(v) The selection of delegate agencies and their service areas (this regulation is binding on Policy Councils exclusively)(see 45 CFR 1301.33 and 45 CFR 1305.3(a) for additional requirements about delegate agency and service area selection, respectively);
- 1304.50(d)(1)(vi) The composition of the Policy Council or the Policy Committee and the procedures by which policy group members are chosen;
- 1304.50(d)(1)(vii) Criteria for defining recruitment, selection, and enrollment priorities, in accordance with the requirements of 45 CFR part 1305;
- 1304.50(d)(1)(viii) The annual self-assessment of the grantee or delegate agency's progress in carrying out the programmatic and fiscal intent of its grant application, including planning or other actions that may result from the review of the annual audit and findings from the Federal monitoring review (see 45 CFR 1304.51(l) for additional requirements about the annual self-assessment);
- 1304.50(d)(1)(ix) Program Personnel policies and subsequent changes to those policies, in accordance with 45 CFR 1301.31, including standards of conduct for program staff consultants, and volunteers;
- 1304.50(d)(1)(x)(xi) Decisions to hire or terminate the Early Head Start or Head Start director of the grantee or delegate agency; and decisions to hire or terminate any person who works primarily for the Early Head Start or Head Start program of the grantee or delegate agency.

3. In addition, the CSB PC shall:

- 1304.50(d)(2)(i) Serve as a link to the Parent Committees, grantee and delegate agency governing bodies, public and private organizations, and the communities they serve;
- 1304.50(d)(2)(ii) Assist Parent Committees in communicating with parents enrolled in all program options to ensure that they understand their rights, responsibilities, and opportunities in Early Head Start and Head Start to encourage their participation in the program;
- 1304.50(d)(2)(iii) Assist Parent Committees in planning, coordinating, and organizing program activities for parents with the assistance of staff, and ensuring that funds set aside from program budgets are used to support parent activities;

- 1304.50(d)(2)(iv) Assist in recruiting volunteer services from parents, community residents, and community organizations, and assist in the mobilization of community resources to meet identified needs; and
- 1304.50(d)(2)(v) Establish and maintain procedures for working with the grantee or delegate agency to resolve community complaints about the program.

The Policy Council will comply with the existing Appendix A requirements and the new 2007 Head Start legislation as guidance is provided. Any changes that will affect bylaws will be brought to Policy Council for explanation and consideration of approval.

#### **D. General Membership**

- 1304.50(b)(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled Head Start/Early Head Start children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).
- 1304.50(a)(3) All Policy Councils, Policy Committees, and Parent Committees must be established as early in the program year as possible. Grantee Policy Councils and delegate Policy Committees may not be dissolved until successor Councils or Committees are elected and seated.
- 1304.50(a)(4) When a grantee has delegated the entire Head Start program to one delegate agency, it is not necessary to have a Policy Committee in addition to a grantee agency Policy Council.
- 1304.50(b)(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.
- 1304.50(a)(5) The governing body, (Board of Supervisors) (the group with legal and fiscal responsibility for administering the Early Head Start or Head Start program) and the Policy Council or Policy Committee must not have identical memberships and functions.
- 1304.50(b)(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

1304.50(b)(1)(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

1304.50(b)(1)(7) Parents of children currently enrolled in all program options must be proportionately represented on established policy groups.

#### **E. Reimbursement**

1304.50(f) Policy Council, Policy Committee, and Parent Committee reimbursement. Grantee and delegate agencies must enable low-income members to participate fully in their group responsibilities by providing, if necessary, reimbursements for reasonable expenses incurred by the members (i.e. childcare and transportation).

#### **F. Calculation of Reimbursements**

Reimbursements are given for approved Policy Council activities only (i.e. monthly PC meetings or committee meetings). Exceptions must be preapproved before reimbursements are issued. Mileage is calculated using distance from home to meeting location. Childcare hours include reasonable travel time to and from meetings and are based on reasonable arrival time to the approved activity.

Parents requesting reimbursement should complete and submit Form CSB 325 to the Clerk of the Policy Council who will verify the request and determine the amount of reimbursement. After approval is received from the CSM for Policy Council, a check will be issued, no later than 30 days after the request.

#### **G. Voting**

Only the official PC representative or, if absent, their alternate will be permitted to vote on any PC action. The Chairperson votes only in the case of a tie.

#### **H. Members**

##### **1. Composition:**

Policy Council composition is reviewed annually to ensure that it meets the General Membership guidelines of HSPS 1304.50(b)(2). Consideration is given to the number of Head Start and Early Head Start currently enrolled children, along with program options (Full Day, Part Day, and Home Base). The following steps explain the determination of PC composition:

Determine total number of Head Start and Early Head Start slots.

Approved by the Policy Council: 9/26/01, 8/15/02, 8/12/03, 9/25/04, 8/17/05, 8/16/06, 8/15/07, 8/20/08, 08/19/09, 8/18/10, 08/17/11, 9/29/12)

Based on current slot map, determine the total HS/EHS slots for each site by program options (HS/Full Day, HS/Part Day, EHS/FD, and Home Base (EHS/HS collectively). Calculate the percentage of each program option (multiply the number of program option slots for each site by the total number of slots). This will give you the percentage of membership that each option should represent.

The percentage of membership for currently enrolled families is multiplied by the total number of currently enrolled representatives (based on 1 PC representative for every 60 HS/EHS slot per site calculation). Using the formula  $1/60$ , the number of currently enrolled representatives is set at 39. The following table reflects the breakdown of currently enrolled families by program option:

Head Start Part Day 29%	9 Representatives
Head Start Full Day 50%	13 Representatives
Early Head Start 17 %	5 Representatives
Home Based Option 4%	1 Representative

## *2. Procedures for Electing Community Representatives to the Policy Council:*

Community representatives are drawn from the local community. They are made up of past parents and representatives from local community agencies. All Community Representatives must be elected by the policy council. Membership for Individual Community Representatives is also limited to 3 one-year terms (1304.50(b)(5)).

### Past Parent Community Representatives

The past parent representatives must submit a letter to the Policy Council requesting consideration to be a community representative. Letters are read during a business meeting, and the Policy Council must vote to approve the parent's request. If the Policy Council receives more requests than vacancies, all letters are read for consideration, and the Policy Council votes, and the majority decision rules.

### Community Agency Representatives

The Policy Council determines which community agencies they would like to invite to participate on the Council. Agencies are drawn from the local community and are familiar with resources and services for low-income children and families. CSB Staff to Policy Council assists by contacting agencies to seek interest in joining and request the name of an agency representative to be elected onto the policy council as early in the program year as possible. Agency Representatives are presented and considered for approval by the policy council.

## *3. Terms of Membership*

The term is for one year, October-September. Members must be elected each year for a maximum of three years. Members are expected to serve the entire term, even if their center closes for the summer. The three-year term limit applies to all primary and alternate representatives listed on the PC Roster as a center representative at any time during the term.

All PC representatives are required to complete the Form-700 and Video Viewing Certification within sixty (60) days of their appointment to the Council.

No Community Services Bureau staff (or members of their immediate family) may serve on the Policy Council, except parents who occasionally (no more than 10 hours a month) substitute for regular Early Head Start or Head Start staff. Immediate family is defined as; any parent, child, sibling, grandparent, significant other, co-parent or spouse of Community Services Bureau staff.

### *Terms of Resignation*

If a Member resigns their position in the Policy Council or is no longer eligible to serve due to enrollment status, the member must submit resignation in writing and submit the notice to Early Head Start or Head Start staff. A new member must then be elected to ensure proper representation of the program. If the resignee is an Executive Officer or a Chair of a standing committee, the vacancy shall be filled by appointment of the Chairperson for the unexpired term for the specific vacancy and approved by the Policy Council.

### *Termination of Membership*

A member may be terminated by a 2/3 vote at any regular meeting for reasons of misconduct or excessive absenteeism. If the termination is in regards to excessive absenteeism, this vote will take place only after a notice has been sent to the member's center (see By-Law K,6) and the center has provided a response as to the course of action they would like to take regarding this matter. The termination must be properly agendized in compliance with the Brown Act and the Contra Costa County Better Government Ordinance and any other applicable local, state or federal regulations. The member will be notified in writing of their termination from the PC. If the termination of membership is due to a change in enrollment status or withdrawal from program, please refer to guidance under *Terms of Resignation*.

### ***Who are the Officers?***

Executive Committee: The officers are elected annually at the PC meeting in October. Their role is to participate in the planning of the general meetings; review previous month's minutes, set the agenda, and help in the overall planning along with staff. The Executive also conducts business in emergency matters or if a majority of the members cannot meet. A quorum of 51% of current Executive Committee members, excluding vacancies, will be required to make a program decision on behalf of the general membership. In this case, all Executive Committee decisions must be ratified by the full body of the CSB PC at the next regularly scheduled meeting.

Executive officers shall attend all PC and Executive Committee meetings. No more than three absences from the PC and Executive Committee meetings for the entire term will be allowed. Exceptions to this rule will be handled on a case-by-case basis by the Chairperson.

Officers will be the official representatives to conferences. Alternates will be appointed as needed.

Each officer must be an active member, Chair or Vice-Chair of at least one committee.

Chairperson: The Chairperson shall be the directing officer of the Council and shall preside at all Policy Council meetings. He/she has the authority to call special meetings, maintain order, appoint chairperson of ad-hoc committees and recognize members, staff and visitors who wish to speak and make official written communications. In the Chairperson's absence, the Vice-chairperson may represent the Executive Committee. The Chairperson is a voting member of all committees.

The Vice-Chairperson: The Vice-chairperson shall perform duties as the Chairperson of the PC may designate. In the absence of the Chairperson, the Vice-chairperson shall perform all of the duties of the Chairperson.

