

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**

**JOHN GIOIA, CHAIR**, 1ST DISTRICT  
**CANDACE ANDERSEN, VICE CHAIR**, 2ND DISTRICT  
**MARY N. PIEPHO**, 3RD DISTRICT  
**KAREN MITCHOFF**, 4TH 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 WILL BE LIMITED TO THREE (3) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day.  
Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair.

**AGENDA**  
**April 14, 2015**

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

Inspirational Thought- *"It is spring again. The earth is like a child that knows poems by heart."*  
~ Rainer Maria Rilke

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.92 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

- PR.1** PRESENTATION to proclaim April 19-25, 2015 as National Crime Victims' Rights Week in promotion of victims' rights and to recognize crime victims and those who advocate on their behalf. (Mark Peterson, District Attorney)
- PR.2** PRESENTATION to proclaim April 2015 as "DMV/Donate Life California Month" in Contra Costa County. (Supervisor Mitchoff)
- PR.3** PRESENTATION to recognize April 7, 2015 as National Service Recognition Day in Contra Costa County. (Supervisor Gioia)

**PR.4** PRESENTATION to recognize April as Sexual Assault Awareness Month in Contra Costa County. (Supervisor Gioia)

**DISCUSSION ITEMS**

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

**D. 2** PUBLIC COMMENT (3 Minutes/Speaker)

D. 3 CONSIDER reports of Board members.

**Closed Session**

**A. CONFERENCE WITH LABOR NEGOTIATORS**

1. Agency Negotiators: David Twa and Bruce Heid.

Employee Organizations: Contra Costa County Employees' Assn., Local No. 1; Am. Fed., State, County, & Mun. Empl., Locals 512 and 2700; Calif. Nurses Assn.; Service Empl. Int'l Union, Local 1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service 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.

Unrepresented Employees: All unrepresented employees.

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

1. G.F., et al. v. Contra Costa County et al., USDC, Northern District of California, Case No. C 13-3667 MEJ.

2. Contra Costa County Deputy Sheriffs Association et. al., v. Contra Costa County Employees' Retirement Association, et al., Contra Costa County Superior Court Case No. C15-00598

***ADJOURN***

**CONSENT ITEMS**

**Road and Transportation**



- C. 1** AWARD and AUTHORIZE the Public Works Director, or designee, to execute a contract in the amount of \$408,453 with GradeTech, Inc., for construction services for the Pacheco Boulevard Sidewalk Gap Closure - Phase II Project, Pacheco area. (62% Measure J Funds, 7% Transportation Development Act Funds, 28% Martinez Area of Benefit Funds, 3% Local Road Funds)
- C. 2** APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute Amendment No. 2 to Agreement No. 362 with the Contra Costa Transportation Authority (CCTA), to increase the amount payable to Contra Costa County by \$80,000 to a new payment limit of \$755,000, to provide right of way services to CCTA for the I-80/San Pablo Dam Road Interchange Improvement Project, as recommended by the Public Works Director, San Pablo area. (100% CCTA Funds)
- C. 3** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Summit CM, Inc. (dba Summit Associates), in an amount not to exceed \$311,000 for construction management services for the Alhambra Valley Road Safety Improvements Project, for the period March 31 through December 31, 2015, Martinez area. (44% Federal Highway Safety Improvement Program Funds, 38% Federal High Risk Rural Road Program Funds, 18% Local Road Funds)
- C. 4** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Real Property Services Agreement Amendment No. 3 with the Solano Transportation Authority (STA), to increase the amount payable to Contra Costa County by \$105,000 to a new payment limit of \$888,505, to provide additional right of way services to STA for the I-80/I-680/SR-12 Project, Fairfield area. (100% STA Funds)
- C. 5** RECEIVE request from Town of Discovery Bay to restrict parking on a portion of State Route 4; ADOPT Traffic Resolution No. 2015/4426 to declare a portion of Highway 4 a No Parking Zone; and, DIRECT the Public Works Director to request the California Department of Transportation to implement the parking restriction, Discovery Bay area. (No fiscal impact)
- C. 6** APPROVE the assignments of five easements to Pacific Gas and Electric Company and AUTHORIZE the Chair, Board of Supervisors, to execute the assignments for utility purposes in connection with the State Route 4 West Gap Project, as recommended by the Public Works Director, Hercules area. (100% Contra Costa Transportation Authority Funds)
- C. 7** APPROVE the conveyance of an Easement Deed to Pacific Gas and Electric Company and AUTHORIZE the Chair, Board of Supervisors, to execute the Easement Deed in connection with the State Route 4 West Gap Project, as recommended by the Public Works Director, Hercules area. (100% Contra Costa Transportation Authority Funds)

- C. 8** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with 4LEAF, Inc., in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide. (100% Various Special Revenue Funds)
- C. 9** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Park Engineering, Inc., in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide. (100% Various Special Revenue Funds)
- C. 10** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Parsons Brinckerhoff, Inc., in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide. (100% Various Special Revenue Funds)
- C. 11** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Quincy Engineering, Inc., in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide. (100% Various Special Revenue Funds)
- C. 12** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Summit CM, Inc. (dba Summit Associates), in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide. (100% Various Special Revenue Funds)
- C. 13** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Vali Cooper & Associates, Inc., in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide. (100% Various Special Revenue Funds)

### **Engineering Services**

- C. 14** ADOPT Resolution No. 2015/122 accepting the Relinquishment of Abutter's Rights, for land use permit LP11-02016 for a project being developed by Chabad of Contra Costa, as recommended by the Public Works Director, Walnut Creek area. (No fiscal impact)
- C. 15** ADOPT Resolution No. 2015/112 accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD04-08700, for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer Fees)

## **Claims, Collections & Litigation**

- C. 16** RECEIVE public report of litigation settlement agreements that became final during the period February 10 through March 31, 2015, as recommended by the County Counsel.
- C. 17** DENY claims filed by Janine Clark, Seglenda Crigler, Michael Darwis, and Rowena Graves.

## **Statutory Actions**

- C. 18** ACCEPT Board Members meeting reports for March 2015.

## **Honors & Proclamations**

- C. 19** ADOPT Resolution No. 2015/127 to proclaim April 19-25, 2015 as National Crime Victims' Rights Week in promotion of victims' rights and to recognize crime victims and those who advocate on their behalf, as recommended by the District Attorney.
- C. 20** ADOPT Resolution No. 2015/125 to proclaim April 2015 as "DMV/Donate Life California Month" in Contra Costa County, as recommended by Supervisor Mitchoff.
- C. 21** ADOPT Resolution No. 2015/119 to recognize April 7, 2015 as "National Service Recognition Day" in Contra Costa County, as recommended by Supervisor Gioia.
- C. 22** ADOPT Resolution No. 2015/118 to recognize April as "Sexual Assault Awareness Month" in Contra Costa County, as recommended by Supervisor Gioia.

## **Ordinances**

- C. 23** ADOPT Ordinance No. 2015-06 establishing procedures for reverting to acreage previously subdivided land, as recommended by the Public Works Director, Countywide. (No fiscal impact)

## **Appointments & Resignations**

- C. 24** REAPPOINT Susan Heckly to the District II seat on the Fish & Wildlife Committee, as recommended by Supervisor Andersen.

- C. 25** ACCEPT resignation of Arthur Mijares, DECLARE vacant the Local Committee - Oakley seat on the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.
- C. 26** ACCEPT resignation of Fritz Brunner, DECLARE vacant the Local Committee - Walnut Creek seat on the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.
- C. 27** REAPPOINT Derek Mims as the City of Pleasant Hill's representative to the Aviation Advisory Committee, as recommended by the Pleasant Hill City Council.
- C. 28** DECLARE vacant the Appointee 3 seat on the Bethel Island Municipal Advisory Council and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Piepho.
- C. 29** APPROVE request for medical staff appointments and reappointments, additional privileges, revisions to privileges, advancements to permanent staff, voluntary resignations regarding privileges as recommended by the Medical Executive Committee at the March 16, 2015 Meeting, and by the Health Services Director.
- C. 30** APPOINT David Meza to the Alternate North Richmond Municipal Advisory Council seat on the North Richmond Waste and Recovery Mitigation Fee Committee, as recommended by Supervisor Gioia.

### **Intergovernmental Relations**

- C. 31** APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute a Memorandum of Understanding with the Association of Bay Area Governments, the cities of Alameda, Albany, Berkeley, El Cerrito, Emeryville, Hayward, Hercules, Oakland, Pinole, Richmond, San Leandro, San Pablo, Union City, and Alameda County, to allow Contra Costa County's participation in the East Bay Corridors Initiative, as recommended by the Conservation and Development Director. (100% Land Development Fund)
- C. 32** OPPOSE AB 1347 (Chiu): Public Contracts Claims Process, a bill that establishes for state and local public contracts entered into or on or after January 1, 2016, a claim resolution process applicable to all public entity contracts, as recommended by the Public Works Director.

### **Personnel Actions**

- C. 33** ADOPT Position Adjustment Resolution No. 21628 to add one Assistant Director-Project (unrepresented) position, one Comprehensive Services Manager-Project (unrepresented), one Intermediate Clerk-Project (represented) and one Accounting Technician (represented) position in the Employment and Human Services Department. (100% Federal)
- C. 34** ADOPT Position Adjustment Resolution No. 21631 to add one Deputy County Counsel-Standard-Exempt (unrepresented) position and cancel one vacant Civil Litigation Attorney-Advanced (unrepresented) position in the Office of the County Counsel. (Cost savings)
- C. 35** ADOPT Resolution No. 2015/100 to close part-day, part-year Head Start Center Based preschool classrooms and the Home Based Program in the Employment and Human Services Department, Community Services Bureau, effective at the close of business May 15, 2015; abolish Early Childhood Educator-Project positions (represented) and lay off employees effective May 15, 2015, and re-establish the positions effective August 24, 2015, as recommended by the Employment and Human Services Director.
- C. 36** ADOPT Position Adjustment Resolution No. 21646 to add one Assistant Director of Safety and Performance Improvement position (represented) in the Contra Costa Health Plan division of the Health Services Department.(100% CCHP Enterprise Fund II)
- C. 37** ADOPT Position Adjustment Resolution No. 21645 to add one Clerk-Senior Level position (represented) and cancel one Account Clerk-Advanced Level (represented) in the Health Services Department. (Cost savings)
- C. 38** ACKNOWLEDGE the establishment of the Public Health Nurses Unit, accept the representation election results of the Public Health Nurses Unit, and acknowledge the California Nurses Association as the majority representative of the Public Health Nurses Unit, as recommended by the County Administrator. (No fiscal impact)
- C. 39** ADOPT Position Adjustment No. 21647 to decrease the hours of one Board of Supervisors Assistant-Specialist (unrepresented) position from full time to part time (30/40) effective April 1, 2015, in the District I Board of Supervisors Office. (Cost savings)

### **Grants & Contracts**

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

- C. 40** ADOPT Resolution No. 2015/90 to authorize the Agricultural Commissioner, or his designee, to apply for and accept a grant from the California Department of Conservation in an amount not to exceed \$100,000, to inventory and develop maps of agricultural lands and the supporting agriculture infrastructure within the county for the period of July 1, 2015 to June 30, 2017. (90% State, 10% County match)
- C. 41** APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$400 from Poets & Writers, Inc., to provide programming at the Juvenile Hall Library for the period March 9 through March 31, 2015. (No Library Fund match)
- C. 42** ADOPT Resolution No. 2015/120 authorizing the Sheriff-Coroner, or designee, to apply for and accept a California Department of Boating and Waterways Surrendered and Abandoned Vessel Exchange grant in the initial requested allocation of \$200,000 for the abatement of abandoned vessels and the vessel turn in program on County waterways commencing when the grant is fully executed through the end of the grant funding availability. (90% State, 10% County match)
- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Endowment, to pay the County an amount not to exceed \$90,026 for the Richmond Public Health Solutions Project, for the period January 1 through December 31, 2015. (No County match)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to submit a funding application to the California Department of Resources Recycling and Recovery, to pay the County an amount not to exceed \$30,000 for the continuation of the Local Enforcement Agency assistance funds for the Department's Environmental Health Division, for the period July 1, 2015 through June 30, 2016. (No County match)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the California Department of Public Health, Tuberculosis Control Branch, effective February 6, 2015, to increase the amount payable to the County by \$21,501 to a new payment limit of \$307,346, to provide the Tuberculosis Control Program, with no change in the original term of July 1, 2014 through June 30, 2015. (No County match)
- C. 46** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept a grant from the California Department of Boating and Waterways in an amount not to exceed \$638,249 to provide marine patrol and boating regulations enforcement beginning July 1, 2015 through the end of the available grant funding. (100% State)

- C. 47 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a grant amendment with the California Department of Community Services and Development, to increase the payment to the County by \$584,126 to a new payment limit of \$797,709, for Community Services Block Grant program services, with no change to the term of January 1 through December 31, 2015. (No County match)
- C. 48 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept funding from the Universal Service Administrative Company of the Federal Communications Commission, to pay the County an amount not to exceed \$1,500,000 for telecommunication, internet access and internal connection services for the Community Services Bureau programs for the period July 1, 2015 through June 30, 2016. (No County match)
- C. 49 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Contra Costa Community College District, to decrease the payment limit by \$926,552 to a new payment limit of \$153,242 and the change the contract term to July 1, 2014 through August 17, 2014, for part-day and full-day preschool services. (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. 50 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with KMD Architects in an amount not to exceed \$160,000 to provide architectural and engineering consulting services in connection with the County's funding application to the California Board of State and Community Corrections for \$80 million for the construction of the West County Re-Entry, Treatment and Housing Replacement Project. (100% Sheriff's Department, General Fund)
- C. 51 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Valentine Corporation in the amount of \$469,369 for construction services for the North Richmond Pump Station Diversion Project, Richmond area. (63% Environmental Protection Agency Grant Funds, 37% Stormwater Utility Area 17 Assessments)
- C. 52 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with ENGEO, Inc., effective May 5, 2015, to extend the term through January 15, 2017 and increase the payment limit by \$150,000 to a new payment limit of \$400,000 for additional on-call geotechnical engineering services associated with the Hookston Phase II Project, Pleasant Hill area. (100% Park Dedication Funds)

- C. 53** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Goodwill Industries of the Greater East Bay to add performance criteria to the service plan and increase the payment limit by \$370,426 to a new payment limit of \$1,249,801, with no change in the contract term of July 1, 2014 through June 30, 2015. (100% California Work Opportunity and Responsibility to Kids Single Allocation)
- C. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bi-Bett Corporation in an amount not to exceed \$2,569,798 to provide substance abuse prevention, treatment, and testing services, for the period July 1, 2014 through June 30, 2015. (74% Substance Abuse Treatment and Prevention Block Grant; 6% California Work Opportunities and Responsibility to Kids, 10% Assembly Bill 109, 10% Behavioral Health Court Second Chance Act)
- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Bay Area Surgical Specialists, Inc., A Medical Corporation, effective February 1, 2015, to increase the payment limit by \$800,000 to a new payment limit of \$2,100,000 to provide new provider specialist services for vascular and neurosurgery services, with no change in the original term of July 1, 2013 through June 30, 2015. (100% Contra Costa Health Plan Enterprise Funds II)
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Minou Djavaherian, MFT, effective December 1, 2014, to increase the payment limit by \$55,000 to a new payment limit of \$115,000 to provide additional mental health services to Medi-Cal beneficiaries, with no change in the original term of November 1 2013 through June 30, 2015. (50% Federal, 50% State)
- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Applied Remedial Services, Inc., effective October 1, 2014, to increase the payment limit by \$5,000 to a new payment limit of \$315,000 for removal and disposal of hazardous waste and chemicals from Contra Costa Regional Medical and Health Centers, through December 31, 2014. (100% Hospital Enterprise Fund I)
- C. 58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Santa Rosa Consulting, Inc., effective September 1, 2014, to extend the term from June 30, 2015 through June 30, 2016 and add a provision for travel reimbursement, with no change to the original payment limit of \$1,500,000, for consultation and technical assistance to the Department's Information Systems. (100% Hospital Enterprise Fund I)



- C. 59** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, a contract with the Regents of the University of California, on behalf of the University of California, San Francisco Medical Center, including modified indemnification language, in an amount not to exceed \$99,000 to provide remote neurology and neurovascular consultation services for patients at Contra Costa Regional Medical and Health Centers, for the period January 1 through December 31, 2015. (100% Hospital Enterprise Fund I)
- C. 60** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Employment and Human Services Director, a purchase order with Sam Clar Office Furniture in an amount not to exceed \$214,027 to procure sit/stand work stations for the centralized mail processing center in Concord. (10% County; 45% State; 45% Federal)
- C. 61** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Employment and Human Services Director, a purchase order with Sam Clar Office Furniture in an amount not to exceed \$200,558 to procure sit/stand work stations for the Medi-Cal Service Center. (10% County; 45% State; 45% Federal)
- C. 62** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Larry Walker Associates, Inc., in an amount not to exceed \$250,000 to provide professional stormwater quality services for a variety of National Pollutant Discharge Elimination System Permit requirements for the period April 1, 2015 through March 31, 2018, Countywide. (100% Stormwater Utility Assessment Fee Funds)
- C. 63** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Amec Foster Wheeler Environment & Infrastructure, Inc., in an amount not to exceed \$250,000 to provide professional stormwater quality services for a variety of National Pollutant Discharge Elimination System Permit requirements for the period April 1, 2015 through March 31, 2018, Countywide. (100% Stormwater Utility Assessment Fee Funds)
- C. 64** APPROVE and AUTHORIZE the Risk Manager to execute a contract amendment agreement with Essential Staffing, Inc., to increase the payment limit by \$175,000 to a new payment limit of \$675,000 for additional workers' compensation and risk management staffing services for the period July 1, 2014 through June 30, 2015. (100% Workers' Compensation Internal Service Fund)
- C. 65** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Institute for Healthcare Improvement in an amount not to exceed \$419,756 to provide consultation and technical support for CCRMC's Chief Executive Officer with regard to quality improvement and integration of Ambulatory Care with CCRMC, for the period January 1 through December 31, 2015. (100% Hospital Enterprise Fund I)

- C. 66** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Orthofix International, to increase the payment limit by \$45,000 to a new payment limit of \$135,000 for bone stimulator, bone plates and screws, and other orthopedic supplies for procedures at the Contra Costa Regional Medical Center, with no change in the original term of July 10, 2012 through July 9, 2015. (100% Hospital Enterprise Fund I)
- C. 67** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Care Review Resources, Inc., in an amount not to exceed \$166,257, to provide health care consultation, technical assistance and chart review services for Contra Costa Regional Medical and Health Centers designated staff, for the period from February 15, 2015 through February 29, 2016. (100% Hospital Enterprise Fund I)
- C. 68** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Pleasanton Physical Therapy Services Inc., (dba Back on Track Physical Therapy) in an amount not to exceed \$400,000, to provide physical therapy services for Contra Costa Health Plan members for the period from February 1, 2015 through January 31, 2017. (100% CCHP Enterprise Fund II)
- C. 69** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Allsteel Corporation in an amount not to exceed \$168,299 for seating and work stations, for the period April 1, 2015 through March 31, 2016. (100% Hospital Enterprise Fund I)
- C. 70** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Boston Scientific Corporation, to increase the payment limit by \$7,000 to a new payment limit of \$382,000 for supplies and implants for gastroenterology laboratory studies and procedures, and urological and vascular surgery procedures at Contra Costa Regional Medical Center, with no change in the original term of February 12, 2012 through January 31, 2015. (100% Hospital Enterprise Fund I)
- C. 71** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Industrial Employers and Distributors Association, including modified indemnification language, in an amount not to exceed \$22,588 to provide In-Home Supportive Services Authority (IHSS) negotiations and support services, for the period March 1, 2015 through February 29, 2016. (31% Federal, 32% State, and 37% County)
- C. 72** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with God's Grace Caring Home, Inc., in an amount not to exceed \$235,284 to provide residential board and care services for Contra Costa Regional Medical Center patients in the Patch Program, for the period April 1, 2015 through March 31, 2016. (100% County General Fund)

- C. 73** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Fisher Scientific LLC., in the amount of \$1,200,000 for clinical and pathology laboratory reagents, equipment, supplies, and test kits used at the Contra Costa Regional Medical Center, for the period May 1, 2015 through April 30, 2018. (100% Hospital Enterprise Fund I)
- C. 74** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of Health Services Director, a purchase order with Becton Dickinson and Company in the amount of \$600,000 for specialized laboratory test reagents and related lab supplies, for the period March 1, 2015 through February 28, 2017. (100% Hospital Enterprise Fund I)
- C. 75** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a blanket purchase order with Conmed Corp., in the amount of \$300,000 to procure electrosurgical equipment and supplies for the surgical department at Contra Costa County Regional Medical Center, for the period March 1, 2015 through February 28, 2017. (100% Hospital Enterprise Fund I)
- C. 76** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Beckman Coulter, Inc., to increase the payment limit by \$20,000 to a new payment limit of \$970,000 for reagents and supplies to perform chemistry testing and monthly meter billing in the laboratory at Contra Costa Regional Medical Center, with no change in the original term of January 1 through December 31, 2014. (100% Hospital Enterprise Fund I)
- C. 77** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Data Systems Group in an amount not to exceed \$120,000 for licensing and support of the Electronic Claims and Remittances System software for the period September 1, 2014 through August 31, 2015. (100% Hospital Enterprise Fund I)
- C. 78** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Public Health Foundation Enterprise in an amount not to exceed \$3,571,148 to provide emergency shelter and respite services for adults, for the period April 1, 2015 through June 30, 2016. (33% Federal; 64% State; 3% County)
- C. 79** APPROVE and AUTHORIZE the Health Services Director, or designee, to issue a written notice to Greater Richmond Inter-Faith Program, a non-profit corporation, to terminate three contracts effective at the close of business on March 31, 2015: two for emergency shelter program services, and one for consultation and technical assistance to the Department's Clinic Services and AIDS Programs. (35% State, 60% Federal, 5% County)

- C. 80** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with MGA Healthcare, Inc., effective March 19, 2015, to provide additional temporary help services to include a specialty Registered Nursing category, with no change in the original payment limit of \$1,000,000 and no change in the original term of January 1 through December 31, 2015. (100% Hospital Enterprise Fund I)
- C. 81** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, a purchase order with National Food Group, Inc., in an amount to not exceed \$200,000 to provide frozen and dry food as needed for the West County, Martinez and Marsh Creek detention facilities for the period April 1, 2015 through March 31, 2016. (100% General Fund)
- C. 82** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Chief Information Officer (Department of Information Technology), a purchase order amendment with Motorola Solutions, Inc., to increase the payment limit by \$150,000 to a new payment limit of \$300,000 for continued procurement of radio parts, maintenance, service and repairs as needed for the period October 1, 2011 through September 30, 2017. (100% User fees)
- C. 83** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Dell Computers in an amount not to exceed \$174,900 for replacement of computer equipment. (100% Library Fund)
- C. 84** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Chief Information Officer (Department of Information Technology), a purchase order with Kronos, Inc., in an amount not to exceed \$112,000 for software licensing, technical support and maintenance for the County's automated time keeping system for the period July 1, 2015 through June 30, 2016. (100% County General Fund)

### **Other Actions**

- C. 85** APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay up to eleven In-Home Supportive Services (IHSS) Public Authority Advisory Council members, \$24 per meeting not to exceed three meetings per month for a total cost not to exceed \$9,504 to defray meeting attendance costs, for the period July 1, 2015 through June 30, 2016, as recommended by the IHSS Public Authority Advisory Board. (31% Federal, 32% State, 37% County)
- C. 86** APPROVE the Conflict of Interest Code for the TRANSPLAN (Regional Transportation Planning Committee for Eastern Contra Costa County) Committee, as recommended by the County Counsel.

- C. 87** APPROVE the list of providers recommended by the Contra Costa Health Plan's Medical Director on February 25, 2015, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.
- C. 88** APPROVE the Conflict of Interest Code for TRANSPAC (Central Contra Costa Transportation/Land Use Partnership), as recommended by the County Counsel.
- C. 89** APPROVE and AUTHORIZE the County Administrator, or designee, to execute the Maintenance of Effort Certification Form for Fiscal Year 2014/15 as required by Chapter 886, Statutes of 1994 to receive Proposition 172 (public safety sales tax increment) funds, and to submit the Certificate to the County Auditor-Controller, as recommended by the County Administrator. (100% State Proposition 172 Funds)
- C. 90** APPROVE and AUTHORIZE the FY 2015-2016 allocations of \$2,828,582 in Community Development Block Grant funds; and \$2,437,838 in HOME Investment Partnerships Act funds to support the construction of 183 units in four affordable multi-family housing projects located in El Cerrito, North Richmond, San Pablo, and Walnut Creek; three Countywide programs that will provide housing services to 70 families; and the rehabilitation of an adult group home in Knightsen, as recommended by the Affordable Housing Finance Committee. (100% Federal funds)
- C. 91** ADOPT Resolution No. 2015/106 authorizing the issuance and sale of "Pittsburg Unified School District General Obligation Bonds, Election of 2014, Series A (2015)" in an amount not to exceed \$30,000,000 by the Pittsburg Unified School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code, as recommended by the County Administrator. (No County fiscal impact)
- C. 92** ADOPT Resolution No. 2015/116 authorizing the issuance and sale of "Pittsburg Unified School District General Obligation Refunding Bonds" in an amount not to exceed \$44,700,000 by Pittsburg Unified School District on its own behalf, as permitted by Section 53550 of the Government Code, as recommended by the County Administrator. (No County fiscal impact)

### **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.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 335-1900 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

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

## STANDING COMMITTEES

The **Airport Committee** (Karen Mitchoff and Supervisor Mary N. Piepho) meets quarterly on the second Monday of the month at 10:30 a.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

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

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

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

The **Internal Operations Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the second Monday of the month at 2:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and Federal D. Glover) 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 second 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 Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

|  |   |            |           |
|--|---|------------|-----------|
| Airports Committee                               | June 15, 2015                           | 10:30 a.m. | See above |
| Family & Human Services Committee                | May 11, 2015                            | 10:30 a.m. | See above |
| Finance Committee                                | May 4, 2015                             | 10:30 a.m. | See above |
| Hiring Outreach Oversight Committee              | May 7, 2015<br>canceled<br>June 4, 2015 | 1:00 p.m.  | See above |
| Internal Operations Committee                    | May 11, 2015                            | 2:30 p.m.  | See above |
| Legislation Committee                            | May 7, 2015                             | 10:30 a.m. | See above |
| Public Protection Committee                      | May 11, 2015                            | 1:00 p.m.  | See above |
| Transportation, Water & Infrastructure Committee | May 4, 2015                             | 1:00 p.m.  | See above |

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

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

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

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



**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Syndrome  
**HOME** Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households  
**HOPWA** Housing Opportunities for Persons with AIDS Program  
**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: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Construction Contract for the Pacheco Blvd. Sidewalk Gap Closure - Phase II Project, Pacheco area.

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**RECOMMENDATION(S):**

(1) APPROVE plans, specifications, and design for the Pacheco Boulevard Sidewalk Gap Closure - Phase II project, Project No. 0662-6R4122.

(2) DETERMINE that GradeTech, Inc., the lowest monetary bidder, has complied with the requirements of the County's Outreach Program for this project, as provided in the project specifications; and FURTHER DETERMINE that GradeTech, Inc., has submitted the lowest responsive and responsible bid for the project.

(3) AWARD the construction contract for the above project to GradeTech, Inc., in the listed amount (\$408,453.50) and the unit prices submitted in the bid, and DIRECT that GradeTech, Inc., shall present two good and sufficient surety bonds, as indicated below, and that the Public Works Director, or designee, shall prepare the contract.

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

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

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kevin Emigh,  
925-313-2233

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

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

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

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

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

FISCAL IMPACT:

The construction contract will be funded by 62.4% Measure J Funds, 7.3% Transportation Development Act (TDA) Funds, 27.5% Martinez Area of Benefit (Martinez AOB) Funds, and 2.8% Local Road Funds.

BACKGROUND:

The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Public Works Director. On March 10, 2015, the Public Works Department received bids from the following contractors:

**BIDDER, TOTAL AMOUNT, BOND AMOUNTS**

GradeTech, Inc.: \$408,453.50; Payment: \$408,453.50; Performance: \$408,453.50

Hess Concrete Construction Co., Inc.: \$425,782.00

Maggiora & Ghilotti, Inc.: \$428,428.00

Anvil Builders, Inc.: \$469,584.50

Breneman, Inc.: \$550,349.00

Sposeto Engineering, Inc.: \$550,757.30

The bidder listed first above, GradeTech, Inc., submitted the lowest responsive and responsible bid, which is \$17,328.50 less than the next lowest bid.

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

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

The Board of Supervisors previously determined that the project is exempt from the California Environmental Quality

Act as a Class 1(c) Exemption, and a Notice of Exemption was filed with the County Clerk on April 11, 2013. The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, and copies will be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board elect to not award the contract as recommended, construction of the project would be delayed, and the project might not be built.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: April 14, 2015

Subject: Contra Costa Transportation Authority Agreement No. 362 Amendment No. 2, I-80/San Pablo Dam Road Interchange Improvement Project.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute Amendment No. 2 to Agreement No. 362 with the Contra Costa Transportation Authority (CCTA), to increase the amount payable to Contra Costa County by \$80,000 to a new payment limit of \$755,000, to provide right of way services to CCTA for the I-80/San Pablo Dam Road Interchange Improvement Project, San Pablo area. Project No. 4660-6X4170

**FISCAL IMPACT:**

Contra Costa Transportation Authority will pay the actual costs of right of way services performed by the Real Estate Division, up to the payment limit as amended.

**BACKGROUND:**

CCTA requires a variety of right of way services related to the I-80/San Pablo Dam Road Interchange Improvement project, but has no right of way staff and has contracted with the County for these services. On December 4, 2012, the Board approved the original agreement between the County and CCTA. The parties wish to modify the scope of services to include additional right of way services for an ongoing condemnation, coordinating clean-up of contaminated soils, property management and additional maintenance clean-up, and file close-out activities.

**CONSEQUENCE OF NEGATIVE ACTION:**

CCTA will not be able to contract for the County's right of way services and will not meet the terms of the agreement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Karen Laws (925)  
313-2228

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Staff Report

Amendment No. 2

## *Administration and Projects Committee* **STAFF REPORT**

Meeting Date: March 5, 2015

|                               |   |
|-------------------------------|---|
| <b>Subject</b>                | <b>I-80/San Pablo Dam Road Interchange Project – Phase 1 (Project 7002)<br/>– Authorization to Execute Amendment No. 2 to Agreement No. 362<br/>with Contra Costa County (County) for Right-of-Way (ROW) Services</b>   |
| <b>Summary of Issues</b>      | <p>The ROW clearance activities on I-80/San Pablo Dam Road Interchange project – Phase 1 started in December 2012 with the execution of Agreement No. 362 with the County.</p> <p>A major project milestone was achieved on January 16, 2015, when the project became ready to list for construction bid advertisement. This major step required approval of the final design plans and certification that all real property required for the project has been secured. County staff worked diligently to achieve this milestone while assisting on critical tasks that were outside the original scope of work, such as coordinating clean-up of contaminated soils, use of County maintenance staff to relocate street light fixtures, and responding to several issues related to ongoing utility relocations. Additional effort was also needed to secure an easement from the West Contra Costa Unified School District (WCCUSD).</p> <p>At this time, the County has settled all but one acquisition and major utility relocation work is nearing completed. However, maintenance and clean-up of secured properties, staff support, and close-out activities are expected to continue into the construction phase.</p> |
| <b>Recommendations</b>        | Staff seeks authorization for the Chair to execute Amendment No. 2 to Agreement No. 362 with the County in the amount of \$80,000 for a new total agreement value of \$755,400.   |
| <b>Financial Implications</b> | Allocated Regional Measure 2 (RM2) funds will be used to fund this agreement amendment.   |
| <b>Options</b>                | The Authority could modify the staff recommendation or not approve  |



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|                               |   |
|-------------------------------|---|
| <b>Attachments</b>            | this request; however the project would be delayed.   |
| <b>Changes from Committee</b> | <b>A.</b> Letter from Contra Costa County Public Works Department, Karen Laws, dated January 27, 2015<br><b>B.</b> Amendment No. 2 to Agreement No. 362 |

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## Background

In June 2006, the Authority entered into Cooperative Agreement 07W.01 with the City of San Pablo to environmentally clear the I-80/San Pablo Dam Road Interchange project. The environmental clearance phase was completed in May 2010 and the cooperative agreement was subsequently amended to advance the project design and ROW clearance phases. Per the agreement terms, the Authority received a contribution of \$3 million from the City of San Pablo to advance the design phase.

In 2012, the project successfully competed for \$15 million in 2012 State Transportation Improvement Program (STIP) funds. In addition, in March 2013, the Metropolitan Transportation Commission (MTC) programmed \$8 million in RM2 funds for the project from savings on the recently completed I-80 High Occupancy Vehicle (HOV) project. The project also recently secured \$682,000 in Active Transportation Program (ATP) grants.

With the completion of the 65% design plans, a phasing plan based on available funding was developed, which splits the project into two phases. Phase 1 will replace the Riverside Avenue Pedestrian Overcrossing, relocate the El Portal Drive westbound (WB) on-ramp to the north and extend the I-80 WB auxiliary lanes between El Portal Drive and San Pablo Dam Road interchanges. Phase 2 will replace the I-80/San Pablo Dam Road interchange, realign Amador Street away from the I-80/San Pablo Dam Road interchange, and construct a new connector road on the west side of I-80 between San Pablo Dam Road and McBryde Avenue.

Phase 1 ROW acquisitions include 5 single family residences, one multi-family (3 units) residence, five single family residence partial takes with temporary construction easements, one vacant lot partial take with a temporary construction easement, one commercial

temporary construction easement, one institutional (school) easement, and two aerial easements.

A major project milestone was achieved on January 16, 2015, when the project became ready to list for construction bid advertisement. This major step required approval of the project final design plans and certification that all real property required for the project has been secured. County staff worked diligently to achieve this milestone while working on tasks outside the original scope of work such as coordinating clean-up of contaminated soils, use of County maintenance staff to relocate street light fixtures, and responding to multiple issues related to ongoing utility relocations. Additional effort was also needed to negotiate with the WCCUSD to secure an easement for the new Riverside Avenue Pedestrian Overcrossing.

At this time, the County has settled all but one acquisition and major utility relocation work is nearing completion. However, it is anticipated that maintenance and clean-up of secured properties, staff support, and close-out activities will continue into the construction phase. Staff seeks authorization for the Chair to execute Amendment No. 2 to Agreement No. 362 with the County in the amount of \$80,000 for a new total agreement value of \$755,400.

**REAL PROPERTY SERVICES AGREEMENT**  
**AMENDMENT NO. 2**

Contract 362

1. **Effective Date and Parties.** Effective on October 13, 2014 the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter referred to as "County"), and CONTRA COSTA TRANSPORTATION AUTHORITY, a public agency (hereinafter referred to as "CCTA"), hereby amend the Real Property Services Agreement entered into by the parties (effective November 14, 2012 and amended December 1, 2013), as follows:
2. **Amendment Specifications:** The Agreement identified above is hereby amended as set forth in the Real Property Services Agreement Amendment No. 2 Scope of Services attached hereto, which is incorporated herein by reference.
3. **Payment Limit Increase:** The payment limit of the above described Agreement is hereby increased by \$80,000 from \$675,400 to a new total payment limit of \$755,400.

**COUNTY OF CONTRA COSTA**

By \_\_\_\_\_  
 Chair, Board of Supervisors

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

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

Recommended to the County  
 Board of Supervisors for Approval:

By \_\_\_\_\_  
 Karen A. Laws  
 Principal Real Property Agent

By \_\_\_\_\_  
 For Julia R. Bueren  
 Public Works Director

Approved as to Form:  
 Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
 Deputy

**CONTRA COSTA  
TRANSPORTATION AUTHORITY**

By \_\_\_\_\_  
 Julie K. Pierce  
 Chair

By \_\_\_\_\_  
 Randell H. Iwasaki  
 Executive Director

Approved as to Form:  
 Legal Counsel for CCTA

By \_\_\_\_\_  
 Malathy Subramanian  
 Legal Counsel

**CONTRA COSTA TRANSPORTATION AUTHORITY (CCTA)  
I80 San Pablo Dam Road Interchange Improvement Project**

**(Amendment No. 2)**

1. The Payment Limit as set forth in Section 4 of the Agreement is increased by \$80,000 from \$675,400 to a new Payment Limit of \$755,400. This increase is based on the following estimated budget.

**Right of Way Services Cost Estimate**

|  |                 |
|--|-----------------|
| ADMINISTRATION                                 | \$18,300        |
| NEGOTIATIONS (WCCUSD)                          | \$ 1,300        |
| CONDEMNATION SUPPORT                           | \$10,900        |
| DEMOLITION                                     | \$ 7,600        |
| PROPERTY MANAGEMENT/MAINTENANCE CLEAN-UP COSTS | \$37,000        |
| FILE CLOSE OUT                                 | \$ 4,900        |
| <hr/>  |                 |
| <b>TOTAL</b>                                   | <b>\$80,000</b> |



**Contra  
Costa  
County**

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: April 14, 2015

Subject: Consulting Services Agreement with Summit CM, Inc., for the Alhambra Valley Road Safety Improvements Project

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (CSA) with Summit CM, Inc. (dba Summit Associates ("Summit")), in an amount not to exceed \$311,000 for construction management services for the Alhambra Valley Road Safety Improvements Project, for the period March 31 through December 31, 2015, Martinez area. (County Project No. 0662-6R4101, Federal Project No. HRRRL/HSIPL-5928(098))

**FISCAL IMPACT:**

This project, including this CSA, is funded by 44% Federal Highway Safety Improvement Program (HSIPL), 38% Federal High Risk Rural Road (HRRRL) Program and 18% Local Road Funds.

**BACKGROUND:**

The project consists of approximately 2,500 linear feet of shoulder widening along Alhambra Valley Road near the Bear Creek Road intersection, including curve realignment, slope buttressing, landslide repair, cut and fill, paving, signing and striping, culvert replacement, asphalt and concrete driveway conforms and ditches, in the Martinez area.

Summit was selected to provide construction management services for the project after completing a request for qualifications solicitation, technical proposal, and interview process. Public Works has successfully negotiated with Summit to provide the construction management services.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kevin Emigh (925)  
313-2000

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval, this CSA will not be in effect. A delay in the construction of the Alhambra Valley Road Safety Improvements 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, Public Works Director/Chief Engineer

Date: April 14, 2015

Subject: Approve Real Property Services Agreement Amendment No. 3 to Provide Right of Way Services to the Solano Transportation Authority

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Real Property Services Agreement Amendment No. 3 with the Solano Transportation Authority (STA), to increase the amount payable to Contra Costa County by \$105,000, from \$783,505 to a new payment limit of \$888,505, to provide additional right of way services to STA for the I-80/I-680/SR-12 Project, Fairfield area. (Project No. 4500-6X5800)

**FISCAL IMPACT:**

Solano Transportation Authority will pay 100% of the actual costs for Real Estate Division staff right of way services.

**BACKGROUND:**

STA requires a variety of right of way services for its I-80/I-680/SR-12 Interchange Project, but STA has no right of way staff. On December 1, 2010, the County and STA entered into a Real Property Services Agreement. Under the Agreement, the County's Public Works Department, Real Estate Services Division has been providing Project-related right of way acquisition services to STA, and STA has been paying the County for its actual costs to provide those services. The Agreement has been amended on two prior occasions, to increase the payment limit of the Agreement, and to specify additional right of way services to be provided to STA. This third amendment (attached) will increase the payment limit of the Agreement, to enable STA to pay the County for additional right of way services that will be provided to STA.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Lisa Zaragoza (925)  
313-2223

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

By: , Deputy

cc: Auditor-Controller, PW Finance, Solano Transportation

CONSEQUENCE OF NEGATIVE ACTION:

STA would not be able to contract for additional right of way services to be provided by Real Estate staff.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Amendment No. 3



**REAL PROPERTY SERVICES AGREEMENT**  
**AMENDMENT NO. 3**

1. **Effective Date and Parties.** Effective on March 1, 2014, the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter referred to as "County"), and Solano Transportation Authority, a joint powers agency (hereinafter referred to as "Agency"), hereby amend the Real Property Services Agreement entered into by the parties (effective December 1, 2010), as previously amended as follows:
2. **Amendment Specifications:** The Agreement identified above is hereby amended as set forth in the Real Property Services Agreement Amendment No. 3 Scope of Services attached hereto, which is incorporated herein by reference.
3. **Payment Limit Increase:** The payment limit in Section 4 (Payment for Services) of the above described Agreement is hereby increased by \$105,000 from \$783,505 to a new total payment limit of \$888,505.

**COUNTY OF CONTRA COSTA**

**SOLANO TRANSPORTATION AUTHORITY**

By \_\_\_\_\_  
Public Works Director

By \_\_\_\_\_  
Daryl Halls, Executive Director

Recommended for Approval:

Approved as to Form:  
by STA Legal Counsel

By  \_\_\_\_\_  
Principal Real Property Agent

By \_\_\_\_\_

APPROVED AS TO FORM  
by County Counsel

By  \_\_\_\_\_  
DEPUTY

**SOLANO TRANSPORTATION AUTHORITY (STA)**  
**WB I-80 to SR12 (West Connector and Green Valley Rd. Interchange**  
**Improvement Project)**  
**RIGHT OF WAY SCOPE OF SERVICES**  
**(AMENDMENT 3)**

1. The Payment Limit as set forth in Section 4 of the Agreement is increased by \$105,000 from \$783,505 to a new Payment Limit of \$888,505. This increase is based on the following budget of additional costs for services the County will provide under Section 3 of the Agreement.