Secretary: The Secretary shall be responsible for PC sign-ins at the monthly PC meetings and monitor attendance via the sign-in sheets. The Secretary shall declare whether a quorum exists by analyzing the sign-in sheets at the beginning of each meeting. The Secretary shall monitor attendance and inform the Chairperson when intervention is necessary. He/she shall read any correspondence at PC meetings. He/she shall check for any corrections or clarification on previous month's minutes, and seek approval of minutes. The Secretary shall also prepare minutes of the meeting and ensure that the meeting is recorded. Staff assistance shall be provided as needed.

Parliamentarian: The Parliamentarian shall assist the Chairperson in maintaining order in the meetings and for ensuring that Robert's Rules of Order are followed. He/she shall state and review the Ground Rules at PC meetings. He/she shall know and enforce the Brown Act and the Contra Costa County Better Government Ordinance. He/she shall act as timekeeper of the agenda items and notify the Chair when time is an issue. He/she shall assist with getting the 1<sup>st</sup> and 2<sup>nd</sup> motion-maker signatures and return to Secretary. He/she is also the Chair of the Bylaws subcommittee. Staff assistance shall be provided as needed.

The Executive Committee is responsible for calling all PC Representatives the night prior to the full-body meeting as a reminder and to ensure quorum is met. The committee can also assign themselves other tasks or duties that support the overall planning or coordination as seen fit and that is approved by staff. Vacancies in office of executive board members or Chair of Standing Committees shall be filled by appointment of the Chairperson for the unexpired term for the specific vacancy and approved by the PC. All resignations shall be submitted to the Chair in writing.

## **I. PTA Liaison**

The PC will elect or appoint a PTA Liaison who will attend the 32<sup>nd</sup> district PTA meetings and report back to the full Policy Council.



## **J. EOC Liaison**

The PC will elect or appoint an EOC Liaison from among the current or approved past parents. This liaison will attend the CSB Economic Opportunity Council meetings and report back to the full Policy Council.

## **K. Officer Elections**

The following procedures shall govern PC officer elections:

1. The general membership shall elect a Chairperson, Vice-Chairperson, Secretary and Parliamentarian from among current Head Start parents and/or approved past parents on the Policy Council.
2. Nominations for the officers shall be made by the general membership.
3. No more than two of the officers elected can be past parents of the program.
4. Elections must be by secret ballot. Only PC representatives shall have voting privileges.
5. Office vacancies may be filled by the PC at any regular meeting.
6. Terms of office: All officers will serve for a term of one year, from October-September.

## **L. Meetings**

The following procedures shall govern PC meetings:

1. The PC shall hold at least 9 meetings a year. Meetings are scheduled to encourage parent participation.
2. The Chairperson may call special meetings of the Policy Council. In the case of a special meeting, twenty-four hour written notice shall be given to all Policy Council members, unless notice has been appropriately waived.
3. All meetings of the PC and its committees shall be held in accordance with the Brown Act and the Contra Costa County Better Government Ordinance.
4. The By-laws may be suspended by a two-thirds vote of those present at the regularly scheduled meeting.
5. PC representatives shall attend all Council meetings. In the absence of a representative, an alternate shall attend the meeting, thereby ensuring that each center is represented at all times. Alternates can be any parent from the center or program option of the elected representative.

6. If a representative has had two consecutive unexcused absences (unexcused defined as a representative who is not in attendance, and did not notify Early Head Start or Head Start staff, or any other Policy Council member or Executive Officer), the center will be notified and can choose to terminate the representative and elect a new representative. If the representative resigns, the center shall elect another representative (must be included in the center parent meeting minutes); thus ensuring that the center is represented at all times (see bylaw G, *Terms of Resignation*). The center must notify the Secretary of the Council of any changes in representation and, in cases of excessive absenteeism, provide a response about the course of action they would like to take (see By Law G, *Termination of Membership*).
7. The elected representative shall secure an alternate in case she/he cannot attend the meeting. The representative shall give twenty-four hour notice to an alternate and the site, unless unforeseen circumstances prevent it. The Site Supervisors shall ensure that each center is represented.
8. A quorum must be established to conduct a meeting and vote on action items. A quorum is defined as 25% of the full membership. At least 51% of council representatives present must be currently enrolled parents.

#### **M. Standing and Ad-Hoc Committee Make-up**

The standing committees are: Executive Committee, Fiscal Committee, Self-Assessment Committee, Personnel/Interview Panel Committee, and Ongoing Monitoring/Program Services Committee. Ad-Hoc Committees are: By-Laws Committee and Policies and Procedures Committee. Each committee should maintain at least four members. All committees must keep minutes, which are to be shared with the Council. The committee member shall give an oral report at the next regular PC meeting. The Chairperson must be informed of all meetings and activities. Staff assistance shall be provided as needed.

#### **N. Conference/ Association Representation**

Representatives attending conferences and out-of-area meetings are expected to attend all possible workshop sessions and general sessions offered. Conference Summary Sheets must be completed for sessions attended. Upon return conference attendees will be asked to present a conference summary at the Executive Committee meeting and to the full Council of what was learned from the conference/meeting. They will be given a per diem allotment for meals and ground transportation, and reimbursed for childcare expenses. **Liquidation of Cash Advances** requires that all receipts must be submitted to the appropriate PC staff person no more than 7 days after return from travel.

- a. If receipts are not received within the 7 day timeframe, a verbal reminder will be given via the CSM responsible for Policy Council.
- b. If receipts are still not received after 14 days, a certified letter will be sent to the representative and a copy will be maintained in the CSB PC travel files.

- c. Failure to return receipts within the allotted time will prevent the opportunity to attend future conferences and can prevent reimbursement for other PC activities until the account is settled.

#### **O. Standards of Conduct:**

Each year, newly elected Policy Council representatives are required to sign the County Code of Conduct, mandated for all County advisory and governing bodies as well as CSB's Standards of Conduct for business travel. Each member is required to abide by the codes.

PC representatives, in their role as volunteers with the program, will abide by the Contra Costa County Community Services Bureau Reporting Policies and Procedures to Child Protective Services and State Community Licensing.

If a PC member violates the Standards of Conduct, the following may take place:

Member may be temporarily dismissed from their duties while the misconduct is under investigation.

Investigations of concerns can include interviews or reviews of written reports regarding the member.

CSB staff and Policy Council Executive Committee will review the nature of the misconduct and make recommendations to resume membership or consider approval to terminate membership. Discussions of misconduct will be held in closed session.

#### **O. Amendments**

All actions shall be made by a majority of representatives present. Proposed amendments of these by-laws may be initiated by action of the PC. Proposed amendments shall be presented to members, at least one business meeting before the Council meeting at which they are to be acted upon. Staff shall be responsible for seeing that the proposed amendments are posted at each center for at least ten days.

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
HEAD START POLICY COUNCIL BY-LAWS

**A. Statement of Purpose**

The purpose of this council is to serve as part of a shared decision making process. This Community Services Bureau Policy Council (PC) is to serve as the link among public and private organizations, the Grantee and Delegate Agencies, the communities served, and the parents of children enrolled. CSB merged many of the federally funded Head Start and the State funded Child Development programs into a unified program to better serve more full day, full year families. Consequently, this council will make decisions affecting the Child Development program. The Policy Council will assist in the planning and coordination of the Head Start, Early Head Start, and Child Development programs in the County of Contra Costa in the State of California.

**B. Procedure**

The Policy Council and parent committees must use a simplified form of Robert's Rules of Order.

**C. Duties and Responsibilities**

The CSB Policy Council is responsible for the following major functions:

1. General Responsibility - responsible for establishing a method of hearing and resolving community concerns about the program.
2. Must approve or disapprove actions before they are finalized or actions can be taken about program changes. The PC must also have been consulted in the decision-making process prior to the point of seeking approval.

1304.50(d)(1)(i) All funding applications and amendments to funding applications for Early Head Start and Head Start, including administrative services, prior to the submission of such applications to the grantee (in the case of Policy Committees) or to HHS (in the case of Policy Councils);

1304.50(d)(1)(ii) Procedures describing how the governing body and the appropriate policy group will implement shared decision-making;

1304.50(d)(1)(iv) The program's philosophy and long and short range program goals and objectives (see 45CFR 1304.51(a) and 45CFR 1305.3 for additional requirements regarding program planning);

- 1304.50(d)(1)(v) The selection of delegate agencies and their service areas (this regulation is binding on Policy Councils exclusively)(see 45 CFR 1301.33 and 45 CFR 1305.3(a) for additional requirements about delegate agency and service area selection, respectively);
- 1304.50(d)(1)(vi) The composition of the Policy Council or the Policy Committee and the procedures by which policy group members are chosen;
- 1304.50(d)(1)(vii) Criteria for defining recruitment, selection, and enrollment priorities, in accordance with the requirements of 45 CFR part 1305;
- 1304.50(d)(1)(viii) The annual self-assessment of the grantee or delegate agency's progress in carrying out the programmatic and fiscal intent of its grant application, including planning or other actions that may result from the review of the annual audit and findings from the Federal monitoring review (see 45 CFR 1304.51(l) for additional requirements about the annual self-assessment);
- 1304.50(d)(1)(ix) Program Personnel policies and subsequent changes to those policies, in accordance with 45 CFR 1301.31, including standards of conduct for program staff consultants, and volunteers;
- 1304.50(d)(1)(x)(xi) Decisions to hire or terminate the Early Head Start or Head Start director of the grantee or delegate agency; and decisions to hire or terminate any person who works primarily for the Early Head Start or Head Start program of the grantee or delegate agency.

3. In addition, the CSB PC shall:

- 1304.50(d)(2)(i) Serve as a link to the Parent Committees, grantee and delegate agency governing bodies, public and private organizations, and the communities they serve;
- 1304.50(d)(2)(ii) Assist Parent Committees in communicating with parents enrolled in all program options to ensure that they understand their rights, responsibilities, and opportunities in Early Head Start and Head Start to encourage their participation in the program;
- 1304.50(d)(2)(iii) Assist Parent Committees in planning, coordinating, and organizing program activities for parents with the assistance of staff, and ensuring that funds set aside from program budgets are used to support parent activities;

- 1304.50(d)(2)(iv) Assist in recruiting volunteer services from parents, community residents, and community organizations, and assist in the mobilization of community resources to meet identified needs; and
- 1304.50(d)(2)(v) Establish and maintain procedures for working with the grantee or delegate agency to resolve community complaints about the program.

The Policy Council will comply with the existing Appendix A requirements and the new 2007 Head Start legislation as guidance is provided. Any changes that will affect bylaws will be brought to Policy Council for explanation and consideration of approval.

#### **D. General Membership**

- 1304.50(b)(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled Head Start/Early Head Start children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).
- 1304.50(a)(3) All Policy Councils, Policy Committees, and Parent Committees must be established as early in the program year as possible. Grantee Policy Councils and delegate Policy Committees may not be dissolved until successor Councils or Committees are elected and seated.
- 1304.50(a)(4) When a grantee has delegated the entire Head Start program to one delegate agency, it is not necessary to have a Policy Committee in addition to a grantee agency Policy Council.
- 1304.50(b)(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.
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1304.50(f) Policy Council, Policy Committee, and Parent Committee reimbursement. Grantee and delegate agencies must enable low-income members to participate fully in their group responsibilities by providing, if necessary, reimbursements for reasonable expenses incurred by the members (i.e. childcare and transportation).

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Parents requesting reimbursement should complete and submit Form CSB 325 to the Clerk of the Policy Council who will verify the request and determine the amount of reimbursement. After approval is received from the CSM for Policy Council, a check will be issued, no later than 30 days after the request.

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#### **H. Members**

##### **1. Composition:**

Policy Council composition is reviewed annually to ensure that it meets the General Membership guidelines of HSPS 1304.50(b)(2). Consideration is given to the number of Head Start and Early Head Start currently enrolled children, along with program options (Full Day, Part Day, and Home Base). The following steps explain the determination of PC composition:

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Approved by the Policy Council: 9/26/01, 8/15/02, 8/12/03, 9/25/04, 8/17/05, 8/16/06, 8/15/07, 8/20/08, 08/19/09, 8/18/10, 08/17/11, 9/29/12)

Based on current slot map, determine the total HS/EHS slots for each site by program options (HS/Full Day, HS/Part Day, EHS/FD, and Home Base (EHS/HS collectively). Calculate the percentage of each program option (multiply the number of program option slots for each site by the total number of slots). This will give you the percentage of membership that each option should represent.

The percentage of membership for currently enrolled families is multiplied by the total number of currently enrolled representatives (based on 1 PC representative for every 60 HS/EHS slot per site calculation). Using the formula  $1/60$ , the number of currently enrolled representatives is set at 39. The following table reflects the breakdown of currently enrolled families by program option:

Head Start Part Day 29%	9 Representatives
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## *2. Procedures for Electing Community Representatives to the Policy Council:*

Community representatives are drawn from the local community. They are made up of past parents and representatives from local community agencies. All Community Representatives must be elected by the policy council. Membership for Individual Community Representatives is also limited to 3 one-year terms (1304.50(b)(5)).

### Past Parent Community Representatives

The past parent representatives must submit a letter to the Policy Council requesting consideration to be a community representative. Letters are read during a business meeting, and the Policy Council must vote to approve the parent's request. If the Policy Council receives more requests than vacancies, all letters are read for consideration, and the Policy Council votes, and the majority decision rules.

### Community Agency Representatives

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### *Termination of Membership*

A member may be terminated by a 2/3 vote at any regular meeting for reasons of misconduct or excessive absenteeism. If the termination is in regards to excessive absenteeism, this vote will take place only after a notice has been sent to the member's center (see By-Law K,6) and the center has provided a response as to the course of action they would like to take regarding this matter. The termination must be properly agendized in compliance with the Brown Act and the Contra Costa County Better Government Ordinance and any other applicable local, state or federal regulations. The member will be notified in writing of their termination from the PC. If the termination of membership is due to a change in enrollment status or withdrawal from program, please refer to guidance under *Terms of Resignation*.

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Executive Committee: The officers are elected annually at the PC meeting in October. Their role is to participate in the planning of the general meetings; review previous month's minutes, set the agenda, and help in the overall planning along with staff. The Executive also conducts business in emergency matters or if a majority of the members cannot meet. A quorum of 51% of current Executive Committee members, excluding vacancies, will be required to make a program decision on behalf of the general membership. In this case, all Executive Committee decisions must be ratified by the full body of the CSB PC at the next regularly scheduled meeting.

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Each officer must be an active member, Chair or Vice-Chair of at least one committee.

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The Vice-Chairperson: The Vice-chairperson shall perform duties as the Chairperson of the PC may designate. In the absence of the Chairperson, the Vice-chairperson shall perform all of the duties of the Chairperson.

Secretary: The Secretary shall be responsible for PC sign-ins at the monthly PC meetings and monitor attendance via the sign-in sheets. The Secretary shall declare whether a quorum exists by analyzing the sign-in sheets at the beginning of each meeting. The Secretary shall monitor attendance and inform the Chairperson when intervention is necessary. He/she shall read any correspondence at PC meetings. He/she shall check for any corrections or clarification on previous month's minutes, and seek approval of minutes. The Secretary shall also prepare minutes of the meeting and ensure that the meeting is recorded. Staff assistance shall be provided as needed.

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## **I. PTA Liaison**

The PC will elect or appoint a PTA Liaison who will attend the 32<sup>nd</sup> district PTA meetings and report back to the full Policy Council.

## **J. EOC Liaison**

The PC will elect or appoint an EOC Liaison from among the current or approved past parents. This liaison will attend the CSB Economic Opportunity Council meetings and report back to the full Policy Council.

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The following procedures shall govern PC officer elections:

1. The general membership shall elect a Chairperson, Vice-Chairperson, Secretary and Parliamentarian from among current Head Start parents and/or approved past parents on the Policy Council.
2. Nominations for the officers shall be made by the general membership.
3. No more than two of the officers elected can be past parents of the program.
4. Elections must be by secret ballot. Only PC representatives shall have voting privileges.
5. Office vacancies may be filled by the PC at any regular meeting.
6. Terms of office: All officers will serve for a term of one year, from October-September.

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The following procedures shall govern PC meetings:

1. The PC shall hold at least 9 meetings a year. Meetings are scheduled to encourage parent participation.
2. The Chairperson may call special meetings of the Policy Council. In the case of a special meeting, twenty-four hour written notice shall be given to all Policy Council members, unless notice has been appropriately waived.
3. All meetings of the PC and its committees shall be held in accordance with the Brown Act and the Contra Costa County Better Government Ordinance.
4. The By-laws may be suspended by a two-thirds vote of those present at the regularly scheduled meeting.
5. PC representatives shall attend all Council meetings. In the absence of a representative, an alternate shall attend the meeting, thereby ensuring that each center is represented at all times. Alternates can be any parent from the center or program option of the elected representative.

6. If a representative has had two consecutive unexcused absences (unexcused defined as a representative who is not in attendance, and did not notify Early Head Start or Head Start staff, or any other Policy Council member or Executive Officer), the center will be notified and can choose to terminate the representative and elect a new representative. If the representative resigns, the center shall elect another representative (must be included in the center parent meeting minutes); thus ensuring that the center is represented at all times (see bylaw G, *Terms of Resignation*). The center must notify the Secretary of the Council of any changes in representation and, in cases of excessive absenteeism, provide a response about the course of action they would like to take (see By Law G, *Termination of Membership*).
7. The elected representative shall secure an alternate in case she/he cannot attend the meeting. The representative shall give twenty-four hour notice to an alternate and the site, unless unforeseen circumstances prevent it. The Site Supervisors shall ensure that each center is represented.
8. A quorum must be established to conduct a meeting and vote on action items. A quorum is defined as 25% of the full membership. At least 51% of council representatives present must be currently enrolled parents.

#### **M. Standing and Ad-Hoc Committee Make-up**

The standing committees are: Executive Committee, Fiscal Committee, Self-Assessment Committee, Personnel/Interview Panel Committee, and Ongoing Monitoring/Program Services Committee. Ad-Hoc Committees are: By-Laws Committee and Policies and Procedures Committee. Each committee should maintain at least four members. All committees must keep minutes, which are to be shared with the Council. The committee member shall give an oral report at the next regular PC meeting. The Chairperson must be informed of all meetings and activities. Staff assistance shall be provided as needed.

#### **N. Conference/ Association Representation**

Representatives attending conferences and out-of-area meetings are expected to attend all possible workshop sessions and general sessions offered. Conference Summary Sheets must be completed for sessions attended. Upon return conference attendees will be asked to present a conference summary at the Executive Committee meeting and to the full Council of what was learned from the conference/meeting. They will be given a per diem allotment for meals and ground transportation, and reimbursed for childcare expenses. **Liquidation of Cash Advances** requires that all receipts must be submitted to the appropriate PC staff person no more than 7 days after return from travel.

- a. If receipts are not received within the 7 day timeframe, a verbal reminder will be given via the CSM responsible for Policy Council.
- b. If receipts are still not received after 14 days, a certified letter will be sent to the representative and a copy will be maintained in the CSB PC travel files.

- c. Failure to return receipts within the allotted time will prevent the opportunity to attend future conferences and can prevent reimbursement for other PC activities until the account is settled.

#### **O. Standards of Conduct:**

Each year, newly elected Policy Council representatives are required to sign the County Code of Conduct, mandated for all County advisory and governing bodies as well as CSB's Standards of Conduct for business travel. Each member is required to abide by the codes.