**RIGHT OF WAY SERVICES \* - 23 OWNERSHIPS**

*\*See page 4 for detailed breakdown of estimate*

|                         |                     |
|-------------------------|---------------------|
| ADMINISTRATION          | \$43,300.00         |
| APPRAISAL<br>SUPPORT    | \$ 4,500.00         |
| NEGOTIATIONS            | \$46,800.00         |
| CONDEMNATION<br>SUPPORT | <u>\$10,400.00</u>  |
| <b>TOTAL</b>            | <b>\$105,000.00</b> |

2. The attached Right of Way Services Cost Estimate Table (Cost Estimate) indicates how it is anticipated that the above costs will be allocated by position and category of services.

CONTRA COSTA PUBLIC WORKS DEPARTMENT  
RIGHT OF WAY SERVICES  
COST ESTIMATE

Project Name: Solano Transportation Authority West Bound I-80 to State Route 12  
(West Connector and Green Valley Rd. Interchange Improvements) 2.28.11

|  | ADMINISTRATION |              | VALUATION (SUPPORT) |             | NEGOTIATIONS |             | CONDEMNATION |              | TOTAL COST<br>ESTIMATE |
|--|----------------|--------------|---------------------|-------------|--------------|-------------|--------------|--------------|------------------------|
|  | Hours          | Amount       | Hours               | Amount      | Hours        | Amount      | Hours        | Amount       |                        |
| Position                                 |                |              |                     |             |              |             |              |              |                        |
| Principal Real Property Agent            | 25             | 5500         | 0                   | 0           | 0            | 0           | 5            | 1100         |                        |
| Supervising Real Property Agent          | 60             | 10800        | 25                  | 4500        | 200          | 36000       | 45           | 8100         |                        |
| Senior Real Property Agent               |                | 0            | 0                   | 0           | 0            | 0           | 0            | 0            |                        |
| Associate Real Property Agent            |                | 0            | 0                   | 0           | 0            | 0           | 0            | 0            |                        |
| Senior Real Property Technical Assistant | 225            | 27000        | 0                   | 0           | 90           | 10800       | 10           | 1200         |                        |
| Real Property Technical Assistant        |                | 0            | 0                   | 0           |              |             | 0            | 0            |                        |
|  |                |              |                     |             |              |             |              |              |                        |
|  |                |              |                     |             |              |             |              |              |                        |
|  |                |              |                     |             |              |             |              |              |                        |
|  |                |              |                     |             |              |             |              |              |                        |
| <b>TOTAL (ROUNDED)</b>                   | 310            | \$ 43,300.00 | 25                  | \$ 4,500.00 | 290          | \$46,800.00 | 60           | \$ 10,400.00 | \$ 105,000.00          |



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Parking Restriction on Highway 4 (District III)

---

**RECOMMENDATION(S):**

RECEIVE the request from the Town of Discovery Bay to restrict parking on State Route 4 (Highway 4).

ADOPT Traffic Resolution No. 2015/4426 to declare a portion of Highway 4 a No Parking Zone; and,

DIRECT the Public Works Director to request the California Department of Transportation (Caltrans) to implement the parking restriction.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The president of the Board or Directors for the Town of Discovery Bay sent a letter requesting the California Department of Transportation (Caltrans) restrict parking on a portion of Highway 4 in the Discovery Bay area. Contra Costa County District III Supervisor Mary N. Piepho's office then sent a letter of support to Caltrans for the requested parking restriction on the same portion of Highway 4. Subsequently, Caltrans indicated a need for support from the Contra Costa County Board of Supervisors before proceeding with the stated request.

**CONSEQUENCE OF NEGATIVE ACTION:**

Trucks and/or trailers will continue to park on Highway 4 in the Discovery Bay area.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Monish Sen, (925)  
313-2187

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Traffic Resolution 2015/4426

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

Adopted this Traffic Resolution on April 14, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**RESOLUTION NO. 2015/4426**  
**Supervisory District III**

**SUBJECT:** Declare a portion of Highway 4 (Caltrans) a No Parking Zone, Discovery Bay area. (District III)

The Contra Costa County Board of Supervisors RESOLVES that:

Based on the request of the Town of Discovery Bay, the following traffic regulation is recommended:

Pursuant to Section 22507 of the California Vehicle Code, prohibit parking at all times on Highway 4 (Caltrans), beginning at Bixler Road (Road No. 9163A) and extending east to the County line, Discovery Bay area. (District III)

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  
CA Dept. of Transportation

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, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Assignments of Five Easements to PG&E in Connection with the State Route West Gap Project, Hercules Area.

---

**RECOMMENDATION(S):**

1. APPROVE the assignment of five easements to Pacific Gas and Electric Company (PG&E) and AUTHORIZE the Chair, Board of Supervisors, to execute said assignments on behalf of Contra Costa County (County), for utility purposes in accordance with the Utility Agreement between the State and PG&E and pursuant to Government Code Section 1240.330(a). Project No. 4660-6X4152. SCH No. 95043029.
2. DETERMINE that the assignments are in the public interest and will not substantially conflict or interfere with the County's use of the property.
3. DIRECT the Real Estate Division of the Public Works Department to deliver a certified copy of this Board Order with each assignment of the easement to PG&E for acceptance and recording in the office of the County Recorder.

**FISCAL IMPACT:**

100% Contra Costa Transportation Authority funds.

**BACKGROUND:**

In 1998, the Contra Costa Transportation Authority (CCTA) and the County entered into an agreement for the County to provide right of way services for the State Route 4 - West Gap Project (Project). The terms of the agreement included the County initially taking title for various property rights for the Project and to transfer those rights to the appropriate agencies at a later date.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Lucy Owens (925)  
313-2229

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Pursuant to the Utility Agreement between the State and PG&E, it was determined that in order to construct the Project, PG&E's existing facilities needed to be removed and relocated. This work has been completed and Real Estate staff has been directed by CCTA staff to transfer to PG&E the easements described as Exhibit "A", in each attached assignment of easement.

CONSEQUENCE OF NEGATIVE ACTION:

PG&E will not have rights to its facilities that were agreed upon in the Utility Agreement.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Assignment No. 1

Assignment No. 2

Assignment No. 3

Assignment No. 4

Assignment No. 5



RECORDING REQUESTED BY AND RETURN TO:

*PACIFIC GAS AND ELECTRIC COMPANY  
Land Services Office -Attn: R. Burton  
1850 Gateway Blvd., 1<sup>st</sup> Floor  
Concord, California 94520*

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax\$ \_\_\_\_\_

- ☐ This is a conveyance where the consideration and  
Value is less than \$100.00 (R&T 11911).  
☐ Computed on Full Value of Property Conveyed, or  
☐ Computed on Full Value Less Liens  
& Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD 2402-03-0751**

**ASSIGNMENT**

Assessor's Parcel No.: 362-010-007

CONTRA COSTA COUNTY, a political subdivision of the State California, its successors, and assigns, hereinafter called "ASSIGNOR", hereby assigns, transfers and conveys to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", all of Assignor's rights, title, interests and obligations set out in the Final Order of Condemnation and described in Exhibit A, for the purposes described in Exhibit A, and identified as Parcel 2 (56458-2), conveyed by Tosco Corporation, a Nevada corporation; and C.S. Land, Inc., recorded August 27, 2002, Series No. 2002-0301156, Official Records of Contra Costa County, State of California.

The parcel of land described in Exhibit "A" and shown upon Exhibit "B" attached hereto and made a part hereof.

Dated: \_\_\_\_\_, \_\_\_\_\_.

CONTRA COSTA COUNTY

By \_\_\_\_\_

Chair, Board of Supervisors

The Area, Region or Location (operating area) - 2  
Land Service Office – North Coast/Concord  
Operating Department: Gas Transmission; Electric Distribution; Gas Distribution;  
Electric Transmission  
USGS location: T02N R03W, Sec 18  
FERC License Number(s) N/A  
PG&E Drawing Number(s) N/A  
State Right of Way Map: H-10363.05 and H-10363.06  
Dwg Ref: URS Corp, Exhibit B, Rev 2/2015 (LD 2402-03-0751)  
PLAT NO. 41E08; 41E09  
LD of any affected documents (if applicable)  
LD of any Cross-referenced documents (if applicable): 2002-0301156 (Final Order  
of Condemnation; an easement for Utility Purposes)  
LD cross reference: 2402-03-0760 (Assignment from Contra Costa County)  
Other related LDs to West Gap Project: 2402-03-0751, 2402-03-0752, 2402-03-0753  
APN 362-010-007  
Doc Type: Assignment  
TYPE OF INTEREST (GT) 05, 52;  
SBE Parcel Number N/A  
(For Quitclaims, % being quitclaimed)  
Order #: originally installed: GM 161804 and GM 4742839  
JCN: 22-99-021 (Relocate SP3 – Order# 9701860-2000)  
JCN: 22-99-022 (Relocate Line 105B – Order# 7019525-2000)  
County: Contra Costa  
Utility Notice Numbers (if applicable)  
851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_  
Prepared By: Maureen Souza  
Checked By: Joe Block  
Revision Number (if applicable)

Note: West Gap Project (Franklin Canyon Road and Claeys Lane, Hercules)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,

Here 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 of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other \_\_\_\_\_

**EXHIBIT "A"**

Real property situated in the Rancho El Pinole, Contra Costa County, State of California.

Being a portion of that parcel of land described in the Grant Deed to C.S. Land Inc., recorded June 11, 1998 as Document No. 98-133022, Official Records of said County, described as follows:


An easement for gas line pipeline purposes and incidents thereto upon, over and across that certain real property described as follows:

**Commencing** at the most easterly corner of Parcel 1 (56458-1) as described in the Final Order of Condemnation, recorded August 27, 2002 as Document No. 2002-0301156, Official Records of said County; thence North 66°44'52" West 52.003 meters along the southerly line of said Parcel 1 (56458-1) to the **Point of Beginning**; thence South 56°07'49" East 64.595 meters; thence South 55°50'46" East 8.736 meters to the westerly line of Parcel 2 (56458-2) as described in said Final Order of Condemnation; thence South 47°58'27" East 33.382 meters along last said line; thence North 55°50'46" West 41.792 meters; thence North 56°07'49" West 79.785 meters to said southerly line of Parcel 1 (56458-1); thence South 73°36'31" East 14.171 meters along last said line; thence South 66°44'52" East 1.714 meters along last said line to the **Point of Beginning**.

Containing an area of 447 square meters more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1983 (CCS83) Zone III (1991.35 HPGN). Multiply distances shown by 1.000060 to obtain ground distances.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.

By  2/4/15  
Dan S. Scott III, PLS 7840 Date



# CONTRA COSTA COUNTY

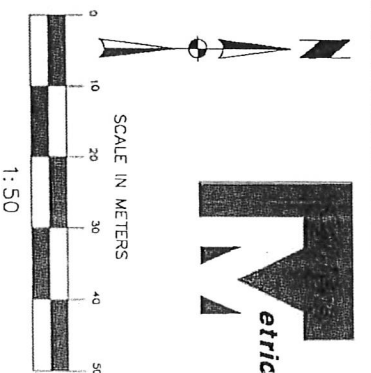
E2 LINE

17.53+83.856 IC

PARCEL 1 (56458-1)  
2002-0101156

POB  
17.53+63.714  
20.245 RT

34



STATE ROUTE 4

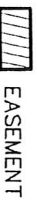
P.O.C.

PARCEL 2 (56458-2)  
UTILITY ESMT  
2002-301156

## LEGEND

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING



EASEMENT

ACCESS PROHIBITED

NOTE: BEARINGS AND DISTANCES SHOWN ARE BASED ON  
THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83)  
ZONE III (1991.35 HPGN) MULTIPLY DISTANCES SHOWN  
BY 1.000060 TO OBTAIN GROUND DISTANCES

## EXHIBIT B

CONTRA COSTA COUNTY

## PGE EASEMENT

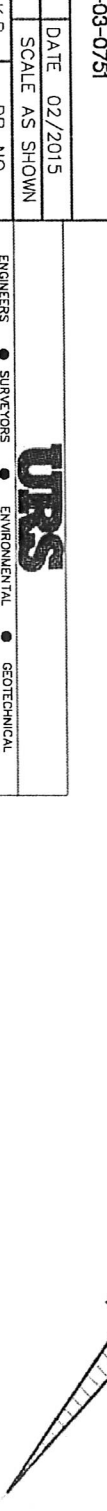
LD 2402-03-07/51

|         |      |       |          |
|---------|------|-------|----------|
| DR. BY  | DSS  | DATE  | 02/2015  |
| CKD. BY |      | SCALE | AS SHOWN |
| CO.     | RTE. | K.P.  | DR. NO.  |
| CC      | 4    | 3.1   | 1 OF 1   |



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(925) 446-3800 FAX: (925) 825-1064

R-10363.06



RECORDING REQUESTED BY AND RETURN TO:

*PACIFIC GAS AND ELECTRIC COMPANY  
Land Services Office -Attn: R. Burton  
1850 Gateway Blvd., 1<sup>st</sup> Floor  
Concord, California 94520*

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax\$ \_\_\_\_\_

☐ This is a conveyance where the consideration and  
Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens  
& Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD 2402-03-0752**

**ASSIGNMENT**

Assessor's Parcel No.: 362-010-005  
& 008

CONTRA COSTA COUNTY, a political subdivision of the State California, its successors, and assigns, hereinafter called "ASSIGNOR", hereby assigns, transfers and conveys to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", all of Assignor's rights, title, interests and obligations set out in the Final Order of Condemnation and described in Exhibit C, for the purposes described in Exhibit C, and identified as Parcel 8 (56459-7), Parcel 9 (56459-8), Parcel 12 (56459-11), Parcel 13 (56459-12), conveyed by Tosco Corporation, a Nevada corporation; and C.S. Land, Inc., recorded August 27, 2002, Series No. 2002-0301156, Official Records of Contra Costa County, State of California.

The parcel of land described in Exhibit "A-1" and Exhibit "A-2" and shown upon Exhibit "B-1" and Exhibit "B-2" attached hereto and made a part hereof.

Dated: \_\_\_\_\_, \_\_\_\_\_.

CONTRA COSTA COUNTY

By \_\_\_\_\_

Chair, Board of Supervisors

The Area, Region or Location (operating area) - 2  
Land Service Office – North Coast/Concord  
Operating Department: Electric Distribution;  
USGS location: T02N R03W, Sec 18  
FERC License Number(s) N/A  
PG&E Drawing Number(s) N/A  
State Right of Way Map: R-10363.03A and R-10363.04 / (56459-7; 56459-8;  
56459-11; 56459-12)  
Dwg Ref: URS Corp, Exhibit B, Rev 2/2015 (LD 2402-03-0752)  
PLAT NO. B0510  
LD of any affected documents (if applicable)  
LD of any Cross-referenced documents (if applicable): 2002-0301156 (Final Order  
of Condemnation; an easement for Utility Purposes)  
LD cross reference: 2402-03-0760 (Assignment from Contra Costa County)  
Other related LDs to West Gap Project: 2402-03-0751, 2402-03-0752, 2402-03-0753  
This LD 2402-03-0752  
APN 362-010-005 and 362-010-008-5  
Doc Type: Assignment  
TYPE OF INTEREST (ED) 03,06,43  
SBE Parcel Number N/A  
(For Quitclaims, % being quitclaimed)  
Order #: originally installed: PM 30010342-99  
County: Contra Costa  
Utility Notice Numbers (if applicable)  
851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_  
Prepared By: Maureen Souza  
Checked By: Joe Block  
Revision Number (if applicable)

Note: West Gap Project (near SR-4, Sycamore Ave and Claeys Lane, Hercules)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Here 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 of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other \_\_\_\_\_



**EXHIBIT "A-1"**

Real property situated in the Rancho El Pinole, Contra Costa County, State of California.

Being a portion of that parcel of land described in the Grant Deed to C.S. Land Inc., recorded June 11, 1998 as Document No. 98-133022, Official Records of said County, described as follows:

**PARCEL 56459-7**

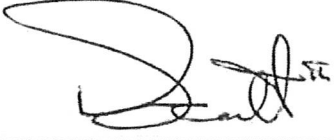
An easement for utility purposes and incidents thereto upon, over and across that certain real property described as follows:

**Commencing** at a point in the westerly line of PARCEL 2 (56459-4) as described in the Final Order of Condemnation recorded August 27, 2002, as Document No. 2002-0301156, Official Records of said County, said point being the southerly terminus of the course described as "North 5°18'25" West 137.637 meters" in said PARCEL 2 (56459-4); thence North 05°18'25" West 10.029 meters along last said line to the **Point of Beginning**; thence South 89°59'14" West 140.631 meters to the beginning of a non-tangent curve concave northeasterly and having a radius of 188.500 meters (a radial line from the radius point to the beginning of said curve bears South 24°57'32" West); thence northwesterly 6.841 meters along said curve through a central angle of 02°04'46", thence North 89°59'14" East 146.501 meters to said westerly line of PARCEL 2 (56459-4); thence South 05°18'25" East 3.013 meters along last said line to the **Point of Beginning**.

Containing an area of 431 square meters more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1983 (CCS83) Zone III (1991.35 HPGN). Multiply distances shown by 1.000060 to obtain ground distances.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.

By  2/4/15  
Dan S. Scott III, PLS 7840 Date



**EXHIBIT "A-2"**

Real property situated in the Rancho El Pinole, Contra Costa County, State of California.

Being a portion of that parcel of land described in the Grant Deed to C.S. Land Inc., recorded June 11, 1998 as Document No. 98-133022, Official Records of said County, described as follows:

**PARCEL 56459-8**

An easement for utility purposes and incidents thereto upon, over and across that certain real property described as follows:

**Commencing** at the northerly terminus of that certain course described as "South 6°31'37" West 31.182 meters" in PARCEL 5 (56459-13) as described in the Final Order of Condemnation recorded August 27, 2002, as Document No. 2002-0301156, Official Records of said County; thence North 06°31'37" East 9.723 meters along the easterly line of Parcel 2 (56459-4) as described in said Final Order of Condemnation to the **Point of Beginning**; thence North 06°31'37" East 3.020 meters along last said line; thence North 89°59'14" East 7.244 meters; thence North 62°26'25" East 64.727 meters; thence North 17°07'39" East 93.080 meters to the southerly line of Parcel 1 (56459-1) as described in said Final Order of Condemnation; thence South 74°45'18" East 3.002 meters along last said line; thence South 17°07'39" West 94.431 meters; thence South 62°26'25" West 66.714 meters; thence South 89°59'14" West 8.324 meters to said easterly line of Parcel 2 (56459-4) and the **Point of Beginning**.

Containing an area of 502 square meters more or less.

**PARCEL 56459-11**

An easement for utility purposes and incidents thereto upon, over and across that certain real property described as follows:

**Beginning** at the southwesterly terminus of that certain course described as "South 62°26'25" West 66.714 meters" in the above-mentioned PARCEL 56459-8; thence North 62°26'25" East 5.958 meters along the last said line; thence South 00°00'46" East 8.023 meters; thence South 62°26'25" West 4.500 meters; thence South 89°59'14" West 6.500 meters; thence North 00°00'46" West 7.349 meters; thence North 89°59'14" East 5.207 meters to the **Point of Beginning**.

Containing an area of 111 square meters more or less.

**PARCEL 56459-12**

An easement for utility purposes and incidents thereto upon, over and across that certain real property described as follows:

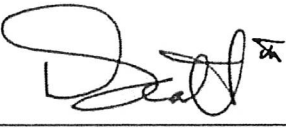
**Beginning** at the northeasterly terminus of that certain course described as "South 62°26'25" West 66.714 meters" in the above-mentioned PARCEL 56459-8; thence North 17°07'39" East 6.483 meters; thence South 72°52'21" East 5.855 meters; thence South 17°07'39" West 10.804 meters; thence South 62°26'25" East 8.928 meters; thence North 72°33'33" West 7.189 meters; thence North 62°26'25" East 7.804 meters to the **Point of Beginning**.

Containing an area of 80 square meters more or less.

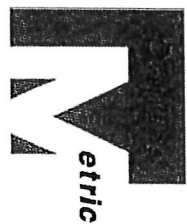
LD2402-03-0752  
Assignment of Easement Rights  
Contra Costa County  
(State Route 4 Gap Project)

The bearings and distances used in the above description are on the California Coordinate System of 1983 (CCS83) Zone III (1991.35 HPGN). Multiply distances shown by 1.000060 to obtain ground distances.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.

By  2/4/15  
Dan S. Scott III, PLS 7840 Date





SCALE IN METERS  
1:100

# CONTRA COSTA COUNTY CITY OF HERCULES

C.S. LAND INC.  
98-13302

N05°18'25"W 137.637m

CLAEYS LANE

CL LINE

PARCEL 56459-4  
2002-0301156

CHEVRON EASEMENT

CL 10+27.000 EC

POB  
CL 10+29.134  
18.915 LT

STACMORE AVENUE

CHEVRON EASEMENT

10.029m

3.013m

PARCEL 56459-7  
3.000m PGE ESMT

N89°59'14"E 146.501m  
S89°59'14"W 140.631m

S24°57'31"W(R)

S27°02'17"W(R)

CL 8+26.865 BC

PIPELINE ESMT  
7117 OR 300

PARCEL 56459-4  
2002-0301156

CL 9+84.588 BC

CL 9+31.588 EC

## EXHIBIT B-1 CONTRA COSTA COUNTY

### PGE EASEMENT

LD 2402-03-0752

|         |      |       |          |
|---------|------|-------|----------|
| DR. BY  | DSS  | DATE  | 02/2015  |
| CKD. BY | DSS  | SCALE | AS SHOWN |
| CO.     | RTE. | K.P.  | DR. NO.  |
| CC      | 4    | 2.2   | 1 OF 1   |

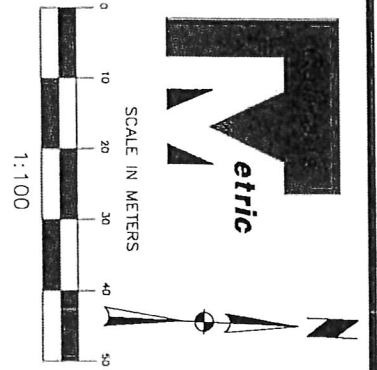
| CURVE DATA TABLE |          |          |        |
|------------------|----------|----------|--------|
| No.              | RADIUS   | DELTA    | LENGTH |
| C1               | 188.500m | 2°04'46" | 6.841m |

NOTE: BEARINGS AND DISTANCES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE III (1991.35 HPGN) MULTIPLY DISTANCES SHOWN BY 1.000060 TO OBTAIN GROUND DISTANCES

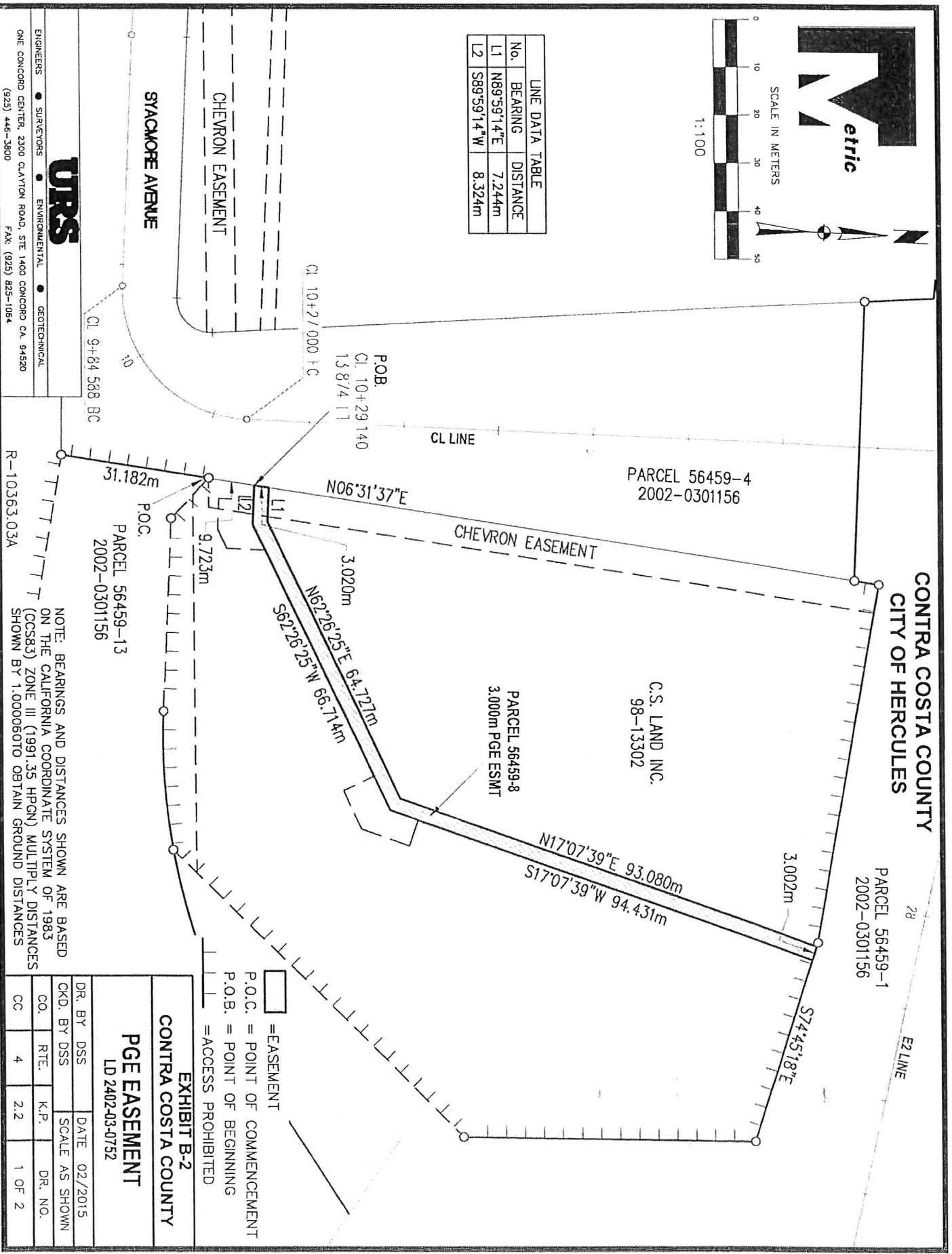
== ACCESS PROHIBITED  
= EASEMENT  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING

ENGINEERS ● SURVEYORS ● ENVIRONMENTAL ● GEOTECHNICAL  
URS  
ONE CONCORD CENTER, 2300 CLAYTON ROAD, STE 1400 CONCORD CA, 94520  
(925) 446-3800 FAX: (925) 825-1084

R-10363.03A



| LINE DATA TABLE |                    |
|-----------------|--------------------|
| No.             | BEARING DISTANCE   |
| L1              | N89°59'14"E 7.244m |
| L2              | S89°59'14"W 8.324m |



**URS**

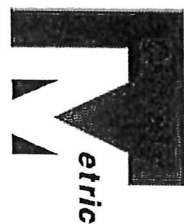
ENGINEERS • SURVEYORS • ENVIRONMENTAL • GEOTECHNICAL

ONE CONCORD CENTER, 2300 CLAYTON ROAD, STE 1400 CONCORD CA. 94520

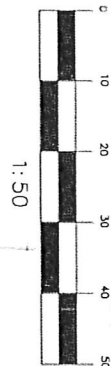
(925) 446-3900 FAX: (925) 825-1064

NOTE: BEARINGS AND DISTANCES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE III (1991.35 HPGN) MULTIPLY DISTANCES SHOWN BY 1.000060 TO OBTAIN GROUND DISTANCES

|  |      |       |          |
|--|------|-------|----------|
| <div> <div></div> <div>= EASEMENT</div> </div> <div> <div></div> <div>= ACCESS PROHIBITED</div> </div> |      |       |          |
| <div> <div>P.O.C. = POINT OF COMMENCEMENT</div> <div>P.O.B. = POINT OF BEGINNING</div> </div>          |      |       |          |
| <div> <div>EXHIBIT B-2</div> <div>CONTRA COSTA COUNTY</div> </div>                                     |      |       |          |
| <div> <div>PGE EASEMENT</div> <div>LD 2402-03-0752</div> </div>  |      |       |          |
| DR. BY   | DSS  | DATE  | 02/2015  |
| CKD. BY  | DSS  | SCALE | AS SHOWN |
| CO.  | RTE. | K.P.  | DR. NO.  |
| CC   | 4    | 2.2   | 1 OF 2   |



SCALE IN METERS



# CONTRA COSTA COUNTY CITY OF HERCULES

| LINE DATA TABLE |                    |
|-----------------|--------------------|
| No.             | BEARING DISTANCE   |
| L1              | N89°59'14"E 5.207m |
| L2              | N62°26'25"E 5.958m |
| L3              | S89°59'14"W 6.500m |

CLAEYS LANE

CL LINE

PARCEL 56459-4  
2002-0301156

CHEVRON EASEMENT

PARCEL 56459-8  
PGE ESMT  
(SEE SHEET 1)

PARCEL 56459-11  
PGE ESMT

C.S. LAND INC.  
98-13302

PARCEL 56459-12  
PGE ESMT

N00°00'46"W-  
7.349m

S00°00'46"E  
8.023m

S62°26'25"W  
4.500m

N72°33'33"W  
7.189m

S62°26'25"E  
8.326m

S17°07'39"W  
10.804m

S72°52'21"E  
5.855m

N17°07'39"E

PARCEL 56459-13  
2002-0301156

= EASEMENT  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
 = ACCESS PROHIBITED

ENGINEERS • SURVEYORS • ENVIRONMENTAL • GEOTECHNICAL  
ONE CONCORD CENTER, 2300 CLAYTON ROAD, STE 1400 CONCORD CA 94520  
(925) 446-3800 FAX: (925) 825-1054

**URS**

R-10363.03A

NOTE: BEARINGS AND DISTANCES SHOWN ARE BASED  
ON THE CALIFORNIA COORDINATE SYSTEM OF 1983  
(CCS83) ZONE III (1991.35 HPGN) MULTIPLY DISTANCES  
SHOWN BY 1.00006010 TO OBTAIN GROUND DISTANCES

EXHIBIT B-2

CONTRA COSTA COUNTY

PGE EASEMENT

LD 2402-03-0752

|         |      |       |          |
|---------|------|-------|----------|
| DR. BY  | DSS  | DATE  | 02/2015  |
| CKD. BY | DSS  | SCALE | AS SHOWN |
| CO.     | RTE. | K.P.  | DR. NO.  |
| CC      | 4    | 2.2   | 2 OF 2   |

RECORDING REQUESTED BY AND RETURN TO:

*PACIFIC GAS AND ELECTRIC COMPANY  
Land Services Office -Attn: R. Burton  
1850 Gateway Blvd., 1<sup>st</sup> Floor  
Concord, California 94520*

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax\$ \_\_\_\_\_

- ☐ This is a conveyance where the consideration and  
Value is less than \$100.00 (R&T 11911).  
☐ Computed on Full Value of Property Conveyed, or  
☐ Computed on Full Value Less Liens  
& Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD 2402-03-0753**

**ASSIGNMENT**

Assessor's Parcel No.: 362-020-016 & & 020

CONTRA COSTA COUNTY, a political subdivision of the State California, its successors, and assigns, hereinafter called "ASSIGNOR", hereby assigns, transfers and conveys to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", all of Assignor's rights, title, interests and obligations set out in the Grant of Easement and identified as Parcel 1 (57100-2), conveyed by Greenpark/Sage Franklin Canyon, LLC, a Delaware limited liability company, recorded December 1, 1999, Series No. 1999-0312786, Official Records of Contra Costa County, State of California.

The parcel of land described in Exhibit "A" and shown upon Exhibit "B" attached hereto and made a part hereof.

Dated: \_\_\_\_\_, \_\_\_\_\_.

CONTRA COSTA COUNTY

By \_\_\_\_\_

Chair, Board of Supervisors

The Area, Region or Location (operating area) - 2  
Land Service Office – North Coast/Concord  
Operating Department: Electric  
USGS location: T02N R03W, Sec 18, MDBM; T02N R03W, Sec 17  
FERC License Number(s) N/A  
PG&E Drawing Number(s) N/A  
State Right of Way Map: H-10363.09  
URS Drawing Dated 2/2015 (PG&E Easement LD 2402-03-0753)  
PLAT NO. B06, B0607, B0612, B0613, B0614  
LD of any affected documents (if applicable)  
LD of any Cross-referenced documents (if applicable): 1999-0312786  
LD cross reference: 2402-03-0751, 2402-03-0752  
LD 2402-03-0753  
APN 362-020-016 and 362-020-020  
Doc Type: Assignment  
TYPE OF INTEREST 03, 06, 43  
SBE Parcel Number N/A  
(For Quitclaims, % being quitclaimed)  
Order #: originally installed:  
JCN: N/A  
County: Contra Costa  
Utility Notice Numbers (if applicable)  
851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_  
Prepared By: Maureen Souza  
Checked By: Joe Block  
Revision Number (if applicable)

Note: West Gap Project (Franklin Canyon Road and Claeys Lane, Hercules)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,

Here 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 of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other \_\_\_\_\_

**EXHIBIT "A"**

Real property situated in the Rancho El Pinole, Contra Costa County, State of California.

Being all of that certain parcel of land described in the Grant of Easement to Contra Costa County recorded December 1, 1999 as Document No. 1999-0312786 Official Records of said County, described as follows:

**PARCEL 57100-2**


An easement for utility purposes and incidents thereto upon, over and across that certain real property described as follows:

**Beginning** at the northerly terminus of that certain course described as North 09°29'00" East 105.23 feet in the Quitclaimed Deed to the State of California recorded March 22, 1983 in Book 11173, Page 824 Official Records of said County, (the bearing of North 09°21'24" East taken for the purpose of this description); thence South 09°21'24" West 9.639 meters along last said course; thence South 86°21'23" West 19.651 meters; thence North 63°54'39" West 18.655 meters to the westerly line of Parcel B as shown on that certain Parcel Map filed December 26, 1975 in Book 41 of Parcel Maps at Page 42, Records of said County; thence North 08°50'20" East 9.461 meters along last said line to the general northerly line of said Quitclaimed Deed; thence South 79°27'03" East 37.106 meters along last said line to the **Point of Beginning**.

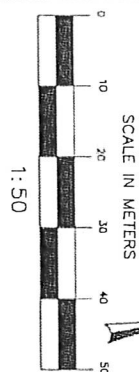
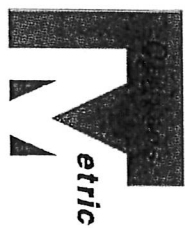
Containing an area of 445 square meters more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1983 (CCS83) Zone III (1991.35 HPGN). Multiply distances shown by 1.000060 to obtain ground distances.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.

By  2/4/15  
Dan S. Scott III, PLS 7840 Date





# CONTRA COSTA COUNTY

## STATE ROUTE 4

E2 LINE

42

W2 LINE

42

10' OFFER OF DEDICATION PER 41 PM 42, NOT ACCEPTED

S79°27'03"E 37.106m

POB.  
E2 41+89.605  
18.179m RT

PARCEL 57/100-2  
PGE ESMT

N63°54'39"W 18.655m  
S86°21'23"W 19.651m

N09°21'24"E 32.072m  
(N09°29'00"E 105.23')

ESMT FOR CUT  
AND FILL SLOPE  
PURPOSES  
13033 OR 246

N08°50'20"E

ESMT FOR ROADWAY  
AND UTILITY PURPOSES  
7144 OR 404

PARCEL A  
41 PM 41

PARCEL B  
41 PM 41

= EASEMENT  
( ) = RECORD DATA PER 11173 OR 824  
P.O.B. = POINT OF BEGINNING  
 = ACCESS PROHIBITED

NOTE: BEARINGS AND DISTANCES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE III (1991.35 HPGN) MULTIPLY DISTANCES SHOWN BY 1.00006070 OBTAIN GROUND DISTANCES

**URS**

ENGINEERS • SURVEYORS • ENVIRONMENTAL • GEOTECHNICAL  
ONE CONCORD CENTER, 2300 CLAYTON ROAD, STE 1400 CONCORD CA. 94520  
(925) 446-3800 FAX: (925) 825-1064

STATE OF CALIFORNIA  
11173 OR 824  
PARCEL MAP  
SUBDIVISION MS 476-99  
177 PM 32

### EXHIBIT B CONTRA COSTA COUNTY

#### PGE EASEMENT LD 2402-03-0753

|         |      |       |          |
|---------|------|-------|----------|
| DR. BY  | DSS  | DATE  | 02/2015  |
| CKD. BY | DSS  | SCALE | AS SHOWN |
| CO.     | RTE. | K.P.  | DR. NO.  |
| CC      | 4    | 3.9   | 1 OF 1   |

RECORDING REQUESTED BY AND RETURN TO:

*PACIFIC GAS AND ELECTRIC COMPANY  
Land Services Office -Attn: R. Burton  
1850 Gateway Blvd., 1<sup>st</sup> Floor  
Concord, California 94520*

Location: City/Uninc \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_

- ☐ This is a conveyance where the consideration and  
Value is less than \$100.00 (R&T 11911).  
☐ Computed on Full Value of Property Conveyed, or  
☐ Computed on Full Value Less Liens  
& Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD 2402-03-0754**

**ASSIGNMENT**

Assessor's Parcel No.: 358-020-014

CONTRA COSTA COUNTY, a political subdivision of the State California, its successors, and assigns, hereinafter called "ASSIGNOR", hereby assigns, transfers and conveys to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", all of Assignor's rights, title, interests and obligations set out in the Final Order of Condemnation and described in Exhibit A, for the purposes described in Exhibit A, and identified as Parcel 10 (56457-13), conveyed by Tosco Corporation, a Nevada corporation; and C.S. Land, Inc., recorded August 27, 2002, Series No. 2002-0301156, Official Records of Contra Costa County, State of California.

The parcel of land described in Exhibit "A" and shown upon Exhibit "B" attached hereto and made a part hereof.

Dated: \_\_\_\_\_, \_\_\_\_\_.

CONTRA COSTA COUNTY

By \_\_\_\_\_

Chair, Board of Supervisors

The Area, Region or Location (operating area) - 2  
Land Service Office – North Coast/Concord  
Operating Department: Gas Transmission; Electric Distribution; Gas Distribution;  
Electric Transmission  
USGS location: T02N R03W, Sec 18  
FERC License Number(s) N/A  
PG&E Drawing Number(s) N/A  
State Right of Way Map: H-10363.03  
Dwg Ref: URS Corp, Exhibit B, Rev 2/2015 (LD 2402-03-0754)  
Caltrans R/W Map R-10363.03 / PGE Easement Parcel 56457-13  
PLAT NO. 41E08; B0510  
LD of any affected documents (if applicable)  
LD of any Cross-referenced documents (if applicable): 2002-0301156 (Final Order  
of Condemnation; an easement for Utility Purposes)  
LD cross reference: 2402-03-0760 (Assignment from Contra Costa County)  
Other related LDs to West Gap Project: 2402-03-0751, 2402-03-0752, 2402-03-753  
This LD 2402-03-0754  
APN 358-020-014  
Doc Type: Assignment  
TYPE OF INTEREST (GT) 05, 11r, 52;  
TYPE OF INTEREST (ED) 03,06,43  
TYPE OF INTEREST (GD) 05, 53  
TYPE OF INTEREST (ET) 02, 42  
SBE Parcel Number N/A  
(For Quitclaims, % being quitclaimed)  
Order #: originally installed:  
JCN: 22-99-021 (Relocate SP3 – Order# 9701860-2000)  
JCN: 22-99-022 (Relocate Line 105B – Order# 7019525-2000)  
County: Contra Costa  
Utility Notice Numbers (if applicable)  
851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_  
Prepared By: Maureen Souza  
Checked By: Joe Block  
Revision Number (if applicable)

Note: West Gap Project (Claeys Lane, Hercules)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,

Here 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 of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other \_\_\_\_\_

**EXHIBIT "A"**

Real property situated in the Rancho El Pinole, Contra Costa County, State of California.

Being a portion of that parcel of land described as Parcel 10 (56457-13) in the Final Order of Condemnation recorded August 27, 2002 as Document No. 2002-0301156, Official Records of said County, described as follows:

**PARCEL 1 (56457-13)**

An easement for gas line pipeline purposes and incidents thereto upon, over and across that certain real property described as follows:

**Commencing** at the most northerly corner of the parcel of land described in the Final Order of Condemnation recorded April 24, 1984 in Book 11756 at Page 440, Official Records of said County; thence South 79°18'20" West 11.386 meters along the northwesterly line of said parcel; thence North 03°07'16" East 18.279 meters to the **Point of Beginning**, said point being coincident with the northwesterly line of the easement to Pacific Gas & Electric recorded April 25, 1968 in Book 5610 at Page 517, Official Records of said County; thence South 78°00'59" West 4.609 meters along last said line; thence South 78°00'59" West 8.019 meters along last said line to the westerly line of said Parcel 10; thence North 03°07'16" East 3.460 meters along last said line to the southerly line of Parcel 4, as described in said Final Order of Condemnation; thence South 76°50'20" East 7.862 meters along last said line to the **Point of Beginning**.

Containing an area of 13 square meters more or less.

**PARCEL 2 (56457-13)**


An easement for gas line pipeline purposes and incidents thereto upon, over and across that certain real property described as follows:

**Commencing** at the most northerly corner of the parcel of land described in the Final Order of Condemnation recorded April 24, 1984 in Book 11756 at Page 440, Official Records of said County; thence South 79°18'20" West 11.386 meters along the northwesterly line of said parcel, thence North 3°07'16" East 18.279 meters to the **Point of Beginning**, said point being coincident with the northwesterly line of the easement to Pacific Gas & Electric recorded April 25, 1968 in Book 5610 at Page 517, Official Records of said County; thence South 78°00'59" West 3.133 meters along last said line; thence North 03°07'16" East 23.836 meters; thence North 28°06'16" West 17.682 meters to the westerly line of said Parcel 10; thence North 03°07'16" East 8.460 meters along last said line to the northerly line of said Parcel 10; thence North 90°00'00" East 12.209 meters along last said line to the easterly line of said Parcel 10; thence South 03°07'16" West 47.265 along last said line to the **Point of Beginning**.

Containing an area of 293 square meters more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1983 (CCS83) Zone III (1991.35 HPGN). Multiply distances shown by 1.000060 to obtain ground distances

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act

By  2/4/15  
Dan S. Scott III, PLS 7840 Date



CONTRA COSTA COUNTY

CLAEYS LANE

CL LINE

PARCEL 2 (56457-10)  
2002-0301156

PARCEL 2  
(56457-13)

PARCEL 4  
2002-0301156

PARCEL 1  
(56457-13)

PARCEL 10  
2002-0301156

PARCEL 2  
CL 12+86.324  
-26.893m LT

12.192m PGE ESMT  
5610 QR 517

PARCEL 1  
CL 12+85.368  
31.398m LT

11756 OR 440

-S79°18'20"W

N03°07'16"E 18.279m

N03°07'16"E 23.836m

N03°07'16"E 47.265m

N90°00'00"E  
12.209m

L5

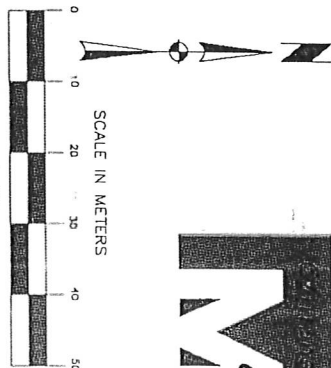
N28°06'16"W  
W789°11'W

NOTE: BEARINGS AND DISTANCES SHOWN ARE BASED ON  
THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83)  
ZONE III (1991.35 HPGN) MULTIPLY DISTANCES SHOWN  
BY 1.000060 TO OBTAIN GROUND DISTANCES

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING

EASEMENT

ACCESS PROHIBITED



| LINE DATA TABLE |             |          |
|-----------------|-------------|----------|
| No.             | BEARING     | DISTANCE |
| L1              | S78°00'59"W | 4.609m   |
| L2              | S78°00'59"W | 8.019m   |
| L3              | N03°07'16"E | 3.460m   |
| L4              | S76°50'20"E | 7.862m   |
| L5              | N03°07'16"E | 8.460m   |
| L6              | S78°00'59"W | 3.133m   |

EXHIBIT B

CONTRA COSTA COUNTY

PGE EASEMENT  
LD 2402-03-0754

|         |      |       |          |
|---------|------|-------|----------|
| DR. BY  | DSS  | DATE  | 02/2015  |
| CKD. BY |      | SCALE | AS SHOWN |
| CO.     | RTE. | K.P.  | DR. NO.  |
| CC      | 4    | 2.0   | 1 OF 1   |

**URS**

ENGINEERS • SURVEYORS • ENVIRONMENTAL • GEOTECHNICAL  
ONE CONCORD CENTER, 2300 CLAYTON ROAD, STE 1400 CONCORD, CA 94520  
(925) 446-3800 FAX: (925) 825-1064

R-10363.03



RECORDING REQUESTED BY AND RETURN TO:

*PACIFIC GAS AND ELECTRIC COMPANY  
Land Services Office -Attn: R. Burton  
1850 Gateway Blvd., 1<sup>st</sup> Floor  
Concord, California 94520*

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD 2402-03-0760**

**ASSIGNMENT**

Assessor's Parcel No.: 358-020-014

CONTRA COSTA COUNTY, a political subdivision of the State California, its successors, and assigns, hereinafter called "ASSIGNOR", hereby assigns, transfers and conveys to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", all of Assignor's rights, title, interests and obligations set out in the Final Order of Condemnation and described in Exhibit A, for the purposes described in Exhibit A, and identified as Parcel 11 (56457-14), conveyed by Tosco Corporation, a Nevada corporation; and C.S. Land, Inc., recorded August 27, 2002, Series No. 2002-0301156, Official Records of Contra Costa County, State of California.

The parcel of land described in Exhibit "A" and shown upon Exhibit "B" attached hereto and made a part hereof.

Dated: \_\_\_\_\_, \_\_\_\_\_.

CONTRA COSTA COUNTY

By \_\_\_\_\_  
Chair, Board of Supervisors

The Area, Region or Location (operating area) - 2  
Land Service Office – North Coast/Concord  
Operating Department: Gas Transmission; Electric Distribution; Gas Distribution;  
Electric Transmission  
USGS location: T02N R03W, Sec 18  
FERC License Number(s) N/A  
PG&E Drawing Number(s) N/A  
State Right of Way Map: H-10363.03 / PGE Easement Parcel 56457-14  
Dwg Ref: URS Corp, Exhibit B, Rev 2/2015 (LD 2402-03-0760)  
PLAT NO. 41E08; B0510  
LD of any affected documents (if applicable)  
LD of any Cross-referenced documents (if applicable): 2002-0301156 (Final Order  
of Condemnation; an easement for Utility Purposes)  
LD cross reference: 2402-03-0754 (Assignment from Contra Costa County)  
Other related LDs to West Gap Project: 2402-03-0751, 2402-03-0752, 2402-03-753  
This LD 2402-03-0760  
APN 358-020-014  
Doc Type: Assignment  
TYPE OF INTEREST (GT) 05, 11r, 52;  
TYPE OF INTEREST (ED) 03,06,43  
TYPE OF INTEREST (GD) 05, 53  
TYPE OF INTEREST (ET) 02, 42  
SBE Parcel Number N/A  
(For Quitclaims, % being quitclaimed)  
Order #: originally installed:  
JCN: 22-99-021 (Relocate SP3 – Order# 9701860-2000)  
JCN: 22-99-022 (Relocate Line 105B – Order# 7019525-2000)  
County: Contra Costa  
Utility Notice Numbers (if applicable)  
851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_  
Prepared By: Maureen Souza  
Checked By: Joe Block  
Revision Number (if applicable)

Note: West Gap Project (Claeys Lane, Hercules)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,

Here 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 of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other \_\_\_\_\_

**EXHIBIT "A"**

Real property situated in the Rancho El Pinole, Contra Costa County, State of California.

Being a portion of that parcel of land described as Parcel 11 (56457-14) in the Final Order of Condemnation recorded August 27, 2002 as Document No. 2002-0301156, Official Records of said County, described as follows:

**PARCEL 1 (56457-14)**


An easement for gas line pipeline purposes and incidents thereto upon, over and across that certain real property described as follows:

**Commencing** at the most northerly corner of the parcel of land described in the Final Order of Condemnation recorded April 24, 1984 in Book 11756 at Page 440, Official Records of said County; thence South 79°18'20" West 11.386 meters along the northwesterly line of said parcel to the westerly line of Claeys Lane; thence North 03°07'16" East 65.544 meters along last said line; thence South 89°58'44" East 48.509 meters to the **Point of Beginning**, said point being coincident with the easterly line of said Claeys Lane; thence North 90°00'00" East 3.908 meters; thence South 50°06'23" East 17.474 meters to the northwesterly line of the easement to Federal Engineering Company recorded April 2, 1930 in Book 227 at Page 197 Official Records of said County; thence South 60°21'41" West 18.962 meters along last said line to said easterly line of Claeys Lane; thence North 04°15'18" West 0.414 along last said line; thence North 02°45'21" West 12.662 meters along last said line; thence North 01°28'30" West 7.527 meters along last said line to the **Point of Beginning**.

Containing an area of 197 square meters more or less.

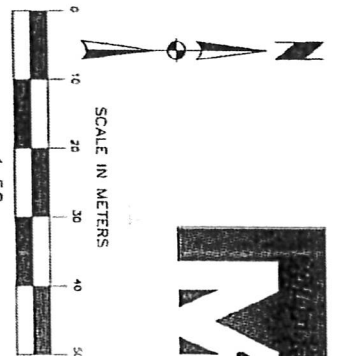
The bearings and distances used in the above description are on the California Coordinate System of 1983 (CCS83) Zone III (1991.35 HPGN). Multiply distances shown by 1.000060 to obtain ground distances

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act

By  2/4/15  
Dan S. Scott III, PLS 7840 Date



# CONTRA COSTA COUNTY



S89°58'44"E 48.509m

POB  
CL 13+53.541  
24.161m RI

N90°00'00"E  
3.908m

PARCEL 11  
2002-0301156

N01°28'30"W  
7.527m

N02°45'21"W  
12.662m

N04°15'18"W  
0.414m

PARCEL 1  
(56457-14)

S60°21'41"W 18.962m  
9.143m FED. ENGR. ESMT  
227 OR 197

PARCEL 2 (56457-10)  
2002-0301156

PARCEL 10  
2002-0301156

N03°07'16"E 65.544m

CLAEYS LANE

CL LINE

PARCEL 5  
2002-0301156

6.096m E.B.M.U.D. ESMT  
3681 OR 205

P.O.C.

## LEGEND

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = TRUE POINT OF BEGINNING

////// EASEMENT

----- ACCESS PROHIBITED

NOTE: BEARINGS AND DISTANCES SHOWN ARE BASED ON  
THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83)  
ZONE III (1991.35 HPGN) MULTIPLY DISTANCES SHOWN  
BY 1.00006070 OBTAIN GROUND DISTANCES



ENGINEERS • SURVEYORS • ENVIRONMENTAL • GEOTECHNICAL  
ONE CONCORD CENTER, 2100 CLAYTON ROAD, STE 1400 CONCORD, CA 94520  
(925) 446-3800 FAX: (925) 925-1064

R-10363.03

## EXHIBIT B

CONTRA COSTA COUNTY

## PGE EASEMENT

LD 2402-03-0760

|         |      |       |          |
|---------|------|-------|----------|
| DR. BY  | DSS  | DATE  | 02/2015  |
| CKD. BY |      | SCALE | AS SHOWN |
| CO.     | RTE. | K.P.  | DR. NO.  |
| CC      | 4    | 2.0   | 1 OF 1   |



Contra  
Costa  
County

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: April 14, 2015

Subject: APPROVE the Conveyance of an Easement Deed to PG&E in Connection with the State Route West Gap Project, Hercules area.

**RECOMMENDATION(S):**

APPROVE the conveyance of an Easement Deed to Pacific Gas and Electric Company (PG&E) and AUTHORIZE the Chair, Board of Supervisors, to execute the Easement Deed on behalf of Contra Costa County (County), for utility purposes in accordance with the Utility Agreement between the State and PG&E and pursuant to Government Code Section 25526.6. Project No. 4660-6X4152. (SCH No. 95043029)

DETERMINE that the conveyance of said easement is in the public interest and will not substantially conflict or interfere with the County's use of the property.

DIRECT the Real Estate Division of the Public Works Department to deliver a certified copy of this Board Order with the Easement Deed to PG&E for acceptance and recording in the office of the County Recorder.

**FISCAL IMPACT:**

100% Contra Costa Transportation Authority Funds.

**BACKGROUND:**

In 1998, the Contra Costa Transportation Authority (CCTA) and the County entered into an agreement for the County to provide right of way services for the State Route 4 - West Gap Project (Project). The terms of the agreement included the County initially taking title for various property rights for the Project and to transfer those rights to the appropriate agencies at a later date.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Lucy Owens (925)  
313-2229

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

By: , Deputy

cc:

#### BACKGROUND: (CONT'D)

Pursuant to the Utility Agreement between the State and PG&E, it was determined that in order to construct the Project, PG&E's existing facilities needed to be removed and relocated. This work has been completed and Real Estate staff has been directed by CCTA staff to transfer to PG&E the easement described in Exhibit "A", attached, for the area necessary for their relocated facilities

#### CONSEQUENCE OF NEGATIVE ACTION:

Should the Board elect to not convey the Easement Deed, PG&E will not have rights to its facilities that were agreed upon in the Utility Agreement.

#### CHILDREN'S IMPACT STATEMENT:

Not applicable.

#### ATTACHMENTS

Easement Deed

RECORDING REQUESTED BY AND RETURN TO:

**PACIFIC GAS AND ELECTRIC COMPANY**  
**Land Rights Office**  
**1850 Gateway Boulevard, 7<sup>th</sup> Floor**  
**Concord, CA 94520**

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

☐ This is a conveyance where the consideration and  
Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens  
& Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD 2402-03-0758**

**EASEMENT DEED**

2014249 (22-99-021,022) 05-14-01  
West Gap Project

CONTRA COSTA COUNTY, a political subdivision of the State of California,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grants to Grantee the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as Grantee shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and such underground wires, cables, conduits, appliances, fixtures and appurtenances, as Grantee shall from time to time elect for communication purposes, together with adequate protection therefor, and also a right of way, within the hereinafter described easement area lying within Grantor's lands which are situated in the County of Contra Costa, State of California, and are described as follows:

(APN 358-020-014-9)

The aforesaid easement area is described as follows:

The parcel of land described in Exhibit "A" and shown upon Exhibit "B" attached hereto and made a part hereof.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim



and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the installation and replacement of said facilities;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

Grantee hereby covenants and agrees:

(a) not to fence said easement area;

(b) to promptly backfill any excavations made by it on said easement area and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or plant any trees or vines, or construct associated supporting structures, within ten feet of the edge(s) of the pipeline(s), or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated \_\_\_\_\_, 20\_\_\_\_.

CONTRA COSTA COUNTY

Dated \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors

The Area, Region or Location (operating area) - 2  
Land Service Office – North Coast/Concord  
Operating Department: Gas Transmission  
USGS location: T02N R03W, Sec 18, MDBM  
FERC License Number(s) N/A  
PG&E Drawing Number(s) N/A  
Record Map Sheet R-10363.03  
Dwg Ref: URS Corp, Exhibit B, Rev 2/2015 (LD 2402-03-0758)  
Caltrans R/W Map R-10363.03 / PGE Easement Parcel 56457-13  
PLAT NO. 41E08  
LD of any affected documents (if applicable): 2402-04-0897 (Line 105B);  
2402-04-0453 (SP3)  
LD Cross Reference: 2402-03-0754 (Assignment); 2402-03-0758 (Easement);  
2402-03-0759 (JUA/City of Hercules); LD 2402-03-0760 (Assignment)  
APN 358-020-014-9  
Doc Type: Easement  
TYPE OF INTEREST 05, 11r, 52  
SBE Parcel Number N/A  
(For Quitclaims, % being quitclaimed)  
Order #: originally installed:  
JCN: 22-99-021 (Relocate SP3 – Order# 9701860-2000)  
JCN: 22-99-022 (Relocate Line 105B – Order# 7019525-2000)  
County: Contra Costa  
Utility Notice Numbers (if applicable)  
851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_  
Prepared By: Maureen Souza  
Checked By: Joe Block  
Version Number (if applicable)

Note: West Gap Project (Claeys Lane, Hercules)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,

Here 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 of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other \_\_\_\_\_

**EXHIBIT "A"**

Real property situated in the Rancho El Pinole, Contra Costa County, State of California.

Being a portion of that parcel of land described as Parcel 10 (56457-13) in the Final Order of Condemnation recorded August 27, 2002 as Document No. 2002-0301156, Official Records of said County, described as follows:

**PARCEL 1**

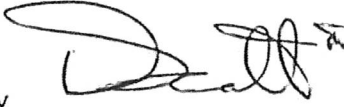
An easement for gas line pipeline purposes and incidents thereto upon, over and across that certain real property described as follows:

**Commencing** at the most northerly corner of the parcel of land described in the Final Order of Condemnation, recorded April 24, 1984 in Book 11756 at Page 440, Records of said County; thence South 79°18'20" West 11.386 meters along the northwesterly line of said Final Order of Condemnation to the westerly line of Parcel 2 (56457-10) as described in said Document Number 2002-0301156, thence North 03°07'16" East 16.291 meters along last said line to the southerly line of Parcel 4 as described in said Document Number 2002-0301156; thence North 76°50'20" West 3.070 meters along last said line to the **Point of Beginning**, said point being coincident with the northwesterly line of the easement to Pacific Gas & Electric recorded April 25, 1968 in Book 5610 at Page 517, Official Records of said County; thence North 76°50'20" West 7.862 meters to the westerly line of said Parcel 10; thence North 03°07'16" East 37.970 meters along last said line to the northeasterly line of said Parcel 4; thence South 28°06'16" East 17.682 meters along last said line; thence South 03°07'16" West 23.836 meters; thence South 78°00'59" West 1.476 meters to the **Point of Beginning**.

Containing an area of 286 square meters more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1983 (CCS83) Zone III (1991.35 HPGN). Multiply distances shown by 1.000060 to obtain ground distances.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.

By  2/4/15  
Dan S. Scott III, PLS 7840 Date



CONTRA COSTA COUNTY

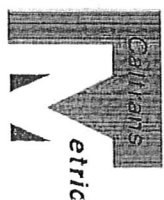
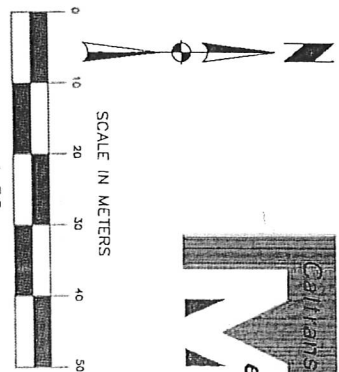
PARCEL 4  
2002-0301156

PARCEL 1  
PGE EASEMENT

CLAEYS LANE

CL LINE

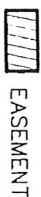
PARCEL 2 (56457-10)  
2002-0301156



| LINE DATA TABLE |             |          |
|-----------------|-------------|----------|
| No.             | BEARING     | DISTANCE |
| L1              | S78°00'59"W | 1.476m   |

LEGEND

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING



EASEMENT



ACCESS PROHIBITED

NOTE: BEARINGS AND DISTANCES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE III (1991.35 HPGN) MULTIPLY DISTANCES SHOWN BY 1.000060 TO OBTAIN GROUND DISTANCES

EXHIBIT B

CONTRA COSTA COUNTY

PGE EASEMENT

LD 2402-03-0758

| DR. BY  | DSS  | DATE           | 02/2015 |
|---------|------|----------------|---------|
| OKD. BY |      | SCALE AS SHOWN |         |
| CO.     | RTE. | K.P.           | DR. NO. |
| CC      | 4    | 2.2            | 1 OF 1  |

**URS**

ENGINEERS • SURVEYORS • ENVIRONMENTAL • GEOTECHNICAL

ONE CONCORD CENTER, 2300 CLAYTON ROAD, STE. 1400 CONCORD, CA 94520

(925) 446-3800

FAX: (925) 825-1054

R-10363.03

11756 OR 440

P.O.C.

3681 OR 205

11.386m  
S79°18'20"W

6.096m E.B.M.U.D.

12.192m PGE ESM1  
5610 OR 517

POB  
C1 12+85.591  
31+417m L1  
3.070m

7.862m

N76°50'20"W

N03°07'16"E 37.970m

S03°07'16"W 23.836m

S28°06'16"E 17.682m

N03°07'16"E 16.291m



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Consulting Services Agreement with 4LEAF, Inc., Countywide. Project No. Various

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with 4LEAF, Inc., in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide.

**FISCAL IMPACT:**

Work performed under this on-call consulting services agreement is funded by developer fees, local, state and federal funds for road, flood control, and airport projects.

**BACKGROUND:**

The Public Works Department is involved in various projects in the County which require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the six firms to provide construction management services on an "on-call" basis. The consultant will augment Public Works Design/Construction staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call consulting services agreement will be in effect for three years.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without approval from the Board of Supervisors, there will be possible delay in completing projects requiring construction management services. Executing this contract will facilitate the process of construction for various Public Works projects requiring a construction management expertise.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kevin Emigh (925)  
313-2000

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

By: , Deputy

cc:

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Consulting Services Agreement with Park Engineering, Inc., Countywide. Project No. Various

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with Park Engineering, Inc., in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide.

**FISCAL IMPACT:**

Work performed under this on-call consulting services agreement is funded by developer fees, local, state and federal funds for road, flood control, and airport projects.

**BACKGROUND:**

The Public Works Department is involved in various projects in the County which require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the six firms to provide construction management services on an "on-call" basis. The consultant will augment Public Works Design/Construction staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call consulting services agreement will be in effect for three years.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without approval from the Board of Supervisors, there will be possible delay in completing projects requiring construction management services. Executing this contract will facilitate the process of construction for various Public Works projects requiring a construction management expertise.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kevin Emigh (925)  
313-2000

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

By: , Deputy

cc:



CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Consulting Services Agreement with Parsons Brinckerhoff, Inc., Countywide. Project No. Various

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with Parson Brinckerhoff, Inc., in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide.

**FISCAL IMPACT:**

Work performed under this on-call consulting services agreement is funded by developer fees, local, state and federal funds for road, flood control, and airport projects.

**BACKGROUND:**

The Public Works Department is involved in various projects in the County which require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the six firms to provide construction management services on an "on-call" basis. The consultant will augment Public Works Design/Construction staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call consulting services agreement will be in effect for three years.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without approval from the Board of Supervisors, there will be possible delay in completing projects requiring construction management services. Executing this contract will facilitate the process of construction for various Public Works projects requiring a construction management expertise.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kevin Emigh (925)  
313-2000

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Consulting Services Agreement with Quincy Engineering, Inc., Countywide. Project No. Various

---

**RECOMMENDATION(S):**

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 \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide.

**FISCAL IMPACT:**

Work performed under this on-call consulting services agreement is funded by developer fees, local, state and federal funds for road, flood control, and airport projects.

**BACKGROUND:**

The Public Works Department is involved in various projects in the County which require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the six firms to provide construction management services on an "on-call" basis. The consultant will augment Public Works Design/Construction staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call consulting services agreement will be in effect for three years.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without approval from the Board of Supervisors, there will be possible delay in completing projects requiring construction management services. Executing this contract will facilitate the process of construction for various Public Works projects requiring a construction management expertise.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kevin Emigh (925)  
313-2000

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: April 14, 2015

Subject: Consulting Services Agreement with Summit CM, Inc. d/b/a Summit Associates Countywide. Project No. Various

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with Summit CM, Inc. (dba Summit Associates), in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide.

**FISCAL IMPACT:**

Work performed under this on-call consulting services agreement is funded by developer fees, local, state and federal funds for road, flood control, and airport projects.

**BACKGROUND:**

The Public Works Department is involved in various projects in the County which require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the six firms to provide construction management services on an "on-call" basis. The consultant will augment Public Works Design/Construction staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call consulting services agreement will be in effect for three years.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without approval from the Board of Supervisors, there will be possible delay in completing projects requiring construction management services. Executing this contract will facilitate the process of construction for various Public Works projects requiring a construction management expertise.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kevin Emigh (925)  
313-2000

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Consulting Services Agreement with Vali Cooper & Associates, Inc., Countywide. Project No. Various

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with Vali Cooper & Associates, Inc., in an amount not to exceed \$300,000 for on-call construction management services for the period April 14, 2015 through April 14, 2018, Countywide.

**FISCAL IMPACT:**

Work performed under this on-call consulting services agreement is funded by developer fees, various other local, state and federal funds for road, flood control, and airport projects.

**BACKGROUND:**

The Public Works Department is involved in various projects in the County which require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the six firms to provide construction management services on an "on-call" basis. The consultant will augment Public Works Design/Construction staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call consulting services agreement will be in effect for three years.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without approval from the Board of Supervisors, there will be possible delay in completing projects requiring construction management services. Executing this contract will facilitate the process of construction for various Public Works projects requiring a construction management expertise.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kevin Emigh (925)  
313-2000

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

By: , Deputy

cc:



CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Accepting the Relinquishment of Abutter's Rights for land use permit LP11-02016, Walnut Creek area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/122 accepting the Relinquishment of Abutter's Rights, for land use permit LP11-02016 for a project being developed by Chabad of Contra Costa, Walnut Creek area.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Relinquishment of Abutter's Rights is required by condition of approval No. 27 for land use permit LP11-02016.

**CONSEQUENCE OF NEGATIVE ACTION:**

Should the Board elect to not accept the relinquishment, the Abutter's Rights will not be relinquished as required by the land use permit.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: J. A.B. LaRocque,  
925-313-2315

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

By: , Deputy

ATTACHMENTS

Resolution No. 2015/122

Relinquishment of Abutter's  
Rights

Recorded at the request of: BOARD OF SUPERVISORS

Return To: PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES DIVISION

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

Adopted this Resolution on 04/14/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

---

Resolution No. 2015/122

IN THE MATTER OF accepting the Relinquishment of Abutter's Rights, for land use permit LP11-02016, for a project being developed by Chabad of Contra Costa, as recommended by the Public Works Director, Walnut Creek area. (District II)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED:

INSTRUMENT: Relinquishment of Abutter's Rights

REFERENCE: LP11-02016, APN: 184-212-016 GRANTOR: Chabad of Contra Costa

AREA: Walnut Creek

DISTRICT: II

Contact: J. A.B. 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: April 14, 2015

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

By: , Deputy

cc: Current Planning - DCD, Engineering Services Originator: K. Dahl, Chabad of Contra Costa 1671 Newel Ave, W.C., CA 94595

**Recorded at the Request of:**

Contra Costa County  
Public Works Department

**Return To:**

Contra Costa County  
Public Works Department  
Records Section

**Area:** *Walnut Creek*

**Road:** Newell Avenue

**Co. Road No.:** *3844A*

**Development No.:** *LP 11-2016*

**APN:** 184-212-016

---

**RELINQUISHMENT OF ABUTTER'S RIGHTS**

*Lynn C. Zeidman, Chabad Administrator*, the undersigned, being the present title owner of record of the herein described parcel of land, do hereby relinquish abutter's rights of access along Newell Avenue, to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, along the real property situated in the **County of Contra Costa**, State of California, described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map) attached hereto.

It is understood and agreed that **Contra Costa County** and its successors or assign shall incur no liability with respect to such relinquishment of abutter's rights.

The provisions hereof shall insure\*\*\* to the benefit of an be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

The undersigned executed this instrument on *July 2, 2014* (date).

Chabad of Contra Costa, Inc., a California Nonprofit Corporation

(Signature)  
(Name/Title)

*L Zeidman Administrator*

(Signature)  
(Name/Title)

(See Attached Notary)

SEE ATTACHED  
CALIFORNIA  
NOTARIAL CERTIFICATE

*BET 07/02/2014*

## ACKNOWLEDGMENT

State of California

County of CONTRA COSTA)

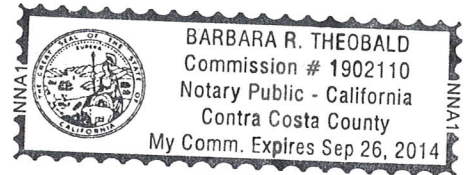
On July 2, 2014 before me, Barbara R. Theobald, Notary Public,  
(insert name and title of the officer)

personally appeared CYN C. LEIDMAN,  
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 Paula L. Keots (Seal)



## 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: Relinquishment of Abutter's Rights

Document Date: 7/2/2014 Number of Pages: 10

Signer(s) Other Than Named Above: \_\_\_\_\_

Job No. 14210

**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

**Relinquishment of Abutter's  
Rights**

That real property located in the unincorporated area of County of Contra Costa, State of California, described as follows:

Being a portion of Lots 25 and 26, as said Lots are shown on the Map of the Newell Tract, filed on February 24, 1940 in Book 24 of Maps at Page 746, Contra Costa County Records, further described as follows:

Beginning at the northwest corner of Parcel 'A', as shown on the Parcel Map of Subdivision MS 202-77 recorded in Book 60 of Parcel Maps at Page 8, Contra Costa County Records, said Point of Beginning also lies on the easterly right-of way of Circle Drive and Newell Avenue, as shown on said map; thence leaving said Point of Beginning along the easterly right-of-way line of Newell Avenue, along a curve to the right, the center of which bears North  $79^{\circ}32'17''$  East, having a radius of 155.00 feet, through a central angle of  $40^{\circ}08'08''$ , for an arc length of 108.58 feet; thence continuing along said easterly right-of-way line of Newell Avenue, South  $58^{\circ}19'16''$  East, 4.87 feet; thence North  $31^{\circ}40'44''$  East, 25.78 feet, to the terminus of said Relinquishment.

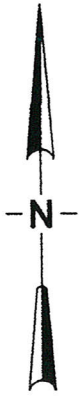
**Excepting Therefrom:** A driveway serving the site described as follows:

Beginning at said northwest corner of said Parcel 'A', thence leaving said Point of Beginning for driveway, along a curve to the right, the center of which bears North  $79^{\circ}32'17''$  East, having a radius of 155.00 feet, through a central angle of  $18^{\circ}11'00''$ , for an arc length of 49.19 feet; to the terminus of the herein described exception.

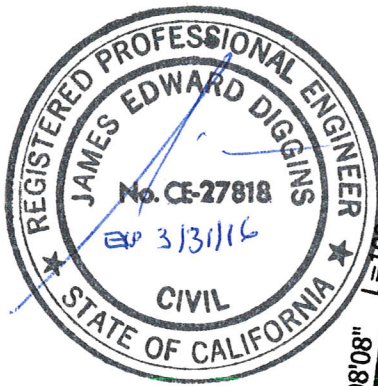
APN: 184-212-016







SCALE: 1" = 20'



NEWELL AVENUE

29.00'  
ACCESS  
ALLOWED

S58°19'16"E  
4.87'

N31°40'44"E 54.78'

D=21°57'08"  
L=59.39'

TOTAL  
L=108.58'

R=155.00' D=40°08'08"  
L=49.19'  
ACCESS  
ALLOWED

CIRCLE  
DRIVE

N79°32'17"E(R)

P.O.B.

APN: 184-212-016  
CHABAD OF CONTRA COSTA, INC.  
(2010-211057)

PARCEL "A"  
(60-PM-8)

EXHIBIT "B"  
PLAT TO ACCOMPANY  
LEGAL DESCRIPTION

RELINQUISHMENT OF ABUTTERS RIGHTS



DeBolt Civil Engineering  
811 San Ramon Valley Boulevard  
Danville, California 94526  
925/837-3780

Date:  
5/22/2014  
Scale:  
1" = 20'  
By:  
JED/adv  
Job No.:  
14210





Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Accepting completion of warranty period and release of cash deposit for subdivision SD04-08700, San Ramon (Dougherty Valley) area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/112 accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD04-08700, for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, San Ramon (Dougherty Valley) area.

**FISCAL IMPACT:**

The funds to be released are developer fees that have been held on deposit. (100% Developer Fees)

**BACKGROUND:**

The landscape improvements have 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 (Right-of-Way Landscaping) 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: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Jocelyn LaRocque,  
925-313-2315

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

By: , Deputy

## ATTACHMENTS

Resolution No.  
2015/112

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 04/14/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2015/112

IN THE MATTER OF accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for subdivision SD04-08700, for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

On November 5, 2013, this Board resolved that the landscape improvements in SD04-08700 were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation 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 REFUND the \$5,800.00 cash deposit (Auditor's Deposit Permit No. 487171, dated July 25, 2007 ) plus interest to Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the Subdivision Agreement.

BE IT FURTHER RESOLVED that upon completion of the warranty and maintenance period, the San Ramon City Council shall accept the landscape improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No. 024 028 221 Dated July 11, 2007, issued by Liberty Mutual Insurance Company, are exonerated.

Contact: **Jocelyn 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: April 14, 2015**

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

By: , Deputy

**cc:** Design/Construction, Engineering Services Originator: J. Capozzo, Current Planning - DCD, Shapell Homes, , 6800 Koll Center Pkwy., Ste. 320, Pleasanton, CA 94506, Liberty Mutual Insurance Company, 512 Township Line Road, Blue Bell, PA 19422, A



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: April 14, 2015

Subject: Public report of litigation settlement agreements that became final during the period February 10, 2015 through March 31, 2015.

**RECOMMENDATION(S):**

RECEIVE public report of litigation settlement agreements that became final during the period of February 10, 2015 through March 31, 2015.

**FISCAL IMPACT:**

Settlement amounts are listed below.

**BACKGROUND:**

Four agreements to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of February 10, 2015 through March 31, 2015.

*County of Contra Costa v. Christine Lee, et al.*, CCC Sup. Ct. Case No. C13-02477. On December 12, 2014, the Board of Supervisors authorized settlement of litigation arising out of a defaulted subdivision. The bonding company agreed to pay the County \$28,327 to settle the lawsuit. The settlement was authorized in closed session by a 5-0 vote. The settlement became final on February 10, 2015.

*County of Contra Costa v. KPR Balmore LLC, et al.*, CCC Sup. Ct. Case No. C13-02485. On December 12, 2014, the Board of Supervisors authorized settlement of litigation arising out of a defaulted subdivision. The bonding company agreed to pay the County \$10,000 to settle the lawsuit. The settlement was authorized in closed session by a 5-0 vote. The settlement became final on March 9, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Thomas Geiger, (925)  
335-1800

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

By: , Deputy

cc: Thomas Geiger, Assistant County Counsel, Sharon Hymes-Offord, Risk Manager

#### BACKGROUND: (CONT'D)

>

*Hossein Tabrizi v. Deputy Gray, County of Contra Costa*, U.S.D.C. Case No. C14-01457 JSW (N.D.Cal.). On March 3, 2015, the Board of Supervisors authorized settlement of this civil rights litigation. Settlement in the amount of \$300,000, inclusive of attorney fees and costs, was authorized in closed session by a 4-0 vote, Supervisor Glover absent. The settlement became final on March 27, 2015. The settlement amount is paid through the Risk Management Liability Internal Service Fund.

*Maria McCullough, et al. v. Contra Costa County, et al.*, U.S.D.C. Case No. C13-05425 TEH (N.D.Cal.). On March 10, 2015, the Board of Supervisors authorized settlement of this civil rights litigation. Settlement in the amount of \$60,000, inclusive of attorney fees and costs, was authorized in closed session by a 4-0 vote, Supervisor Glover absent. The settlement became final on March 10, 2015. The settlement amount is paid through the Risk Management Liability Internal Service Fund.

This report includes final settlements of litigation matters handled by the Office of the County Counsel. This report does not include litigation settlements that were reported by the Risk Management Division of the County Administrator's Office as a consent item on the Board's open session agenda.

#### CONSEQUENCE OF NEGATIVE ACTION:

None. This is an informational report requiring no further action.

#### CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 14, 2015

Subject: claims

---

**RECOMMENDATION(S):**

DENY claims filed by Janine Clark, Seglenda Crigler, Michael Darwis, and Rowena Graves.

**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: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Joellen Balbas  
925.335.1906

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 14, 2015

Subject: ACCEPT Board Members meeting reports for March 2015

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**RECOMMENDATION(S):**

ACCEPT Board Members meeting reports for March 2015.

**FISCAL IMPACT:**

none.

**BACKGROUND:**

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging ex cetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Joellen Balbas  
925.335.1906

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

By: , Deputy

cc:



## ATTACHMENTS

District III

District II

District IV

Report

District I

**Supervisor Mary Nejedly Piepho - March 2015 AB1234 Report**  
*(Government Code Section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc)).*

| Date   | Meeting Name  | Location   | Purpose            |
|--------|---|------------|--------------------|
| 2-Mar  | Meeting with County Administrator, David Twa  | Martinez   | Business Meeting   |
| 2-Mar  | Finance Committee Meeting   | Martinez   | Business Meeting   |
| 2-Mar  | Transportation, Water & Infrastructure Committee Meeting                              | Martinez   | Business Meeting   |
| 3-Mar  | Board of Supervisors Meeting  | Martinez   | Business Meeting   |
| 4-Mar  | Phone Meeting with Debra Vinson, Antioch Unified School District                      | Brentwood  | Business Meeting   |
| 5-Mar  | Phone Meeting with Leah Russin and Ericka Jenssen, Vacinate California                | Brentwood  | Business Meeting   |
| 9-Mar  | Airport Meeting   | Concord    | Business Meeting   |
| 9-Mar  | Phone Meeting with Senate Candidate, Steve Glazer                                     | Brentwood  | Business Meeting   |
| 9-Mar  | Delta Protection Commission Strategic Planning Subcommittee                           | Stockton   | Business Meeting   |
| 9-Mar  | Political Science Class at Los Medanos College  | Brentwood  | Community Outreach |
| 10-Mar | Board of Supervisors Meeting  | Martinez   | Business Meeting   |
| 10-Mar | Housing Authority Meeting   | Martinez   | Business Meeting   |
| 10-Mar | Meeting with Public Works/County Staff  | Martinez   | Business Meeting   |
| 11-Mar | * Delta Stewardship Council and Risk Technical/Policy Workshop                        | Sacramento | Business Meeting   |
| 11-Mar | Meeting with John Wong, Mission Peak Development and Aaron Ross, Richland Communities | Brentwood  | Business Meeting   |
| 12-Mar | Phone Meeting with Fire Chief Carmen, Con Fire  | Brentwood  | Business Meeting   |
| 12-Mar | Transplan Meeting   | Antioch    | Business Meeting   |
| 13-Mar | County Tax Collecting Procedures Committee Meeting                                    | Sacramento | Business Meeting   |
| 13-Mar | Phone Meeting with Sheriff Livingston, Office of the Sheriff                          | Brentwood  | Business Meeting   |

|        |                              |          |                  |
|--------|------------------------------|----------|------------------|
| 31-Mar | Board of Supervisors Meeting | Martinez | Business Meeting |
| 31-Mar | Constituent Meeting          | Martinez | Business Meeting |
|        |                              |          |                  |

\* Reimbursement may come from an agency other than Contra Costa County

## Supervisor Candace Andersen – Monthly Meeting Report *March 2015*

| <u>Date</u> | <u>Meeting</u>                 | <u>Location</u> |
|-------------|--------------------------------|-----------------|
| 1           | Dose of Awareness Event        | San Ramon       |
| 2           | TWIC                           | Martinez        |
| 2           | SWAT                           | Lafayette       |
| 3           | Board of Supervisors           | Martinez        |
| 4           | CCCERA-Swearing in             | Concord         |
| 5           | CTP Ad Hoc                     | Walnut Creek    |
| 5           | County Administrator Meeting   | Martinez        |
| 6           | SRV PAC Meeting                | San Ramon       |
| 9           | Family & Human Services        | Martinez        |
| 10          | Board of Supervisors           | Martinez        |
| 11          | CCCERA                         | Concord         |
| 11          | LAFCO                          | Martinez        |
| 11          | Street Smarts                  | San Ramon       |
| 12          | East Bay EDA (call in)         | Oakland         |
| 12          | Mental Health Commission       | Martinez        |
| 13          | JCC                            | Martinez        |
| 14          | Welcome Home event             | San Ramon       |
| 16          | Alamo Liaison                  | Danville        |
| 16          | 680 Corridor Traffic Study     | San Ramon       |
| 17          | Traffic                        | Danville        |
| 18          | CCTA                           | Walnut Creek    |
| 19          | CCCERA                         | Concord         |
| 19          | Family Justice Center Opening  | Concord         |
| 19          | CCCTA                          | Concord         |
| 19          | ABAG Exec Board                | Oakland         |
| 20          | CTP Ad Hoc                     | Walnut Creek    |
| 20          | Orinda Citizen of Year Event   | Orinda          |
| 24          | CCCTA                          | Lafayette       |
| 25          | CCCERA                         | Concord         |
| 25          | Latino Celebration & Expo      | Walnut Creek    |
| 26          | Legislature Delegation Meeting | Martinez        |
| 26          | CCCSWA                         | Walnut Creek    |
| 27          | Lafayette Citizen of Year      | Lafayette       |
| 28          | Young Children Issues Forum    | Pleasant Hill   |
| 30          | Alamo Elementary Signal        | Alamo           |
| 30          | East Bay EDA (call in)         | Oakland         |
| 31          | Board of Supervisors           | Martinez        |

**Supervisor Karen Mitchoff  
March 2015**

| <b>DATE</b> | <b>MEETING NAME</b>           | <b>LOCATION</b> | <b>PURPOSE</b>               |
|-------------|-------------------------------|-----------------|------------------------------|
| 3/2/2015    | East Bay Women's Conference   | San Ramon       | Community Outreach           |
| 3/3/2015    | Board of Supervisors Meeting  | Martinez        | Decisions on agenda items    |
| 3/4/2015    | CCTA Planning Committee       | Walnut Creel    | Decisions on agenda items    |
| 3/5/2015    | Mayor's Conference            | Martinez        | Community Outreach           |
| 3/6/2015    | Delta Dialogues Meeting       | Sacramento      | Water Advocacy               |
| 3/9/2015    | Airport Committee             | Concord         | Decisions on agenda items    |
| 3/9/2015    | Internal Operations           | Martinez        | Decisions on agenda items    |
| 3/10/2015   | Board of Supervisors Meeting  | Martinez        | Decisions on agenda items    |
| 3/12/2015   | TRANSPAC                      | Pleasant Hill   | Decisions on agenda items    |
| 3/13/2015   | CCHP JCC                      | Martinez        | Decisions on agenda items    |
| 3/18/2015   | BAAQMD Board Meeting          | San Francisc    | Regional Air Quality Meeting |
| 3/18/2015   | CCTA Authority Board          | Walnut Creel    | Decisions on agenda items    |
| 3/19/2015   | ABAG Executive Board Meeting  | Oakland         | Decisions on agenda items    |
| 3/28/2015   | Young Children's Issues Forum | Pleasant        | Community Outreach           |
| 3/30/2015   | BAAQMD Legislative Committee  | San Francisc    | Decisions on agenda items    |
| 3/31/2015   | Board of Supervisors Meeting  | Martinez        | Decisions on agenda items    |

[illegible]



Contra  
Costa  
County

To: Board of Supervisors  
From: Mark Peterson, District Attorney  
Date: April 14, 2015

Subject: Victim's Rights Week Presentation

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**RECOMMENDATION(S):**

ADOPT a Resolution to proclaim April 19-25, 2015 as National Crime Victims' Rights Week in promotion of victims' rights and to recognize crime victims and those who advocate on their behalf.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The National Campaign for Victims' Rights led to President Ronald Reagan's reforms on behalf of crime victims, his declaration of the first National Crime Victims' Rights Week, and victims' rights legislation and victim services. National Crime Victims' Rights Week offers an opportunity to renew and strengthen our partnerships and teamwork and to collaborate with community organizations to mobilize their experience, skills, resources and stakeholders.