PC representatives, in their role as volunteers with the program, will abide by the Contra Costa County Community Services Bureau Reporting Policies and Procedures to Child Protective Services and State Community Licensing.

If a PC member violates the Standards of Conduct, the following may take place:

Member may be temporarily dismissed from their duties while the misconduct is under investigation.

Investigations of concerns can include interviews or reviews of written reports regarding the member.

CSB staff and Policy Council Executive Committee will review the nature of the misconduct and make recommendations to resume membership or consider approval to terminate membership. Discussions of misconduct will be held in closed session.

#### **O. Amendments**

All actions shall be made by a majority of representatives present. Proposed amendments of these by-laws may be initiated by action of the PC. Proposed amendments shall be presented to members, at least one business meeting before the Council meeting at which they are to be acted upon. Staff shall be responsible for seeing that the proposed amendments are posted at each center for at least ten days.



Contra  
Costa  
County

To: Board of Supervisors  
From: Robert Campbell  
Date: February 25, 2014

Subject: DISTRIBUTION OF STATE HIGHWAY PROPERTY RENTAL REVENUE

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to distribute the 2012-13 State Highway property rental revenue in the amount of \$234,147.11 to the County Road Fund and to eligible cities pursuant to the provisions of Section 104.10 of the Streets and Highways Code, as follows: County Road Fund \$229,827.11; City of Lafayette \$4,320.00.

**FISCAL IMPACT:**

This action has no impact on the General Fund; the County Road Fund will receive \$ 229,827.11.

**BACKGROUND:**

Section 104.6 of the Streets and Highways Code authorizes the State Department of Transportation to lease any lands it holds which are not presently needed for State Highway purposes and provides that 24 percent of such rental revenue shall be allocated pursuant to Section 104.10. Section 104.13 provides that all funds distributed to the County shall be deemed to be in full or partial payment of the possessory interest taxes due on such leased properties. The recommended distribution is in accordance with these State laws.

**CONSEQUENCE OF NEGATIVE ACTION:**

The funds will not be distributed.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Marie Rulloda (925)  
646-2225

By: , Deputy

CHILDREN'S IMPACT STATEMENT:

Not applicable.

DISTRIBUTION OF 2012-13 HIGHWAY PROPERTY RENTAL REVENUE  
(Right of Way Rental Income)

County Road Fund	\$229,827.11
City of Lafayette	<u>\$4,320.00</u>
<b>TOTAL</b>	<u><u>\$234,147.11</u></u>





Contra  
Costa  
County

To: Board of Supervisors

From: David Twa

Date: February 25, 2014

Subject: CONTINUE Extension of Emergency Declaration Regarding Homelessness

**RECOMMENDATION(S):**

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Government Code Section 8630 required that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. In no event is the review to take place more than 21 days after the previous review.

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Lavonna Martin,  
925-313-6736

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors would not be in compliance with Government Code Section 8630.

CHILDREN'S IMPACT STATEMENT:

None.



Contra  
Costa  
County

To: Successor to the Redevelopment Agency

From: Catherine Kutsuris

Date: February 25, 2014

Subject: Approval of Administrative Budget and ROPS  
14-15A

**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2014/58, approving an administrative budget for the period July 1, 2014 through June 30, 2015 ("FY 14-15 Administrative Budget") and the Recognized Obligation Payment Schedule for the period of July 1, 2014 – December 31, 2014 ("ROPS 14-15A"), both of which are attached as Exhibit A and Exhibit B, respectively
2. FIND that the ROPS is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
3. DIRECT the Director of Conservation and Development to file a Notice of Exemption with the County Clerk and pay the filing fee.

**FISCAL IMPACT:**

None to the General Fund. Since dissolution of the Contra Costa County Redevelopment Agency (the "Dissolved RDA"), tax increment is now deposited in the Redevelopment Property Tax Trust Fund ("RPTTF"), which is administered by the County Auditor Controller. Distributions are made semi-annually from the RPTTF by the County Auditor Controller to the Successor Agency to fund the Successor Agency's administrative budget and Recognized Obligation Payment Schedule. These funds are distinct and separate from other funds used by the Department of Conservation and Development. According to state law, any obligation of the Successor Agency that cannot be funded by the RPTTF would not be an obligation of the County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **02/25/2014** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES \_\_\_\_\_ NOES \_\_\_\_\_

ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

RECUSE \_\_\_\_\_

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

ATTESTED: February 25, 2014

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

Contact: Maureen Toms, 674-7878

By: , Deputy

cc:

## BACKGROUND:

### Administrative Budget

According to Health & Safety Code Section 34177 of Assembly Bill x1 26 (the "Dissolution Act"), the Successor Agency staff prepares a draft administrative budget and submits it to the Oversight Board for approval. Prior to the Oversight Board's approval of the administrative budget, the Board of Supervisors, acting in the capacity as the governing board of the Successor Agency for the Contra Costa County Redevelopment Agency, should review the proposed administrative budget.

The state statute specifies a minimum administrative cost allowance to the Successor Agency for its administrative costs, using a percentage of property tax revenue allocated by the County Auditor Controller to the Successor Agency to meet enforceable obligations. The County Auditor Controller calculates the allowance using three percent of the distribution to be received by the Successor Agency from the Redevelopment Property Tax Trust Funds (RPTTF) or \$250,000 for the fiscal year, whichever amount is greater. The County Auditor Controller general practice has been to provide all successor agencies in the County with the statutory minimum administrative cost allowance in the amount of \$250,000 along with the July 1st RPTTF distribution. The County Auditor Controller will distribute a supplemental administrative cost allowance along with the January 2nd RPTTF distribution in cases where three percent of a successor agency's RPTTF distribution for the fiscal year is greater than \$250,000.

The Fiscal Year 2014-15 administrative budget is attached (see Exhibit A). The Successor Agency estimates that it will receive an administrative cost allowance equal to three percent of the Successor Agency's RPTTF distribution or approximately \$302,000 for the entire Fiscal Year 2014-15. The budget assumes the minimum \$250,000 annual administrative cost allowance will be received in July 2014, with the remaining \$52,000 received in January 2015. Some Successor Agency staff costs will be project-related and will be charged to non-administrative enforceable obligations (e.g. management of construction projects) shown on the Recognized Obligation Payment Schedules (ROPSs). These non-administrative and project management costs are estimated to contribute \$104,833 in revenue for the administrative budget in Fiscal Year 2014-15.

### Recognized Obligation Payment Schedule 14-15A

Beginning in Fiscal Year 2013-14, the DOF implemented a new naming convention for ROPS prepared for each six-month spending period. The ROPS for the July 1, 2014 to December 31, 2014 time period is the sixth ROPS prepared by the Successor Agency. This sixth ROPS is named "ROPS 14-15A" according to the DOF naming convention. This naming convention helps the DOF determine which six-month period of the fiscal year is covered by the ROPS. ROPS 14-15A covers the first half of Fiscal Year 14-15 and ROPS 14-15B covers the second half.

Resolution No. 2014/58 adopts ROPS 14-15A, which is included as Exhibit B to this report. After adoption by the Successor Agency, ROPS 14-15A will be submitted to the Oversight Board for approval. The Oversight Board is scheduled to meet on February 26, 2014. As required under Health and Safety Code Section 34179.6, ROPS 14-15A will be submitted to the State Controller's Office, DOF and the County Auditor-Controller, and will be posted on the Successor Agency's website. The DOF must receive ROPS 14-15A no later than March 1, 2014.

Assembly Bill 1484, the Dissolution Act "clean-up" legislation, became law on June 27, 2012. It provides a 45-day review period for the DOF once the Oversight Board has approved the ROPS. Within five days of the DOF decision on a ROPS, a Successor Agency may request a meet and confer with the DOF to discuss any disputed items.

ROPS 14-15A authorizes all payments to be made by the Successor Agency for enforceable obligations for the six-month time period between July 1, 2014 and December 31, 2014. The payments noted on the ROPS are estimates. In most cases, assumptions made for ROPS 14-15A were based on actual expenditures in the prior ROPS and expected expenditures in ROPS 14-15A.

The title page of ROPS 14-15A shows enforceable obligations require a \$5,339,255 distribution from the Successor

Agency's RPTTF. This amount assumes the RPTTF has already set aside pass-through payments to taxing entities and administrative costs for the County Auditor Controller. In cases where the Auditor Controller determines that RPTTF revenue is not sufficient to meet ROPS obligations, the Auditor Controller will make distributions from the RPTTF according to the priorities established by the Dissolution Act. These priorities are as follows: 1) tax allocation bond debt service payments, 2) pass thru payments, 3) other ROPS obligations, and 4) administrative allowance. In a case where there is residual RPTTF after payment of these priorities, this residual revenue would be distributed to the taxing entities based on their tax rates for properties located within the project area.

On July 18, 2013, the Department of Finance issued the Successor Agency a "Finding of Completion" pursuant to Health and Safety Code Section 34179.7. As a result of the issuance of the Finding of Completion, the Successor Agency is authorized to: (1) place loan agreements between the dissolved RDA and the County on the ROPS; (2) utilize proceeds derived from non-housing bonds issued prior to January 1, 2011, in a manner consistent with the original bond covenants; and (3) dispose of properties owned by the Former RDA pursuant to a long-range property management plan approved by the Successor Agency's Oversight Board and the DOF.

ROPS 13-14B relisted several bond-funded projects; including project management costs as allowed under Section 34191.4(c) which were rejected by DOF in the prior ROPS (see Lines 10, 14, 17, 20, 21, 22, 23, 24, 95). In addition to the bond-funded projects, ROPS 13-14B also committed housing bond proceeds derived from indebtedness obligations that were issued prior to January 1, 2011 to fund affordable housing projects as authorized under Health and Safety Code Section 34176(g)(1) (see Lines 111 through 120). The housing bond proceeds were committed to affordable housing projects consistent with the housing bond covenants through subsequent action by the Housing Successor.