In commemoration of National Crime Victims' Rights Week the District Attorney's Office will host on Friday, April 24, 2015 from 10:30 a.m. to noon in the District Attorney's Community Room located at 900 Ward Street, Martinez, a special ceremony to recognize the recipients of this year's awards.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF  
SUPERVISORS**

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

ATTESTED: April 14, 2015

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

Contact: Cherie  
Mathisen

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Clerical Staff: Elsa Coronado

Crime Victim Advocate: Megan Sandoval

District Attorney Investigator: Steven Lynn

Law Enforcement: Crimes Persons: Dave Mathers, Martinez Police Dept.

Deputy District Attorney: Bill Murphy

Making A Difference Award: Ana Rea, CCRMC

Special Courage Award Crime Survivor: Carina Gomez, Pamela Touchstone

Above and Beyond Award: Louise Reeves, Pittsburg Police Department

Special Courage Award: Crime Victim/Witness Schylon Stewart

ATTACHMENTS

Resolution No. 2015/127



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

In the matter of:

Resolution No. 2015/127

**PROCLAIMING APRIL 19-25, 2015 AS NATIONAL CRIME VICTIMS' RIGHTS WEEK**

**WHEREAS**, Americans are the victims of more than 26 million crimes each year and these crimes can touch the lives of anyone regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status;

**WHEREAS**, Many victims face challenges in finding appropriate services, including victims with disabilities, young victims of color, Deaf and hard of hearing victims, LGBTQ victims, tribal victims, elder victims, victims with mental illness, immigrant victims, teen victims, victims with limited English proficiency, and others;

**WHEREAS**, The entire community has a role to play;

**WHEREAS**, Involving survivors helps victim service providers and criminal justice professionals understand the culture, values, and expectations of under- and unserved victims who seek assistance and justice;

**WHEREAS**, Engaging victims' communities and learning from leaders about their unique needs helps service providers foster a supportive and culturally relevant atmosphere in which victims seek help and healing;

**WHEREAS**, Incorporating communities' existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime;

**WHEREAS**, Victims know best how to direct and manage their own lives, and true recovery from crime will incorporate a victim's cultural, religious, economic, social, and personal interests;

**WHEREAS**, With the full weight of their community and victim service providers behind them, survivors will feel empowered to face their grief, loss, fear, anger, and shame, without fear of judgment and will feel understood and worthy of support;

**WHEREAS**, National Crime Victims' Rights Week, April 19-25, 2015, is an opportune time to commit to ensuring that all victims of crime—even those who are challenging to reach or serve—are offered culturally and linguistically accessible and appropriate services in the aftermath of crime;

**WHEREAS**, the Contra Costa County Board of Supervisors is joining forces with the victim service providers, criminal justice agencies, and concerned citizens throughout Contra Costa County and America to raise awareness of victims' rights and observe National Crime Victims' Right Week:

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors does hereby reaffirm their commitment to respect and enforce victims' rights and address their needs during national Crime Victims' Rights Week and throughout the year, and express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community. **BE IT FURTHER RESOLVED THAT** the Board of Supervisors announces the 5th Annual Crime Victims' Rights Week Recognition Ceremony to be hosted by the District Attorney on Friday, April 24, 2015 from 10:30 a.m. to Noon at the District Attorney's Office Community Room, 900 Ward Street, Martinez.

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**JOHN GIOIA**

Chair,  
District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**MARY N. PIEPHO**

District III Supervisor

---

**KAREN MITCHOFF**

District IV Supervisor

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**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: April 14, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: April 14, 2015

Subject: Supervisors proclaim April 2015 as "DMV/Donate Life California Month" in Contra Costa County

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

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

Contact: Laura Case  
925-521-7100

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2015/125

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

In the matter of:

**Resolution No. 2015/125**

**Proclaiming April 2015 as “DMV/Donate Life California Month” in Contra Costa County**

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 122,000 individuals nationwide and more than 22,000 in California are currently on the national organ transplant waiting list, and every 90 minutes one person dies while waiting due to the shortage of donated organs; and

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities; and

WHEREAS, a single individual’s donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 50 others; and a single blood donation can help three people in need; and

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood; and

WHEREAS the spirit of giving and decision to donate are not restricted by age or medical condition; and

WHEREAS, over eleven million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored; and

WHEREAS, California residents can sign up with the Donate Life California Registry when applying for or renewing their driver’s licenses or ID cards at the California Department of Motor Vehicles.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa Board of Supervisors proclaims April 2015 as “**DMV/Donate Life California Month**” in Contra Costa County and in doing so encourages all Californians to check “YES!” when applying for or renewing their driver’s license or I.D. card.

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**JOHN GIOIA**

Chair,  
District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**MARY N. PIEPHO**

District III Supervisor

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**KAREN MITCHOFF**

District IV Supervisor

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**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: April 14, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: April 14, 2015

Subject: ADOPT Resolution to Recognize April 7, 2015 as National Service Recognition Day

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: James Lyons,  
510-231-8692

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2015/119

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

In the matter of:

**Resolution No. 2015/119**

**Proclaiming April 7th, 2015 as National Service Recognition Day in Contra Costa County.**

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's counties are increasingly turning to national service and volunteerism as a cost-effective strategy to meet county needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century and supporting veterans and military families, to providing health services and helping communities recover from natural disasters; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impacts and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to serve; a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with county executives nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National Association of Counties and county executives across the country for the County Day of Recognition for National Service on April 7, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim April 7, 2015 as "National Service Recognition Day" in Contra Costa County and encourages residents to recognize the positive impact of national service in our country, to thank those who serve, and to find ways to give back to their communities.

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**JOHN GIOIA**

Chair,  
District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**MARY N. PIEPHO**

District III Supervisor

---

**KAREN MITCHOFF**

District IV Supervisor

---

**FEDERAL D. GLOVER**

District V Supervisor

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

ATTESTED: April 14, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: April 14, 2015

Subject: ADOPT Resolution to Recognize April as "Sexual Assault Awareness Month" in Contra Costa County, as recommended by Supervisor Gioia.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

#### VOTE OF SUPERVISORS

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

ATTESTED: April 14, 2015

Contact: James Lyons,  
510-231-8692

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

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2015/118

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

In the matter of:

**Resolution No. 2015/118**

**Proclaiming April 2015 Sexual Assault Awareness Month in Contra Costa County.**

WHEREAS, April is Sexual Assault Awareness Month to draw attention to the fact that sexual violence including rape, sexual assault and sexual harassment is widespread and impacts every member of our community; and

WHEREAS, 1 in 5 women and 1 in 71 men will be raped at some point in their lives, and 1 in 5 women and 1 in 16 men are sexually assaulted during their time in college; and

WHEREAS, child sexual abuse prevention and education must be a priority to confront the reality that 1 in 4 girls and 1 in 6 boys will experience a sexual assault before the age of 18; and

WHEREAS, in California there were 9,714 forcible rapes in 2013 and 169 forcible rapes reported in Contra Costa County in the same year; with an increasing number affecting adolescents; and

WHEREAS, many citizens of Contra Costa County are working to provide quality services and assistance to sexual assault survivors; and dedicated volunteers help staff 24-hour hotlines, respond to emergency calls and offer support, comfort and advocacy during medical exams, criminal proceedings, and throughout the healing process; and

WHEREAS, staff and volunteers of Community Violence Solutions and its Rape Crisis Center, Children's Interview Center, Prevention Department and Anti-Trafficking Project programs in Contra Costa County are promoting education by offering training to schools, churches, and civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

WHEREAS, Community Violence Solutions depends on public support and assistance as it continues to work toward a society where all women, children, and men can live in peace, free from violence and exploitation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby join anti-sexual violence advocates and support service programs in the belief that all community members must be part of the solution to end sexual violence, and declare April 2015 as "Sexual Assault Awareness Month" in Contra Costa County, as it's being proclaimed across the United States.

---

**JOHN GIOIA**

Chair,  
District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**MARY N. PIEPHO**

District III Supervisor

---

**KAREN MITCHOFF**

District IV Supervisor

---

**FEDERAL D. GLOVER**

District V Supervisor

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

ATTESTED: April 14, 2015

David J. Twa,

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Adopt Ordinance No. 2015-06 establishing procedures for reverting to acreage previously subdivided land, Countywide.

**RECOMMENDATION(S):**

ADOPT Ordinance No. 2015-06 establishing procedures for reverting to acreage previously subdivided land.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

This ordinance repeals the entire Chapter 924-2 of the County Ordinance Code and replaces it with a new Chapter 924-2, which streamlines the procedure for reverting to acreage previously subdivided land. The Board of Supervisors (Board), on March 31, 2015, introduced Ordinance No. 2015-06, waived the reading, and fixed April 14, 2015 for adoption. This new ordinance would become effective thirty (30) days after passage, and within fifteen (15) days after passage would be published in a local newspaper.

As stated in the March 31, 2015 board order, the current procedure requires three Board actions for reversion to acreage by map (authorization to initiate proceedings, public hearing and adoption of findings, and approving or disapproving a reversion parcel or final map). The current procedure also requires action by the County Planning Commission to approve or disapprove a reversion parcel or final map prior the Board's action to approve or disapprove. Under this new ordinance, action by the County Planning Commission is no longer required. The procedure would be streamlined into two Board actions: 1) Initiation of proceedings; and, 2) approval or disapproval of a parcel or final map. This new procedure would be in accordance with the Subdivision Map Act.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: J. A.B. LaRocque,  
925-313-2315

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

By: , Deputy

cc: T. Geiger, County Counsel, B. Balbas, Deputy Public Works Director, W. Lai, Engineering Services, J. Kopchik, Conservation & Development Director, A. Bhat, Conservation & Development

**BACKGROUND: (CONT'D)**

Under this new ordinance, the procedure for filing a parcel or final map with the County Recorder would be codified. It specifically sets procedures for reversion to acreage initiated by the Board.

**CONSEQUENCE OF NEGATIVE ACTION:**

Should the Board elect to not adopt the ordinance, the procedure for reverting to acreage a previously subdivided land will not be streamlined, and the current procedure will remain.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**ATTACHMENTS**

Ordinance No. 2015-06

## **ORDINANCE NO. 2015-06**

### **REVERSION TO ACREAGE BY MAP**

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

**SECTION I. SUMMARY.** This ordinance, which is adopted pursuant to Government Code section 66499.20.1, authorizes parcel maps to be filed and recorded for the purpose of reverting to acreage previously subdivided land that consists of four or less contiguous parcels under the same ownership. This ordinance also establishes local procedures for reversions to acreage.

**SECTION II.** Chapter 924-2 of the County Ordinance Code is repealed in its entirety and is replaced by new Chapter 924-2, added by this Section II:

#### **Chapter 924-2 REVERSION TO ACREAGE BY MAP**

**924-2.002 General.** Subdivided property may be reverted to acreage pursuant to the provisions of the Subdivision Map Act and this chapter. (Ords. 2015-06 § 2, 78-5.)

#### **924-2.004 Initiation of Proceedings by Petition of Owners.**

- (a) Proceedings to revert subdivided property to acreage may be initiated by petition, in a form prescribed by the County, of all the owners of record of the subdivided property. In addition to the information and data required by the Subdivision Map Act, the petition must include a map for the reversion that complies with this chapter and is conspicuously marked with the following words: "Reversion to Acreage."
- (b) The petition must be filed with the Board of Supervisors along with payment of a processing fee adopted by the Board of Supervisors. If the Public Works Director and the Conservation and Development Director determine that the petition and map meet all requirements of the Subdivision Map Act and this title, the Public Works Director will submit the map and a report with recommendations for approval, conditional approval, or denial of the reversion to acreage to the Board of Supervisors for its consideration. (Ords. 2015-06 § 2, 78-5.)

**924-2.006 Initiation of Proceedings by Board of Supervisors.** The Board of Supervisors, on its own motion, may initiate proceedings to revert property to acreage. If the Board of Supervisors initiates these proceedings, the Public Works Director will prepare and submit a map and a report with recommendations to the Board of Supervisors for its consideration. (Ords. 2015-06 § 2, 78-5.)

#### **924-2.008 Hearing and Approval.**

- (a) For all reversion to acreage proceedings, the Board of Supervisors will conduct a public hearing on the proposed reversion to acreage. Notice of the hearing will be given as required by the Subdivision Map Act.
- (b) The Board of Supervisors may approve a reversion to acreage if it makes the findings specified in Government Code section 66499.16 and includes as conditions of reversion the conditions specified in Government Code section 66499.17. (Ords. 2015-06 § 2, 78-5.)

#### **924-2.010 Filing with the County Recorder.**

- (a) Following approval of a reversion to acreage, the Public Works Director will transmit the map to the office of the County Recorder for filing and recording. A parcel map may be filed and recorded for the purpose of reverting to acreage previously subdivided land that consists of four or less contiguous parcels under the same ownership. A final map must be filed and recorded for all other reversions to acreage. (Ords. 2015-06 § 2, 78-5.)
- (b) For proceedings for reversion to acreage initiated by petition, the map shall be recorded concurrently with a separate statement that all owners consented to the preparation and recording of the map. Except in the circumstances set forth in the Subdivision Map Act, the statement must be signed and acknowledged by all parties having any record title interest in the subdivided real property.
- (c) For proceedings for reversion to acreage initiated by the Board of Supervisors, the map shall be recorded concurrently with a Notice of Reversion to Acreage. The notice will be attested by the Clerk of the Board of Supervisors and state the following:
  - (1) The names of all owners of an interest in the real property.
  - (2) The Board of Supervisors made the following findings in accordance with Government Code section 66499.16, subdivisions (a) and (b):
    - (A) Dedications or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective purposes; and
    - (B) Either:
      - (i) None of the improvements required to be made have been made within two years from the date the final or parcel map was filed for record, or within the time allowed by agreement for completion of

the improvements, whichever is later; or

- (ii) No lots shown on the final map or parcel map have been sold within five years from the date the map was filed for record. (Ords. 2015-06 § 2, 78-5.)

**SECTION III. EFFECTIVE DATE.** This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of supervisors voting for or against it in the Contra Costa Times, a newspaper published in this County.

PASSED on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA,  
Clerk of the Board of Supervisors  
and County Administrator

\_\_\_\_\_  
Board Chair

By:

\_\_\_\_\_  
Deputy

[SEAL]

TLG:

H:\2015\Public Works\reversion to acreage ord - final.wpd





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: April 14, 2015

Subject: REAPPOINTMENT TO THE FISH & WILDLIFE COMMITTEE

---

**RECOMMENDATION(S):**

REAPPOINT the following individual to the District II seat of the Fish & Wildlife Committee for a two-year term with an expiration date of February 28, 2017:

**Susan Heckly**  
301 W. Prospect Avenue  
Danville, CA 94526

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Fish and Wildlife Committee advises the Contra Costa County Board of Supervisors on fish and wildlife issues that may affect the County. It makes recommendations to the Board for the expenditure of funds from the Fish and Wildlife Propagation Fund pursuant to Fish and Game Code Section 13103. It addresses issues surrounding the enforcement of fish and game laws and regulations in the County.

The Fish and Wildlife Committee has ten regular positions, five nominated by individual members of the Board of Supervisors, four "At-Large" positions and one "Alternate to At-Large" position nominated by the Internal Operations Committee of the Board of Supervisors. The Internal Operations Committee considers applications from

---

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Jill Ray,  
925-957-8680

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

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Fish & Wildlife Committee, Appointee

BACKGROUND: (CONT'D)

all interested individuals even when an existing At-Large member or an existing Alternate to At-Large member seeks reappointment. The Internal Operations Committee requests recommendations from the Fish and Wildlife Committee on appointments to At-Large and Alternate to At-Large positions.

Supervisor Andersen is pleased with the work that Ms. Heckly has been doing on the Fish & Wildlife Committee and would like her to continue for another term.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will become vacant.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 14, 2015

Subject: Resignation from Advisory Council on Aging

---

**RECOMMENDATION(S):**

ACCEPT resignation of Arthur Mijares, DECLARE a vacancy in Local Committee, Oakley Seat on the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Mr. Mijares was appointed to the Advisory Council on Aging on September 23, 2014 for the term ending September 30, 2016. The Advisory Council on Aging provides a means for county-wide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of this county. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Advisory Committee on Aging may be unable to conduct routine business.

**CHILDREN'S IMPACT STATEMENT:**

None

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Earl Maciel  
3-1648

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 14, 2015

Subject: Accept Resignation from Advisory Council on Aging

---

**RECOMMENDATION(S):**

ACCEPT resignation of Fritz Brunner, DECLARE a vacancy in Local Committee Walnut Creek Seat on the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Mr. Brunner was appointed to the Advisory Council on Aging on April 22, 2014 for the term ending September 30, 2015. The Advisory Council on Aging provides a means for county-wide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of this county. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Advisory Council on Aging may be unable to conduct routine business.

**CHILDREN'S IMPACT STATEMENT:**

None

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Earl Maciel  
3-1648

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: April 14, 2015

Subject: City of Pleasant Hill's Reappointment to the Aviation Advisory Committee

---

**RECOMMENDATION(S):**

REAPPOINT Derek Mims as the City of Pleasant Hill's representative to the Aviation Advisory Committee, as recommended by the Pleasant Hill City Council.

**Derek Mims**  
16 Pineview Court  
Pleasant Hill, CA 94523

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

On March 23, 2015, Pleasant Hill City Council voted to recommend Derek Mims for reappointment to the Aviation Advisory Committee. Mr. Mims would begin serving as Pleasant Hill's representative to the Committee immediately upon reappointment by the Board of Supervisors and would serve until March 1, 2018.

**CONSEQUENCE OF NEGATIVE ACTION:**

Should the Board elect not to approve the reappointment, the City of Pleasant Hill will not have representation as the seat will become vacant.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Beth Lee, (925)  
681-4200

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

AAC Reappointment



## City of Pleasant Hill

BUCHANAN  
AIRPORT

2015 MAR 26 A 10:38

March 23, 2015

Mr. Keith Freitas, Director of Airports  
Contra Costa County Airports  
550 Sally Ride Drive  
Concord, CA 94520

Re: Pleasant Hill Appointment of Derek Mims to Contra Costa Aviation Advisory Committee

Dear Mr. Freitas:

The Pleasant Hill City Council, at its meeting of March 23, 2015, approved forwarding a recommendation to the Contra Costa County Board of Supervisors to nominate Derek Mims for reappointment to the Contra Costa Aviation Advisory Committee. The reappointment term, if approved by the Board, will expire on March 1, 2018.

Please provide confirmation of the Board's final appointment to:

City of Pleasant Hill  
Attn: Juanita Davalos, Executive Assistant  
100 Gregory Lane  
Pleasant Hill, CA 94523

If you have any questions, feel free to contact Juanita Davalos at 925-671-5283 or [jdavalos@pleasanthillca.org](mailto:jdavalos@pleasanthillca.org).

Thank you for your attention to this matter.

Sincerely,



Kenneth Carlson  
Mayor

KC: jmd

cc: Contra Costa County Clerk of the Board  
Mr. Derek Mims



Contra  
Costa  
County

To: Board of Supervisors  
From: Mary N. Piepho, District III Supervisor  
Date: April 14, 2015

Subject: RESIGNATION FROM BETHEL ISLAND MAC

---

**RECOMMENDATION(S):**

DECLARE vacant the Appointee 3 seat on the Bethel Island Municipal Advisory Council previously held by Jim Montgomery, due to resignation, and DIRECT the Clerk of the Board to post the vacancy.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Mr. Montgomery notified the District III Office of his resignation to the Bethel Island Municipal Advisory Council effective March 13, 2015.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: LEA CASTLEBERRY  
(925) 252-4500

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

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Medical Staff Appointments and Reappointments – March 2015

---

**RECOMMENDATION(S):**

APPROVE request for medical staff appointments and reappointments, additional privileges, revisions to privileges, advancements to permanent staff, voluntary resignations regarding privileges as recommended by the Medical Executive Committee at the March 16, 2015 Meeting, and by the Health Services Director.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

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

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, 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.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Colby Steele

## ATTACHMENTS

List

Telerad  
attachment

Med 25  
attachment

CC7 attachment

**A. New Medical Staff Members**

|                           |                       |
|---------------------------|-----------------------|
| Lance Gee, MD             | Family Medicine       |
| Nicole Hickey, MD         | Internal Medicine     |
| Irina Pyrkova-Corotan, MD | Internal Medicine     |
| Victor Torres-Collazo, MD | Psychiatry/Psychology |

**B. New Staff Affiliation**

|                        |                 |
|------------------------|-----------------|
| Karla Ballesteros, NP  | Family Medicine |
| Sonya Wyrobek, RN, CNM | OB/GYN          |

**C. Request for Additional Privileges**

|                      |                 |
|----------------------|-----------------|
| Katherine Goheen, MD | Family Medicine |
| Margaret Kray, FNP   | Family Medicine |

**D. Advancement to Permanent Staff**

|                        |                       |
|------------------------|-----------------------|
| Allison Block, MD      | Family Medicine       |
| David Brody, MD        | Psychiatry/Psychology |
| Catherine Do, DDS      | Dental                |
| David Piccinati, MD    | Family Medicine       |
| Rohan Radhakrishna, MD | Family Medicine       |
| Margaret Rothman, DO   | Pediatrics            |

**E. Biennial Reappointments**

|                         |                       |   |
|-------------------------|-----------------------|---|
| Stephen Arnold, MD      | Internal Medicine     | C |
| William Berlingieri, MD | Psychiatry/Psychology | C |
| Brian Blaisch, MD       | Pediatrics            | C |
| Ralph Chase, MD         | Anesthesia            | A |
| Charles Crane, MD       | Family Medicine       | C |
| Huy Dao, MD             | OB/GYN                | A |
| Gupta Etwaru, MD        | Surgery               | A |
| Arnold Gilbert, MD      | Psychiatry/Psychology | C |
| Wei-Chun Goh, MD        | Internal Medicine     | C |
| William Hallstein, MD   | Psychiatry/Psychology | C |
| Aaron Hayashi, MD       | Diagnostic Imaging    | A |
| Michelle Holmes, MD     | Family Medicine       | A |
| Kristin Hubert, MD      | Pediatrics            | C |
| Geena Jester, MD        | Family Medicine       | A |
| Lisa Keller, MD         | OB/GYN                | A |
| Jessica Lee, MD         | Psychiatry/Psychology | A |
| John Lee, MD            | Family Medicine       | A |
| Jennifer Levy, MD       | Pediatrics            | C |
| Alice Lin, MD           | Family Medicine       | A |
| Teresa, Madrigal, MD    | Family Medicine       | A |

|                       |                   |   |
|-----------------------|-------------------|---|
| Shelly Maramonte, MD  | Family Medicine   | A |
| Kristin Moeller, MD   | Family Medicine   | A |
| Thomas McDonald, MD   | Surgery           | A |
| Tina Sarvi, DDS       | Dental            | A |
| Nanda Sinha, MD       | Surgery           | A |
| Alan Siegel, MD       | Family Medicine   | A |
| Malaika Scott, MD     | Family Medicine   | A |
| Lynette Stromberg, MD | Internal Medicine | A |

**F. Teleradiology Renewal of Privileges**

|                  |                    |   |
|------------------|--------------------|---|
| Amir Fassihi, MD | Diagnostic Imaging | C |
| Paul Sarai, MD   | Diagnostic Imaging | C |

**G. Voluntary Application Withdrawal**

|                       |                       |
|-----------------------|-----------------------|
| Randall Black, MD     | Psychiatry/Psychology |
| Christopher Evans, DO | Emergency Department  |
| Aaron Frankel, MD     | Anesthesia            |
| Megha Miglani, MD     | Psychiatry/Psychology |
| Lillian Pan, DO       | Emergency Medicine    |
| Jerome Terres, MD     | Anesthesiology        |

**H. Voluntary Resignations**

|                      |                    |
|----------------------|--------------------|
| Philipp Bannwart, MD | Family Medicine    |
| Nancy Ciau, MD       | Pathology          |
| Richard Claveria, MD | Surgery            |
| Brian Hauck, MD      | Internal Medicine  |
| Robert Pollard, MD   | Emergency Medicine |
| H. Faith Wu, MD      | Pediatrics         |
| Eve Yalom, MD        | OB/GYN             |

**I. Revisions to Diagnostic Imaging Privileges for Teleradiologists**

attachment

**J. Modification of Critical Care Privileges (CC7, MED25)**

attachment

# Contra Costa Regional Medical Center Privileges Request Form

Practitioner Name: \_\_\_\_\_

| Departments (s) | Number            | Privilege Descriptions<br><br>D= With Direct Supervision<br>C= With Consultation<br>U= Unrestricted | D/C/U | Training/ Education | Experience | Current Competence           | Requested | Granted | D= Denied<br>P= Pending<br>CNM=Criteria Not Met |
|-----------------|-------------------|---|-------|---------------------|------------|------------------------------|-----------|---------|---|
|                 |                   | <b>Teleradiology</b>  |       |                     |            |                              |           |         |   |
| DIA<br>TEL      | <b>TDIA<br/>1</b> | Plain Film Reading<br>Fluoroscopy, GI, GU   | U     | DIA                 | N/A        | 12 months in<br>last 4 years |           |         |   |
| DIA<br>TEL      | <b>TDIA<br/>2</b> | Ultrasonography   | U     | DIA                 | N/A        | 12 months in<br>last 4 years |           |         |   |
| DIA<br>TEL      | <b>TDIA<br/>3</b> | Computed Tomography   | U     | DIA                 | N/A        | 12 months in<br>last 4 years |           |         |   |
| DIA<br>TEL      | <b>TDIA<br/>6</b> | MRI and MRA   | U     | DIA                 | N/A        | 12 months in<br>last 4 years |           |         |   |
| DIA<br>TEL      | <b>TDIA<br/>7</b> | Arthrography (Read-only)  | U     | DIA                 | 5          | 2 cases in last 4<br>years   |           |         |   |

\_\_\_\_\_  
Signature of Requesting Practitioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Chairperson

\_\_\_\_\_  
Date

**Contra Costa Regional Medical Center  
Privileges Request Form**

Practitioner Name: \_\_\_\_\_

| Departments (s)         | Number    | Privilege Descriptions<br><br>D= With Direct Supervision<br>C= With Consultation<br>U= Unrestricted  | D/C/U | Training/ Education  | Experience  | Current Competence                      | Requested | Granted | D= Denied<br>P= Pending<br>CNM=Criteria Not Met |
|-------------------------|-----------|--|-------|--|---|---|-----------|---------|---|
| CC<br>HOSP<br>IM<br>SGN | MED<br>24 | <b><u>Tracheostomy Management*</u></b>   | D     | AN, EM, FP, IM,<br>or Surg   | N/A   | N/A                                     |           |         |   |
|                         |           |  | C     | AN, EM, FP, IM,<br>or Surg   | 3   | N/A                                     |           |         |   |
|                         |           |  | U     | AN, EM, FP, IM,<br>or Surg   | 5   | 1 case in last 2<br>years               |           |         |   |
| CC<br>HOSP<br>IM        | MED<br>25 | <b>Continuous Renal Replacement<br/>Therapy</b>  | C     | FP, IM or <u>ANE</u>   | 2 cases or<br>Gambro<br>intro<br>classes, or<br>CRRT<br>conf. in<br>last 2<br>years | 1 case in last 2<br>years               |           |         |   |
|                         |           |  | U     | Nephrology   | N/A   | 2 cases in last 4<br>years              |           |         |   |
| CC<br>HOSP<br>IM        | MED<br>32 | <b>Medical Subspecialty: Cardiology</b><br>Physicians with these privileges have<br>the highest level of competence within a<br>given field, on a par with that<br>considered appropriate for a<br>subspecialist. They are qualified to act<br>as consultant and should, in turn,<br>request consultation from within or<br>outside the hospital staff whenever<br>needed.             | U     | Completed<br>Subspecialty<br>training and<br>BC/BE in that<br>subspecialty | N/A   | 1 year<br>experience in<br>last 4 years |           |         |   |
|                         |           |  |       | FP or IM   | 5 years   | 1 year<br>experience in<br>last 4 years |           |         |   |
| CC<br>HOSP<br>IM        | MED<br>38 | <b>Medical Subspecialty: Pulmonary<br/>Medicine</b><br>Physicians with these privileges have<br>the highest level of competence within a<br>given field, on a par with that<br>considered appropriate for a<br>subspecialist. They are qualified to act<br>as consultant and should, in turn,<br>request consultation from within or<br>outside the hospital staff whenever<br>needed. | U     | Completed<br>Subspecialty<br>training and<br>BC/BE in that<br>subspecialty | N/A   | 1 year<br>experience in<br>last 4 years |           |         |   |
|                         |           |  |       | FP or IM   | 5 years   | 1 year<br>experience in<br>last 4 years |           |         |   |

**Contra Costa Regional Medical Center  
Privileges Request Form**

Practitioner Name: \_\_\_\_\_

| Departments (s)                | Number     | Privilege Descriptions<br><br>D= With Direct Supervision<br>C= With Consultation<br>U= Unrestricted   | D/C/U | Training/ Education                                  | Experience | Current Competence                                   | Requested | Granted | D= Denied<br>P= Pending<br>CNM=Criteria Not Met |
|--------------------------------|------------|---|-------|--|------------|--|-----------|---------|---|
| CC                             | CC<br>7    | <u>Placement of Temporary Hemodialysis Lines*</u>   | D     | FP, Surg or ANE                                      | N/A        | N/A  |           |         |   |
|                                |            |   | C     | FP, Surg or ANE                                      | 5          | 1 case in last 2 years                               |           |         |   |
|                                |            |   | U     | FP, Surg or ANE                                      | 10         | 1 case in last 2 years                               |           |         |   |
| CC<br>HOSP                     | CC<br>10   | <u>Limited bronchoscopy on Patients for Mucus Plug Washing or Localization of Bleeding*</u>   | D     | AN, EM, FP, IM, or Surg                              | N/A        | N/A  |           |         |   |
|                                |            |   | C     | AN, EM, FP, IM, or Surg                              | 5          | 5 cases in last 4 years                              |           |         |   |
|                                |            |   | U     | AN, EM, FP, IM, or Surg                              | 10         | 5 cases in last 2 years                              |           |         |   |
| CC<br>EME<br>HOSP<br>IM<br>PED | EME<br>11  | Intraosseous Line Placement   | D     | CA Lic.  | N/A        | N/A  |           |         |   |
|                                |            |   | U     | CA Lic.  | N/A        | 2 cases in last 4 years or inservice in last 2 years |           |         |   |
| CC<br>EME<br>HOSP              | EME<br>16F | <b>Basic Cardiac Ultrasound:</b><br>Assess for pericardial effusion, global left ventricular contractility, right ventricle size, IVC diameter, and confirmation of pulseless electrical activity, and asystole | D     | CA Lic.  | N/A        | N/A  |           |         |   |
|                                |            |   | U     | CA Lic. & approved Sono Course or Residency Training | 15         | 10 cases in last 2 years                             |           |         |   |



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: April 14, 2015

Subject: APPOINT David Meza to the Alternate North Richmond Municipal Advisory Council seat on the North Richmond Waste and Recovery Mitigation Fee Committee

---

**RECOMMENDATION(S):**

APPOINT David Meza to the Alternate North Richmond MAC seat on the North Richmond Waste & Recovery Mitigation Fee Committee with a term expiring Jan 1, 2019.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Mr. Meza has been serving on the North Richmond Municipal Advisory Council and Supervisor Gioia would like for Mr. Meza to now be the North Richmond MAC' liaison to the North Richmond Waste and Recovery Mitigation Fee Committee.

In July 2004, the Board of Supervisors approved a Memorandum of Understanding (MOU) between Contra Costa County and the City of Richmond regarding the mitigation fee specified in Mitigation Measure 4-5 of the Final Environmental Impact Report (EIR) for the Bulk Materials Processing Center (BMPC) at the WCCSL. Mitigation Measure 4-5 of the EIR, in part, requires the facility operator to pay a mitigation fee ""to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond and adjacent areas".



APPROVE



OTHER



RECOMMENDATION OF CNTY ADMINISTRATOR



RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: James Lyons,  
510-231-8692

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

By: , Deputy

cc:





**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: April 14, 2015

Subject: East Bay Corridor Initiative Memorandum of Understanding

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute a Memorandum of Understanding (MOU) with the Association of Bay Area Governments (ABAG), the cities of Alameda, Albany, Berkeley, El Cerrito, Emeryville, Hayward, Hercules, Oakland, Pinole, Richmond, San Leandro, San Pablo, and Union City, and Alameda County, to allow Contra Costa County's participation in the East Bay Corridors Initiative.

**FISCAL IMPACT:**

There are no direct financial obligations associated with entering into the MOU. However, the MOU does commit County resources through assignment of a County representative to the Initiative's Steering Committee. Existing Department of Conservation and Development staff would fulfill that role and this staff work will be covered within the existing Department budget.

**BACKGROUND:**

Plan Bay Area is the San Francisco Bay Area's integrated land use and transportation plan developed in response to California Senate Bill 375 (The California Sustainable Communities and Climate Protection Act of 2008), which requires each of the state's 18 metropolitan areas to develop a Sustainable Communities Strategy (SCS) to accommodate future population growth and reduce greenhouse gas emissions from cars and light trucks.

The Plan, adopted jointly by ABAG and the Metropolitan Transportation Commission in 2013, includes the region's SCS and the 2040 Regional Transportation Plan.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Will Nelson  
(925)674-7791

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

SB 375 requires that the SCS promote compact, mixed-use commercial and residential development. To meet the goals of SB 375, a greater proportion of future development is planned in Priority Development Areas (PDAs) that have been identified throughout the Bay Area. PDAs are intended to be walkable and bikable, and close to or inclusive of public transit, jobs, schools, shopping, parks, recreation, and other amenities. The Bay Area's population is projected to grow from 7 million to 9 million people by 2040 and the Plan provides a strategy for meeting 80 percent of the future housing needs in the PDAs.

ABAG seeks to implement the East Bay Corridors Initiative in order to support development of certain East Bay PDAs through a regional, collaborative approach to planning and investment along two major transit corridors: the San Pablo Corridor and the Oakland-Union City Corridor (see Exhibit 2). Two portions of the San Pablo Avenue Corridor, the Montalvin neighborhood and the community of Rodeo, are within unincorporated Contra Costa County, the latter being a designated PDA. ABAG has requested that Contra Costa County, along with 13 East Bay cities and Alameda County, enter into a MOU to define and formalize the working relationship among those agencies whose geographical boundaries include a portion of the East Bay Corridors.

The full text of the MOU (Exhibit 1) provides an explanation of the purpose, proposed activities, responsibilities, and structure and governance of the Initiative. In summary, under the MOU the County will assign a representative to a yet-to-be-created Steering Committee composed of one representative from each participating jurisdiction. The Steering Committee will coordinate activities undertaken pursuant to the MOU, such as formulating and reviewing strategies for developing the Corridor PDAs and identifying and developing funding sources to implement the agreed-upon strategies.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors votes against entering into the MOU, then the County will not be a formal participant in the East Bay Corridors Initiative. The County would maintain direct land use control over the unincorporated areas of Montalvin and Rodeo, but would not be a direct participant in the collaborative, regional planning effort aimed at developing the Corridor PDAs. The County could miss out on funding opportunities that may be more readily available to participants in the Initiative.

## CHILDREN'S IMPACT STATEMENT:

Not applicable.

## ATTACHMENTS

Exhibit 1 - East Bay Corridor MOU

Exhibit 2 - East Bay Corridors Map

## **MEMORANDUM OF UNDERSTANDING - EAST BAY CORRIDORS INITIATIVE -**

This Memorandum of Understanding (“MOU”) is entered into by and between the following participating entities (Participant; collectively, Participants):

Association of Bay Area Governments (ABAG)

City of Alameda (Alameda)

City of Albany (Albany)

City of Berkeley (Berkeley)

City of El Cerrito (El Cerrito)

City of Emeryville (Emeryville)

City of Hayward (Hayward)

City of Hercules (Hercules)

City of Oakland (Oakland)

City of Pinole (Pinole)

City of Richmond (Richmond)

City of San Leandro (San Leandro)

City of San Pablo (San Pablo)

City of Union City (Union City)

County of Alameda (Alameda County)

County of Contra Costa (Contra Costa)

A. Purpose. The activities undertaken under this MOU will constitute the East Bay Corridor Initiative (Initiative). The purpose of this MOU is to define and formalize the working relationship among regional and local agencies whose geographical boundaries include a portion or all of the East Bay Corridors, as further described below. This MOU defines the shared goals and objectives of these local and regional agencies working collaboratively to enhance livability, mobility and economic prosperity within the Corridors, and establishes the necessary administrative and governance structure to promote a cooperative relationship and for ensuring success of the Initiative.

B. Background. Plan Bay Area is an integrated land use and transportation strategy to accommodate the region’s projected population, housing and job growth between 2010 and 2040 which, if implemented, would achieve State targets for reductions in greenhouse gas emissions. Plan Bay Area is based primarily on the Priority Development Areas (PDAs) in the nine county San Francisco Bay Region, including those in the East Bay Corridor (Corridor PDAs). ABAG and the Metropolitan Transportation Commission (MTC) adopted Plan Bay Area in 2013. The strategy for implementation of Plan Bay Area includes investment of existing and anticipated resources in PDAs.

Reflecting strong transit access and a local commitment to planning and investment, Plan Bay Area projects that Corridor PDAs will grow at a faster rate than the region as a whole. Many of the investments included in Plan Bay Area connect and/or serve the cities and counties within the Corridor (Corridor Jurisdictions).

Compared to the region as a whole, residents of Corridor PDAs have lower household incomes; suffer more from poor air quality and other adverse environmental impacts; are at a higher risk during natural disasters; and are subject to displacement risk from rising housing costs. Many Corridor PDAs face obstacles to realizing the development envisioned in adopted plans. These range from limited local resources to build infrastructure and public spaces to a lack of funding for affordable housing and difficulties attracting private investment. At the same time, the Corridor PDAs are located in close proximity to jobs and institutions of higher education. Further, numerous economic clusters appear to be growing in, or near the Corridor PDAs. Given this opportunity, the potential positive impact of a complementary approach to planning and investment is substantial, and can potentially provide a model for other Bay Area sub-regions with similar challenges.

Between 2000 and 2014, Alameda, Albany, Berkeley, El Cerrito, Emeryville, Hayward, Hercules, Oakland, Pinole, Richmond, San Leandro, San Pablo, Union City, Alameda County and Contra Costa (Corridor Jurisdictions) have adopted 25 land use plans for Priority Development Areas (PDAs), a locally-driven land use planning program of ABAG for sustainable development. All of these PDAs are located within the geography of East Bay Corridor (see Attachment 1).

In September 2013, the East Bay Corridors Initiative was presented to ABAG's Executive Board as a top implementation strategy for realizing Plan Bay Area. Between September and November 2013, staff from Participants, ABAG, and other public agencies met to identify obstacles to achieving the level and quality of growth planned for PDAs in these jurisdictions. To develop strategies, the group divided the East Bay Corridor into two segments: the Oakland-Union City Corridor and the San Pablo Corridor (see Attachment 1). The Oakland-Union City Corridor includes Oakland, San Leandro, Hayward, and Union City, as well as the Alameda County. The San Pablo Corridor includes Oakland, Emeryville, Berkeley, Albany, El Cerrito, Richmond, San Pablo, Pinole, Hercules and Contra Costa.

During 2014, staff from Participant jurisdictions, ABAG and other public agencies held workshops to identify a preliminary set of inter-jurisdictional strategies for implementing local PDAs and regional planning objectives for each segment of the corridor. In 2015, Participants, ABAG and other public agencies will engage in working groups to solidify these strategies. This will set the stage for engagement with city leadership, development of partnerships with the non-profit and business communities, and obtaining funding to carry out the strategies.

**C. Proposed Activities.** The Participants will undertake the following activities.

1. Continue to coordinate with Planning and Community Development Directors the development of multi-jurisdictional strategies to create a network of thriving neighborhoods and downtowns in Corridor PDAs. This coordination can include all Participants or subgroups, including but not limited to the subgroups that comprise the Oakland-Union City Corridor and the San Pablo Corridor.
2. Identify and develop funding sources to implement agreed upon strategies.
3. Endorse joint applications by Participants for grants and other funding that support agreed upon multi-jurisdictional strategies.

D. Responsibilities. Each Participant will have the following responsibilities:

1. Each Participant will assign a representative to the Steering Committee.
2. Each Participant will participate in the development and/or review of relevant multi-jurisdiction strategies.
3. ABAG will coordinate the East Bay Corridors Initiative. This will not limit or supersede any other activities undertaken collaboratively by Participants.

E. Structure and Governance. For ease of formation and administration and to maintain flexibility, the East Bay Corridor Initiative is structured as an association of local and regional public entities. The Participants agree that this MOU is independent of any other contract(s) or agreement(s) between or among the Participants, or the contract(s) or agreement(s) between or among any Corridor Jurisdiction that are promulgated to implement a grant or local PDA plan.

A Steering Committee made up of one representative from each Participant will coordinate activities undertaken pursuant to this MOU. Every Participant will appoint as its representative(s) to the Steering committee or any subcommittee, a staff person with expertise and experience land use planning and development, presumably the local Planning Director. The Steering Committee may establish subcommittees to undertake activities that advance the East Bay Corridor Initiative that affect less than all Participants.

Through a unanimous vote of all Steering Committee representatives, the Steering Committee may establish rules related to decision-making for the entire Steering Committee or Subcommittees, including but not limited to voting and participation.

Every Participant also has the right, but not the obligation, to appoint an alternate to the Steering Committee or subcommittee. The alternate may attend any meeting of the Steering Committee or subcommittee. However, the alternate is not included in the quorum count, is not entitled to vote and may not participate in the deliberations of the Steering Committee or subcommittee, except in the absence of the representative for whom he/she is an alternate.

F. Participant Resources. The Participants acknowledge that the East Bay Corridor Initiative is likely to require some investment of resource for it to be effective. Each Participant will assign staff, at no cost, to act as its representative to the Steering Committee and any relevant subcommittee.

G. Other Matters. Each Participant shall indemnify and hold harmless the other Participants from the indemnifying Participant's share of liability, as determined by a court of law, for any and all claims, costs and liability for any damage caused by the negligence or willful misconduct of the indemnifying Participant and its officers, employees or agents in the indemnifying Participant's performance under this MOU. The obligations of the indemnifying Participant under this section shall not apply to any claim, cost or liability caused by the negligence or willful misconduct of any other Participant. Under no circumstances shall the indemnifying Participant be liable to any other Participant or 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 performance of the indemnifying Participant under this MOU.