There are currently two outstanding loans from the County that need repayment, including the Montalvin Manor loan #59 and State Supplemental Educational Revenue Fund (SERAF) repayment (#74). According to Section 34191.4(b)(2)(A), the maximum repayment amount authorized each fiscal year for repayments must be equal to one-half of the increase between the amount distributed to the taxing in a particular fiscal year and the amount distributed to taxing entities pursuant to that paragraph in the 2012-13 base year. In the base year of 2012-13, the County Auditor Controller made a total residual distribution of \$359,755.05, the entire amount of which was distributed in July 2012 and no residual distribution was made in January 2013. The County Auditor Controller made a total residual distribution of \$359,395.52 for 2013-14, the entire amount of which was paid in July 2013 with no residual distribution in January 2014. Since there was no increase in residual distribution between FY2013-14 and the 2012-13 base year, the Successor Agency is not requesting loan payments at this time, but will consider including loan repayment in the next ROPS. Since the SERAF loan was borrowed from the low and moderate income housing fund (LMIHF), it will need to be repaid before other loans, as required by statute.

ROPS 13-14B also relisted the Fiscal Agreement with the East Bay Regional Park District (EBRPD) (see Line 65). The DOF denied this obligation previously, but the District was unable to participate in the meet-and-confer process to have DOF reconsider its decision. The DOF again denied this item in ROPS 13-14B, but indicated it would be eligible for reimbursement after the improvements proposed for the EBRPD's Lone Tree Point property are completed. The enforceable obligation is listed on ROPS 14-15A, however no RPTTF revenue is requested at this time.

#### Environmental Review

The actions set forth in Resolution No. 2014/58 as summarized above, are exempt under Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (the "CEQA") in that it can be seen with a certainty that the actions will not have a significant adverse impact on the environment. The actions are required to continue a governmental funding mechanism for financial obligations of the former Redevelopment Agency and to perform the statutorily mandated unwinding of the assets, liabilities, and functions of the Dissolved RDA pursuant to the Dissolution Act. A Notice of Exemption will be filed with the County Clerk in accordance with the CEQA guidelines.

#### CONSEQUENCE OF NEGATIVE ACTION:

Failure to adopt the resolution would require the Board to consider other options for providing and funding staff support for the Successor Agency. Without approving the Recognized Obligation Payment Schedule for the period July through December 2014, the County Auditor-Controller would not be able to allocate funds to the Successor Agency for staffing services and payment of recognized obligations during this six-month period, and the Successor Agency would risk defaulting on enforceable obligations.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

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

Adopted this Resolution on 02/25/2014 by the following vote:

**AYES:** ☐

**NOES:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2014/58**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA ACTING AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY FOR THE CONTRA COSTA COUNTY REDEVELOPMENT, A SEPARATE LEGAL ENTITY, APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY THROUGH DECEMBER 2014 ("ROPS 14-15A") AND THE ADMINISTRATIVE BUDGET FOR THE 2014-15 FISCAL YEAR, AND DIRECTING THE COUNTY ADMINISTRATOR TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE REQUIREMENTS ASSOCIATED WITH THIS APPROVAL

WHEREAS, pursuant to ABx1 26 (as amended by AB 1484, the "Dissolution Act"), the separate legal entity known as the Successor Agency of the Contra Costa County Redevelopment Agency (the "Successor Agency") must prepare "Recognized Obligation Payment Schedules" ("ROPS") that enumerate the enforceable obligations and expenses of the Successor Agency for each successive six-month fiscal period until the wind down and disposition of assets of the dissolved Contra Costa County Redevelopment Agency (the "Dissolved RDA") has been completed; and

WHEREAS, the Successor Agency staff has prepared a ROPS for the six-month fiscal period commencing on July 1, 2014 and continuing through December 31, 2014 ("ROPS 14-15A"); and

WHEREAS, the Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2014 and continuing through June 30, 2015 ("FY 14-15 Administrative Budget"); and

WHEREAS, the Successor Agency is entitled to an administrative cost allowance (the "Administrative Cost Allowance") pursuant to Health and Safety Code Sections 34171(b) and 34183(a)(3) in the approximate amount of \$302,000 for the 2014-15 fiscal year of which approximately \$250,000 will be disbursed during the ROPS 14-15A period; and

WHEREAS, under the Dissolution Act, ROPS 14-15A and the FY 14-15 Administrative Budget must be approved by the Successor Agency's oversight board (the "Oversight Board") to enable the Successor Agency to continue to make payments on enforceable obligations and to pay for administrative costs of the Successor Agency; and

WHEREAS, the Board of Supervisors, acting as the Governing Board of the Successor Agency, has considered and desires to approve the following documents, copies of which are on file with the Clerk of the Board of Supervisors (acting on behalf of the Successor Agency):

1. The ROPS 14-15A; and
2. The FY 14-15 Administrative Budget; and

WHEREAS, the ROPS 14-15A and the FY 14-15 Administrative Budget will be submitted by the Successor Agency to the Oversight Board for the Oversight Board's approval in accordance with Health and Safety Code Sections 34177 and 34180(g); and

WHEREAS, the ROPS 14-15A and the FY 14-15 Administrative Budget will also be submitted by the Successor Agency to the Contra Costa County Administrative Officer, the Contra Costa County Auditor Controller, and the State Department of Finance in accordance with Health and Safety Code Section 34179.6; and

WHEREAS, approval of the ROPS 14-15A and the FY 14-15 Administrative Budget is exempt from the requirements of the California Environmental Quality Act and the applicable state and local implementing guidelines ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3); and

WHEREAS, the accompanying staff report provides supporting information upon which the actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, acting as the Governing Board of the Successor Agency and in accordance with the Dissolution Act, hereby finds, resolves, and determines that the foregoing recitals are true and correct, and, together with information provided by the Successor Agency staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below;

BE IT FURTHER RESOLVED that the Board of Supervisors finds and determines that its approval of the ROPS 14-15A and the FY 14-15 Administrative Budget is exempt from the requirements of CEQA, and the Successor Agency Executive Director, or the Executive Director's designee, is authorized to file the appropriate notice of exemption with respect to the approval of the ROPS 14-15A and the FY 14-15 Administrative Budget in accordance with CEQA;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves the ROPS 14-15A and the FY 14-15 Administrative Budget, in the respective forms on file with the Clerk of the Board of Supervisors (acting on behalf of the Successor Agency);

BE IT FURTHER RESOLVED that the Successor Agency is authorized and directed to enter into any agreements and amendments to agreements consistent with the Dissolution Act and necessary to memorialize and implement the agreements and obligations in ROPS 14-15A and the FY 14-15 Administrative Budget as herein approved by the Successor Agency;

BE IT FURTHER RESOLVED that the Board of Supervisors hereby authorizes and directs the Successor Agency staff, acting on behalf of the Successor Agency, to file, post, mail or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all notices and transmittals necessary or convenient in connection with the approval of the ROPS 14-15A and the FY 14-15 Administrative Budget, and to take any other actions necessary to ensure the validity of the ROPS 14-15A and the validity of any enforceable obligation listed thereon and the validity of the FY 14-15 Administrative Budget and corresponding Administrative Cost Allowance. In addition, the Board of Supervisors authorizes and directs the Successor Agency staff to make such non-substantive revisions to ROPS 14-15A as may be necessary to submit ROPS 14-15A in any modified form required by the DOF, and ROPS 14-15A as so modified shall thereupon constitute ROPS 14-15A as approved by the Board of Supervisors pursuant to this Resolution;

BE IT FURTHER RESOLVED that nothing in this Resolution shall abrogate, waive, impair or in any other manner affect the right or ability of the County, as a political subdivision of the State of California, or the Successor Agency, as a separate legal entity, to initiate and prosecute any litigation with respect to any agreement or other arrangement of the Dissolved RDA, including, without limitation, any litigation contesting the purported invalidity of such agreement or arrangement pursuant to the Dissolution Act; and

BE IT FURTHER RESOLVED that this Resolution shall take effect at the time and in the manner prescribed in Health and Safety Code Section 34179(h).

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

**ATTESTED: February 25, 2014**

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

**Contact: Maureen Toms, 674-7878**

By: , Deputy

**cc:**



EXHIBIT A- Administrative Budget

	line	14-15A	14-15B	Total
<b>Admin/Non Admin Staff Expenses</b>				
TOTAL ADMIN EXPENSES		\$203,200	\$203,200	\$406,400
<b>Revenue</b>				
Administrative Cost Allowance	94	\$250,000	\$52,000	\$302,000
EO (Non Admin + Project Mgmt)		\$64,917	\$39,917	\$104,833
TOTAL ADMIN REVENUES		\$314,917	\$91,917	\$406,833
<b>SURPLUS/(DEFICIT)</b>				
		\$111,717	-\$111,284	\$433
<b>Project Management Enforceable Obligations</b>				
Rodeo Bond Project	24	\$20,000	\$0	\$20,000
IHT Properties	87	\$5,000	\$0	\$5,000
Transit Village Project Management	89	\$15,000	\$15,000	\$30,000
IH Remediation Project Management	105	\$5,000	\$5,000	\$10,000
Successor Housing (project Costs)		\$19,125	\$19,125	\$38,250
JPA Administration (non-ROPS item)		\$792	\$792	\$1,583
		\$64,917	\$39,917	\$55,000

Notes

Salary/Overhead amounts include project management costs.