H. Withdrawal and Termination. This MOU will continue until terminated by majority vote of the Steering Committee, but Participants may withdraw from this MOU on 60 days' notice to other Participants. New Participants may be added by majority vote of the current Participants.

I. Amendments. This MOU may be amended by a written agreement executed by the Participant in the same manner as this MOU.

J. Counterparts. This MOU may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument.

K. Effective Date. This MOU is effective upon the date a minimum of nine Participants have executed the MOU.

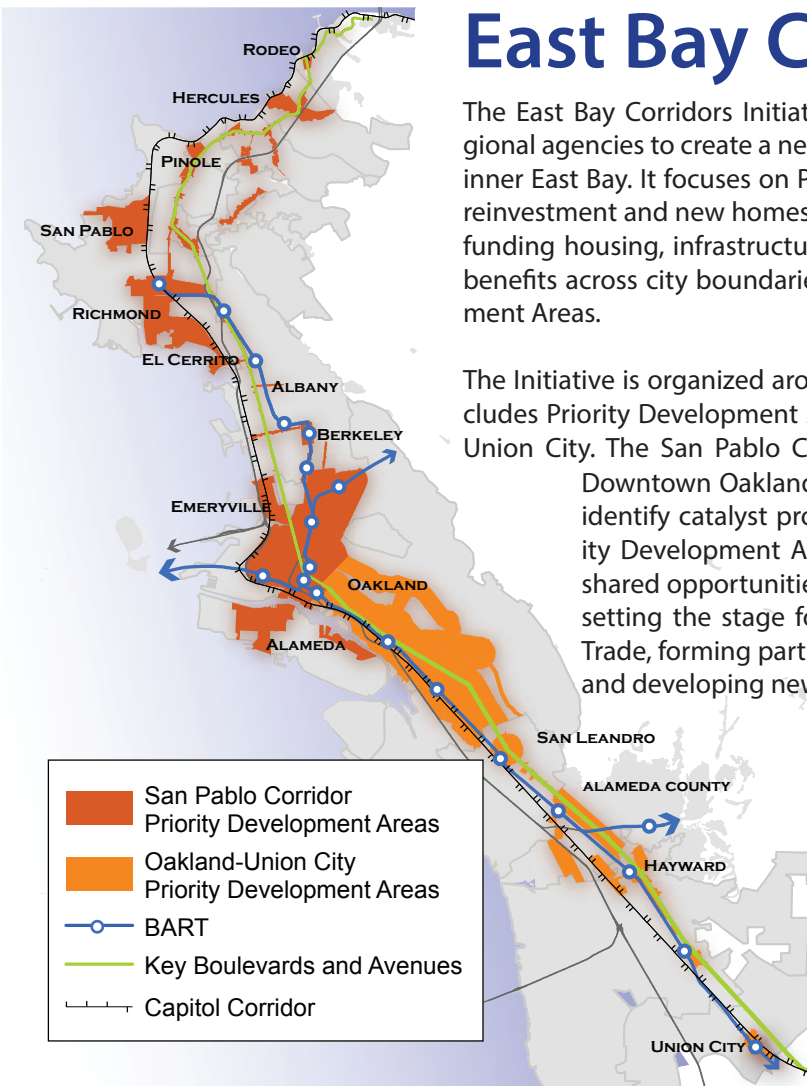
IN WITNESS WHEREOF, the Participants have caused this Memorandum of Understanding to be effective with the approval of their authorized representatives on the dates indicated below.

|                              |                             |                                 |  |
|------------------------------|-----------------------------|---------------------------------|--|
| _____<br>City of San Leandro | _____<br>City of Alameda    | _____<br>City of Albany         | _____<br>City of Berkeley                    |
| _____<br>City of El Cerrito  | _____<br>City of Emeryville | _____<br>City of Hayward        | _____<br>City of Hercules                    |
| _____<br>City of Oakland     | _____<br>City of Pinole     | _____<br>City of Richmond       | _____<br>City of San Leandro                 |
| _____<br>City of Union City  | _____<br>County of Alameda  | _____<br>County of Contra Costa | _____<br>Association of Bay Area Governments |

# East Bay Corridors Initiative

The East Bay Corridors Initiative is a collaboration between cities, counties and regional agencies to create a network of thriving neighborhoods and downtowns in the inner East Bay. It focuses on Priority Development Areas, places planned by cities for reinvestment and new homes and jobs. The Initiative is a platform for prioritizing and funding housing, infrastructure, and community development projects that provide benefits across city boundaries while implementing local plans for Priority Development Areas.

The Initiative is organized around two corridors. The Oakland-Union City Corridor includes Priority Development Areas between International Boulevard in Oakland and Union City. The San Pablo Corridor includes Priority Development Areas between Downtown Oakland and Hercules. Cities are currently working together to identify catalyst projects that build on the unique assets of corridor Priority Development Areas to address common challenges and capitalize on shared opportunities. During 2015, the Initiative will solidify these projects, setting the stage for pursuing existing funding sources as state Cap and Trade, forming partnerships with the business and non-profit communities, and developing new funding sources.



## Timeline

### 1995-Today

- Corridor jurisdictions adopt plans for 26 Priority Development Areas

### 2013

- Plan Bay Area adopted, region's first integrated housing, jobs and transportation plan; growth and investment focused in the inner East Bay
- ABAG Executive Board prioritizes implementation of local plans and regional goals in the East Bay Corridors

### 2014

- Workshops held to identify key challenges and opportunities related to realizing local PDA plans
- Working groups create draft implementation priorities and catalyst projects

## Next Steps

### Q1 2015

- Solidify priorities and catalyst projects
- Create partnerships and identify funders

### Q2 2015

- Pursue immediate funding opportunities such as Cap & Trade and federal grants

### Q3 2015-

- Integrate corridor priorities into regional Land Use Strategy and Plan Bay Area update
- Continue to pursue funding; initiate and complete projects

## Oakland-Union City Corridor Jurisdictions

- Oakland
- San Leandro
- Unincorporated Alameda County (Ashland/Cherryland)
- Hayward
- Union City

## Regional and County Partners

- Alameda and County Public Health Department
- Alameda and Contra Costa County Transportation Authorities
- Alameda-Contra Costa Transit District (AC Transit)
- Association of Bay Area Governments
- Bay Area Air Quality Management District

## San Pablo Corridor Jurisdictions

- Oakland
- Emeryville
- Berkeley
- Alameda
- Albany
- El Cerrito
- Richmond
- San Pablo
- Pinole
- Hercules
- Unincorporated Contra Costa County

- Bay Area Rapid Transit (BART)
- Contra Costa Health Services
- Western Contra Costa County Transit Authority (WestCAT)



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 14, 2015

Subject: Oppose Position on AB 1347 (Chiu) Public Contracts Claims Process

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**RECOMMENDATION(S):**

OPPOSE AB 1347 (Chiu): Public Contracts Claims Process, a bill that establishes for state and local public contracts entered into or on or after January 1, 2016, a claim resolution process applicable to all public entity contracts, as recommended by the Public Works Director.

AUTHORIZE the County Administrator's Office to send a letter to the author communicating the "oppose" position of the Board of Supervisors on the bill.

**FISCAL IMPACT:**

Unknown.

**BACKGROUND:**

The California State Association of Counties (CSAC) is opposed to [AB 1347](#), by Assembly Member David Chiu, which would mandate a new overly-broad claims resolution process on all public contracts with unfeasible timelines, disproportionate requirements and remedies, and it is duplicative of existing processes in current public contracts. Moreover, this measure would force taxpayers to bear the costs when a contractor has failed to fully vet and understand the terms of a contract with a public agency, especially including any terms related to claims resolution procedures. The County Public Works Director concurs with opposition to this bill. (See

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: L. DeLaney,  
925-335-1097

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

By: , Deputy

cc:



## BACKGROUND: (CONT'D)

Attachment.)

This is the CSAC housing, land use, and transportation policy area's highest-priority oppose bill right now. CSAC encourages all counties to review this measure and consider taking an oppose position as well. The bill is set for hearing before the Assembly Accountability and Administrative Review Committee on Wednesday, April 15.

**Duplicative Requirements.** Counties already include a clearly defined claims resolution process in public contracts. Public contracts also define how and when a public agency will respond to requests for information. In the case of road projects, many counties use the California Department of Transportation's Standard Specifications, which includes a claims resolution process that has been refined and improved over decades and used countless times. Importantly, whether it is the Caltrans process or another mechanism, a dispute resolution processes agreed to by both parties through the execution of a mutually agreed-upon contract inherently results in a process that is fair to both parties. This measure would instead skew the process in favor of contractors by adding additional burdens, paperwork, and process with no public benefit.

**Overly Broad.** AB 1347 would apply to a "written demand or assertion," which is defined as "a request for modification, contract amendment, or change order, seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time, or other relief, including a determination of disputes or matters arising out of, or related to, the contract documents or the performance of work on a public contract." This list includes a majority of the interactions between public agencies and contractors. It would not only be impossibly burdensome and unrealistic, but also costly and time consuming to have to communicate via certified mail for all of the aforementioned exchanges. Moreover, contracts should be vetted, reviewed, and fully understood by both parties prior to execution. It defeats the purpose of having a contract at all if one party can unilaterally change the content and administration of a contract after the final agreement and signatures.

**One-Sided and Unfeasible Timelines.** The measure would require public agencies to complete certain actions within unworkably rigid timelines without imposing similar burdens on contractors. First, an agency would have to respond to a written demand within 30 days addressing what portions of the claim are disputed or undisputed. Public contracts vary in terms of size, scope and complexity. The timeline set forth in AB 1347 does not account for differences among the variety of contracts public agencies enter into. Furthermore, counties often receive claims with very little—sometimes no— supporting data at all. At the very least, any timeline in statute should only start once the agency receives sufficient supporting data to ascertain the veracity of the claim.

Second, AB 1347 would require payment due on any undisputed portion of the claim to be made within seven days after the public agency issues its written response to a written demand or assertion. This timeline is much shorter than current prompt payment law, which requires public agencies to make a progress payments within 30 days after receipt of an undisputed and properly submitted payment request (Government Code §20104.50). Even the largest and most sophisticated public agencies are unable to process a payment within seven days. The treasurers of smaller public agencies may only issue treasury warrants on a bi-weekly basis. Given their fiduciary duties as stewards of taxpayer money, public agencies have procedures in place to ensure that any payments are made and accounted for properly. Imposing arbitrarily-short timeframes on payments would erode well-warranted protections on the expenditure of taxpayer funds.

**Usurious Interest Rate.** If a public agency failed to respond to a written demand, AB 1347 would apply a 10 percent per annum. This rate is inflated above current rates than can be obtained in interest-bearing accounts, especially considering the well-warranted limitations on types of accounts in which county treasurers may deposit public funds. We further find this provision to be redundant, as public agencies define the amount of interest to be paid and how it will be calculated in existing contract specifications. These provisions are tied to the requirement of timely payments to the contractor. Indeed, in some cases counties do pay interest on late payments as outlined in the mutually agreed-upon public contract specifications.

**Deemed Approved.** Especially given the aforementioned concerns with the timelines proscribed in the bill,

deeming a contract approved in its entirety is a significant overreach. However, even with more appropriate timelines, deeming a contract approved just because of a missed deadline, puts the public agency, at ultimately the tax payers, at financial risk.

**Nonbinding Mediation.** Counties appreciate efforts to find resolution of disputes outside of the court system, however, because mediation is nonbinding, one party can always object to the outcome if the proceedings go badly from their perspective. Nonbinding mediation has the potential to add additional time and cost to the public contracting process, but for intractable disputes would yield the same outcome: a final decision being made in court.

**False Claims Act Exemption.** AB 1347 would exempt claims made under this act from the False Claims Act (Government Code §12650). The False Claims Act is a public agency's primary tool to address fraud against government. It is nonsensical to exempt claims made to a government from one of the most important tools local governments have to protect the public's money against false claims.

Overall, CSAC is very concerned with the new claims resolution process envisioned by AB 1347 as it will only add time and squander taxpayer funding by usurping a process that works well a significant majority of the time. Under the framework envisioned by AB 1347, counties completing public works projects would be distracted from their primary responsibility to protect the public's investment in infrastructure by ensuring that projects are built to an acceptable standard of quality and at a reasonable cost. Instead, counties would be bogged down in contract review, responding to written demands or assertions on extremely tight timelines, and fearing interest penalties. Finally, the existing claims process within public contracts works well: contractors have the obligation to substantiate their claims, while public agencies are bound to be fair and reasonable stewards of taxpayer funds. To the extent that any adjustments are needed to the existing processes, principles of subsidiarity and good sense would dictate that contractors should address the rare issue with a specific dispute resolution procedure prior to executing a binding contract with a public agency.

#### CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors would not have an adopted position on this bill from which to advocate.

#### ATTACHMENTS

Bill Text AB 1347

Draft Oppose Letter

**ASSEMBLY BILL**

**No. 1347**

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**Introduced by Assembly Member Chiu  
(Coauthor: Assembly Member Frazier)**

February 27, 2015

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An act to add Section 9204 to the Public Contract Code, relating to public contracts.

LEGISLATIVE COUNSEL'S DIGEST

AB 1347, as introduced, Chiu. Public contracts: claims.

(1) Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2016, a claim resolution process applicable to all public entity contracts. The bill would define a claim as a contractor's written demand or assertion, including a request for a modification, contract amendment, or change order, seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time, or other relief, including a determination of disputes or matters arising out of, or related to, the contract documents or the performance of work on a public work.

The bill would require a public entity, upon receipt of a claim sent by registered mail, to review it and, within 30 days, provide a written statement addressing what parts of the claim are disputed and what parts

are undisputed. The bill would require any payment due on an undisputed portion of the claim to be processed within 7 days, as specified. The bill would provide an alternative procedure if the public entity fails to issue the written statement and would require that the claim be deemed approved in its entirety. The bill would require disputed parts of the claim to be subject to nonbinding mediation. The bill would provide that unpaid claim amounts accrue interest at a statutorily prescribed rate. The bill would proscribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor. The bill would require that the text of these provisions or a summary of them to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would except these provisions from laws relating to false claims. The bill would specify that a waiver of the rights granted by its provisions is void and contrary to public policy. By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

(2) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1     SECTION 1. Section 9204 is added to the Public Contract  
2     Code, to read:  
3     9204. (a) The Legislature finds and declares that it is in the  
4     best interests of the state and its citizens to ensure that all  
5     construction business performed on public works in the state that  
6     is complete and not in dispute is paid in full and in a timely manner.  
7     (b) Notwithstanding any other law, including, but not limited  
8     to, Article 7.1 (commencing with Section 10240) of Chapter 1 of  
9     Part 2, Chapter 10 (commencing with Section 19100) of Part 2,  
10    and Article 1.5 (commencing with Section 20104) of Chapter 1 of  
11    Part 3, this section shall apply to all claims by contractors in  
12    connection with public works.

1 (c) For purposes of this section:

2 (1) “Claim” means a written demand or assertion by a contractor,  
3 including a request for a modification, contract amendment, or  
4 change order, seeking an adjustment or interpretation of the terms  
5 of the contract documents, payment of money, extension of time,  
6 or other relief, including a determination of disputes or matters  
7 arising out of, or related to, the contract documents or the  
8 performance of work on a public work.

9 (2) “Contractor” means any type of contractor within the  
10 meaning of Chapter 9 (commencing with Section 7000) of Division  
11 3 of the Business and Professions Code who has entered into a  
12 direct contract with a public entity for public works.

13 (3) “Public entity” means, without limitation, a state agency,  
14 department, office, division, bureau, board, or commission, the  
15 California State University, the University of California, a city,  
16 including a charter city, county, including a charter county, city  
17 and county, including a charter city and county, district, special  
18 district, public authority, political subdivision, public corporation,  
19 or nonprofit transit corporation wholly owned by a public agency  
20 and formed to carry out the purposes of the public agency.

21 (4) “Public works” has the meaning provided in Section 1720  
22 of the Labor Code.

23 (5) “Subcontractor” means any type of contractor within the  
24 meaning of Chapter 9 (commencing with Section 7000) of Division  
25 3 of the Business and Professions Code who either is in direct  
26 contract with a contractor or is a lower tier subcontractor.

27 (d) (1) Upon receipt of a claim sent by registered mail, the  
28 public entity to which the claim applies shall conduct a reasonable  
29 review of the claim and, within a period not to exceed 30 days,  
30 shall provide the claimant a written statement identifying what  
31 portion of the claim is disputed and what portion is undisputed.  
32 Any payment due on an undisputed portion of the claim shall be  
33 processed and made within seven days after the public entity issues  
34 its written statement. If the public entity fails to issue a written  
35 statement, paragraph (3) shall apply.

36 (2) Any disputed portion of the claim, as identified in writing,  
37 shall be submitted to nonbinding mediation. The public entity and  
38 contractor shall mutually agree to a mediator within 10 days after  
39 the disputed portion of the claim has been identified in writing. If  
40 the parties cannot agree upon a mediator, each party shall select a

1 mediator and those mediators shall select a qualified neutral third  
2 party to mediate with regard to the disputed portion of the claim.  
3 If either of the parties reject the mediator's decision regarding all  
4 or part of the disputed portion of the claim, the parts of the claim  
5 remaining in dispute shall be subject to applicable procedures  
6 outside this section.

7 (3) Failure by the public entity to respond to a claim from a  
8 contractor within the 30-day period described in paragraph (1)  
9 shall result in the claim being deemed approved in its entirety,  
10 with the claim to be processed and paid within seven days from  
11 the expiration of the 30-day period in paragraph (1) or as mutually  
12 extended by the parties.

13 (4) Amounts not paid in a timely manner as required by this  
14 section shall bear interest at the legal rate prescribed by subdivision  
15 (a) of Section 685.010 of the Code of Civil Procedure.

16 (5) If a subcontractor or a lower tier subcontractor lacks legal  
17 standings to assert a claim against a public entity because privity  
18 of contract does not exist, the contractor may present to the public  
19 entity a claim on behalf of a subcontractor or lower tier  
20 subcontractor. A subcontractor may request in writing, either on  
21 his or her own behalf or on behalf of a lower tier subcontractor,  
22 that the contractor present a claim for work which was performed  
23 by the subcontractor or by a lower tier subcontractor on behalf of  
24 the subcontractor. The subcontractor requesting that the claim be  
25 presented to the public entity shall furnish reasonable  
26 documentation to support the claim. Within 45 days of receipt of  
27 this written request, the contractor shall notify the subcontractor  
28 in writing as to whether the contractor presented the claim to the  
29 public entity and, if the original contractor did not present the  
30 claim, provide the subcontractor with a statement of the reasons  
31 for not having done so.

32 (e) The provisions of the California False Claims Act (Article  
33 9 (commencing with Section 12650) of Chapter 6 or Part 2 of  
34 Division 3 of Title 2 of Government Code) shall not apply to claims  
35 made under this section.

36 (f) The text of this section or a summary of it shall be set forth  
37 in the plans or specifications for any public works that may give  
38 rise to a claim under this section.

39 (g) A waiver of the rights granted by this section is void and  
40 contrary to public policy.

1 (h) This section applies to contracts entered into on or after  
2 January 1, 2016.

3 SEC. 2. If the Commission on State Mandates determines that  
4 this act contains costs mandated by the state, reimbursement to  
5 local agencies and school districts for those costs shall be made  
6 pursuant to Part 7 (commencing with Section 17500) of Division  
7 4 of Title 2 of the Government Code.

O

**Re: AB 1347 (Chiu): Public Contracts: Claims Resolution Process  
As introduced on February 27, 2015**

Dear Assembly Member Chiu:

Contra Costa County regrets to inform you of our opposition to your Assembly Bill 1347 related to claims resolution for public contracts.

Contra Costa County already includes a clearly defined claims resolution process in our public contracts. In the case of road projects, we use the California Department of Transportation's Standard Specifications, which includes a claims resolution process that has been refined and improved over decades and used countless times. In our building projects we include a claims resolution process in our General Conditions on all contracts. Our contracts also define how and when a public agency will respond to requests for information. A dispute resolution process agreed to by both parties through the execution of a mutually agreed-upon contract inherently results in a process that is fair to both parties.

AB 1347 would require public agencies to complete certain actions within rigid timelines. An agency would have respond to a written demand within 30 days addressing what portions of the claim are disputed or undisputed. This is problematic because public contracts vary in terms of size, scope and complexity. The time needed to address a claim depends on the complexity of the claim, type of project, completion time, financial impacts, etc. During the course of a project there is generally an on-going discussion for any potential claim issues. Resolution is mutually negotiated between the agency and the contractor. This process has worked well for Contra Costa County in delivering projects.

AB 1347 would also require payment due on any undisputed portion of the claim to be made within seven days after the public agency issues its written response to a written demand or assertion. This timeline is much shorter than current prompt payment law which requires public agencies to make a progress payments within 30 days after receipt of an undisputed and properly submitted payment request (Government Code §20104.50). We have procedures in place in our department finance systems and the County's Auditor's Office to ensure that payments are made and accounted for properly. It is not possible to process a payment within seven days. Once a claim is deemed to be payable, it is then written as a contract change order in same billing cycle (30 day) and paid accordingly in that billing cycle.



The interest provision of AB 1347 is also concerning. If a public agency failed to respond to a written demand, AB 1347 would apply interest at the legal rate prescribed by the Code of Civil Procedure which is 10 percent per annum. This rate is inflated above current rates than can be obtained in interest-bearing accounts, especially considering the well-warranted limitations on types of accounts in which county treasurers may deposit public funds. Public agencies define the amount of interest to be paid and how it will be calculated in existing contract specifications. These provisions are tied to the requirement of timely payments to the contractor.

Deeming a claim approved in its entirety because the Public Agency failed to meet the proscribed timelines is unreasonable. Some claims are not easy to resolve per proposed timelines since the issues may be very complex and involve many entities such as design professionals, sub-contractors, building officials and at times County Counsel for their input. Complex situations will require meetings and conferences to fully understand the issues involved which could take more time.

Nonbinding mediation is a mechanism that is appropriate for resolving some claim disputes. However, requiring nonbinding mediation on any disputed portion of a claim is not reasonable and has the potential to add additional time and cost to the public contracting process. Contra Costa appreciates efforts to find resolution of disputes outside of the court system. However mediation is nonbinding and one party can always object to the outcome. For intractable disputes a final decision would be made in court.

AB 1347 would exempt claims made under this act from the False Claims Act (Government Code §12650). The False Claims Act is a public agency's primary tool to address fraud against government and one of the most important tools local governments have to protect the public's money against false claims.

Overall, we are very concerned with the new claims resolution process envisioned by AB 1347. The existing claims process within public contracts works well: contractors have the obligation to substantiate their claims, while public agencies are bound to be fair.

For these reasons, we must oppose AB 1347. Please do not hesitate to contact Julie Bueren, Public Works Director if you would like to discuss our position on this measure. She can be reached at 925-313-2000 or by e-mail at [jbuer@pw.cccounty.us](mailto:jbuer@pw.cccounty.us)



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 14, 2015

Subject: ADD (1) Assistant Director-Project, (1) Comprehensive Services Manager-Project, (1) Intermediate Clerk-Project and (1) Accounting Technician in EHSD

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21628 add one (1) Assistant Director-Project (9MD3) (unrepresented) position at salary plan and grade C85 1633 (\$5,446 - \$6,619); add one (1) Comprehensive Services Manager-Project (9MS3 ) (unrepresented) position at salary plan and grade C85 1454 (\$4,561 - \$5,544); add one (1) Intermediate Clerk-Project (99J3) (represented) position at salary plan and grade QH5 0946 (\$2,842 - \$3,454), and one (1) Accounting Technician (JD7A) (represented) position at salary plan and grade 3RX 1236 (\$3,664 - \$4,680) in the Employment and Human Services Department, Community Services Bureau.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost of approximately \$390.850, including pension costs of \$75,090. 100% Federal funds for the Early Head Start Partnership Grant.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Reni Radeva (925)  
681-6321

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

By: , Deputy

cc: EHSD/Community Services Bureau, Human Resources, Otilia Parra

### BACKGROUND:

The Administration of Children and Families (ACF), Office of Head Start awarded an Early Head Start Child Care Partnership Grant to the Community Services Bureau (CSB) of Employment and Human Services Department. The grant period is 1/1/2015 - 6/30/2019 with an annual award of \$1,062,176. The grant will allow CSB to implement new child care partnerships to serve 72 infants and toddlers and their families throughout Contra Costa County. The Bureau will partner with First Baptist Head Start and the Contra Costa Child Care Council (CCC) to provide full-day, full-year comprehensive services to low-income children ages 0-3 years old and their families in a center-based or family child care program. Community Services Bureau will be responsible for the administration of the grant, the delivery of comprehensive services to the children and their families, monitoring of the providers to ensure compliance with the Early Head Start and California State Licensing Regulations, and program and fiscal audits requested by ACF. In addition to providing administrative and technical assistance, CSB will be responsible for reporting outcomes and expenditures to the Administration for Children and Families. To ensure the administration of the grant, CSB will need one Assistant Director-Project who will be responsible for ensuring compliance with Licensing and State regulations and Early Head Start education requirements; one Comprehensive Services Manager-Project who will be responsible for the delivery of comprehensive services, and providing resources and support; one Intermediate Clerk-Project who will provide clerical support to both the Assistant Director and the Comprehensive Services Manager; and one Accounting Technician who will provide fiscal support. All these positions are budgeted in the approved Partnership Grant budget.

### CONSEQUENCE OF NEGATIVE ACTION:

Failure to add the requested four positions to CSB may result in inadequate and insufficient staffing of the new Early Head Start Child Care Partnership Grant awarded to the Community Services Bureau and may negatively impact the administration of the Partnership Grant. This in turn may result in lost funding for CSB and for the County.

### CHILDREN'S IMPACT STATEMENT:

Community Services Bureau supports all five outcomes established by the Children's Report Card: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

### ATTACHMENTS

P-300 #21628

## POSITION ADJUSTMENT REQUEST

NO. 21628  
DATE 3/5/2015

Department EHSD/CSB

Department No./

Budget Unit No. 0588 Org No. 1462 Agency No. 019

Action Requested: ADD (1) Assistant Director-Project (9MD3) (unrepresented) (1) Comprehensive Services Manager-Project (9MS3) (unrepresented), (1) Intermediate Clerk-Project (99J3) (represented) and (1) Accounting Technician (JD7A) (represented) positions in EHSD/CSB.

Proposed Effective Date: 4/1/2015

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 \$390,850.00

Net County Cost \$0.00

Total this FY \$97,712.50

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federal funding through EHS Partnership Grant

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Reni Radeva

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

3/5/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/12/2015

see Attachment 1A

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Otilia Parra

4/7/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 4/7/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

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:

P300 #21628  
Attachment 1A  
Board of Supervisor – March 31, 2015

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS:

Add (1) Assistant Director-Project (9MD3) (unrepresented) position and allocate to salary schedule C85 1633 (\$5,446 - \$6,619);

Add (1) Comprehensive Services Manager-Project (9MS3 ) (unrepresented) position and allocate to salary schedule C85 1454 (\$4,561 - \$5,544);

Add (1) Intermediate Clerk-Project (99J3) (represented) position and allocate to salary schedule QH5 0946 (\$2,842 - \$3,454);

Add (1) Accounting Technician (JD7A)(represented) position and allocate to salary schedule 3RX 1236 (\$3,664 - \$4,680)

in the Employment and Human Services Department/Community Services Bureau.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: April 14, 2015

Subject: ADD ONE DEPUTY COUNTY COUNSEL-EXEMPT AND CANCEL ONE CIVIL LITIGATION ATTORNEY POSITION

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21631 to add one (1) full-time Deputy County Counsel - Standard-Exempt (2ET2) (unrepresented) position at salary plan and grade B8B 2097 (\$8,838. - \$10,506) and cancel one (1) full-time Civil Litigation Attorney - Advanced (2ETG) (unrepresented) vacant position No. 5778 at salary plan and grade B8B 2297 (\$10,774.- \$12,190) in the Office of the County Counsel.

**FISCAL IMPACT:**

This action will result in an annual savings of approximately \$37,550.

**BACKGROUND:**

The County Counsel's Office no longer uses the Civil Litigation Attorney classification. New Deputy County Counsels are hired into the Deputy County Counsel - Exempt classification. Therefore, the County Counsel's Office is requesting cancellation of the vacant Civil Litigation Attorney position No. 5778, which will fully fund the addition of the one (1) full-time Deputy County Counsel – Standard – Exempt (unrepresented) position. This action will enable the Office of the County Counsel to hire an attorney who has the specialized training and/or expertise in specified areas of civil law, into the appropriate classification.

**CONSEQUENCE OF NEGATIVE ACTION:**

Should the Board elect not to authorize the transaction, County Counsel will be unable to recruit and hire an attorney into this deep class, to the detriment of County clients.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Wanda McAdoo (925)  
335-1811

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

By: , Deputy

cc: County Counsel , Human Resources, Anastacia Swift

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 21631 Add Dep Co Counsel and Cxl Cvl Lit Atty

# POSITION ADJUSTMENT REQUEST

NO. 21631  
DATE 3/31/2015

Department Office of the County Counsel

Department No./

Budget Unit No. 0030 Org No. 1735 Agency No. 17

Action Requested: ADD one (1) full-time Deputy County Counsel - Standard- Exempt (2ET2) (unrepresented) position at salary level B82 2097 (\$8,838.80 - \$10,506.55) in Org 1735 and CANCEL one (1) full-time Civil Litigation Attorney - Advanced (2ETG) (unrepresented) vacant position No.5778 in Org 1735 at salary level B82 (\$10,774.45-12,807.44) in the Office of the County Counsel.

Proposed Effective Date: 4/1/2015

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 (\$37,550.00)

Net County Cost \$0.00

Total this FY \$6,258.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Salary Savings

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Sharon L. Anderson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Driscoll

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 3/27/2015

ADD one (1) full-time Deputy County Counsel - Standard- Exempt (2ET2) (unrepresented) position at salary level B8B 2097 (\$8,838 - \$10,506) and CANCEL one (1) full-time Civil Litigation Attorney - Advanced (2ETG) (unrepresented) vacant position No.5778 at salary level B8B 2297 (\$10,774 -12,190) in the Office of the County Counsel.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

K.ITo

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 4/8/2015

☒ 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 4/8/2015

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: Kathy Gallagher, Employment & Human Services Director  
Date: April 14, 2015

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

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/100 to:

- A. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to temporarily close part-day, part-year Head Start Center Based preschool classrooms and the Home Based Program during low enrollment summer period by close of business day May 15, 2015.
- B. ABOLISH project positions and lay off employees in the Employment and Human Services Department, Community Services Bureau as specified in Attachment A-1, effective close of business day May 15, 2015.
- C. RE-ESTABLISH project positions as specified in Attachment A-2, effective August 24, 2015

**FISCAL IMPACT:**

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

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Reni Radeva (925)  
681-6321

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

By: , Deputy

cc: EHSD/Community Services Bureau, Human Resources , Otilia Parra

### BACKGROUND:

The Head Start Center Based and the Home Based programs operate on a nine-month schedule. Teacher-Project and Early Childhood Educator-Project positions, funded through the Administration for Children and Families grant, will be eliminated by the closing of business day May 15, 2015 to August 23, 2015.

In order to keep expenditures within available funding and to keep staffing at the level necessary for efficient operation, it is necessary to abolish the positions described in Attachment A-1 on the dates indicated. Positions required to support the Head Start Center Based and Home Based program for the 2015-2016 program year will be re-established in August 2015 as indicated on Attachment A-2.

### CONSEQUENCE OF NEGATIVE ACTION:

Failure to close the part-day, part year preschool classrooms and the Home Based Program during the summer months of 2015, may result in fiscal deficit for the Community Services Bureau of the Employment and Human Services Department.

### CHILDREN'S IMPACT STATEMENT:

Community Services Bureau supports all five outcomes establish by the Children's Report Card: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families. Both the part-day, part-year Head Start Center Based preschool program and the Home Based Program support all five outcomes listed above.

### ATTACHMENTS

Resolution No. 2015/100

Positions to be Abolished and Re-established

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

Adopted this Resolution on 04/14/2015 by the following vote:

**AYE:** ☐  
**NO:** ☐  
**ABSENT:** ☐  
**ABSTAIN:** ☐  
**RECUSE:** ☐



**Resolution No. 2015/100**

In the Matter Of: Abolishing Positions, Laying Off and Re-appointing Certain County Employees in the Employment and Human Services Department, Community Services Bureau's Head Start Center Based and Home Based programs

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

Now, Therefore, Be It Resolved: 1. The positions set forth in the lists attached list A-1 will be abolished and the employees laid-off. List A-1 is incorporated herein by reference, and said positions are hereby abolished, effective on the date indicated. 2. The positions set forth in the lists attached list A-2 will be reestablished. List A-2 is incorporated herein by reference, and said positions are hereby reestablished, effective on the date indicated.

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

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

**Contact: Reni Radeva (925) 681-6321**

**ATTESTED: April 14, 2015**

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

By: , Deputy

**cc:** EHSD/Community Services Bureau, Human Resources, Otilia Parra

**ATTACHMENT A-1**

**RESOLUTION NO.**

**CONTRA COSTA COUNTY  
POSITIONS TO BE ABOLISHED  
Effective: May 15<sup>th</sup>, 2015**

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**DEPARTMENT: Employment and Human Services**

| <b>Pos #</b> | <b>Classification</b>    | <b>Class Code</b> | <b>Org #</b> | <b>FT/PT</b> | <b>Vacant/Filled</b> |
|--------------|--------------------------|-------------------|--------------|--------------|----------------------|
| 15735        | Early Childhood Educator | 9MW4              | 1419         | FT           | Filled               |
| 15736        | Early Childhood Educator | 9MW4              | 1419         | FT           | Filled               |
| 15737        | Early Childhood Educator | 9MW4              | 1419         | FT           | Filled               |
| 15738        | Early Childhood Educator | 9MW4              | 1419         | FT           | Filled               |
| 15739        | Early Childhood Educator | 9MW4              | 1419         | FT           | Filled               |
| 15740        | Early Childhood Educator | 9MW4              | 1419         | FT           | Filled               |
| 14088        | Early Childhood Educator | 9MW4              | 1419         | FT           | Filled               |
| 6742         | Teacher                  | CJN1              | 1457         | FT           | Filled               |
| 15491        | Teacher                  | CJN1              | 1457         | FT           | Filled               |
| 1079         | Teacher                  | CJN1              | 1432         | FT           | Filled               |
| 14773        | Teacher                  | CJN1              | 1433         | FT           | Filled               |
| 15481        | Teacher                  | CJN1              | 1438         | FT           | Filled               |
| 15489        | Teacher                  | CJN1              | 1438         | FT           | Filled               |
| 15822        | Teacher                  | CJN1              | 1432         | FT           | Filled               |
| 15494        | Teacher                  | CJN1              | 1445         | FT           | Filled               |
| 1083         | Teacher                  | CJN1              | 1457         | FT           | Filled               |
| 15483        | Teacher                  | CJN1              | 1427         | FT           | Filled               |
| 15486        | Teacher                  | CJN1              | 1427         | FT           | Filled               |
| 15482        | Teacher                  | CJN1              | 1458         | FT           | Filled               |
| 15485        | Teacher                  | CJN1              | 1458         | FT           | Filled               |
| 15493        | Teacher                  | CJN1              | 1458         | FT           | Filled               |
| 15490        | Teacher                  | CJN1              | 1422         | FT           | Filled               |
| 15488        | Teacher                  | CJN1              | 1422         | FT           | Filled               |
| 15484        | Teacher                  | CJN1              | 1422         | FT           | Filled               |
| 15820        | Teacher                  | CJN1              | 1422         | FT           | Filled               |
| 15497        | Master Teacher           | CJT1              | 1458         | FT           | Filled               |
| 15498        | Master Teacher           | CJT1              | 1427         | FT           | Filled               |
| 15499        | Master Teacher           | CJT1              | 1445         | FT           | Filled               |

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**ATTACHMENT A-2**

**RESOLUTION NO.**

**CONTRA COSTA COUNTY  
POSITIONS TO BE ESTABLISHED  
Effective: August 24<sup>th</sup> 2015**

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**DEPARTMENT: Employment and Human Services**

| <b>Pos #</b> | <b>Classification</b>    | <b>Class Code</b> | <b>Org #</b> | <b>FT/PT</b> |
|--------------|--------------------------|-------------------|--------------|--------------|
|              | Early Childhood Educator | 9MW4              | 1419         | FT           |
|              | Early Childhood Educator | 9MW4              | 1419         | FT           |
|              | Early Childhood Educator | 9MW4              | 1419         | FT           |
|              | Early Childhood Educator | 9MW4              | 1419         | FT           |
|              | Early Childhood Educator | 9MW4              | 1419         | FT           |
|              | Early Childhood Educator | 9MW4              | 1419         | FT           |
|              | Early Childhood Educator | 9MW4              | 1464         | FT           |
|              | Teacher                  | CJN1              | 1484         | FT           |
|              | Teacher                  | CJN1              | 1455         | FT           |
|              | Teacher                  | CJN1              | 1484         | FT           |
|              | Teacher                  | CJN1              | 1458         | FT           |
|              | Teacher                  | CJN1              | 1458         | FT           |
|              | Teacher                  | CJN1              | 1458         | FT           |
|              | Teacher                  | CJN1              | 1422         | FT           |
|              | Teacher                  | CJN1              | 1488         | FT           |
|              | Teacher                  | CJN1              | 1422         | FT           |
|              | Teacher                  | CJN1              | 1458         | FT           |
|              | Teacher                  | CJN1              | 1485         | FT           |
|              | Teacher                  | CJN1              | 1497         | FT           |
|              | Teacher                  | CJN1              | 1850         | FT           |
|              | Teacher                  | CJN1              | 1451         | FT           |
|              | Teacher                  | CJN1              | 1457         | FT           |
|              | Teacher                  | CJN1              | 1497         | FT           |
|              | Teacher                  | CJN1              | 1457         | FT           |
|              | Teacher                  | CJN1              | 1451         | FT           |
|              | Master Teacher           | CJT1              | 1445         | FT           |
|              | Master Teacher           | CJT1              | 1497         | FT           |
|              | Master Teacher           | CJT1              | 1445         | FT           |



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services  
Date: April 14, 2015

Subject: Add a permanent full-time position in the Contra Costa Health Plan division of the Health Services Department

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21646 to add one (1) Assistant Director of Safety and Performance Improvement (VWGB) position (\$8,695-\$10,569) in the Contra Costa Health Plan division of the Health Services Department.

**FISCAL IMPACT:**

The additional costs associated with this action are approximately \$200,595 annually with benefits, including pension costs of \$45,000. Costs will be funded by CCHP Enterprise Fund II. (100%).

**BACKGROUND:**

The new Assistant Director of Safety and Performance Improvement at CCHP will be responsible for program development and coordination work to implement and maintain a quality management program that assesses and reports the performance of the clinical, service, and other programs at Contra Costa Health Plan (CCHP); will work with the CCHP Medical Director and other clinical and administrative staff to ensure that the program effectively measures, assesses and continuously improves the quality of care and service provided; will ensure that applicable regulatory and accreditation requirements are met; and will supervise subordinate Quality Management staff.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kristen Cunningham,  
957-5267

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, Contra Costa Health Plan will not be able to meet the mandated requirements of the Plan.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21646



# POSITION ADJUSTMENT REQUEST

NO. 21646  
DATE 4/1/2015

Department HEALTH SERVICES-CCHP

Department No./

Budget Unit No. 0860 Org No. 6106 Agency No. A18

Action Requested: Add one permanent full-time Assistant Director of Safety and Performance Improvement (VWGB) position in the Contra Costa Health Plan division of the Health Services Department

Proposed Effective Date: 4/15/2015

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 \$200,595.00

Net County Cost \$0.00

Total this FY \$50,148.75

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Costs of \$200,595.57 funded by CCHP Enterprise Fund III

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

4/7/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under a delegation of 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 4/7/2015

☐ 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., Health Services  
Date: April 14, 2015

Subject: Add one Clerk-Senior Level position and cancel one vacant Account Clerk-Advanced Level position in the Health Services Department

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21645 to add one (1) Clerk-Senior Level(JWXC) position (\$2,997-\$3,827)and cancel vacant Account Clerk-Advanced Level (JDTD) (\$3,309-\$4,226) position #7183 in the Health Services Department.

**FISCAL IMPACT:**

There will be a cost savings of \$7,028 annually with this action, including a pension savings of approximately \$1,700.