2/11/2014

Recognized Obligation Payment Schedule (ROPS 14-15A) - Summary

Filed for the July 1, 2014 through December 31, 2014 Period

Name of Successor Agency:	Contra Costa County
Name of County:	Contra Costa

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A	Sources (B+C+D):	\$ 2,648,481
B	Bond Proceeds Funding (ROPS Detail)	1,483,011
C	Reserve Balance Funding (ROPS Detail)	1,165,470
D	Other Funding (ROPS Detail)	-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 5,339,255
F	Non-Administrative Costs (ROPS Detail)	5,089,255
G	Administrative Costs (ROPS Detail)	250,000
H	Current Period Enforceable Obligations (A+E):	\$ 7,987,736

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	5,339,255
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(1,362,475)
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 3,976,780

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	5,339,255
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	5,339,255

Certification of Oversight Board Chairman:  
Pursuant to Section 34177(m) of the Health and Safety code, I  
hereby certify that the above is a true and accurate Recognized  
Obligation Payment Schedule for the above named agency.

_____ Name	_____ Title
/s/ _____ Signature	_____ Date

Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail July 1, 2014 through December 31, 2014 (Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 223,359,972		\$ 1,483,011	\$ 1,165,470	\$ -	\$ 5,089,255	\$ 250,000	\$ 7,987,736
1	1:4 Contract for Development	OPA/DDA/Constructi	12/31/2009	12/31/2013	Keyser Marston Assoc	Financial services for property	C	-	Y						\$ -
2	1:5 Homebuyer Resale Transaction	Property Maintenance	5/15/2007	12/29/2028	Contra Costa County	Acquisition/rehabilitation	BP,NR,R	24,068	N		8,500				\$ 8,500
4	1:9 Youth Homes Facility	OPA/DDA/Constructi on	6/25/2008	12/29/2028	Contra Costa County	Relocation costs	BP	55,037	N		55,037				\$ 55,037
5	1:11 Heritage Point Prop Disposn Exp	OPA/DDA/Constructi on	4/12/2011	7/14/2028	CHDC	Phase II of NR Town Center	NR	-	Y						\$ -
7	1:14 Contracts - Relocation/Maintenance	OPA/DDA/Constructi on	6/15/2006	12/29/2028	Contra Costa County	Orbisonia Heights	BP	20,856	N		20,856				\$ 20,856
10	2:3 Placemaking Transit Village	OPA/DDA/Constructi on	12/19/2005	7/10/2026	AvalonBay	Placemaking improvements (e.g, parks, etc)	C	565,733	N	565,733					\$ 565,733
14	2:8 Re-authorized Contract for Capital Imprv	Improvement/Infrastr ucture	4/18/2012	7/10/2026	Contra Costa County	CCC Infrastructure improvements	C	162,193	N	162,193					\$ 162,193
17	2:12 Re-authorized Contract for Improvements	Improvement/Infrastr ucture	4/18/2012	7/14/2028	Contra Costa County	NR Industrial infrastructure improv	NR	5,510	N	5,510					\$ 5,510
20	2:17 Contract for Sewer Improvements	Improvement/Infrastr ucture	12/14/2010	12/31/2014	Rodeo Sanitary District	Sewer line undertaking	R	-	Y						\$ -
21	2:18 Re-authorized Contract for Improvements	Improvement/Infrastr ucture	4/18/2012	7/10/2031	Contra Costa County	RO obsolete infrastructure elements	R	729,575	N	729,575					\$ 729,575
22	2:22 Bond Project Management	Project Management Costs	7/1/2011	7/10/2026	Contra Costa County	Payroll for employeesProject management costs	C	-	Y						\$ -
23	2:23 Bond Project Management	Project Management Costs	7/1/2011	7/14/2028	Contra Costa County	Payroll for employeesProject management costs	NR	-	N	-					\$ -
24	2:24 Bond Project Management	Project Management Costs	7/1/2011	7/10/2031	Contra Costa County	Payroll for employeesProject management costs	R	20,000	N	20,000					\$ 20,000
28	3:29 Property holding costs	Property Maintenance	7/10/1984	6/30/2013	CCC Public Works	Property maintenance	ALL	5,357	N		5,357				\$ 5,357
32	4:4 Contract for Planning Activities	Professional Services	2/1/2006	12/31/2014	Harris & Associates	Transit Village engineering/inspection services	C		Y						
34	4:9 Hookston Business Relocation	Litigation	1/7/2011	12/31/2013	John De Beaumont	Business Relocation	C	-	Y						\$ -
45	5:23 Placemaking Transit Village	OPA/DDA/Constructi on	12/19/2005	7/10/2026	BART	Placemaking station and bus intermodal	C	-	Y						\$ -
46	5:24 Placemaking Transit Village	OPA/DDA/Constructi on	12/19/2005	7/10/2026	AvalonBay	Placemaking improvements (ie parks, etc)	C	384,213	N		384,213				\$ 384,213
54	7:1 1999 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	4/20/1999	8/1/2018	US Bank NA	Bonds issue to fund non-housing projects. Put note bal as of 2/1/14	C/BP/NR/R	12,174,147	N				451,270		\$ 451,270
55	7:2 1999 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	4/20/1999	8/1/2018	US Bank NA	Bonds issue to fund housing projects. Put note bal as of 2/1/14	C/BP/NR/R	146,493	N				15,473		\$ 15,473
56	7:3 2003A Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	8/22/2003	8/1/2033	US Bank NA	Bonds issue to fund non-housing projects.	C	10,539,920	N				251,634		\$ 251,634
57	7:4 2007A/AT/B Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	5/30/2007	8/1/2037	US Bank NA	Bonds issue to fund non-housing projects.	ALL	117,556,420	N				2,289,386		\$ 2,289,386
58	7:5 2007A/AT/B Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	5/30/2007	8/1/2037	US Bank NA	Bonds issue to fund housing projects.	ALL	24,721,325	N				476,855		\$ 476,855
59	7:6 Montalvin Manor Project Start Up Loan	City/County Loans On or Before 6/27/11	6/30/2003	7/8/2034	Contra Costa County	Loan for project administration	M	293,006	N						

Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail July 1, 2014 through December 31, 2014 (Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
60	7:7 Bond-License agreement	Professional Services	3/31/2006	3/31/2038	DAC	Document repository for bond issues	ALL	46,000	N		2,000				\$ 2,000
61	7:8 Bond-Treasurer fees	Fees	7/10/1984	8/1/2037	CCC Treasurer	Cash management for bond issues	ALL	5,028	N		594				\$ 594
63	7:11 Hookston Station Remediation	Litigation	11/5/1997	8/1/2037	Bank Of Amer, Trustee	Remediation of hazardous material	C	1,286,000	N				10,000		10,000
65	7:13 Fiscal Agreement	Improvement/Infrastr ucture	5/8/1990	7/10/2031	EBRPD	Project improvement	R	500,000	N						
67	7:15 Trustee fees	Fees	5/30/2007	8/1/2037	US Bank	Annual administration fees 95ATAB	BP/NR	-	Y						\$ -
68	7:16 Trustee fees	Fees	4/20/1999	8/1/2018	US Bank	Annual administration fees 99TAB	C/BP/NR/R	34,257	N		205		2,260		\$ 2,465
69	7:17 Trustee fees	Fees	8/22/2003	8/1/2033	US Bank	Annual administration fees 03ATAB	C/BP/NR/R	70,823	N		312		2,483		\$ 2,795
70	7:18 Trustee fees	Fees	8/22/2003	8/1/2033	US Bank	Annual administration fees 03BTAB	BP/NR/R	-	Y						\$ -
71	7:19 Trustee fees	Fees	5/30/2007	8/1/2037	US Bank	Annual administration fees 07TAB	ALL	127,215	N		895		4,995		\$ 5,890
74	7:22 SERAF	SERAF/ERAF	5/10/2010	7/10/2031	Housing Fund	SERAF fy 2010-11 payment	BP/R	500,717	N						\$ -
76	7:24 Financial Assistance	OPA/DDA/Constructi on	5/23/1989	5/1/2017	Park Regency	Agency assistance	C	2,200,000	N		500,000		275,000		\$ 775,000
77	7:25 Financial Assistance	OPA/DDA/Constructi on	11/1/1998	11/1/2053	Bridge Housing	Agency assistance	C	1,700,000	N		50,000		50,000		\$ 100,000
78	7:26 Financial Assistance	OPA/DDA/Constructi on	12/19/2005	5/1/2064	AvalonBay	Agency assistance.	C	41,464,457	N		-		696,122		\$ 696,122
81	7:32 Property maintenance costs	Property Maintenance	7/1/2012	6/30/2014	Bodhaine	Weed abatement & property maintenance	BP/NR/R		Y						
82	8:19 I H Trail/Hookston Sttn Remediatn	Litigation	8/15/2012	12/31/2013	Goldfarb Lipman	Remediation of I H corridor parcels	C	47,672	N		47,672				\$ 47,672
83	8:20 I H Trail/Hookston Sttn Remediatn	Litigation	8/15/2012	5/1/2064	Contra Costa County	Remediation of I H corridor parcels	C	24,829	N		24,829				\$ 24,829
84	8:21 I H Trail/Hookston Sttn Remediatn	Litigation	8/15/2012	5/1/2064	Contra Costa County	Payroll for employeesProject management costs	C	-	Y						\$ -
85	8:22 Technical Assistance	Professional Services	7/10/1984	7/10/2031	Public Works Department	Technical Assist for non-housing projects	ALL	30,000	N		30,000				\$ 30,000
87	8:24 Iron Horse Trail properties	Project Management Costs	1/1/2013	5/1/2064	Contra Costa County	Payroll for employeesProject management costs.	C	10,000	N				5,000		\$ 5,000
88	8:25 Transit Village	OPA/DDA/Constructi on	8/15/2012	12/31/2013	Goldfarb & Lipman	Transit Village implementation	C	34,474	N		20,000				\$ 20,000
89	8:26 Transit Village	OPA/DDA/Constructi on	8/15/2012	5/1/2064	Contra Costa County	Payroll for employeesProject management costs.	C	85,000	N				15,000		\$ 15,000
91	8:28 Hookston Station Remediation	Litigation	1/23/2012	6/15/2015	Ensafe	Administrator of haz-mat remediation fund.	C	26,014	N		-		8,400		\$ 8,400
92	8:29 Tri City Remediation	Litigation	1/7/2011	7/10/2036	Contra Costa County	Payroll for employeesProject management costs.	C	10,000	N				10,000		\$ 10,000
94	6:0 Adminstrative Allowance	Admin Costs	7/1/2013	5/1/2064	Contra Costa County	Adminstrative Allowance ROPS 2014-15A	All	6,992,000	N					250,000	\$ 250,000
100	9:01 Tri City Remediation (7:12) Phase II	Remediation	1/7/2011	5/1/2064	Contra Costa County	Tri-City Remediation	C		Y						
103	10:01 Return of funds	Miscellaneous	2/1/2012	6/30/2014	LMIHAF (Housing Successor)	LMIHAF revenue posted incorrectly to Successor Agency (Berry)	BP		Y						
104	10:02 Iron Horse (IH) Corridor Remediation and property management	Project Management Costs	7/1/2013	5/1/2064	Contra Costa County	Management of IH Corridor properties, including maintenance, remediation, and preparation of property transfer.	C	147,601	N				147,601		\$ 147,601
105	10:03 IH Corridor Remediation and property management	Project Management Costs	7/1/2013	5/1/2064	Contra Costa County	Management of IH Corridor properties, including maintenance, remediation, and preparation of property transfer.		20,000	N						