**BACKGROUND:**

The Clerk-Senior Level position that will be added with this action will provide much needed clerical support to the Facilities division at Contra Costa Regional Medical Center and Health Centers. Specific duties will include: Sign posting for OSHA, personnel, safety, disaster, communication, staff and patient education regulations, standards, etc.; Clerical assistance to the managers and staff supporting the Environment of Care at the hospital and clinic sites: fire safety, utilities, medical equipment, emergency management, safety, security, hazardous materials and waste; Arrange meetings, conference rooms, take minutes; Assist with environment of care management plans, annual review of the EOC management plans; Assist with regulatory standards adherence - Joint Commission, CMS, OSHA, Title 22, Title 24 and organize supporting documentation; Assist with OSHPD and local jurisdiction submissions and documentation management; Filing; Data entry and organization; Assist with report writing

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kristen Cunningham,  
957-5267

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved and without additional staff, Contra Costa Regional Medical Center and Health Centers will not have the adequate clerical staff to support its Facilities units.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

P-300 #21645

# POSITION ADJUSTMENT REQUEST

NO. 21645  
DATE 3/20/2015

Department HEALTH SERVICES-CCRMC

Department No./

Budget Unit No. 0540 Org No. 6536 Agency No. A18

Action Requested: Add one permanent full-time Clerk-Senior Level (JWXC) position and cancel vacant Account Clerk-Advanced Level (JDTD) position #7183 in the Health Services Department

Proposed Effective Date: 4/15/2015

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 (\$7,028.00)

Net County Cost \$0.00

Total this FY (\$1,171.00)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Annual cost savings of \$7,028.13

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

4/7/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under a delegation of 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 4/7/2015

☐ 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:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 14, 2015

Subject: Unit modification election results for the Public Health Nurses of Local One

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**RECOMMENDATION(S):**

ACKNOWLEDGE modification of the Health Services Unit represented by Public Employees' Union, Local One to establish a new representation unit called the Public Health Nurses Unit to be composed of the Public Health Nurse (VVXA) and Public Health Nurse-Project (VVX1) classifications; accept the results of the representation election of the Public Health Nurses Unit; and acknowledge formal recognition of the California Nurses Association as the majority representative of the Public Health Nurses Unit effective July 1, 2015, as recommended by the Employee Relations Officer.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

In October, 2013, the California Nurses Association submitted a petition to the Labor Relations Unit requesting that the Public Health Nurse classifications, which were part of the Health Services Unit represented by Local One, be represented by the California Nurses Association instead of Local One. Signatures on the petition were verified and the process to modify the Health Services Unit to create a new Public Health Nurses unit proceeded pursuant to section 34-12.016 of the County's Employer-Employee Relations Resolution (EERR). In October 2014, an arbitrator determined that the Public Health Nurses Unit was an appropriate representation unit. The Labor Relations Unit then requested that the State Mediation and Conciliation Service (SMCS) serve as a neutral party to conduct the election in accordance with Section 34-12.012 and 34-12.016 of the EERR.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF  
SUPERVISORS**

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

ATTESTED: April 14, 2015

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

Contact: (925)  
335-1782

By: , Deputy

cc: Laura Strobel, Cynthia Schwerin, Trevor Koski, Glynis Hughes, Lisa Driscoll

On April 2, 2015, a vote count was conducted by SMCS to determine which organization would represent the Public Health Nurses Unit. The following are the results of the election:

BACKGROUND: (CONT'D)

Representation Election Results

PEU Local 1: 2 votes

California Nurses Association: 54 votes

No Organization: 0 votes

Total Valid Ballots Cast: 56

Total Eligible Employees

in Public Health Nurses Unit: 64

SMCS certified the election results. More than fifty percent of eligible employees in the Public Health Nurses Unit cast ballots in the election and a majority of the votes cast selected the California Nurses Association as the new majority representative. Pursuant to section 34-12.016 of the EERR, the Public Health Nurses Unit will be represented by the California Nurses Association effective July 1, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

Public Health Nurses will continue to be represented by Local One.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: April 14, 2015

Subject: P300 No. 21647 to Decrease Position Hours of one BOS Assistant Specialist

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**RECOMMENDATION(S):**

ADOPT Position Adjustment No. 21647 to decrease the hours of one (1) Board of Supervisors Assistant-Specialist (J994) (unrepresented) position, #2471, from full time to part time (30/40) effective April 1, 2015, in the District I Board of Supervisors Office.

**FISCAL IMPACT:**

Upon approval, this action would offset about \$3,250 of the \$13,000 estimated cost increase associated with Position Adjustment Request No. 21627, which increased the position's hours to 40/40 as approved by the Board of Supervisors on March 10, 2015.

**BACKGROUND:**

In an effort to minimize the impact of two recent chief of staff resignations and ensure continuity of office operations and constituent services, the District I Office previously requested to increase the hours of position no. 2471. However, the incumbent of the position is unable to fulfill the full time hours. Therefore, the District I Office is requesting to decrease the position's hours to part time (30/40).

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, this position in the District I Board of Supervisors Office will not reflect the part time hours to which the incumbent can commit.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kate Rauch, (510)  
231-8686

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

By: , Deputy

cc:



## ATTACHMENTS

P300 21647 BOS Asst FT to PT District

I

# POSITION ADJUSTMENT REQUEST

NO. 21647  
DATE 4/7/2015

Department Board of Supervisors- District I

Department No./

Budget Unit No. 0001 Org No. 1101 Agency No. A01

Action Requested: Decrease the hours of one (1) BOS Assistant-Specialist (J994) (unrepresented) position # 2471, from 40/40 to 30/40, in the District I BOS Office.

Proposed Effective Date: 4/1/2015

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 (\$3,250.00)

Net County Cost (\$3,250.00)

Total this FY (\$3,250.00)

N.C.C. this FY (\$3,250.00)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Decrease the hours of one (1) Board of Supervisors Assistant-Specialist (J994) (unrepresented) position, #2471, from 40/40 to 30/40 effective April 1, 2015, in the District I Board of Supervisors Office.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.

☒ 4/1/2015(Date)

Kathy Ito

4/9/2015

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 4/9/2015

☒ 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 4/9/2015

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: Chad Godoy, Director of Agriculture/Weights & Measures  
Date: April 14, 2015

Subject: APPROVE and AUTHORIZE the Agricultural Commissioner, or his designee, to apply for and accept a grant from the CA Dept. of Conservation

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/90 to authorize the Agricultural Commissioner, or designee, to apply for and accept a grant from the California Department of Conservation in an amount not to exceed \$100,000, to inventory and develop maps of agricultural lands and the supporting agriculture infrastructure within the county for the period of July 1, 2015 to June 30, 2017.

**FISCAL IMPACT:**

The Department of Agriculture would receive up to \$100,000 of grant money to be spent over a maximum of two years (including a minimum 10% department match, where at least 5% of the of the requested grant amount must be a cash match and the balance may be-in-kind).

**BACKGROUND:**

The County Department of Agriculture met with the County Department of Conservation and Development, the County Local Agency Formation Commission, the Brentwood agricultural Land Trust and a member of Supervisor Piepho's staff to discuss collaborating on a grant offered through the Sustainable Agricultural Lands Conservation Program (SALCP) which supports the state's

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Roxann Crosby,  
925-646-5250

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

greenhouse gas emission goals by making strategic investments to protect critical agricultural land from conversion to urban or rural residential development and support a healthy agricultural economy. As an outcome of these conversations and an effort to support the Board of Supervisors resolution on the "Preservation of Agricultural Lands" passed on February 3, 2009, the County Agricultural Commissioner's office wished to spearhead an effort to gather information to develop maps that can be used to facilitate the establishment of local priorities for agricultural land conservation. The grant will be used to support this effort by creating an inventory and maps of agricultural, conserved and developed land within the county. The project will also inventory and map food system infrastructure and direct marketing channels that can facilitate local market opportunities for small and medium-sized growers in order to prevent land conversion out of agriculture and reduce food miles from farm to fork.

CONSEQUENCE OF NEGATIVE ACTION:

Inability of moving forward in submitting grant proposal

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Resolution No. 2015/90

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

Adopted this Resolution on 04/14/2015 by the following vote:

AYE: ☐  
NO: ☐  
ABSENT: ☐  
ABSTAIN: ☐  
RECUSE: ☐



**Resolution No. 2015/90**

In the Matter Of: **APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM FUNDED BY THE GREENHOUSE GAS REDUCTION FUND UNDER THE GLOBAL WARMING SOLUTIONS ACT OF 2006.**

**WHEREAS**, the Legislature and Governor of the State of California have provided funds for the program shown above; and

**WHEREAS**, the State's objectives with these funds are to reduce greenhouse gas emissions by creating more compact, infill development patterns, encouraging active transportation and mass transit usage, and protecting agricultural lands; and

**WHEREAS**, the Department of Conservation has been delegated the responsibility for the administration of this grant program on behalf of the Strategic Growth Council, establishing necessary procedures; and

**WHEREAS**, said procedures for this program require a resolution certifying the approval of application by the Applicant's governing board before submission of said application to the State; and

**WHEREAS**, the Applicant, if selected, will enter into an agreement with the State of California to carry out development of the Sustainable Agricultural Land Strategy.

**NOW, THEREFORE, BE IT RESOLVED:** that the Board of Supervisors of the County of Contra Costa:

1. Approves the filing of an application for the Sustainable Agricultural Land Strategy Grant;
2. Certifies that the Applicant understands the assurances and certification in the application, and
3. Certifies that the Applicant will have sufficient funds to develop the plan; or will secure the resources to do so, and
4. Certifies that the Applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
5. Appoints the Contra Costa County Agricultural Commissioner, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for development of the aforementioned plan.

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: Roxann Crosby, 925-646-5250**

**ATTESTED: April 14, 2015**

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

By: , Deputy

**cc:**



Contra  
Costa  
County

To: Board of Supervisors  
From: Jessica Hudson, County Librarian  
Date: April 14, 2015

Subject: Apply for and Accept a \$400 Grant From Poets & Writers, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$400 from Poets & Writers, Inc., to provide programming at the Juvenile Hall Library for the period March 9 through March 31, 2015.

**FISCAL IMPACT:**

No Library Fund match.

**BACKGROUND:**

Poets & Writers, Inc., is the primary source of information, support and guidance for creative writers. Founded in 1970, it is the nation's largest non-profit literary organization serving poets, fiction writers, and creative non-fiction writers. Funding from this grant will bring author Coe Booth to present a program at the Juvenile Hall Library. Ms. Booth will engage residents in talking about her life and work and read selections from her published material. Residents will be able to engage in honest, compassionate discussion with an author who understands and writes about their unique situation.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved then the programs will not be held.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

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

Contact: Gail McPartland,  
925-927-3204

By: , Deputy

cc:

**CHILDREN'S IMPACT STATEMENT:**

Programs provided by these funds meet the community outcome of Children Ready For and Succeeding in School. Ms. Booth's program will inform Juvenile Hall residents of the importance of scholastic achievement and inspire them to greater success in the classroom.





Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: April 14, 2015

Subject: California Department of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/120 authorizing the Sheriff-Coroner, or designee, to apply for and accept a California Department of Boating and Waterways Surrendered and Abandoned Vessel Exchange grant in the initial requested allocation of \$200,000 for the abatement of abandoned vessels and the vessel turn in program on County waterways commencing when the grant is fully executed through the end of the grant funding availability.

**FISCAL IMPACT:**

\$200,000; 90% State, 10% County match (Budgeted).

**BACKGROUND:**

The California Department of Boating and Waterways (DBW) is prepared to award a Surrendered and Abandoned Vessel Exchange grant to the Office of the Sheriff to assist the Sheriff's Marine Patrol with the removal of abandoned vessels and water hazards. The funding provided by this grant will enable the Marine Patrol unit to remove abandoned vessels and identify hazards to vessel navigation in a continued effort to protect life and property on the waterways with Contra Costa County.

**CONSEQUENCE OF NEGATIVE ACTION:**

Negative action on this request will result in the loss of state funding designed to significantly increase the safety and security of persons and property on the waterways within Contra Costa County.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Mary Jane Robb,  
925-335-1557

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

N/A



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Grant Agreement #28-873 with the California Endowment

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute on behalf of the County, Grant Agreement #28-873 (#20141990) with the California Endowment, to pay the County an amount not to exceed \$90,026, for the Richmond Public Health Solutions (RPHS) Project, for the period from January 1, 2015 through December 31, 2015.

**FISCAL IMPACT:**

This agreement will result in up to \$90,026 of funding from the California Endowment for the County's Richmond Public Health Solutions Project. No County match required.

**BACKGROUND:**

Health disparities are associated with poor education outcomes, and in Richmond, Latino and African American residents face disproportionate rates of preventable chronic illness such as heart disease, obesity, and cancer. Public Health agencies alone cannot reduce these disparities, but working collaboratively with other governmental agencies, educational institutions and community-based organizations RPHS can provide Richmond youth the skills and experience they need to advance their education, learn community advocacy and become part of the public health workforces.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Wendel Brunner, MD,  
313-6712

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

By: , Deputy

cc: Jacqueline Pigg, C Rucker

**BACKGROUND: (CONT'D)**

The goal of the project is to expose approximately 120 high school juniors enrolled in De Anza's Health Academy, composed primarily of youth of color, to public health concepts, practices and careers, through December 31, 2015. This Agreement includes agreeing to indemnify and hold the grantor harmless for any claims arising out of County's performance of this agreement.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the County will not receive funds to support the Public Health Richmond Public Health Solutions (RPHS) Project participants.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Application #28-511-31 to the California Department of Resources Recycling and Recovery

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee (Marilyn Underwood), to submit Application #28-511-31 to the California Department of Resources Recycling and Recovery (CalRecycle), to pay County an amount not to exceed \$30,000, for the continuation of the Local Enforcement Agency (LEA) assistance funds for the Department's Environmental Health Division (Solid Waste Program), for the period July 1, 2015 through June 30, 2016.

**FISCAL IMPACT:**

Approval of this application will result in a projected amount not to exceed \$30,000 of funding for the Department's Solid Waste Program. No County match required.

**BACKGROUND:**

The CalRecycle provides these grants annually to assist Statewide Local Enforcement Agencies (LEA) in performing their duties. Pursuant to Public Resources Code Section 43230, this grant award will be used solely for the support of the solid waste facilities permit and inspection programs, including personnel, training, equipment, supplies, and technical support.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Marilyn Underwood,  
692-2521

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

By: , Deputy

cc: T Scott, C Rucker

BACKGROUND: (CONT'D)

Approval of application #28-511-31 will allow County to apply to receive funds for continuation of the LEA assistance funds, through June 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this application is not approved, the County will not be able to receive funds to carry out its solid waste facilities permit and inspection programs.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Amendment #29-393-23 with the California Department of Public Health, Tuberculosis Control Branch

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Grant Award Amendment #29-393-23, with the California Department of Public Health, Tuberculosis (TB) Control Branch, effective February 6, 2015, to amend Grant Award #29-393-20, to increase the amount payable to County by \$21,501 from \$285,845 to a new total of \$307,346, with no change in the original term of July 1, 2014 through June 30, 2015.

**FISCAL IMPACT:**

Approval of this amendment will result in an increase of \$16,205 for translation services, public health laboratory services and supplies from the State of California, TB Control Branch for fiscal year 2014-2015. (No County match required)

**BACKGROUND:**

The Contra Costa County, Public Health Department maintains a TB Control Program, which serves all reported TB patients and their contacts in Contra Costa County. Outreach services are provided to reach the "Hard-to Reach" people with TB and those at high risk. The TB control staff work within the Communicable Disease Section in collaboration with the HIV/AIDS

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Wendel Brunner, MD,  
313-6712

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

By: , Deputy

cc: T Scott, C Rucker

**BACKGROUND: (CONT'D)**

Program, Substance Abuse Programs, Contra Costa Regional Medical Center and Health Centers, and providers throughout the County.

On August 12, 2014, the Board of Supervisors approved acceptance of Grant Award #29-393-22 with the California Department of Public Health, TB Control Branch, for the TB Control Program, for the period from July 1, 2014 through June 30, 2015.

Approval of Grant Award Amendment #29-393-23 will allow the Department to receive additional funds for translation services and public health laboratory services and supplies, through June 30, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the County will not receive additional funds for services which would result in a decrease in the number of TB patients who receive appropriate treatment and therefore increasing the spread of TB.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.





Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: April 14, 2015

Subject: State of California Department of Boating and Waterways Financial Assistance Program Grant

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept a grant from the California Department of Boating and Waterways in an amount not to exceed \$638,249 for marine patrol and boating regulations enforcement beginning July 1, 2015 through the end of the available grant funding.

**FISCAL IMPACT:**

Initial Revenue of \$638,249, 100% State funds. The Office of the Sheriff receives annual funding from the Department of Boating and Waterways that is incorporated in the baseline budget.

**BACKGROUND:**

The State of California Department of Boating and Waterways (DBW) provide funding to maintain the service level of the Office of the Sheriff's Marine Patrol Unit on the Delta Waterways. Marine patrol operations cost roughly \$1.5 million per year of which DBW has awarded \$638,249 for each of the past six years. Beginning July 1, 2015, DBW will again fund an initial amount of \$638,249. DBW funding provides the ability for more vigilant enforcement of boating regulations.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to secure State funding will result in a reduction in Marine Patrol Services.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Mary Jane Robb, (925)  
335-1557

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher  
Date: April 14, 2015

Subject: 2015 Community Services Block Grant (CSBG) revenue contract, amendment #1

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept additional funding from California Department of Community Services and Development, to increase the payment limit from \$213,583 by \$584,126 to new amount not to exceed \$797,709 for Community Services Block Grant program services with no change to term January 1, 2015 through December 31, 2015.

**FISCAL IMPACT:**

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

State: 15F-2007 / Amend 1  
County: 39-813-39

**BACKGROUND:**

The Board approved receipt

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: CSB (925)  
681-6304

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

By: , Deputy

cc: Jagjit Bhambra, Sam Mendoza

**BACKGROUND: (CONT'D)**

of the 2015 Community Services Block Grant on January 13, 2015. As the County's Community Action Agency, the Department's Community Services Bureau regularly receives Community Services Block Grant (CSBG) funding to operate self-sufficiency programs under the advisement of the County's Economic Opportunity Council (EOC). The funding amount is based on the County's low-income population which meets federal poverty guidelines. The award approved on January 13, 2015 was a partial allocation based on the partial grant award received by the State from the federal government for CSBG. This board order accepts the remainder of the 2015 allocation.

**CONSEQUENCE OF NEGATIVE ACTION:**

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

**CHILDREN'S IMPACT STATEMENT:**

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 14, 2015

Subject: USAC grant for telecommunications and internet services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Department Director, or designee, to apply for and accept funding from the Universal Service Administrative Company of the Federal Communications Commission, in an amount not to exceed \$1,500,000 for telecommunication, internet access and internal connection services for the Community Services Bureau programs during the term July 1, 2015 through June 30, 2016.

**FISCAL IMPACT:**

100% Federal funding

Universal Service Administrative Company / Federal Communications Commission / Schools & Libraries Division  
No County match

**BACKGROUND:**

The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: CSB (925)  
681-6304

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

By: , Deputy

cc: Jagjit Bhambra, Cassandra Youngblood

**BACKGROUND: (CONT'D)**

access. It is one of four support programs funded through a Universal Service fee charged to companies that provide interstate and/or international telecommunications services.

The Schools and Libraries Program supports connectivity - the conduit or pipeline for communications using telecommunications services and/or the Internet. Funding is requested under four categories of service: telecommunications services, Internet access, internal connections, and basic maintenance of internal connections. Discounts for support depend on the level of poverty and the urban/rural status of the population served and range from 20% to 90% of the costs of eligible services. The Department is applying for the grant in three areas; telecommunications services, Internet access, internal connections. Total funding request is \$ 1,500,000

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, Department will not be able to receive funding for telecommunication programs.

**CHILDREN'S IMPACT STATEMENT:**

None



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 14, 2015

Subject: 2014-15 CC Community College District Interagency Agreement Amendment

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract amendment with Contra Costa Community College District, to decrease the payment limit by \$926,552 to a new amount not to exceed \$153,242 and the change the term to July 1, 2014 through August 17, 2014.

**FISCAL IMPACT:**

\$122,594 State funds (80%)  
\$30,649 Federal funds (20%)

California Department of Education  
passed through Contra Costa Community College District

No County match

39-811-46

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: CSB (925)  
681-6333

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

By: , Deputy

cc: Ressie Dayco

#### BACKGROUND:

Contra Costa College District receives funds from the State of California Department of Education for State Preschool program services. The District, in turn, contracts with Contra Costa Employment & Human Services Department Community Services Bureau to provide the services. On September 9, 2014 the board approved the agreement for part-day and full-day preschool services to program eligible children and families during the term July 1, 2014 through June 30, 2015. In 2014, the State and the Contra Costa Community College District agreed to end the funding to the College District; the County was asked to accept the transfer of funds and program from the College District. This amendment reflects the changes made after the original agreement execution between the County and the College District. The amendment allows the pass through of the daily rate increase, provided by the State, from \$33.09 per day to \$34.74 per day. It also changes the term end date from June 30, 2015 to a new term end of August 17, 2014.

#### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive funding to operate this childcare program.

#### CHILDREN'S IMPACT STATEMENT:

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





**Contra  
Costa  
County**

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: April 14, 2015

Subject: Consulting Services Agreement with KMD for Architectural Services for the West County Re-Entry, Treatment and Housing Replacement Project (WW0845)

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**RECOMMENDATION(S):**

1. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with KMD Architects ("KMD") in an amount not to exceed \$160,000, to provide architectural and engineering consulting services in connection with the County's funding application to the California Board of State and Community Corrections for \$80 million for the construction of the West County Re-Entry, Treatment and Housing Replacement Project.
2. DETERMINE that the above actions are government funding mechanisms and/or fiscal activities that are not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

**FISCAL IMPACT:**

Funding for the grant application and preliminary programming phase provided by Sheriff Department's West County Detention Facility, 100% General Fund.

**BACKGROUND:**

The recommended actions provide for the County to take the steps necessary to seek funding in the amount of \$80 million from the Board of State and Community Corrections ("BSCC"). Similar to last year's Senate Bill (SB) 1022 program, use of the new SB 863 program is proposed to build a new housing unit at the West County Detention Facility ("WCDF") campus that replaces the use of existing beds at the Martinez Detention Facility ("MDF") with

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Ramesh Kanzaria, (925)  
313-2000

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office

## BACKGROUND: (CONT'D)

>

appropriately secure housing, along with additional space for re-entry and mental health treatment programs currently unavailable to the high-security population. The expansion is estimated to consist of a 130,000 square foot facility at total cost of about \$89 million and to be completed in spring of 2020.

## SCOPE AND NEEDS ASSESSMENT

The scope of the proposed West County Re-Entry, Treatment and Housing Replacement Project was established based on a Needs Assessment that was performed in 2007, revised in 2011 and 2013, and is currently being updated. The updated needs assessment must be submitted with the Sheriff's proposed funding application to the BSCC. Staff will return to the Board to seek approval for submitting the proposed application.

Based on the updated needs assessment, staff has determined that the optimum new proposed facility would build 240 high-security cells to replace the same number at the MDF, and would rely largely on support services from existing facilities, including intake and release, inpatient medical services, food services, laundry and warehouse storage. In addition to replacement cells, the new proposed facility would include space for inmate re-entry programs, as well as visitation and outpatient and mental health care dedicated to the new, high security housing units.

The original WCDF was designed and constructed in the late 1980s and early 1990s that included housing for up to 1,536 inmates and 495 staff, and the existing facility was designed to include infrastructure scaled to support future housing expansion to that size to serve the larger population. The facility opened in 1991, with housing capacity for a population of 1,196. A small expansion occurred in 1994. Changes in standards have affected the capacity of the facility, and the campus' current population is 574 inmates with a total possible capacity of 1,096 inmates.

Approximately 115 employees, including deputies, clerks, aides, cooks, teachers and medical staff, are assigned to work at the WCDF, and a typical shift consists of approximately 37 employees.

Over the past 13 years there have been substantial changes in California's criminal justice system. A series of court decisions, state laws, and voter initiatives have resulted in changes in the profile of those incarcerated and how the County must address their needs. The County Sheriff administers more than a dozen classifications of inmates, each requiring special needs and services, some of which need to be further separated for staff and inmate safety. The proposed expansion will help the County achieve its capacity, security, facility, and programming needs based on current standards and classifications. These are described briefly below.

Placing special inmates in inappropriate housing units on a temporary basis creates safety risks for both officers and inmates. Housing that was originally designed as disciplinary and intake housing units now serves as administrative segregation, protective custody, general population (including rival gangs), and mental health/medical inmates. Since the implementation of Assembly Bill (AB) 109, Contra Costa County has been housing higher level prisoners previously housed in state facilities for much longer periods of time, requiring staff to regularly move inmates to maintain security.

Currently, the only available housing for high security inmates is at the MDF, which was not designed for high security inmates. Large concrete pillars obstruct views of inmates and angular sight lines make supervision of inmates outside of their cells difficult without extensive staffing. Flooring can be pried up and used to fabricate makeshift weapons. Additionally, because of the inadequate and outdated design, the dayroom areas at the MDF are not suitable for providing educational or behavioral programming.

The County needs to provide educational and vocational programming for its high security inmates, but is limited by the lack of secure facilities. New high security educational and vocational facilities are needed in the WCDF because they do not currently exist for high security inmates. These facilities will provide staff with the opportunity to work with inmates and support their rehabilitation in a safe environment. Such facilities include new, hardened multipurpose classrooms. New programming could include educational classes, vocational classes, drug treatment/prevention classes, parenting classes, library programs and faith-based programs. This type of programming can only occur in facilities that are appropriate for the inmate classification.

Similarly, the County has limited high security healthcare and mental health facilities; additional facilities are needed to support state requirements. Outpatient care facilities are essential to provide close-proximity outpatient medical services. The high-security classification, aging population and mental health needs of a large portion of the inmate population dictate the need for close-proximity outpatient medical services.

The proposed West County Re-Entry, Treatment and Housing Replacement Project entails the development of approximately 2.3 acres at the WCDF for a high-security detention facility with supporting reentry program facilities, and a mental health treatment facility. The estimated 130,000 s.f. new facility would provide high security housing with 240 double-occupancy cells, mental health care facility, and educational and vocational facilities and programs to help prepare inmates for reentry into society as well as supporting outpatient medical, recreational, and minor administrative facilities.

#### STATE SENATE BILL 863 FUNDING

The Senate Bill (SB) 863 legislation enacted on June 20, 2014, provides for counties the size of Contra Costa County to receive up to \$80 million from the State with a requirement to contribute at least 10% of the total cost, and meet other conditions of the award. It also requires the BSCC to distribute funds to counties competitively based on demonstration of programming needs to manage the offender population, and to give preference to counties that have not received prior BSCC funding. Specifically, the legislation says; “Funding consideration shall be given to counties that are seeking to replace compacted, outdated, or unsafe housing capacity or are seeking to renovate existing or build new facilities that provide adequate space for the provision of treatment and rehabilitation services, including mental health treatment,” [emphasis added]. It also says, “Funding preference shall also be given to counties that are most prepared to proceed...” Finally, unlike SB 1022, it says, “The BSCC may consider award history...” The BSCC is currently developing a scoring system for the award of funds that gives counties extra points if they have not been awarded prior funding.

As with SB 1022, a county’s preparedness is demonstrated by having the following:

1. availability of legally-sourced matching funds;
2. a complete, initial real estate due diligence of the proposed site;
3. having completed all requirements of CEQA, and;
4. Board of Supervisors approval of a Resolution authorizing the County to proceed with the project, under the conditions of form agreements to which the County will eventually become a party with the State to be eligible for any funds conditionally awarded to the County.

Unlike last year for SB 1022, the Sheriff’s Office and the Public Works Department have either completed or are on schedule to complete each of these requirements in time for the SB 863 application.

The Contra Costa County Needs Assessment provides compelling evidence of the need for new construction to address the safety concern borne out of the outdated and insufficiently secure housing capacity for violent offenders. In 2012, for example, the County had an average population of 642 high-security inmates. The County’s jail facilities provide only 53 high-security beds. The Needs Assessment also identifies a requirement for additional program space to better treat this class of inmate, and also to address the needs resulting from the AB 109 realignment of inmates from State prisons, which detain inmates for a much longer period of time than county jails have traditionally done prior to the realignment. These needs have been well documented.

The impact of Proposition 47 on Contra Costa County’s incarceration rate has been studied carefully. Because that law inherently impacts only the low-security offender population, the Sheriff’s needs for the high-security population remain without impact.

The County construction budget for this project is approximately \$65 million to \$70 million, including site work and utilities. With county matching funds, this funding opportunity will provide full funding for the project. The County anticipates that the State will announce which counties will receive the grant in about October of 2015. In that event, and if Contra Costa County is successful, final programming and design work for the project would begin in about the spring of 2016.

The proposed state funding envisions a project with a total cost of \$89 million; \$80 million from the state and about \$9 million from County matching funds. Beginning in fiscal year 2019/20, the estimated increase to annual operating costs following the construction of the proposed facility is about \$4 million. This reflects a staffing model of 16 Deputy Sheriff-40 Hour and five Sheriff's Aide positions; however, due to the shift of existing inmates from the MDF to the proposed new facility, 10 existing Deputy Sheriff-40 Hour positions will be transferred to that facility. This results in an anticipated net increase of \$1.6 million in operating costs related to the new facility, primarily reflecting the addition of six Deputy Sheriff-40 Hour and five Sheriff's Aide positions required to supervise inmate re-entry programs.

The proposed facility has a planned opening in spring of 2020, with the first full year of operational costs taking effect in fiscal year 2020/21.

#### FUNDING PROPOSAL SERVICES

The County will require architectural and engineering (A/E) and other consulting services to help prepare the BSCC funding application. This will consist primarily, but is not limited to: updated needs assessment and programming for inmate programs, particularly to address AB 109 and mentally ill offenders; development of space requirements based on that assessment, and associated cost estimating; concept floor plan and elevations rendering; and funding application writing services to address specific requirements of the grant. It is recommended the architectural and engineering consulting services be provided by the firm KMD, who would begin immediately upon execution of the Consulting Services Agreement.

The Consulting Services Agreement provides that KMD is not authorized to perform any services beyond assisting the County in preparing the BSCC funding application, and will only be paid up to \$160,000 for those services, until the County approves an amendment to the Consulting Services Agreement increasing the payment limit from \$160,000 to either \$1,750,000 or \$6,500,00, depending on whether the construction delivery method selected is design-build (\$1,750,000), or design-bid-build (\$6,500,000).

If the County receives the state funding and the project moves forward, the Public Works Director will decide whether to deliver the project using design-bid-build ("DBB") or design-build ("DB"), and the Public Works Department will request authorization to amend the Consulting Services Agreement to increase the payment limit to \$1,750,000 for DB services or \$6,500,000 for DBB services, depending on which delivery method is selected. A Construction Manager and/or Construction Manager-At-Risk will be hired to perform services for all phases of design, bid and build. KMD will perform the programming and develop the bridging documents for a DB delivery, and also be retained for services in other phases in limited capacity, or KMD will develop full design and construction documents for a DBB approach.

Because of the aggressive application deadline, the Office of the Sheriff requested Public Works to commence as soon as possible with the hiring of an A/E team. Public Works proceeded to conduct a competitive qualifications-based selection hiring process. A Request for Qualifications was issued and five Statements of Qualifications were received from interested firms. Four firms were short-listed and allowed to make a presentation before a County selection committee. The selection committee conducted interviews with each short-listed firm. As a result of the selection committee's evaluation, KMD Architects was ranked the highest and it is recommended that the County contract with them to provide A/E services.

#### CONSEQUENCE OF NEGATIVE ACTION:

If the Consulting Services Agreement is not approved, this will greatly impact the County's submittal of the grant application and lessen the possibility of the County receiving the SB 863 funding.

#### CHILDREN'S IMPACT STATEMENT:

None.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: AWARD Construction Contract for the North Richmond Pump Station Diversion Project (WJ7246)

---

**RECOMMENDATION(S):**

- (1) APPROVE the design, plans, and specifications for the above project.
- (2) DETERMINE that the bid submitted by Valentine Corporation ("Valentine") complied with the requirements of the County's Outreach Program for this project, as provided in the project specifications, and FURTHER DETERMINE that Valentine submitted the lowest responsive and responsible bid for this project.
- (3) AWARD the construction contract for the above project to Valentine in the amount of \$469,369 and DIRECT that the Public Works Director, or designee, prepare the contract.
- (4) DIRECT that Valentine shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$469,369 each.
- (5) ORDER that, after the contractor has signed the contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.
- (6) ORDER that, in accordance with the project specifications and/or upon signature of the contract by the Public Works Director, or designee, any bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for security shall be returned.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Ramesh Kanzaria, (925)  
313-2000

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

By: , Deputy

cc: PW Accounting, PW CPM Division Manager, PW CPM Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office

RECOMMENDATION(S): (CONT'D)

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

(8) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

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

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

FISCAL IMPACT:

Funding for this project is provided by 63% Environmental Protection Agency grant funds and 37% Stormwater Utility Area 17 Assessments.

BACKGROUND:

The purpose of the project is to participate in a pilot project to divert storm water to a sanitary district treatment plant to determine the feasibility of treating storm water at a wastewater treatment plant before it is discharged into a receiving water body. The project will divert storm water from the existing North Richmond Pump Station to a West County Wastewater District sewer main on Gertrude Avenue. The diversion will be conducted on a temporary basis. Inside the existing pump station, two new pumps will be installed (currently estimated at 250 gallons/minute capacity) into the wet well of the existing pump station, automated level sensors will be installed to operate the new pumps, and a new circuit breaker and control panel will be installed. Installation of the new pumps will also help rehabilitate the pump station which is in need of repair.

Plans and specifications for the project have been prepared for the Public Works Department by LCA Architects and filed with the Clerk of the Board by the Public Works Director. Bids were received and opened by the Public Works Department on March 10, 2015, and the bid results are as follows:

| <b>BIDDER</b>                         | <b>BASE BID</b> |
|---------------------------------------|-----------------|
| Valentine Corporation, San Rafael     | \$469,369       |
| Fort Bragg Electric, Fort Bragg       | \$474,850       |
| Bamer Construction Co., Castro Valley | \$539,000       |

All three bids received were above the Architect's Estimate of \$345,000. Staff has evaluated the low bid submitted by Valentine and their good faith effort documentation. Staff has determined that Valentine's bid is responsive and their good faith effort documentation is in compliance with the County's Outreach Program. The Public Works Director recommends the Board award the construction contract for this project to Valentine, the lowest responsible and responsive bidder, in the amount of \$469,369.

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

CONSEQUENCE OF NEGATIVE ACTION:

If the project is not approved, the County and Cities in the County will not meet the requirements of their stormwater permit issued by the Regional Water Quality Control Board. In addition, the existing pump station will continue to deteriorate and will ultimately be unable to protect the community from flooding.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Contract Amendment with ENGEO, Incorporated for Hookston Phase II Project, Pleasant Hill area.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with ENGEO, Inc., effective May 5, 2015, to extend the term through January 15, 2017 and increase the payment limit by \$150,000 to a new payment limit of \$400,000 for additional on-call geotechnical engineering services associated with the Hookston Phase II Project, Pleasant Hill area.

**FISCAL IMPACT:**

The increase in payment will be funded by Park Dedication Funds that have been approved for the Hookston Phase II Project.

**BACKGROUND:**

The Public Works Department is involved with various projects within the County that require geotechnical engineering consulting services. After a selection process in 2013, this firm and three other firms were selected to provide geotechnical engineering services on an "on-call" basis. During the past two years, the consultant has augmented Public Works staff with geotechnical engineering expertise on an as-needed basis. On September 10, 2013, the consulting services agreement was approved by the Board of Supervisors. Since the agreement was approved, a project in the Iron Horse Corridor, Hookston Phase II moved forward which requires additional geotechnical expertise on an "on-call" basis. Approval of this Consulting Services Agreement Amendment No. 1 will allow the consultant to continue providing geotechnical engineering consulting services to the County.

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☒ APPROVE

☐ OTHER

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Carrie Ricci, (925)  
313-2235

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

By: , Deputy

cc:



CONSEQUENCE OF NEGATIVE ACTION:

Without approval of the Board of Supervisors, there will be possible delays in completing the Hookston Phase II Project.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 14, 2015

Subject: Amend Contract with Goodwill Industries for STEP-UP Program

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Goodwill Industries of the Greater East Bay to add performance criteria to the contract service plan and increase the payment limit by \$370,426 to a new payment limit of \$1,249,801 with no change in the contract term of July 1, 2014 through June 30, 2015.

**FISCAL IMPACT:**

\$1,249,801: 100% California Work Opportunity and Responsibility to Kids (CalWORKs) Single Allocation.

**BACKGROUND:**

The purpose of this amendment is to add performance criteria for client participation and establish a variety of specific performance goals such as 85% of referred participants placed in subsidized employment within 30 days, etc.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

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COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Earl Maciel  
3-1648

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

By: , Deputy

cc:

#### BACKGROUND: (CONT'D)

The objective of the Subsidized Temporary Experience with Pay for the Under-Employed Program (STEP-UP) is to provide entry level paid work experience to designated California Work Opportunity and Responsibility to Kids (CalWORKs) participants who are not meeting their Welfare-to-Work (WTW) participation requirement by immediately placing them into paid worksite assignments for a maximum of 30 days.

The goal of STEP-UP, when coupled with their necessary WTW activities and services, is to immediately engage WTW participants by providing an exposure to work and basic job skills ultimately leading to their long-term job placement.

#### CONSEQUENCE OF NEGATIVE ACTION:

Without contract approval, STEP-UP will not continue in Contra Costa County.

#### CHILDREN'S IMPACT STATEMENT:

The contract supports three of the five community outcomes established in the Children's Report Card: 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and, 5) "Communities that are Safe, and Provide a High Quality of Life for Children and Families" by providing paid short term entry level work experience to CalWORKS Welfare-to-Work participants.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Novation Contract #74-174-20 with Bi-Bett

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-174-20 with Bi-Bett, a non-profit corporation, in an amount not to exceed \$2,569,798, to provide substance abuse prevention, treatment, and testing services, for the period from July 1, 2014 through June 30, 2015.

**FISCAL IMPACT:**

This Contract is funded 74% by a Substance Abuse Treatment and Prevention Block Grant; 6% by California Work Opportunities and Responsibility to Kids, 10% by Assembly Bill 109 and 10% Behavioral Health Court Second Chance Act. (No rate Increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing specialized substance abuse treatment services so that men and women, including women with children, are provided an opportunity to achieve and maintain sobriety and to experience the associated benefits of self-sufficiency, family reunification, cessation of criminal activity and productive engagement in the community.

On January 14, 2014, the Board of

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☒ APPROVE

☐ OTHER

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☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Cynthia Belon  
957-5201

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

By: , Deputy

cc: D Morgan, C Rucker

**BACKGROUND: (CONT'D)**

Supervisors approved Contract #74-174-18 (as amended by Amendment Agreement #74-174-19) with Bi-Bett for the period from July 1, 2013 through June 30, 2014, which included a six-month automatic extension through December 31, 2014, for the provision of substance abuse treatment services for County residents.

Approval of Contract #74-174-20 replaces the automatic extension under the prior contract and allows the Contractor to continue providing services through June 30, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, persons referred through the Drug Court, pregnant women, and other County clients will not receive drug abuse prevention, treatment, and testing services from this contractor.

**CHILDREN'S IMPACT STATEMENT:**

This Alcohol and Drug Abuse prevention program supports the Board of Supervisors' "Families that are Safe, Stable, and Nurturing" and "Communities that are Safe and Provide a High Quality of Life for Children and Families" community outcomes by providing individual, group, and family counseling; substance abuse education; rehabilitation support services; and substance abuse prevention services. Expected outcomes include increased knowledge about the impact of addiction; decreased use of alcohol, tobacco and other drugs; increased use of community-based resources; and increased school and community support for youth and parents in recovery.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Amendment #27-530-4 with Bay Area Surgical Specialists, Inc., A Medical Corporation

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #27-530-4 with Bay Area Surgical Specialists, Inc., A Medical Corporation, effective February 1, 2015, to amend Contract #27-530-3, to increase the payment limit by \$800,000, from \$1,300,000 to a new payment limit of \$2,100,000, for additional types of specialty services with no change in the original term of July 1, 2013 through June 30, 2015.

**FISCAL IMPACT:**

This amendment is funded 100% by Contra Costa Health Plan Enterprise Fund II.

**BACKGROUND:**

On August 13, 2013, the Board of Supervisors approved Contract #27-530-3 with Bay Area Surgical Specialists, Inc., A Medical Corporation, for the provision of general, thoracic, vascular and gastric bypass surgery services, for the period from July 1, 2013 through June 30, 2015. Approval of Contract Amendment Agreement #27-530-4 will allow the Contractor to provide additional types of services to include provider specialist services, for vascular and neurosurgery services through June 30, 2015.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Patricia Tanquary  
313-6004

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

By: , Deputy

cc: A Floyd, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment 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., Health Services Director  
Date: April 14, 2015

Subject: Amendment #74-341-79 (3) with Minou Djavaheerian, MFT

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #74-341-79(3) with Minou Djavaheerian, MFT, a self-employed individual, effective December 1, 2014, to amend Contract #74-341-79(1) [as amended by Contract Amendment Agreement #74-341-79(2)], to increase the payment limit by \$55,000, from \$60,000 to a new payment limit of \$115,000, with no change in the original term of November 1, 2013 through June 30, 2015.

**FISCAL IMPACT:**

This amendment is funded by 50% Federal Medi-Cal and 50% State General Fund. (No rate increase)

**BACKGROUND:**

In November 2013, the County Administrator approved and the Purchasing Services Manager executed, Contract #74-341-79(1) [as amended by Contract Amendment Agreement #74-341-79(2)] with Minou Djavaheerian, MFT for the provision of Medi-Cal specialty mental health services, for the period from November 1, 2013 through June 30, 2015. At the time of negotiations, the payment limit was based on target levels of utilization. However, the utilization during the term of the agreement was higher than originally anticipated. Approval of Contract Amendment Agreement #74-341-79(3) will allow the Contractor to provide additional services to Medi-Cal beneficiaries through June 30, 2015.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Cynthia Belon  
957-5201

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

By: , Deputy

cc: A Floyd , C Rucker



CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not be able to provide additional mental health services to Medi-Cal beneficiaries resulting in a lower level of services to the community.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Amendment #26-692-7 with Applied Remedial Services, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-692-7 with Applied Remedial Services, Inc., a corporation, effective October 1, 2014, to increase the payment limit by \$5,000, from \$310,000 to a new payment limit of \$315,000, with no change in the original term of January 1, 2014 through December 31, 2014.

**FISCAL IMPACT:**

This amendment is funded 100% in the Enterprise I Fund. (No rate increase)

**BACKGROUND:**

On January 14, 2014, the Board of Supervisors approved Contract #26-692-4 (as amended by Amendment Agreement #26-692-5) with Applied Remedial Services, Inc., for the period from January 1, 2014 through December 31, 2014, for the provision of removal and disposal of hazardous waste and chemicals for the Contra Costa Regional Medical Center and Contra Costa Health Centers.

Services were requested, by County and provided by Contractor in good faith, beyond the payment limit. Approval of Contract Amendment

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: Tasha Scott, C Rucker

**BACKGROUND: (CONT'D)**

Agreement #26-692-7 will allow the Contractor to be paid for removal and disposal of hazardous waste and chemicals services, through December 31, 2014.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, the Contractor will not be paid for services rendered at Contra Costa Regional Medical Center and Contra Costa Health Centers.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Amendment/Extension #23-478-8 with Santa Rosa Consulting, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment/Extension Agreement #23-478-8 with Santa Rosa Consulting, Inc., a corporation, effective September 1, 2014, to amend Contract #23-478-7 to modify the payment provisions with no change in the original payment limit of \$1,500,000 and to extend the term from June 30, 2015 to through June 30, 2016.

**FISCAL IMPACT:**

This amendment is funded 100% by Enterprise Fund I. (Adding provision of \$40,000 for travel reimbursement)

**BACKGROUND:**

On January 6, 2015, the Board of Supervisors approved Contract #23-478-7, with Santa Rosa Consulting, Inc., for the period from September 1, 2014 through June 30, 2015, for the provision of consulting, technical support, training and project management to the Department's Information Systems Unit for County's computer systems. Due to a mutual mistake, the Division and Contractor did not include provisions for travel reimbursement needed on behalf of the County through the term of this Contract. Approval of Contract Amendment Agreement #23-478-8 will add provisions for travel expenses with no increase in the total payment limit and allow the Contractor to continue to provide services through June 30, 2016.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: David Runt,  
925-313-6228

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

By: , Deputy

cc: K Cyr, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment/extension is not approved, Contractor will not be paid for travel expenses incurred during the term of the contract.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Agreement #26-758-1 with the Regents of the University of California, on behalf of the University of California, San Francisco Medical Center

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #26-758-1 with the Regents of the University of California, a California Constitutional corporation, on behalf of the University of California, San Francisco Medical Center (UCSF), in an amount not to exceed \$99,000, for the provision of remote neurology and neurovascular consultations services for patients at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from January 1, 2015 through December 31, 2015.

**FISCAL IMPACT:**

100% Funding is included in the Enterprise Fund I Budget. No rate increase.

**BACKGROUND:**

On January 7, 2014, the Board of Supervisors approved Agreement #26-758 with UCSF to provide twenty-four hour a day, remote neurology and neurovascular consultation services for patients being treated in the Emergency Department or Inpatient Units at CCRMC, for the period from January 1, 2014 through December 31, 2104, including mutual indemnification.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: David Goldstein, M.D.,  
370-5525

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

By: , Deputy

cc: Detra Morgan, C Rucker

BACKGROUND: (CONT'D)

Approval of Agreement #26-758-1 will allow the Contractor to continue providing services to CCRMC through December 31, 2015, 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 agreement is not approved, safety and effectiveness of emergency stroke care in the CCRMC Emergency Department will not be increased.

CHILDREN'S IMPACT STATEMENT:

N/A



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 14, 2015

Subject: Authorize Purchasing Agent to Issue Purchase Order

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Department, to execute a Purchase Order with Sam Clar Office Furniture in the amount of \$214,027 for the purchase of Workrite Sit/Stand stations for the new centralized mail processing center in Concord, CA. This is a new site that does not currently have furniture.

**FISCAL IMPACT:**

\$214,026: 100% Administrative Overhead (10% County; 45% State; 45% Federal)

**BACKGROUND:**

The Stanwell Mail Center site currently does not have furniture. This purchase order will help furnish the facility. The stations will allow staff who spend much of their workday at a desk to be able to change from a sitting position to a standing position. Periods of standing while at work may help to relieve pressure on the lower back and legs.

In accordance with Administrative Bulletin No. 611.0, County Departments are required to get Board approval for single item purchases greater than \$100,000.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Earl Maciel  
3-1648

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

By: , Deputy

cc:



CONSEQUENCE OF NEGATIVE ACTION:

The Stanwell Call Center will not have adequate staff furniture.

CHILDREN'S IMPACT STATEMENT:

none



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 14, 2015

Subject: Authorize Purchasing Agent to Issue Purchase Order

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Department, to execute a Purchase Order with Sam Clar Office Furniture in the amount of \$200,558 for the purchase of Workrite Sit/Stand stations for the Medi-Cal Service Center in Antioch, CA. These stations will provide ergonomic support to staff who spend a large amount of their workday at their desks.

**FISCAL IMPACT:**

\$200,558: 100% Administrative Overhead (10% County; 45% State; 45% Federal)

**BACKGROUND:**

The Cavallo Call Centers staff perform very repetitive work. These stations will provide ergonomic support to staff who spend a large amount of their workday at their desks. These stations will allow staff who spend much of their workday at a desk to be able to change from a sitting position to a standing position. Periods of standing while at work may help to relieve pressure on the lower back and legs.

In accordance with Administrative Bulletin No. 611.0, County Departments are required to get Board approval for single item purchases greater than \$100,000.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Earl Maciel  
3-1648

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Cavallo Call Center will not have ergonomic staff furniture.

CHILDREN'S IMPACT STATEMENT:

None



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: April 14, 2015

Subject: Contract with Larry Walker Associates, Inc., Countywide. (100% Stormwater Utility Assessment Fee Funds)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Larry Walker Associates, Inc., in an amount not to exceed \$250,000 to provide professional stormwater quality services for a variety of National Pollutant Discharge Elimination System (NPDES) Permit requirements for the period April 1, 2015 to March 31, 2018, Countywide.

**FISCAL IMPACT:**

Contract will be paid for with Stormwater Utility Assessment revenue from the unincorporated areas (Fund No. 251700) designated to the County Watershed Program.

**BACKGROUND:**

The County Watershed Program is responsible for ensuring the County's compliance with two state mandated municipal stormwater discharge permits under the NPDES: the Municipal Regional Permit (MRP) No. CAS612008 and the East Contra Costa County Municipal NPDES Permit No. CAS083313.

Larry Walker Associates, Inc., will provide professional stormwater quality services for a variety of NPDES Permit requirements, including Total Maximum Daily Load (TMDL) compliance and trash reduction.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without the approval of the Board of Supervisors, the County will be unable to meet its requirements under the MRP No. CAS612008 and the East Contra Costa County Municipal NPDES Permit No. CAS083313.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Dan Jordan, (925)  
313-2023

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

By: , Deputy

cc: M. Carlson, Flood Control, C. Sellgren, Flood Control, D. Jordan, Flood Control, C. Windham, Flood Control

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: April 14, 2015

Subject: Contract with Amec Foster Wheeler Environment & Infrastructure, Inc., Countywide. (100% Stormwater Utility Assessment Fee Funds)

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Amec Foster Wheeler Environment & Infrastructure, Inc., in an amount not to exceed \$250,000 to provide professional stormwater quality services for a variety of National Pollutant Discharge Elimination System (NPDES) Permit requirements for the period April 1, 2015 to March 31, 2018, Countywide.

**FISCAL IMPACT:**

Contract will be paid for with Stormwater Utility Assessment revenue from the unincorporated areas (Fund No. 251700) designated to the County Watershed Program.

**BACKGROUND:**

The County Watershed Program is responsible for ensuring the County's compliance with two state mandated municipal stormwater discharge permits under the NPDES: the Municipal Regional Permit (MRP) No. CAS612008 and the East Contra Costa County Municipal NPDES Permit No. CAS083313.

Amec Foster Wheeler Environment & Infrastructure, Inc., shall provide professional stormwater quality services for a variety of NPDES Permit requirements, including grant writing and support; new and redevelopment site control review; Total Maximum Daily Load (TMDL) compliance; and water quality and sediment sampling, monitoring, analysis, and reporting.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Dan Jordan, (925)  
313-2023

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

By: , Deputy

cc: M. Carlson, Flood Control, C. Sellgren, Flood Control, D. Jordan, Flood Control, C. Windham, Flood Control

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, the County will be unable to meet its requirements under the MRP No. CAS612008 and the East Contra Costa County Municipal NPDES Permit No. CAS083313.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon Offord Hymes, Risk Manager  
Date: April 14, 2015

Subject: Contract Amendment for Essential Staffing

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Risk Manager to execute a contract amendment with Essential Staffing, Inc., to increase the payment limit by \$175,000 to a new payment limit of \$675,000 for workers' compensation and risk management staffing services during the term of July 1, 2014 through June 30, 2015.

**FISCAL IMPACT:**

The additional cost of \$175,000 will be paid through the Workers' Compensation Internal Service Fund.

**BACKGROUND:**

Essential Staffing, Inc., provides expert temporary staff specializing in claims processing and risk management services. Five permanent full-time positions in Risk Management are vacant. Essential Staffing has the highly experienced staff needed to process cases in a timely manner. Additional temporary staff is needed until staff can be hired to fill the five vacant permanent full-time positions.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the Board elects to not approve the proposed contract amendment, Risk Management would not have adequate staff to meet the County's needs and satisfy current regulations.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Sharon Hymes-Offord  
925.335.1450

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

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Contract #26-725-4 with Institute for Healthcare Improvement

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-725-4 with Institute for Healthcare Improvement, a non-profit corporation, in an amount not to exceed \$419,756, to provide consultation and technical support services to Contra Costa Regional Medical Center's (CCRMC), Chief Executive Officer for the period from January 1, 2015 through December 31, 2015.

**FISCAL IMPACT:**

This Contract is funded 100% by Enterprise Hospital fund I. (No rate increase)

**BACKGROUND:**

On March 25, 2014, the Board of Supervisors approved Contract #26-725-3 with Institute for Healthcare Improvement for the provision of consultation and technical support services for CCRMC's Chief Executive Officer, for the period from January 1, 2014 through December 31, 2014. These services include:

1. Strategic Guidance in identifying and outlining focus areas for redesigning the ambulatory care system
2. Improving the patient experience
- 3.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, C Rucker

BACKGROUND: (CONT'D)

Improving internal capacity

Approval of Contract #26-725-4 will allow Contractor to continue providing services through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not continue to provide consultation and technical support for CCRMC's Chief Executive Officer.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Orthofix International Purchase Order Amendment

---

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute an amendment to Purchase Order #33499 with Orthofix International, to add \$45,000 for a total of \$135,000, for bone stimulator, bone plates and screws and other orthopedic supplies for procedures at the Contra Costa Regional Medical Center (CCRMC), with no change in the original term of July 10, 2012 through July 9, 2015.

**FISCAL IMPACT:**

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

**BACKGROUND:**

Orthofix International is a global medical device company that provides Contra Costa Regional Medical Center with bone stimulator, bone plate, screws, implants and other orthopedic supplies for reconstructive orthopedic procedures at CCRMC. Due to an increase in the patient population at CCRMC, unanticipated orders had been placed near the expiration date of this Purchase Order.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, C Grayson

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Orthofix International will put the hospital on a credit hold for past due invoices, and we will not be able to order the necessary supplies needed for surgeries and procedures at Contra Costa Regional Medical Center.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Contract #26-754-1 Care Review Resources, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-754-1 with Care Review Resources, Inc., a corporation, in an amount not to exceed \$166,257, to provide health care consultation, technical assistance and chart review services to Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC) designated staff, for the period from February 15, 2015 through February 29, 2016.

**FISCAL IMPACT:**

This Contract is 100% funded by Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On March 25, 2014, the Board of Supervisors approved Contract #26-754 with Care Review Resources, Inc., for the provision of qualified health care consultation, technical assistance, and chart review services to CCRMC designated staff, including, but not limited to safety and performance, reporting methodologies regarding quality and performance improvement on core measures, and provide written recommendations to the Health Services Director on processes and outcomes,

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
925-370-5101

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

By: , Deputy

cc: K Cyr, C Rucker

BACKGROUND: (CONT'D)

through February 14, 2015. This requirement is a condition made by the Centers for Medicare and Medicaid Services on regulations and guidance for Hospital funding.

Approval of Contract #26-754-1 will allow the Contractor to continue to provide consultation and technical assistance through February 29, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not be able to participate in Medicaid and Medicare funding.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Contract #27-830-2 with Pleasanton Physical Therapy Services, Inc. (dba Back on Track Physical Therapy)

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-830-2 with Pleasanton Physical Therapy Services, Inc., ( dba Back on Track Physical Therapy) a corporation, in an amount not to exceed \$400,000, to provide physical therapy services for Contra Costa Health Plan members for the period from February 1, 2015 through January 31, 2017.

**FISCAL IMPACT:**

This Contract is funded 100% by Enterprise Fund II. (No rate increase)

**BACKGROUND:**

In March 2013 the County Administrator approved Contract #27-830-1 with Pleasanton Physical Therapy Services, Inc., for physical therapy services to CCHP members, for the period from February 1, 2013 through January 31, 2015.

Approval of Contract #27-830-2 will allow Contractor to continue providing physical therapy to Contra Costa Health Plan members, through January 31, 2017.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Patricia Tanquary,  
313-6004

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

By: , Deputy

cc: J Pigg, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

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

CHILDREN'S IMPACT STATEMENT:

Not Applicable.





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Allsteel, Inc. Purchase Order

---

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent on behalf of the Health Services Department, to execute a Purchase Order with Allsteel Corporation, in an amount not to exceed \$168,298.93 for seating and work stations for the period April 1, 2015 through March 31, 2016.

**FISCAL IMPACT:**

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

**BACKGROUND:**

Portions of the Health Services Department (HSD) Information Technology (IT) Unit moved into 2530 Arnold, Suite 350, previously occupied by the Office of Revenue and Collections. The suite requires new office furniture in order to create a more efficient working environment. This project will also allow more staff to be relocated from other HSD IT locations thereby making former spaces available for other functions.

**CONSEQUENCE OF NEGATIVE ACTION:**

Not allowing HSD IT to renovate dysfunctional space will have an adverse impact on the ability to co-locate work teams and enhance productivity.

**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: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: Tasha Scott, C Rucker, Renee Nunez



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Boston Scientific Corporation Purchase Order Amendment

---

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute an amendment to Purchase Order #41774 with Boston Scientific Corporation, to add \$7,000 for a new total of \$382,000 for supplies and implants for gastroenterology (GI) laboratory studies and procedures, and urological and vascular surgery procedures at Contra Costa Regional Medical Center (CCRMC), with no change in the original term of February 12, 2012 through January 31, 2015.

**FISCAL IMPACT:**

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

**BACKGROUND:**

Boston Scientific Corporation provides supplies and implants used to perform urology cases, grafts and other related items for vascular cases, and endoscopy items for GI laboratory studies and procedures. Due to an increase in patients receiving services from CCRMC, unanticipated additional orders had to be placed near the expiration date of this Purchase Order. This request is for additional funding needed to pay for supplies and implants provided to CCRMC prior to the expiration of the Purchase Order.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Crystal Grayson

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, Boston Scientific Corporation will place the hospital on a credit hold for past due invoices, and the hospital will not be able to order the necessary supplies needed for studies and procedures required by patients at Contra Costa Regional Medical Center.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 14, 2015

Subject: Contact Services with IEDA for IHSS Negotiations and Support Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Industrial Employers and Distributors Association (IEDA), including modified indemnification language, in an amount not to exceed \$22,588 to provide In-Home Supportive Services Authority (IHSS) negotiations and support services, for the period March 1, 2015 through February 29, 2016.

**FISCAL IMPACT:**

Services provided by IEDA will be billed quarterly, up to a maximum payment limit of \$22,588 for the requested contract term, and will be funded by Federal, State and County.

**BACKGROUND:**

Due to a long-standing contract with IEDA, the County Administrator's Office is requesting to continue contracting with IEDA for negotiation and support services for the IHSS Public Authority. IEDA has represented Contra Costa County in labor relations matters for about 40 years and augments the County's Labor Relations staff. IEDA has long-term, historical knowledge of the policies, practices and intricacies of the County and IHSS, and is instrumental in negotiations.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, IHSS and the County will lack the necessary negotiations and support services needed to negotiate with recognized employee organizations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

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

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

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Contract #26-742-3 with God's Grace Caring Home, Inc.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-742-3 with God's Grace Caring Home, Inc., a corporation, in an amount not to exceed \$235,284, to provide residential board and care services for Contra Costa Regional Medical Center (CCRMC) patients in the Patch Program, for the period from April 1, 2015 through March 31, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% by the County's Patch Program Funds. (No rate increase)

**BACKGROUND:**

The County's Patch Program provides residential board and care for post medical, surgical and/or custodial care patients who have been discharged from CCRMC and would otherwise not have appropriate follow up care. On June 3, 2014 the Board of Supervisors approved Contract #26-742-1 (as amended by #26-742-2) with God's Grace Caring Home, Inc. for the provision of residential board and care services for CCRMC patients in the Patch Program for the period from April 1, 2014 through March 31, 2015. Approval of Contract #26-742-3 will allow the Contractor to continue to provide residential board and care services through March 31, 2016.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth  
370-5101

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

By: , Deputy

cc: T Scott, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, these post-surgery patients would not have access to Contractor's services, which may result in a reduction in the levels of follow-up care service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Fisher Scientific, LLC. Purchase Order

---

**RECOMMENDATION(S):**

Approve and Authorize the Purchasing Agent, on behalf of the Health Services Department to execute a blanket purchase order with Fisher Scientific LLC., in the amount of \$1,200,000 for the use of various clinical and pathology laboratory reagents, equipment, supplies, test kits, and triage B-type natriuretic peptide (BNP) at the Contra Costa Regional Medical Center (CCRMC), for the period May 1, 2015 through April 30, 2018.

**FISCAL IMPACT:**

100% funding is included in Enterprise Fund I Budget.

**BACKGROUND:**

These reagents, equipment, supplies, test kits, tubes, controls, etc. are used for patient's specimen testing and are specific to the analyzer used for testing. Among the tests conducted are those for diabetes, kidney function, liver, iron deficiency, cardiovascular disease, cancer, and many others.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Crystal Grayson



CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, CCRMC Clinical Laboratory will not be able to perform patient testing. This will impact patient safety and care.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Becton Dickinson and Company Purchase Order

---

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent, on behalf of Health Services Department, to execute a blanket Purchase Order with Becton Dickinson and Company in the amount of \$ 600,000, for laboratory test reagents for the BD Viper Qx System, the MGIT System, and related lab supplies, for the period from March 1, 2015 through February 28, 2017.

**FISCAL IMPACT:**

100% Enterprise I Fund, offset by reimbursement for testing performed by outside agencies, MediCal and MediCare eligible patients.

**BACKGROUND:**

Becton Dickinson is the sole source provider of the Viper Qx System (for sexually transmitted diseases) and the MGIT system (for tuberculosis) which are used to conduct the testing. The specific systems are used as they are highly sensitive and specific for the organism being tested. The identified testing Systems take significantly less time to isolate the organisms than with other testing systems allowing for a quicker diagnosis and response. Additionally the Viper Qx System can detect 96 specimens at one time while other products could only detect 24 at one time.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Melody Hung-Fan

CONSEQUENCE OF NEGATIVE ACTION:

The consequences of negative actions would be that the health care system would not be able to provide testing for Chlamydia and Gonorrhea which are the most commonly reported sexually transmitted diseases according to Centers for Disease Control (CDC). Also, the turnaround time for tuberculosis testing would be greatly increased if the public health lab did not have the Mycobacteria Growth Indicator Tubes (MGIT) tubes for tuberculosis isolation.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Conmed Corporation Purchase Order

---

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a blanket purchase order with Conmed Corp., in the amount of \$300,000 to purchase electrosurgical equipment and supplies for the surgical department at Contra Costa County Regional Medical Center, for the period March 1, 2015 through February 28, 2017.

**FISCAL IMPACT:**

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

**BACKGROUND:**

Conmed is a global medical technology company that specializes in the development and sale of surgical products that provides Contra Costa regional medical Center with Electrosurgical Equipment and supplies Endoscopic clip appliers, Endo Kittners and Irrigating system supplies for Endoscopic General Surgery and Gynecologic Services.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, C Grayson

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the hospital will not be able to take care of our patient population at Contra Costa Regional Medical Center.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015  
Subject: Beckman Coulter, Inc. Purchase Order Amendment

---

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute an amendment to Purchase Order #50446 with Beckman Coulter, Inc., to add \$20,000 for a new total of \$970,000 for reagents and supplies to perform chemistry testing and monthly meter billing in the laboratory at Contra Costa Regional Medical Center (CCRMC), with no change in the original term of January 01, 2014 to December 31, 2014.

**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 as needed basis and the monthly lease on the analyzer is billed at the rates included in the Purchase Order.

**CHILDREN'S IMPACT STATEMENT:**

The CCRMC Clinical Laboratory will not be able to perform patient testing without the requested supplies and reagents.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Crystal Grayson



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Data Systems Group Software Maintenance Purchase Order

---

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent on behalf of the Health Services Department, to execute a Purchase Order with Data Systems Group (DSG) in an amount not to exceed \$ 120,000 for purchase of license support of the Electronic Claims and Remittances System Software for the period from September 1, 2014 through August 31, 2015.

**FISCAL IMPACT:**

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

**BACKGROUND:**

Since 2001 the Patient Accounting Unit uses DSG to simplify claims processing and revenue cycles. CCHS uses the following DSG modules for accurate posting of payments and adjustments: 1) Electronic Claims Processing: Billing forms are represented exactly and submitted directly for faster payment. 2) Remittance and Payment Processing: enables quick and accurate posting of payments and adjustment to the Patient Accounting System. 3) Real-time Transactions Eligibility: checks for eligibility before claims are submitted to ensure expedited payments. 4) Financial Reporting: provides detailed reports, financial dashboard, and financial analysis tools.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, Renee Nunez

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the Department will not receive critical software updates.

CHILDREN'S IMPACT STATEMENT:

Not applicable.





**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Contract #25-071 with Public Health Foundation Enterprise

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #25-071 with Public Health Foundation Enterprise, a non-profit corporation, in an amount not to exceed \$3,571,148 to provide a shelter, transitional and permanent supportive housing program for homeless youth and adults in Contra Costa County, for the period from April 1, 2015 through June 30, 2016.

**FISCAL IMPACT:**

This Contract is funded by: 33% Federal funds, 64% State Funds, and 3% Local Agencies including Contra Costa Employment and Human Services Department, Housing Authority of Contra Costa County, and County General Fund.

**BACKGROUND:**

This Contract meets the social needs of County's population by providing emergency shelter and respite services to homeless youth and adults in Contra Costa County.

Under Contract #25-071, the Contractor will provide shelter, transitional and permanent supportive housing program for homeless youth and adults in Contra Costa County, through June 30, 2016.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Cynthia Belon,  
957-5201

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

By: , Deputy

cc: T Scott, C Rucker

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's homeless clients will experience longer wait times for shelter and respite services.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Terminate Contracts #22-852, #25-042-21 and #25-063-9 with Greater Richmond Inter-Faith Program

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to issue a written notice to Greater Richmond Inter-Faith Program, a non-profit corporation, to terminate contracts #22-852, #25-042-21 and #25-063-9, effective at the close of business on March 31, 2015.

**FISCAL IMPACT:**

None. Any savings generated by the termination of these contracts will be expended by other contracts to replace the services.

**BACKGROUND:**

On January 6, 2015, the Board of Supervisors approved Contract #25-063-9 with Greater Richmond Inter-Faith Program, for the provision of emergency shelter program services for youth, for the period from October 1, 2014 through September 30, 2015.

On August 12, 2014, the Board of Supervisors approved Contract #25-042-21 with Greater Richmond Inter-Faith Program, for the provision of respite and emergency shelter program services for adults, for the period from July 1, 2014 through June 30, 2015.

On September 9, 2014, the Board of Supervisors

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Cynthia Belon/Wendel  
Brunner

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

By: , Deputy

cc: Tasha Scott, C Rucker

**BACKGROUND: (CONT'D)**

approved Contract #22-853 with Greater Richmond Inter-Faith Program, for the provision of consultation and technical assistance to the Department's Clinic Services and AIDS Programs, for the period from September 1, 2014 through August 31, 2015.

Approval by the Board of Supervisors will allow the Health Services Department to issue a termination of Contracts #22-852, #25-042-21 and #25-063-9, pursuant to Paragraph 5. (b) of the General Conditions, effective at the close of business on March 31, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Board Order is not approved, the Department would not be able to terminate these contracts due to a failure to perform and contract with another provider for these services.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: Amendment #26-644-13 with MGA Healthcare, Inc.

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-644-13 with MGA Healthcare, Inc., a corporation, effective March 19, 2015, to amend Contract #26-644-12, to provide additional temporary help services to include a specialty Registered Nursing category, with no change in the original payment limit of \$1,000,000 and no change in the original term of January 1, 2015 through December 31, 2015.

**FISCAL IMPACT:**

This amendment is funded 100% by Enterprise Fund I. (Rate increase)

**BACKGROUND:**

On January 6, 2015, the Board of Supervisors approved Contract #26-644-12 with MGA Healthcare, Inc., for the provision of temporary pharmacists, pharmacy technicians, and permanent placement recruitment services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC) for the period from January 1, 2015 through December 31, 2015. CCRMC is required to provide adequate staffing to conduct discharge planning and utilization review management for

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Anna Roth,  
925-370-5101

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

By: , Deputy

cc: K Cyr, C Rucker

BACKGROUND: (CONT'D)

patients being discharged from the County Hospital. Due to resignations, retirements, sick leave and extended medical leave, County requested and Contractor agreed to provide additional temporary help services to include specialty Registered Nursing services. Approval of Contract Amendment Agreement #26-644-13 will allow the Contractor to provide additional temporary help services through December 31, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County will not meet regulatory requirements and additional levels of service will not be provided by Contractor, 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: David O. Livingston, Sheriff-Coroner  
Date: April 14, 2015

Subject: Purchase Order - National Food Group, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee to execute, on behalf of the Sheriff-Coroner, a purchase order with National Food Group, Inc., in an amount to not exceed \$200,000, to provide frozen and dry food as needed for the West County, Martinez and Marsh Creek detention facilities for the period April 1, 2015 through March 31, 2016.

**FISCAL IMPACT:**

\$200,000 maximum. 100% County General Fund; Budgeted in fiscal year 2014/15.

**BACKGROUND:**

The vendor provides the Office of the Sheriff with opportunity buys, enabling the department to take advantage of last minute deals from manufacturers for cut rates on high quality bulk food items, such as frozen green beans, potato products and poultry items as needed by the three detention facilities to support the feeding program requirements of the inmate population. This vendor has no strict minimums which also makes it more convenient for ordering.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Sheriff's Office will be unable to procure various food items for County adult detention facilities from the vendor.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Liz Arbuckle, (925)  
335-1529

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

By: , Deputy

cc: Heike Anderson, Liz Arbuckle, Timothy Ewell

CHILDREN'S IMPACT STATEMENT:

No impact.





Contra  
Costa  
County

To: Board of Supervisors  
From: Ed Woo, Chief Information Officer  
Date: April 14, 2015

Subject: Change Order to Blanket Purchase Order with - Motorola Solutions, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Chief Information Officer (Department of Information Technology), a purchase order amendment with Motorola Solutions, Inc., to increase the payment limit by \$150,000 to a new payment limit of \$300,000 for continued procurement of radio parts, maintenance, service and repairs as needed for the period October 1, 2011 through September 30, 2017.

**FISCAL IMPACT:**

\$300,000 maximum (100% User Fees); all costs are charged to ordering departments through DoIT's billing process.

**BACKGROUND:**

The Department of Information Technology's Radio and Telecommunications divisions need to be able to readily purchase parts and supplies in order to complete Work Order requests and other jobs submitted by their customers. A purchase order with Motorola is necessary to enable our technicians to obtain technical information, assistance, drop shipments or equipment repairs directly from Motorola.

**CONSEQUENCE OF NEGATIVE ACTION:**

DoIT's Radio and Telecommunications divisions will be unable to fulfill requests submitted by their customers, other County departments, with out a Purchase Order in place.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Ed Woo, (925)  
957-7771

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra  
Costa  
County

To: Board of Supervisors  
From: Jessica Hudson, County Librarian  
Date: April 14, 2015

Subject: Purchase order with Dell

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Dell Computers in an amount not to exceed \$174,900 for replacement of computer equipment.

**FISCAL IMPACT:**

The funds are in the Library's FY 2014/2015 budget.

**BACKGROUND:**

The Library maintains over 965 computers through its 26 community library locations, with 179 computers that are six and seven years old, far exceeding their lifetime recycle schedule. In order to support community library service needs of providing free computer access to the Internet and other software, and to upgrade to the Windows 7 operating system and the Internet Explorer 10 web browser to improve the performance of web technology and quality of web typography, the Library will purchase 179 new computers and monitors to replace the aging hardware and software.

**CONSEQUENCE OF NEGATIVE ACTION:**

Should the Board elect to not approve the recommendation, the library's access to web applications and newer technology to support user expectations will continue to be diminished.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Jessica Hudson,  
925-646-6423

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Supports "Children Ready for and Succeeding in School" and "Families that are Safe, Stable, and Nurturing" through early childhood education, nutrition and health services to low-income children, as well as self-sufficiency programs and emergency services for eligible families throughout Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Ed Woo, Chief Information Officer  
Date: April 14, 2015

Subject: Kronos Workforce software support services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Chief Information Officer, a purchase order with Kronos, Inc., in an amount not to exceed \$112,000 for software licensing, technical support and maintenance for the County's automated time keeping system for the period July 1, 2015 through June 30, 2016.

**FISCAL IMPACT:**

\$112,000. The cost is budgeted under Fiscal Year 15/16, Employee Benefits Org#1695.

**BACKGROUND:**

On March 19, 1996 the Board of Supervisors approved a hardware and software package to replace the current Human Resources, Payroll and Employee system. The Department of Information Technology initiates renewal of software license maintenance from Kronos, Inc., on behalf of the Employee Benefits department. This software support services covers Kronos' WorkForce product.

In accordance with Administrative Bulletin No 611.0, County Departments are required to obtain Board approval for single item purchases over \$100,000. The County Administrator's Office has reviewed this request and recommends approval.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Ed Woo (925)  
383-2688

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Proprietary software; required by the manufacturer to continue use.

CHILDREN'S IMPACT STATEMENT:

No Impact.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: April 14, 2015

Subject: In-Home Supportive Services (IHSS) Public Authority (PA) Advisory Committee Stipends

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay, up to eleven (11) In-Home Supportive Services (IHSS) Public Authority (PA) Advisory Council (AC) members, \$24 per meeting not to exceed three meetings per month for a total cost for the eleven members not to exceed \$9504 in stipends to defray meeting attendance costs, for the period July 1, 2015 through June 30, 2016, as recommended by the IHSS Public Authority Advisory Board.

**FISCAL IMPACT:**

\$9504: In-Home Supportive Services (IHSS) funds; 31% Federal, 32% State, 37% County. Catalog of Federal Domestic Assistance (CFDA) #93.778.

**BACKGROUND:**

The In-Home Supportive Services (IHSS) Public Authority (PA) Advisory Committee (AC) members receive \$24 Stipends to attend AC meetings paid through the Auditor-Controller to defray attendance costs of members.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without stipends, meeting costs may be prohibitive to members attendance.

**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: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Elaine Burres,  
313-1717

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

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: April 14, 2015

Subject: Conflict of Interest Code of TRANSPLAN Committee

---

**RECOMMENDATION(S):**

Approve the attached TRANSPLAN Committee Conflict of Interest Code.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Regional Transportation Planning Committee for Eastern Contra Costa County ("TRANSPLAN Committee") is an independent public agency pursuant to a Joint Powers Agreement, and as such, adopted a Conflict of Interest Code on March 12, 2015. The Conflict of Interest Code designates TRANSPLAN Committee members and administrative staff as designated positions in accordance with the California Political Reform Act. Pursuant to Government Code section 87303, the TRANSPLAN Committee submits the attached Code for approval by the Board of Supervisors. A copy of the TRANSPLAN Committee's action is also attached.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Regional Transportation Planning Committee will not be in compliance with Government Code section 87303.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Cynthia A. Schwerin, Deputy  
County Counsel, 335-1874

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

By: , Deputy

cc: Cynthia A. Schwerin, Deputy County Counsel, David Twa, Board of Supervisors, Jamar Stamps, TRANSPLAN Staff, DCD



## ATTACHMENTS

TRANSPLAN Conflict of Interest Code

**REGIONAL TRANSPORTATION PLANNING COMMITTEE FOR EASTERN  
CONTRA COSTA COUNTY  
ORDINANCE NO. 2015-01**

**ADOPTING THE TRANSPLAN COMMITTEE CONFLICT OF INTEREST CODE**

**WHEREAS**, on August 17, 1999 the TRANSPLAN Committee ("TRANSPLAN"), consisting of the County of Contra Costa, the City of Antioch, the City of Brentwood, the City of Oakley, and the City of Pittsburg, hereinafter referred to as the "CITIES," entered into a Joint Exercise of Powers Agreement ("JEPA") effectively establishing TRANSPLAN as a separate public entity duly organized and existing under the Constitution and other laws of the State of California; and

**WHEREAS**, the JEPA establishes a multi-jurisdictional transportation planning process for eastern Contra Costa County consistent with the Contra Costa Transportation Improvement and Growth Management Expenditure Plan (Measure J) of the Contra Costa Transportation Authority (CCTA); and

**WHEREAS**, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. ("Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, members, employees and consultants of TRANSPLAN and requires all public agencies to adopt and promulgate a Conflict of Interest Code ("Code"); and

**WHEREAS**, notice of the time and place of a public meeting on, and of consideration by TRANSPLAN of, the proposed Code was provided for each affected designated position and publicly posted for review at the offices of the CITIES; and

**WHEREAS**, a public meeting was held upon the proposed Conflict of Interest Code at a regular meeting of TRANSPLAN, March 12, 2015, at which all present were given an opportunity to be heard on the proposed Code.

**NOW THEREFORE BE IT RESOLVED THAT:**

This Ordinance was approved by the necessary vote of the TRANSPLAN Committee and the Code shall become effective upon approval by the Contra Costa County Board of Supervisors.

**PASSED, APPROVED AND ADOPTED** at the meeting of March 12, 2015 by the following votes:

**AYES:** Romick (Oakley), Barr (Brentwood), Evola (Pittsburg), Piepho (Contra Costa County), Tiscareno (Antioch), Hardcastle (Oakley), Weber (Brentwood), Ohlson (Pittsburg), Steele (Contra Costa County), Motts (Antioch)

**NOES:** N/A

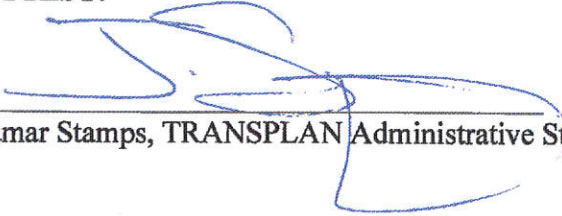
**ABSENT:** N/A

**ABSTAIN:** N/A



Robert Taylor, Chair  
TRANSPLAN Committee

**ATTEST:**



Jamar Stamps, TRANSPLAN Administrative Staff

**CONFLICT OF INTEREST CODE OF THE  
TRANSPLAN COMMITTEE**

Adopted March 12, 2015, by the TRANSPLAN Committee

Approved April 14, 2015, by the Contra Costa County Board of Supervisors

**CONFLICT OF INTEREST CODE OF THE  
REGIONAL TRANSPORTATION PLANNING COMMITTEE  
FOR EASTERN CONTRA COSTA COUNTY ("TRANSPLAN COMMITTEE")**

The Political Reform Act (Gov. Code §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulation section 18730 of title 2 of the California Code of Regulations ("Section 18730"), which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. The terms of Section 18730 and any amendments to it that are adopted by the Fair Political Practices Commission are incorporated by reference into this Conflict of Interest Code. Section 18730 (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, constitute the conflict of interest code of the TRANSPLAN Committee.

Persons in designated positions required to submit a statement of economic interests will file their statements with the Senior Planner of the Contra Costa County Department of Conservation and Development who is assigned as the TRANSPLAN Committee's Filing Officer. The Filing Officer will retain the original statements filed by persons in designated positions and will make all retained statements available for public inspection and reproduction during regular business hours.

(Regulations of the Fair Political Practices Commission Title 2, Division 6 of the California Code of Regulations)

**§ 18730. Provisions of Conflict of Interest Codes.**

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

**(1) Section 1. Definitions.**

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

**(2) Section 2. Designated Employees.**

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

**(3) Section 3. Disclosure Categories.**

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. <sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. <sup>2</sup>

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

- (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.



(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property <sup>3</sup> is required to be reported, <sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, <sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, <sup>6</sup> the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$460.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of \$100 or more was made on the loan.
  - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.



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<sup>1</sup> Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

<sup>2</sup> See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

<sup>3</sup> For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup> Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

<sup>6</sup> Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

(Current as of 2/20/2015)

## EXHIBIT A

### CONFLICT OF INTEREST- DESIGNATED POSITIONS

#### DESIGNATED POSITIONS

| <u>Designated Positions</u>     | <u>Disclosure Categories</u> |
|---------------------------------|------------------------------|
| TRANSPLAN Committee Members*    | 1                            |
| TRANSPLAN Committee Alternates* | 1                            |
| TRANSPLAN Committee Staff       | 1                            |
| Consultants/New Positions**     | 1                            |

\* TRANSPLAN Committee Members and Alternates who are public officials within the meaning of Government Code section 87200 will file their statements of economic interests with the filing officer designated for their elected/appointed positions pursuant to Government Code section 87500.

\*\* The TRANSPLAN Committee Chair may determine in writing that a consultant is hired to perform a range of duties that is limited in scope and therefore is not required to comply with the disclosure requirements. The written determination is a public record and the Senior Planner that staffs the TRANSPLAN Committee shall retain the determination for public inspection.



## **EXHIBIT B**

### **DISCLOSURE CATEGORIES**

#### **Category 1. Persons holding designated positions in Category "1" must report:**

(a) All investments, interests in real property, business positions, sources of income, including gifts, loans, and travel payments, and any business entity in which the employee is a director, officer, partner, trustee, employee, or holds any position of management. These financial interests are reportable only if located within Contra Costa County or if the business entity is doing business or plans to do business in the County (and such plans are known by the person holding a designated position), or if the business entity has done business within the County at any time during the two years prior to the filing of the statement.

(b) Investments in any business entity, income from any source and status as a director, officer, partner, trustee, employee, or holder of a position of management in any business entity that has, within the last two years, contracted, or foreseeably may contract with Contra Costa County, or with any public agency within Contra Costa County, to provide services, supplies, materials, machinery, or equipment to either party.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: April 14, 2015

Subject: New and Recredentialing Providers and New Credentialing Organizational Providers in CCHPlan's Community Provider Network

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**RECOMMENDATION(S):**

Approve the list of providers recommended by the Contra Costa Health Plan's Medical Director on February 25, 2015, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

The National Committee on Quality Assurance (NCQA) has requested evidence of Board of Supervisors approval for each CCHP provider be contained within the provider's credentials file.

The recommendations were made by CCHP's Medical Director.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Patricia Tanquary,  
313-6004

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

By: , Deputy

cc: T Scott, C Rucker, L Maria Perez

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Attachment

**Contra Costa Health Plan**  
**Providers Approved by Medical Director**  
**February 25, 2015**

| <b>CREDENTIALING PROVIDERS FEBRUARY 2015</b> |                                   |
|--|-----------------------------------|
| <b>Name</b>                                  | <b>Specialty</b>                  |
| Artis, Sheri, BCBA                           | Behavior Analysis                 |
| Breton, Jenna, N.P.                          | Mid-Level<br>Family Planning      |
| Chow, Ames, D.C.                             | Chiropractic Medicine             |
| Crumpecker, Anna, BCBA                       | Behavior Analysis                 |
| Gibson, Hilary, BCBA                         | Behavior Analysis                 |
| Griego, Ann-Elizabeth, M.D.                  | Family Planning                   |
| Hayden, Lynn, CNM                            | Midwife                           |
| Jung, Patrick, BCBA                          | Behavior Analysis                 |
| Kuri, Mauricio, M.D.                         | Surgery – Plastic                 |
| Louie, Janice, M.D.                          | Primary Care<br>Internal Medicine |
| Mercier, DeAnna, BCBA                        | Behavior Analysis                 |
| Peterson, Kristin, BCBA                      | Behavior Analysis                 |
| Romick, Kimberlee, BCBA                      | Behavior Analysis                 |
| Rubenstein, Fae, BCBA                        | Behavior Analysis                 |
| Sachdeva, Gopal, M.D.                        | Radiation Oncology                |
| Salzman, John R., M.D.                       | Radiation Oncology                |
| Scafidi, Jennifer, CNM                       | Midwife                           |
| Sweitzer, Melissa, BCBA, Ph.D.               | Behavior Analysis                 |
| Thurman, Hannorah, BCBA                      | Behavior Analysis                 |
| Uhl, Valery, M.D.                            | Radiation Oncology                |
| Warner, Sarah E., Ph.D.                      | Mental Health Services            |
| Woon, Sarah E., M.D.                         | Nephrology                        |
| Yata, Pamela, BCBA                           | Behavior Analysis                 |
| Zody, Michelle, BCBA                         | Behavior Analysis                 |

| <b>RE-CREDENTIALING PROVIDERS FEBRUARY 2015</b> |                              |
|---|------------------------------|
| <b>Name</b>                                     | <b>Specialty</b>             |
| Amirdelfan, Kasra, M.D.                         | Pain Management              |
| Bhattacharyya, Alok, M.D.                       | Neurology                    |
| Brown, Michael, M.D.                            | Urology                      |
| Chen, Jeff S., M.D.                             | Pain Management              |
| Elder, Janet, N.P.                              | Mid-Level<br>Family Planning |
| Hitchcox, Charmaine, Ph.D.                      | Mental Health Services       |

| <b>RECREREDENTIALING PROVIDERS FEBRUARY 2015</b> |   |
|--|---|
| <b>Name</b>                                      | <b>Specialty</b>  |
| Javaheri, Shahin, M.D.                           | Surgery – Plastic & Reconstructive<br>Otolaryngology<br>(ENT) |
| Jumig, Elmer, M.D.                               | Primary Care<br>Pediatrician                                  |
| Kaminski, Kristof, P.A.                          | Primary Care<br>Family Medicine                               |
| Landers, Mallory, LCSW                           | Mental Health Services  |
| Lowenthal, Julia, N.P.                           | Mid-Level<br>Family Planning                                  |
| Mack, Porshia, M.D.                              | Primary Care<br>Pediatrician                                  |
| Mercer, Barbara, Ph.D.                           | Mental Health Services  |
| Miller, Terina, M.D.                             | Nephrology  |
| Morrissey, Ellen, M.D.                           | Nephrology  |
| Patel, Swati, M.D.                               | Nephrology  |
| Rohra, Srikrishin, M.D.                          | Cardiovascular Disease  |
| Sharma, Rohit, M.D.                              | Nephrology  |
| Smith, W. Byron, M.D.                            | Pediatric Hematology-Oncology                                 |
| Tran, Thanh, M.D.                                | Neurology   |

| <b>CREDENTIALING ORGANIZATIONAL PROVIDERS<br/>FEBRUARY 2015</b> |   |                 |
|---|---|-----------------|
| <b>Provider Name</b>  | <b>Provide the Following<br/>Services</b> | <b>Location</b> |
| Comfort Assisting, Inc.<br>dba: Comfort Assisting, Inc.         | Home Health                               | Walnut Creek    |
| Harmony Healthcare, LLC<br>dba: Harmony Home Health             | Home Health                               | San Jose        |



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: April 14, 2015

Subject: Conflict of Interest Code of TRANSPAC

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**RECOMMENDATION(S):**

Approve the attached TRANSPAC Conflict of Interest Code.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Central Contra Costa Transportation/Land Use Partnership ("TRANSPAC") is a joint powers authority established pursuant to a Joint Powers Agreement, and as such, adopted a Conflict of Interest Code on February 12, 2015. The Conflict of Interest Code designates TRANSPAC Committee members and administrative staff as designated positions in accordance with the California Political Reform Act. Pursuant to Government Code section 87303, TRANSPAC submits the attached Code for approval by the Board of Supervisors. A copy of TRANSPAC's action is also attached.