<p align="center"><b>Recognized Obligation Payment Schedule (ROPS) 14-15A - ROPS Detail</b>  <b>July 1, 2014 through December 31, 2014</b>          (Report Amounts in Whole Dollars)</p>	
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[illegible]

Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Cash Balances  
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177(l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.								
A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR balances retained	Prior ROPS RPTTF distributed as reserve for next bond payment	Rent, Grants, Interest, Etc.	Non-Admin and Admin	
ROPS 13-14A Actuals (07/01/13 - 12/31/13)								
1	Beginning Available Cash Balance (Actual 07/01/13) Note that for the RPTTF, 1 + 2 should tie to columns J and O in the Report of Prior Period Adjustments (PPAs)	10,094,610		2,278,567	972,499		-	
2	Revenue/Income (Actual 12/31/13) Note that the RPTTF amounts should tie to the ROPS 13-14A distribution from the County Auditor-Controller during June 2013	1,251		5			5,996,011	
3	Expenditures for ROPS 13-14A Enforceable Obligations (Actual 12/31/13) Note that for the RPTTF, 3 + 4 should tie to columns L and Q in the Report of PPAs			254,826	972,499		5,229,606	
4	Retention of Available Cash Balance (Actual 12/31/13) Note that the RPTTF amount should only include the retention of reserves for debt service approved in ROPS 13-14A							
5	ROPS 13-14A RPTTF Prior Period Adjustment Note that the RPTTF amount should tie to column S in the Report of PPAs.	No entry required					1,362,475	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 10,095,861	\$ -	\$ 2,023,746	\$ -	\$ -	\$ (596,070)	
ROPS 13-14B Estimate (01/01/14 - 06/30/14)								
7	Beginning Available Cash Balance (Actual 01/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 10,095,861	\$ -	\$ 2,023,746	\$ -	\$ -	\$ 766,405	
8	Revenue/Income (Estimate 06/30/14) Note that the RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014						6,095,312	
9	Expenditures for 13-14B Enforceable Obligations (Estimate 06/30/14)	10,095,861		1,851,171			6,339,914	
10	Retention of Available Cash Balance (Estimate 06/30/14) Note that the RPTTF amounts may include the retention of reserves for debt service approved in ROPS 13-14B							
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	\$ -	\$ -	\$ 172,575	\$ -	\$ -	\$ 521,803	

<p align="center"><b>Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Prior Period Adjustments</b>  Reported for the ROPS 13-14A (July 1, 2013 through December 31, 2013) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)  (Report Amounts in Whole Dollars)</p>	

<p><b>ROPS 13-14A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA):</b> Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14A (July through December 2013) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15A (July through December 2014) period will be offset by the SA's self-reported ROPS 13-14A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.</p>	<p><b>ROPS 13-14A CAC PPA:</b> To be completed by the CAC upon submittal of the ROPS 14-15A by the SA to Finance and the CAC. Note that CACs will need to enter their own formulas at the line item level pursuant to the manner in which they calculate the PPA. Also note that the admin amounts do not need to be listed at the line item level and may be entered as a lump sum.</p>
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures											SA Comments	RPTTF Expenditures						Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15A Requested RPTTF)	CAC Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin							Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15A Requested RPTTF)							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)									
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)									
		\$ 332,840	\$ -	\$ 1,353,289	\$ 1,227,325	\$ -	\$ -	\$ 6,624,296	\$ 6,342,055	\$ 6,342,055	\$ 4,979,606	\$ 1,362,449	\$ 250,000	\$ 250,000	\$ 250,000	\$ 249,974	\$ 26	\$ 1,362,475				\$ -		\$ -	\$ -		
1	1:4 Contract for Development	-	-	30,000	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
2	1:5 Homebuyer Resale Transaction	-	-	8,500	3,963	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
3	1:6 Homebuyer Resale Revolving	-	-	15,000	15,000	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
4	1:9 Youth Homes Facility	-	-	175,000	105,259	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
5	1:11 Heritage Point Prop Disposn Exp	-	-	120,609	102,732	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
6	1:13 Las Deltas Feasibility	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
7	1:14 Contracts -Relocation/Maintenance	-	-	25,261	21,452	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
8	1:17 1250 Las Juntas disposition exp	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
9	2:2 Iron Horse Trail Overcrossing	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
10	2:3 Placemaking Transit Village	332,840	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
11	2:4 Placemaking Transit Village	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
12	2:5 BART Replacement Garage	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
13	2:7 Contract for Community Imprv	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
14	2:8 Re-authorized Contract for Capital Imprv	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
15	2:9 Contract for Wayfinding Prog	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
16	2:10 Contract for Wayfinding Prog	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
17	2:12 Re-authorized Contract for Improvements	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
18	2:14 Contract for Relocation Consultant	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
19	2:16 Contracts -Relocation/Maintenance	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
20	2:17 Contract for Sewer Improvements	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
21	2:18 Re-authorized Contract for Improvements	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
22	2:22 Bond Project Management	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
23	2:23 Bond Project Management	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
24	2:24 Bond Project Management	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
25	3:10 Contract for legal services	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
26	3:11 Contract for financial analysis	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
27	3:15 Contract for financial advisor	-	-	-	-	-	-	43,802	43,802	\$ 43,802	\$ -	43,802						\$ 43,802									
28	3:29 Property holding costs	-	-	-	-	-	-	48,322	5,357	\$ 5,357	\$ -	5,357						\$ 5,357									
29	4:1 Hookston Station Remediation	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
30	4:2 Contract for Planning Activities	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
31	4:3 Contract for Planning Activities	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
32	4:4 Contract for Planning Activities	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
33	4:7 Transit Village (TV) Consultant Fee	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
34	4:9 Hookston Business Relocation	-	-	-	-	-	-	462,475	223,199	\$ 223,199	\$ 223,199	\$ -	\$ -					\$ -									
35	4:10 Placemaking Civic Use	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
36	4:11 Walden I Upgrade	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
37	4:12 Contract for Busn Relocation	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
38	4:13 Heritage Point Land	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
39	4:16 County Child Care Mitigation	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
40	4:17 Loan Program	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
41	4:26 189-199 Parker	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
42	4:27 Walden II Remediation	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
43	4:28 Walden II Remediation	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
44	5:4 Hookston Station Remediation	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
45	5:23 Placemaking Transit Village	-	-	-	-	-	-	362,824	362,824	\$ 362,824	\$ 362,824	\$ -	\$ -					\$ -									
46	5:24 Placemaking Transit Village	-	-	-	-	-	-	683,950	683,950	\$ 683,950	\$ 256,149	\$ 427,801						\$ 427,801									
47	5:27 Various Admin expenses	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
48	5:28 Contract for accounting	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
49	5:29 Legal fees	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
50	6:1 Lease (30 Muir)	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
51	6:3 Employee costs	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
52	6:9 Contract for legal services	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
53	6:10 Contract for accounting	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
54	7:1 1999 Tax Allocation Bonds	-	-	217,500	217,500	-	-	449,645	449,645	\$ 449,645	\$ 449,645	\$ -	\$ -					\$ -									
55	7:2 1999 Tax Allocation Bonds	-	-	12,500	12,500	-	-	16,097	16,097	\$ 16,097	\$ 16,097	\$ -	\$ -					\$ -									
56	7:3 2003A Tax Allocation Bonds	-	-	77,500	77,500	-	-	250,393	250,393	\$ 250,393	\$ 250,393	\$ -	\$ -					\$ -									
57	7:4 2007A/B Tax Allocation Bonds	-	-	572,499	572,499	-	-	2,632,469	2,632,469	\$ 2,632,469	\$ 2,632,469	\$ -	\$ -					\$ -									
58	7:5 2007A/B Tax Allocation Bonds	-	-	92,500	92,500	-	-	474,569	474,569	\$ 474,569	\$ 474,569	\$ -	\$ -					\$ -									
59	7:6 Montalvin Manor Project Start Up Loan	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
60	7:7 Bond-License agreement	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
61	7:8 Bond-Treasurer fees	-	-	-	-	-	-	600	600	\$ 600	\$ 6	594						\$ 594									
62	7:9 Bond-Accounting fees	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
63	7:11 Hookston Station Remediation	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
64	7:12Tr City Remediation	-	-	6,420	6,420	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
65	7:13 Fiscal Agreement	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
66	7:14 Loan for Wildcat/San Pablo	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
67	7:15 Trustee fees	-	-	-	-	-	-	750	750	\$ 750	\$ 330	420						\$ 420									
68	7:16 Trustee fees	-	-	-	-	-	-	2,000	2,000	\$ 2,000	\$ -	\$ -						\$ -									
69	7:17 Trustee fees	-	-	-	-	-	-	3,200	3,200	\$ 3,200	\$ 2,888	312						\$ 312									
70	7:18 Trustee fees	-	-	-	-	-	-	2,700	2,700	\$ 2,700	\$ -	2,700						\$ 2,700									
71	7:19 Trustee fees	-	-	-	-	-	-	5,500	5,500	\$ 5,500	\$ 4,605	895						\$ 895									
72	7:20 LMIF Monitoring (rental)	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
73	7:21 LMIF Monitoring (ownership)	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
74	7:22 SERAF	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
75	7:23 Town Center/Housing	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -									
76	7:24 Financial Assistance	-	-</																								



Recognized Obligation Payment Schedule (ROPS) 14-15A - Report of Prior Period Adjustments																													
Reported for the ROPS 13-14A (July 1, 2013 through December 31, 2013) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)																													
(Report Amounts in Whole Dollars)																													
ROPS 13-14A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14A (July through December 2013) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15A (July through December 2014) period will be offset by the SA's self-reported ROPS 13-14A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																				ROPS 13-14A CAC PPA: To be completed by the CAC upon submittal of the ROPS 14-15A by the SA to Finance and the CAC. Note that CACs will need to enter their own formulas at the line item level pursuant to the manner in which they calculate the PPA. Also note that the admin amounts do not need to be listed at the line item level and may be entered as a lump sum.									
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB		
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures							RPTTF Expenditures										Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15A Requested RPTTF)	RPTTF Expenditures								Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15A Requested RPTTF)	CAC Comments
		Bond Proceeds		Reserve Balance		Other Funds			Non-Admin					Admin						Non-Admin CAC			Admin CAC						
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14A distributed + all other available as of 07/1/13)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)		Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference	Net Difference			
		\$ 332,840	\$ -	\$ 1,353,289	\$ 1,227,325	\$ -	\$ -	\$ 6,624,296	\$ 6,342,055	\$ 6,342,055	\$ 4,979,606	\$ 1,362,449	\$ 250,000	\$ 250,000	\$ 250,000	\$ 249,974	\$ 26	\$ 1,362,475			\$ -			\$ -	\$ -				
100	9:01 Tri City Remediation (7:12) Phase II	-		-		-		110,000	110,000	110,000	110,000	-																	
101	9:02 Iron Horse Overcrossing 2:2 (Lighting change order)	-		-		-		-		-		-																	
102	9:03 Contract for Sewer Improvements 2:17 (change order)	-		-		-		-		-		-																	
										-		-																	



<p align="center"><b>Recognized Obligation Payment Schedule 14-15A - Notes</b> July 1, 2014 through December 31, 2014</p>	
<b>Item #</b>	<b>Notes/Comments</b>
2	1:5 Homebuyer Resale Transaction: All anticipated funding for this item was previously shown on a previously approved Recognized Obligation Payment Schedule (ROPS). No additional funding is requested in connection with this ROPS 14-15A. However, not all of the funds approved on previous approved ROPS were actually spent during the period ending December 31 , 2013, due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item on a previously approved ROPS may actually be carried forward and spent during some or all the months of this ROPS 14-15A period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2014. Use of LMIHF balances retained to cover future obligations in accordance with Fininace's LMIHF DDR determination.
4	1:9 Youth Homes Facility. Use of LMIHF balances retained to cover future obligations in accordance with Fininace's LMIHF DDR determination.
7	1:14 Orbisonia Heights: All anticipated funding for this item was previously shown on a previously approved ROPS. No additional funding is requested in connection with this ROPS 14-15A. However, not all of the funds approved on previous approved ROPS were actually spent during the period ending December 31 , 2013, due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item on a previously approved ROPS may actually be carried forward and spent during some or all the months of this ROPS 14-15A period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2014. Use of LMIHF balances retained to cover future obligations in accordance with Fininace's LMIHF DDR determination.
10	2:3 Placemaking Transit Village: All anticipated funding for this item was previously shown on a previously approved ROPS. No additional funding is requested in connection with this ROPS 14-15A. However, not all of the funds approved on previous approved ROPS were actually spent during the period ending December 31 , 2013, due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item on a previously approved ROPS may actually be carried forward and spent during some or all the months of this ROPS 14-15A period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2014.
14	2:8 CCC Infrastructure Improvements: All anticipated funding for this item was previously shown on a previously approved ROPS. No additional funding is requested in connection with this ROPS 14-15A. However, not all of the funds approved on previous approved ROPS were actually spent during the period ending December 31 , 2013, due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item on a previously approved ROPS may actually be carried forward and spent during some or all the months of this ROPS 14-15A period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2014.
17	2:12 Re-authorized Contract for North Richmond Infrastructure Improvements:
21	2:18 Rodeo Obsolete Infrastructure Elements: All anticipated funding for this item was previously shown on a previously approved ROPS. No additional funding is requested in connection with this ROPS 14-15A. However, not all of the funds approved on previous approved ROPS were actually spent during the period ending December 31 , 2013, due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item on a previously approved ROPS may actually be carried forward and spent during some or all the months of this ROPS 14-15A period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2014.
23	2:23 Bond Project Management
24	2:24 Bond Project Management
28	3:29 Property Holding Costs. Use of other Funds and Accounts (OFA) balances retained to cover future obligations in accordance with Finance's OFA DDR Determination.
46	5:24 Placemaking Transit Village (AvalonBay). Carryover of a preceding ROPS period RPTTF for use in this ROPS period.
54	7:1 1999 Tax Allocation Bonds: For total outstanding debt or obligation, amount shown is as per most recent information as of February 1, 2014.
55	7:2 1999 Tax Allocation Bonds: For total outstanding debt or obligation, amount shown is as per most recent information as of February 1, 2014.
56	7:3 2003A Tax Allocation Bonds: For total outstanding debt or obligation, amount shown is as per most recent information as of February 1, 2014.
57	7:4 2007A/AT/B Tax Allocation Bonds: For total outstanding debt or obligation, amount shown is as per most recent information as of February 1, 2014
58	7:5 2007A/AT/B Tax Allocation Bonds: For total outstanding debt or obligation, amount shown is as per most recent information as of February 1, 2014.

<p style="text-align: center;"><b>Recognized Obligation Payment Schedule 14-15A - Notes</b> July 1, 2014 through December 31, 2014</p>	
<b>Item #</b>	<b>Notes/Comments</b>
59	7:6 Montalvin Manor Project Start Up Loan
60	7:7 Bond-License agreement
61	7:8 Bond-Treasurer fees. Carryover of a preceding ROPS period RPTTF for use in this ROPS period.
63	7:11 Hookston Station Remediation
65	7:13 Fiscal Agreement
67	7:15 Trustee fees
68	7:16 Trustee fees
69	7:17 Trustee fees
70	7:18 Trustee fees
71	7:19 Trustee fees
74	7:22 SERAF: All anticipated funding for this item was previously shown on a previously approved ROPS. No additional funding is requested in connection with this ROPS 14-15A. However, not all of the funds approved on previous approved ROPS were actually spent during the period ending December 31, 2013, due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item on a previously approved ROPS may actually be carried forward and spent during some or all the months of this ROPS 14-15A period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2014.
76	7:24 Financial Assistance. Reserve Balance is carryover of a preceding ROPS period RPTTF for use in this ROPS period. Additional funding under RPTTF requested to pay for additional relocation/remediation costs.
77	7:25 Financial Assistance.
78	7:26 Financial Assistance. The total outstanding debt or obligation, amount shown is as per information as of May 8, 2014 after payment of reserve amount.
82	8:19 Iron Horse Trail/Hookston Station Remediation: All anticipated funding for this item was previously shown on a previously approved ROPS. No additional funding is requested in connection with this ROPS 14-15A. However, not all of the funds approved on previous approved ROPS were actually spent during the period ending December 31, 2013, due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item on a previously approved ROPS may actually be carried forward and spent during some or all the months of this ROPS 14-15A period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2014. Carryover of a preceding ROPS period RPTTF for use in this ROPS period.
83	8:20 Iron Horse Trail/Hookston Station Remediation: All anticipated funding for this item was previously shown on a previously approved ROPS. Additional funding is requested in connection with this ROPS 14-15A. However, not all of the funds approved on previous approved ROPS were actually spent during the period ending December 31, 2013, due to delays in project approval, contracting or implementation. By this note, it is indicated that some of the funds designated for this item on a previously approved ROPS may actually be carried forward and spent during some or all the months of this ROPS 14-15A period. For total outstanding debt or obligation, amount shown is as per most recent information as of January 1, 2014. Reserve Balance is carryover of a preceding ROPS period RPTTF for use in this ROPS period.
85	8:22 Technical Assistance.
87	8:24 Iron Horse Trail properties. Total outstanding debt or obligation the amount shown is as per information as of June 1, 2014.
88	8:25 Transit Village. Carryover of a preceding ROPS period RPTTF for use in this ROPS period.
89	8:26 Transit Village. Total outstanding debt or obligation the amount shown is as per information as of June 1, 2014.
91	8:28 Hookston Station Remediation: Total outstanding debt or obligation the amount shown is as per information as of June 1, 2014.
92	8:29 Tri City Remediation. Total outstanding debt or obligation the amount shown is as per information as of June 1, 2014.
94	6:0 Administrative Allowance
104	10:02 Iron Horse Corridor Remediation and Property Management: Property carrying costs for remediation consistent with the Long Range Property Management Plan. For total outstanding debt or obligation, amount shown is as per most recent information as of February 1, 2014.

### Recognized Obligation Payment Schedule 14-15A - Notes

July 1, 2014 through December 31, 2014

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