**CONSEQUENCE OF NEGATIVE ACTION:**

Should the Board elect to not approve the Conflict of Interest Code, TRANSPAC will not be in compliance with Government Code section 87303.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Cynthia A. Schwerin, Deputy  
County Counsel, 335-1874

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

By: , Deputy

cc: Cynthia A. Schwerin, Deputy County Counsel, David Twa, Board of Supervisors, Robert T. Calkins, DCD Deputy Director

ATTACHMENTS

TRANSPAC Conflict of Interest  
Code

# **CENTRAL CONTRA COSTA TRANSPORTATION/LAND USE PARTNERSHIP BYLAWS**

## **ARTICLE I - GENERAL PROVISIONS**

### **1.1 Purpose.**

The Central Contra Costa Transportation/Land Use Partnership ("TRANSPAC") is a joint powers authority, established under the laws of the State of California (Government Code, section 6500 et seq.) and governed by that certain TRANSPAC Joint Powers Agreement dated August 21, 2014 ("Agreement"). The definition of terms used in these Bylaws shall be the same as contained in the Agreement, unless otherwise expressly provided herein. If any provision of these Bylaws conflicts with the Agreement, the Agreement shall govern.

### **1.2 Offices.**

The principal office for the transaction of the business of TRANSPAC shall be located within Central Contra Costa County at a place fixed by the Board from time to time. The Board may also establish one or more subordinate offices at any place or places within Central Contra Costa County.

### **1.3 Amendments to Bylaws.**

The Bylaws may be amended by majority vote of the Board. Any such amendment shall become effective immediately, unless otherwise stated therein.

## **ARTICLE II - BOARD AND MEETINGS**

### **2.1 Board.**

The Board shall consist of 6 members, one member from each Agency. For the City Agencies, one councilmember shall be appointed to the Board by the respective City Council. For the County Agency, one Supervisor shall be appointed to the Board by the County Board of Supervisors. The Board shall also consist of 6 ex-officio members, one member from each Agency. For the City Agencies, one planning commissioner shall be appointed as an ex-officio member of the Board by the respective City Council. For the County Agency, one planning commissioner shall be appointed as an ex-officio member of the Board by the County Board of Supervisors. Ex-officio members shall not be entitled to vote and shall not be counted towards the quorum.

### **2.2 Powers of Board.**

Subject to the powers and limitations as provided by law, the Agreement, or these Bylaws, all powers of TRANSPAC shall be exercised, its property controlled and its affairs conducted by the Board as is further specified in the Agreement.

### **2.3 Compensation of Board Members, Committee Members and Officers.**

Board members, members of committees and officers shall receive no compensation for their services. There will be no per diem or travel reimbursement for attending Board or committee meetings. However, they shall be able to receive reimbursement of such reasonable and necessary expenses incurred on behalf of TRANSPAC upon review of supporting documentation as may be determined by the Board.



## **2.4 Officers.**

The officers of TRANSPAC shall be the Chair, Vice Chair, Treasurer/Auditor, and Secretary and such other officers as the Board may appoint. The responsibilities of said officers shall be as set forth in the Agreement or as otherwise set forth in writing by the Board. The Board shall elect the Chair, Vice Chair, Auditor/Treasurer, and Secretary from among the elected officials, unless otherwise provided for in the Agreement. Any officer may be removed, either with or without cause, by a majority vote of the members at any duly held regular or special meeting of the Board. Any officer may resign at any time by giving written notice to the Board, the Chair, or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice, or at any later time specified therein and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. In case any office becomes vacant, the Board shall fill the vacancy at the next regular meeting or as soon as practicable thereafter.

## **2.5 Meetings.**

Regular meetings of the Board shall be held at such day, time and place within Central Contra Costa County as the Board may determine. All meetings of the Board, whether regular, special or adjourned shall be open to the public, except for closed session as authorized by law. The Board may adopt reasonable regulations that limit the total amount of time allotted for public speakers and for each individual speaker.

## **2.6 Advisory Committees.**

The Board may establish advisory committees to meet the needs of TRANSPAC. The chairperson of each advisory committee or his or her designee shall provide periodic reports to the Board at its regular meetings. All advisory committees that are standing committees shall be subject to the Ralph M. Brown Act (California Government Code section 54950 et seq.).

# **ARTICLE III –EMPLOYEES**

## **3.1 Managing Director.**

The Board shall appoint a Managing Director, who shall administer the day-to-day activities of TRANSPAC and report to the Board. The Managing Director shall attend meetings of the Board, but shall have no vote, and shall administer the business and activities of TRANSPAC, including those specific duties assigned by the Board or required by the Agreement. The Managing Director shall provide for such other employees and consultants as may be necessary for management of TRANSPAC's business, subject to approval by the Board.

## **3.2 Performance Evaluations.**

The Board shall meet annually to discuss the performance of the Managing Director. At the conclusion of the meeting, the Chair shall prepare a written performance evaluation for the Managing Director to be administered annually no later than January 31<sup>st</sup>. The evaluation shall include any changes to the performance standards and goals for the upcoming calendar year.

The Managing Director shall establish personnel rules, performance standards, and evaluation criteria for all other employees of TRANSPAC subject to the review of the Board. The Managing Director shall administer performance evaluations to employees annually and before the anniversary of the date of hire.

#### **ARTICLE IV – RECORDS AND REPORTS**

##### **4.1 Maintenance of TRANSPAC Records.**

TRANSPAC will keep adequate and correct books and records on account. All such records will be kept at TRANSPAC's principal office.

##### **4.2 Maintenance and Inspection of Agreement and Bylaws.**

TRANSPAC will keep at its principal office the original or copy of the Agreement and these Bylaws, as amended to date, which will be open to inspection at all reasonable times during office hours.

##### **4.3 Audit.**

No later than January 1<sup>st</sup> after the close of TRANSPAC's fiscal year, the Board will cause an audit prepared by a certified public accountant to be sent to the governing body of each Member.

##### **4.4 Fiscal Year.**

TRANSPAC's fiscal year shall commence on the 1<sup>st</sup> day of July and shall conclude on the 30<sup>th</sup> day of June of each year.

#### **ARTICLE V – CONFLICTS OF INTEREST**

TRANSPAC shall be subject to the conflict of interest rules set forth in the Political Reform Act (commencing with Section 81000 of the Government Code of the State of California) and Sections 1090 et seq. of the Government Code of the State of California, and TRANSPAC shall adopt a conflict of interest code as required and as provided by the implementing regulations of the Political Reform Act.

**CONFLICT OF INTEREST CODE**

**OF THE**

**CENTRAL CONTRA COSTA  
TRANSPORTATION/LAND USE  
PARTNERSHIP (“TRANSPAC”)**

# **CONFLICT OF INTEREST CODE OF THE CENTRAL CONTRA COSTA TRANSPORTATION/LAND USE PARTNERSHIP ("TRANSPAC")**

**(Adopted February 12, 2015)**

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Central Contra Costa Transportation/Land Use Partnership ("TRANSPAC")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the Managing Director or his or her designee as TRANSPAC's Filing Officer. The Managing Director or his or her designee shall make and retain a copy of all statements filed by the Board members, alternate Board members, and Managing Director and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Contra Costa. The Managing Director or his or her designee shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

**APPENDIX**

**CONFLICT OF INTEREST CODE**

**OF THE**

**CENTRAL CONTRA COSTA TRANSPORTATION/LAND**  
**USE PARTNERSHIP ("TRANSPAC")**

(Adopted February 12 , 2015)

**PART "A"**

Other officials who manage public investments, as defined by 2 California Code of Regs. §18701(b), are NOT subject to TRANSPAC's Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are other officials who manage public investments<sup>1</sup>. These positions are listed here for informational purposes only.

Board Members  
Alternate Board Members  
Ex Officio Members  
Alternate Ex Officio Members  
Treasurer  
Financial Consultant

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<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

## **DESIGNATED POSITIONS**

### **GOVERNED BY THE CONFLICT OF INTEREST CODE**

#### **DESIGNATED POSITIONS'** **TITLE OR FUNCTION**

#### **DISCLOSURE CATEGORIES** **ASSIGNED**

|                                      |         |
|--------------------------------------|---------|
| Deputy TDM Program Manager           | 2, 5    |
| Executive Director                   | 1, 2    |
| General Counsel                      | 1, 2    |
| Outreach Program Executive Secretary | 5       |
| Outreach Project Supervisor          | 2, 5, 6 |
| TDM Coordinator                      | 5       |
| TDM Program Manager                  | 2, 5, 6 |

#### **MEMBERS OF BOARDS,** **COMMITTEES AND COMMISSIONS**

|              |      |
|--------------|------|
| TRANSPAC TAC | 1, 2 |
|--------------|------|

Consultants and New Positions<sup>2</sup>

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<sup>2</sup> Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

## **PART "B"**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned. <sup>3</sup> Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of TRANSPAC.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business or own real property within the jurisdiction of TRANSPAC.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of TRANSPAC.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of TRANSPAC.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by TRANSPAC.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through TRANSPAC or its subdivisions.

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<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

## **RESOLUTION NO. 2015-1**

### **RESOLUTION OF THE GOVERNING BOARD OF THE CENTRAL CONTRA COSTA TRANSPORTATION/ LAND USE PARTNERSHIP ADOPTING A CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Central Contra Costa Transportation/Land Use Partnership ("TRANSPAC") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in TRANSPAC being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Board members of TRANSPAC of, the proposed Conflict of Interest Code was provided to each designated employee and publicly posted for review at the offices of TRANSPAC; and

WHEREAS, a public meeting was held upon the proposed Conflict of Interest Code at a regular meeting of the Board members on February 12, 2015, at which all present were given an opportunity to be heard on the proposed Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED by the members of the Board of TRANSPAC that the Board does hereby adopt the proposed Conflict of Interest Code, a copy of which is attached hereto and shall be on file with TRANSPAC, and available to the public for inspection and copying during regular business hours.



BE IT FURTHER RESOLVED that the said Conflict of Interest Code shall be submitted to the Board of Supervisors of Contra Costa County for approval and said Code shall become effective 30 days after the Board of Supervisors approves the proposed Conflict of Interest Code as submitted.

APPROVED AND ADOPTED this 12th day of February, 2015.

\_\_\_\_\_  
Mark Ross, Chair

ATTEST:

\_\_\_\_\_  
Anita L. Tucci-Smith, Clerk of the Board



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 14, 2015

Subject: FY 2014/15 CERTIFICATION OF PROPOSITION 172 PUBLIC SAFETY SALES TAX MAINTENANCE OF EFFORT

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to execute the Maintenance of Effort Certification Form for Fiscal Year 2014/15 as required by Chapter 886, Statutes of 1994 to receive Proposition 172 (public safety sales tax increment) funds, and to submit the Certificate to the County Auditor-Controller.

**FISCAL IMPACT:**

This Certificate of Maintenance of Effort is required by State statute as implemented by guidelines issued by the California State Controller. Failure to submit the required certification form would result in the loss of more than \$72 million in State Proposition 172 funds for the current fiscal year.

**BACKGROUND:**

This ½ cent sales tax was authorized in 1994 as a result of the 1993/94 state budget process. Proposition 172 (Senate Bill 509) designated that the ½ cent sales tax be deposited to newly-created state and local public safety trust funds and allocated to local agencies to fund public safety activities such as police, sheriff, fire, district attorney, county corrections, and ocean lifeguards. Court operations were explicitly excluded.

To prevent supplantation of local revenues that would have otherwise been allocated to public safety functions with Proposition 172 sales tax, the Legislature enacted Assembly Bill 2788 as Chapter 886, Statutes of 1994. AB 2733 requires a local agency to commit at least the same resources as were committed in FY 1992/93 (minus certain exclusions), adjusted each year by any growth in its Proposition 172 revenue, as maintenance of effort (MOE) in order to qualify to receive Proposition 172 (Public Safety Sales Tax).

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Timothy Ewell, (925)  
335-1036

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

>

AB 2733 does not specifically define what is meant by “public safety services” and allows each county to make its own computation. In implementing the MOE section of Assembly Bill 2788 on May 16, 1995, as indicated in the Certification Form, it was most advantageous for this County to define public safety as follows: District Attorney (Department 0242), Probation (Departments (0308, 0309, 0310), Public Defender (Department 0243), Sheriff-Coroner (Departments 0255, 0277, 0300, and 0359), and Inmate Medical Care (Department 0301). It should be noted that the definition of “public safety services” for computation of the MOE obligation does not in any way detract from the Board’s authority to designate those funds to whatever public safety department or service it chooses.

The Board of Supervisors, in 1993, directed that all public safety sales tax proceeds will be allocated to the District Attorney and Sheriff departments. Due to the downturn in the California economy, public safety sales taxes received by Contra Costa County has gradually declined since FY 2005/06, by more than 10% over that five-year period. For the 2014/15 fiscal year, it is estimated that Proposition 172 funds will provide \$59.7 million to fund operations in the Sheriff’s Office and \$12.6 million to fund operations in the District Attorney’s Office.

|                  |              |
|------------------|--------------|
| 2005/06 Actual   | \$69,281,424 |
| 2006/07 Actual   | \$67,318,904 |
| 2007/08 Actual   | \$65,314,410 |
| 2008/09 Actual   | \$57,641,994 |
| 2009/10 Actual   | \$55,379,148 |
| 2010/11 Actual   | \$60,388,430 |
| 2011/12 Actual   | \$63,922,867 |
| 2012/13 Actual   | \$67,178,163 |
| 2013/14 Actual   | \$72,053,360 |
| 2014/15 Budgeted | \$72,238,220 |

We have determined that for FY 2014/15, the adopted budget for the County-defined public safety services exceeded the County’s MOE obligation by more than \$149.9 million. In computing the MOE, we followed the Public Safety MOE Requirement Uniform Guidelines for California Counties and Cities approved by the State Association of County Auditors. By authorizing the County Administrator to execute and submit the MOE Certification Form to the County Auditor-Controller, the Board will assure that the County will receive its full allotment of Proposition 172 funds for the current year.

## CONSEQUENCE OF NEGATIVE ACTION:

Failure to file the required certification will jeopardize the County's eligibility to receive public safety sales tax revenue.

## CHILDREN'S IMPACT STATEMENT:

No impact.

## ATTACHMENTS

FY 2014/15 Prop. 172 Maintenance of Effort Certification Form

FY 2014/15 Prop. 172 Maintenance of Effort Calculation Worksheet (Form A)

FY 2014/15 Prop. 172 Maintenance of Effort Base Year Calculation (Form C)

Auditor-Controller  
CONTRA COSTA COUNTY  
AB2788 (Chapter 866/94)  
Maintenance of Effort Certification Form

Name of County: Contra Costa

Fiscal Year of Certification: 2014/15

AB2788 Maintenance of Effort (MOE) Calculation:

|  |                              |
|--|------------------------------|
| Line 1: Total Public Safety Adopted Budget<br>(Amount of Line 4.1 from Form A)             | <u>273,654,209.00</u>        |
| Line 2: Public Safety MOE<br>(Amount of Line 3.2 from Form A)                              | <u>123,767,077.91</u>        |
| Line 3: Difference (Amount of Line 1 minus Line 2)<br>Over/(Under) AB2788 MOE Requirements | <u><u>149,887,131.09</u></u> |

(\*Enter this amount below.)

Certification Statement:

I hereby certify that the County of Contra Costa is over  
/under (please circle one) the AB2788 Maintenance of Effort requirements  
concerning the use of Proposition 172 revenues in the amount of  
\* 149,887,131.09 . Forms A and C are submitted in support of this  
calculation. Detailed records concerning this calculation are available  
upon request and will be retained.

Signature of County Official: \_\_\_\_\_

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

## Form A: AB2788 MOE Calculation Worksheet

Contra Costa  
2014/15Step #1: Public Safety Services as Previously Defined

In 1994/95, the County established their definition of public safety services consistent with Government Code Section 30052. Listed below are all departments included in this definition.

**District Attorney**  
**Public Defender**

**Health Detention-Inmates**  
**Sheriff (including Coroner)**

**Probation**

Step #2: Growth Adjusted Base Year

The County determined the AB2788 base year amount in 1994/95 on Form B by using the 1992/93 adopted budget for all defined public safety departments.

|  |                |
|--|----------------|
| Line 2.1: Total Base Year Forward                              | 118,891,881.50 |
| (Adjusted AB2788 Base Amount from Prior Year Form A, Line 3.2) |                |

Step #3: New Base Amount for Local Agency

AB2788 includes a growth factor provision equal to the previous years' growth in Proposition 172 revenues. The Auditor-Controller's Office will provide cities and counties with this amount. If appropriate, this amount should be added to the AB2788 Base Year.

|                         |              |
|-------------------------|--------------|
| Line 3.1: Growth Amount | 4,875,196.41 |
|-------------------------|--------------|

|  |                |
|--|----------------|
| Line 3.2: Total Base Amount for Local Agency | 123,767,077.91 |
| (Total of lines 2.1 and 3.1)                 |                |

Step #4: Determine AB2788 Public Safety Budget for Certification Year

The County should determine the AB2788 Public Safety Budget for the Certification year. The same departments and adjustments that were included in the AB2788 base year calculation have been entered on Form C. Please complete Form C to provide the following:

|   |                |
|---|----------------|
| Line 4.1: Total AB2788 Public Safety Budget | 273,654,209.00 |
|---|----------------|

Step #5: AB2788 Maintenance of Effort (MOE) Calculation

Please complete the AB2788 Certification Form using the above information. The calculation would be as follows:

|                                  |  |
|----------------------------------|--|
| Line 1 of the Certification Form | Take the amount of Line 4.1, Form A                    |
| Line 2 of the Certification Form | Less the amount of Line 3.2, Form A                    |
| Line 3 of the Certification Form | Equals the amount over/(under) AB2788 MOE requirement. |

**CONTRA COSTA COUNTY**

Please complete the following Form to calculate the AB2788 MOE base year. Describe all AB2788 adjustments in the space provided below.

| Public Safety Department         | Certification Year Adopted Budget | AB 2788 Adjustments |         |            |         |            |            |           |         |         |      | Adjusted AB2788 Certification Year |
|----------------------------------|-----------------------------------|---------------------|---------|------------|---------|------------|------------|-----------|---------|---------|------|------------------------------------|
|                                  |                                   | (1)                 | (2)     | (3)        | (4)     | (5)        | (6)        | (7)       | (8)     | (9)     | (10) |                                    |
| District Attorney (0242)         | 33,520,402                        |                     |         | 4,739,911  | 457,400 |            | 488,176    |           | 506,910 |         |      | 27,328,005                         |
| Probation (0308)                 | 32,047,471                        |                     |         | 7,585,904  |         |            |            |           |         | 153,825 |      | 24,307,742                         |
| Probation (0309)                 | 26,860,239                        |                     |         | 5,200,000  |         |            |            |           |         |         |      | 21,660,239                         |
| Probation (0310)                 | 9,001,688                         |                     |         |            |         |            |            | 3,400,000 |         |         |      | 5,601,688                          |
| Public Defender (0243)           | 20,105,070                        | 84,088              |         | 1,293,765  |         |            |            |           |         |         |      | 18,727,217                         |
| Sheriff (0255)                   | 118,356,044                       | 5,524,214           | 150,000 | 2,547,709  |         |            | 21,793,486 |           |         |         |      | 88,340,635                         |
| Sheriff Contract Services (0277) | 18,284,169                        |                     |         |            |         | 18,284,169 |            |           |         |         |      | 0                                  |
| Sheriff Detention (0300)         | 72,598,575                        | 1,397,605           |         | 8,784,075  |         |            |            |           |         | 280,115 |      | 62,136,780                         |
| Sheriff-Coroner (0359)           | 2,826,924                         |                     |         |            |         |            |            |           |         |         |      | 2,826,924                          |
| Hlth Detention Inmates (0301)    | 22,724,979                        |                     |         |            |         |            |            |           |         |         |      | 22,724,979                         |
| Total                            | 356,325,561                       | 7,005,907           | 150,000 | 30,151,364 | 457,400 | 18,284,169 | 22,281,662 | 3,400,000 | 506,910 | 433,940 | 0    | 273,654,209                        |

AB2788 MOE Adjustments:

Comments:

Enter amount on  
Form A, Line 4.1

- (1) Fixed Assets, Lease Purchases & Debt Service
- (2) POST
- (3) Grants
- (4) Transfers/Recording Fees for Real Estate Fraud
- (5) Court Security, Hospital Security, EHS Security
- (6) Contracts with Other Jurisdictions
- (7) State Aid & Fed Aid Placement
- (8) Narcotics, Environmental, Fraud Forfeitures/Damages
- (9) STC Reimbursement

Completed By: Timothy M. Ewell, Senior Deputy County Administrator

Phone: (925) 335-1036

Date: 3/31/2015



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: April 14, 2015

Subject: Allocation of \$2,828,582 in CDBG funds; and \$2,437,838 in HOME funds as recommended by the Affordable Housing Finance Committee

**RECOMMENDATION(S):**

**APPROVE** the Affordable Housing Finance Committee recommendations for the allocation of \$2,828,582 in Community Development Block Grant (CDBG) funds (\$1,348,582 in FY 2015/16 funds and \$1,480,000 in Housing Development Assistance Funds (HDAF) to support affordable housing projects in San Pablo, North Richmond, and Knightsen; and housing services Countywide.

**APPROVE** the Affordable Housing Finance Committee recommendations for the allocation of \$2,437,838 in HOME Investment Partnerships Act funds (HOME), (\$1,792,838 in FY 2015/16 funds and \$645,000 in HOME HDAF), to support affordable housing projects in El Cerrito and Walnut Creek.

**FISCAL IMPACT:**

No General Fund impact. HOME Investment Partnerships Act, and Community Development Block Grant 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 that develops funding recommendations for the Board concerning the allocation of federal funds for affordable housing development. The current funding recommendations are the result of a competitive application process initiated in October of 2014. A Notice of Funding Availability was sent to over 100 jurisdictions, public agencies, affordable housing developers and interest groups active in the Urban County (the unincorporated County and all cities except for Antioch, Concord,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Kara Douglas  
674-7880

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

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

> Pittsburg, Walnut Creek, and Richmond) and the Consortium (the Urban County and all cities except for Richmond) area. (The City of Richmond is a direct entitlement jurisdiction for both the Community Development Block Grant and HOME Investment Partnerships Act programs.) The Department of Conservation and Development received 10 applications requesting approximately \$13 million (\$2.3 million in Community Development Block Grant funds and \$10.7 million in HOME Investment Partnerships Act funds). The Affordable Housing Finance Committee met on March 16 and March 30, 2015, to consider funding recommendations from staff for Community Development Block Grant-housing 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, 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 to the State for Affordable Housing and Sustainable Communities funds on April 20, 2015.

Environmental Review: 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 (NEPA) 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. Housing developments are also subject to the California Environmental Quality Act (CEQA) review. CEQA review will be carried out by the responsible entity.

To implement the allocations once they are approved by the Board, 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. County legal documents will be brought to the Board for approval for each development project at a later date.

## FY 2015/16 Community Development Block Grant, HOME Investment Partnerships Act, and Emergency Solutions Grant Action Plan:

The Action Plan describes the activities the County will undertake during the program year to address priority needs identified in the draft Contra Costa County FY 2015-20 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.

DCD staff will bring the Action Plan to the Board on May 5, 2015 for approval. In order to begin the program year on time, the FY 2015/16 Action Plan must be approved by the Board and submitted to HUD by May 15, 2015.

## 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 Affordable Housing and Sustainable Communities funds on April 20, 2015.

## CHILDREN'S IMPACT STATEMENT:

Not applicable.

## ATTACHMENTS

CDBG and HOME Recommendations



[illegible]

Community Development Block Grant and HOME Investment Partnerships Act  
FY 2015/16 Affordable Housing Program and CDBG/HOME Administration

|  |  |  |  |  | Funds Requested |             |                       | AHFC Recommendation |      |                                    |
|--|--|--|--|--|-----------------|-------------|-----------------------|---------------------|------|------------------------------------|
| Project ID#  | Sponsor/<br>Sponsor's Website  | Project Name/Location  | Description/Purpose  | HUD Matrix-<br>Eligibility/National<br>Objective | CDBG            | HOME        | Total Project<br>Cost | CDBG                | HOME | FY 2015/16 Total<br>Recommendation |
| 15-04-HSG  | Community Housing<br>Development<br>Corporation, NR<br>1535A Fred Jackson<br>Way<br>Richmond, CA 94801<br>www.chdcnr.com | Heritage Point<br>1500 Fred Jackson Way<br>North Richmond        | New construction of 42 rental<br>units/mixed-use affordable to and<br>occupied by very-low income families.<br>CHDC is a HOME CHDO (a)   | 24 CFR 92.205; 92.206                            | \$0             | \$1,700,000 | \$17,083,066          | \$150,000           | \$0  | \$150,000                          |
| Hertiage Point Contingencies: Allocation of up to \$150,000 in CDBG funds are for potential site acquisition and clearance activities. Funds are contingent on identification of CDBG eligible costs.  |  |  |  |  |                 |             |                       |                     |      |                                    |
| 15-05-HSG  | Domus Development<br>LLC<br>9 Cushing, Suite 200<br>Irvine, CA 92618<br>www.domusd.com                                   | Laurel Terrace<br>San Pablo Ave. at Church<br>Lane<br>San Pablo  | New construction of 120 rental units<br>affordable to and occupied by low and<br>very-low income seniors households.   | 24 CFR 92.205; 92.206                            | \$519,000       | \$1,181,000 | \$39,291,334          | \$540,000           | \$0  | \$540,000                          |
| Laurel Terrace Contingencies: Funds are contingent on a purchase and sales agreement between the seller and Affordable Housing CDC and allocation of all funds needed for this development by December 31, 2016. CDBG funds for acquisition will not be expended until all sources are ready to close on construction financing. |  |  |  |  |                 |             |                       |                     |      |                                    |
| The loan terms for the above projects are as follows: Between one and three percent simple interest; payment deferred until end of term, or on sale or transfer of property; 20 year term. Subordinate to first mortgage.  |  |  |  |  |                 |             |                       |                     |      |                                    |
| <b>Consolidated Plan Objective AH-2 - Homeownership:</b> Increase homeownership opportunities.   |  |  |  |  |                 |             |                       |                     |      |                                    |
| <b>Consolidated Plan Objective AH-3 - Preservation:</b> Maintain and preserve the affordable housing stock, including housing for persons with special needs.  |  |  |  |  |                 |             |                       |                     |      |                                    |
| 15-06-HSG  | Eden Housing, Inc.<br>22645 Grand St.<br>Hayward, CA 94541<br>www.edenhousing.org  | Virginia Lane Apartments<br>1121 & 1140 Virginia Lane<br>Concord | Rehabilitation of an existing 91 rental<br>units affordable to and occupied by<br>very-low income families.  | 24 CFR 92.206(a), (d)<br>92.205(a), 92.254       | \$0             | \$2,000,000 | \$28,051,626          | \$0                 | \$0  | \$0                                |
| 15-07-HSG  | CCC Department of<br>Conservation and<br>Development<br>30 Muir Road<br>Martinez, CA 94553<br>www.cccounty.us/dcd        | Neighborhood Preservation<br>Program<br>Urban County             | Provision of 16 zero and low interest<br>loans & grants for rehab of housing<br>owned and occupied by very-low and<br>low-income HHs.<br><i>Total budget includes \$300,000 in<br/>anticipated program income.</i> | 24 CFR 570 201 ( c);<br>570.208(2)               | \$700,000       | \$0         | \$0                   | \$400,000           | \$0  | \$400,000                          |
| 15-08-HSG  | Community Energy<br>Services Corporation<br>1013 Pardee St. # 201<br>Berkeley, CA 94710<br>www.ebenergy.org              | Home Repair<br>Urban County                                      | To provide free safety home repairs to<br>70 low income residents.   | 24 CFR 570.208 (a)(3)                            | \$180,000       | \$0         | \$198,000             | \$125,000           | \$0  | \$125,000                          |

Community Development Block Grant and HOME Investment Partnerships Act  
FY 2015/16 Affordable Housing Program and CDBG/HOME Administration

|   |   |  |   |  | Funds Requested    |                     |                       | AHFC Recommendation                                     |                    |                                    |
|---|---|--|---|--|--------------------|---------------------|-----------------------|---|--------------------|------------------------------------|
| Project ID#   | Sponsor/<br>Sponsor's Website   | Project Name/Location                          | Description/Purpose   | HUD Matrix-<br>Eligibility/National<br>Objective   | CDBG               | HOME                | Total Project<br>Cost | CDBG  | HOME               | FY 2015/16 Total<br>Recommendation |
| 15-09-HSG   | Community Energy<br>Services Corporation<br>1013 Pardee St. # 201<br>Berkeley, CA 94710<br>www.ebenergy.org       | Healthy Homes<br>West County                   | To provide multi-trigger asthma<br>assessment, remediation, and<br>education to 35 low-income<br>households where people with asthma<br>reside.   | 24 CFR 570.202;<br>570.208(a)(3)   | \$90,000           | \$0                 | \$99,000              | \$0<br>Extend<br>current<br>contract<br>thru<br>2015/16 | \$0                | \$0                                |
| <b>Consolidated Plan Objective AH-4 - Special Needs Housing:</b> Increase the supply of appropriate and supportive housing for special needs populations, which may include short term tenant-based rental subsidies. |   |  |   |  |                    |                     |                       |   |                    |                                    |
| 15-10-HSG   | Bonita House Inc.<br>6333 Telegraph Ave.<br>Oakland, CA 94609   | Knightsen Farm<br>2950 Penny Lane<br>Knightsen | Rehabilitation of an existing single-<br>family home for up to 10 adults with<br>mental health disabilities.  | 24 CFR 570.208 (a)(2)(i)(A)  | \$708,241          | \$706,291           | \$791,291             | \$707,000   | \$0                | \$707,000                          |
| <b>Program Administration, Program Delivery, and Housing Development Assistance Funds</b>   |   |  |   |  |                    |                     |                       |   |                    |                                    |
|   | CCC Department of<br>Conservation and<br>Development<br>30 Muir Road<br>Martinez, CA 94553                        | Program Administration                         |   | 24 CFR 570.206;<br>24 CFR 92.207   |                    |                     |                       | \$65,000  | \$179,284          | \$65,000                           |
|   | CCC Department of<br>Conservation and<br>Development<br>30 Muir Road<br>Martinez, CA 94553<br>www.cccounty.us/dcd | Program Delivery                               | Project Legal and Davis Bacon<br>compliance costs to be added to<br>project allocations, total project<br>allocation may be increased to<br>\$30,000 each for CDBG and HOME<br>with program income. | 24 CFR 570.201 thru<br>570.240;<br>24 CFR 92.206   |                    |                     |                       | \$30,000  | \$70,000           | \$30,000                           |
|   | CCC DCD<br>30 Muir Road<br>Martinez, CA 94553<br>www.cccounty.us/dcd  | Housing Development<br>Assistance Funds (HDAF) | HDAF includes unallocated and<br>recaptured funds, and loan payments.   | HUD eligibility and National<br>Objective will be determined<br>in the future when funds are<br>allocated to projects. |                    |                     |                       | \$759,582   | \$13,554           | \$759,582                          |
| <b>Objective CD-5 - Landlord/Tenant Counseling and Fair Housing Services:</b> Continue to promote fair housing activities and affirmatively further fair housing.   |   |  |   |  |                    |                     |                       |   |                    |                                    |
|   | See Public Service table  | Fair Housing (a)                               | Fair housing counseling and legal<br>services   |  | \$52,000           | \$0                 | \$0                   | \$52,000  | \$0                | \$52,000                           |
| <b>APPLICATION TOTAL FY 2015/16</b>   |   |  |   |  | <b>\$2,249,241</b> | <b>\$10,737,291</b> | <b>\$171,407,531</b>  | <b>\$2,828,582</b>                                      | <b>\$2,437,838</b> |                                    |
| <b>FUNDS AVAILABLE FY 2015/16 FUNDING CYCLE</b>   |   |  |   |  | <b>\$2,828,582</b> | <b>\$2,437,838</b>  |                       |   |                    |                                    |
| FY 2015/16 Grant Allocation for projects  |   |  |   |  | \$1,348,582        | \$1,792,838         |                       |   |                    |                                    |
| FY 2014/15 Housing Development Assistance Fund balance (includes est recapture from NPP, and Belle Terre payments)  |   |  |   |  | \$1,480,000        | \$645,000           |                       |   |                    |                                    |

Community Development Block Grant and HOME Investment Partnerships Act  
FY 2015/16 Affordable Housing Program and CDBG/HOME Administration

|   |                               |                       |                     |  | Funds Requested |      |                       | AHFC Recommendation |      |                                    |
|---|-------------------------------|-----------------------|---------------------|--|-----------------|------|-----------------------|---------------------|------|------------------------------------|
| Project ID#   | Sponsor/<br>Sponsor's Website | Project Name/Location | Description/Purpose | HUD Matrix-<br>Eligibility/National<br>Objective | CDBG            | HOME | Total Project<br>Cost | CDBG                | HOME | FY 2015/16 Total<br>Recommendation |
| (a) Note: 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. |                               |                       |                     |  |                 |      |                       |                     |      |                                    |
| (b) Staff recommendation for fair housing service provider goes to the Family and Human Services Committee  |                               |                       |                     |  |                 |      |                       |                     |      |                                    |



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 14, 2015

Subject: PITTSBURG UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES A (2015)

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/106 authorizing the issuance and sale of "Pittsburg Unified School District General Obligation Bonds, Election of 2014, Series A (2015)" in an amount not to exceed \$30,000,000 by the Pittsburg Unified School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code.

**FISCAL IMPACT:**

There is no fiscal impact to the County.

**BACKGROUND:**

The Pittsburg Unified School District intends to issue General Obligation bonds to fund capital improvements throughout the District. The District has requested that the Board of Supervisors adopt a resolution authorizing the direct issuance and sale of bonds by the District on its own behalf as authorized by Section 15140(b) of the Education Code.

The District adopted a resolution on March 25, 2015 authorizing the sale and issuance of the bonds (attached). This issuance was approved by the voters as part of a bond measure listed on the November 4, 2014 ballot.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without the Contra Costa County Board of Supervisors authorization, the School District would not be able to issue the bonds.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Lisa Driscoll,  
925-335-1036

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

By: , Deputy

cc: Mr. Enrique E. Palacios, Deputy Superintendent, Belinda Zhu, Assistant County Treasurer, Timothy Ewell, County Administration, Robert Campbell, Auditor-Controller, David Olson, PFM, Brian D. Quint, Esq., Randy Merritt, George K. Baum & Company

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following Children's Report Card outcome: Communities that are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS

Resolution No. 2015/106

Body of Resolution No. 2015/106

District Resolution

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

Adopted this Resolution on 04/14/2015 by the following vote:

AYE: ☐  
NO: ☐  
ABSENT: ☐  
ABSTAIN: ☐  
RECUSE: ☐



**Resolution No. 2015/106**

**IN THE MATTER OF CONSENTING TO AND AUTHORIZING THE PITTSBURG UNIFIED SCHOOL DISTRICT  
TO ISSUE ITS PITTSBURG UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF  
2014, SERIES A (2015) ON ITS OWN BEHALF**

**RESOLVED** by the Board of Supervisors (the "Board") of Contra Costa County (the "County"), State of California:

**WHEREAS**, sections 53506 *et seq.* of the California Government Code, including section 53508.7 thereof, provide that California public school district may issue and sell bonds on its own behalf at private sale pursuant to sections 15140 and 15146 of the California Education Code the Education Code;

**WHEREAS**, section 15140(b) of the California Education Code provides that the board of supervisors of county may authorize California public school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county;

**WHEREAS**, the Board of Trustees of the Pittsburg Unified School District (the "District"), California public school district under the jurisdiction of the County, has heretofore adopted and filed with the Clerk of this Board, a resolution (the "2014A Bond Resolution") providing for the issuance and sale of its Pittsburg Unified School District General Obligation Bonds, Election of 2014, Series A (2015) (the "2014A Bonds"), through negotiated sale pursuant to sections 53506 *et seq.* of the California Government Code; and

**WHEREAS**, it has been requested on behalf of the District that this Board consent to such issuance of the 2014A Bonds and authorize the District to issue and sell the 2014A Bonds on its own behalf at negotiated sale pursuant to sections 15140 and 15146 of the California Education Code as permitted by section 53508.7 of the California Government Code and the terms set forth in the 2014A Bond Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Contra Costa, State of California, as follows:

**Section 1. Recitals.** All of the foregoing recitals are true and correct.

**Section 2. Consent and Authorization of Negotiated Sale.** This Board hereby consents to and authorizes the issuance and negotiated sale by the District on its own behalf of the 2014A Bonds pursuant to sections 15140 and 15146 of the California Education Code, as permitted by section 53508.7 of the California Government Code and the terms and conditions set forth in the 2014A Bond Resolution. This consent and authorization set forth herein shall only apply to the 2014A Bonds.

**Section 3. Source of Payment.** The County acknowledges receipt of the 2014A Bond Resolution as adopted and the requests made by the District to levy collect and distribute *ad valorem* tax revenues pursuant to section 15250 *et seq.* of the California Education Code to pay for principal of and interest on the 2014A Bonds when and if sold. Correspondingly, and subject

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: April 14, 2015**

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

**Contact: Lisa Driscoll, 925-335-1036**

By: , Deputy

**cc:** Mr. Enrique E. Palacios, Deputy Superintendent, Belinda Zhu, Assistant County Treasurer, Timothy Ewell, County Administration, Robert Campbell, Auditor-Controller, David Olson, PFM, Brian D. Quint, Esq., Randy Merritt, George K. Baum & Company



to the issuance and sale of the 2014A Bonds and transmittal of information concerning the debt service requirements thereof to the appropriate County officers, there shall be levied by the County on all of the taxable property in the District in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the 2014A Bonds are outstanding commencing with fiscal year 2015-16 in an amount sufficient to pay the principal of and interest on the 2014A Bonds when due which tax revenues when collected will be placed in the Interest and Sinking Fund of the District, as defined in the 2014A Bond Resolution, which Interest and Sinking Fund has been irrevocably pledged for the payment of the principal of and interest on the 2014A Bonds when and as the same fall due. The monies in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the 2014A Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as defined in the 2014A Bond Resolution, as necessary to pay the principal of and interest on the 2014A Bonds as set out in California law and in the 2014A Bond Resolution.

*Section 4. Approval of Actions.* Officers of the Board and County officials and staff are authorized to do any and all things and are hereby authorized and directed jointly and severally to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the 2014A Bonds and otherwise carry out give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers officials and staff are hereby ratified confirmed and approved.

*Section 5. Indemnification of County.* The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the 2014A Bonds in accordance herewith and with the District's resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

*Section 6. Limited Responsibility for Official Statement.* Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the 2014A Bonds (the "Official Statement") and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer-Tax Collector, the County Treasurer-Tax Collector is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the 2014A Bonds that the information contained in such section does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein in the light of the circumstances under which they are made not misleading.

*Section 7. Limited Liability.* Notwithstanding anything to the contrary contained herein in the 2014A Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the 2014A Bonds shall be payable solely from the moneys of the District available therefore as set forth in the 2014A Bond Resolution and herein.

*Section 8. Effective Date.* This Resolution shall take effect immediately upon its passage.

\* \* \* \* \*

I hereby certify that the foregoing resolution was duly adopted at a meeting of the Board of Supervisors of Contra Costa County held on the \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYES, and in favor of, Supervisors:

NOES, Supervisors:

ABSENT, Supervisors:

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

By \_\_\_\_\_  
Clerk of the Board of Supervisors

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**BOARD OF TRUSTEES  
PITTSBURG UNIFIED SCHOOL DISTRICT  
CONTRA COSTA COUNTY, STATE OF CALIFORNIA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE PITTSBURG  
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND  
SALE OF THE DISTRICT'S GENERAL OBLIGATION BONDS,  
ELECTION OF 2014, SERIES A (2015), IN THE AGGREGATE  
PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000**

Adopted March 25, 2015

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**BOARD OF TRUSTEES  
PITTSBURG UNIFIED SCHOOL DISTRICT  
CONTRA COSTA COUNTY, STATE OF CALIFORNIA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE PITTSBURG  
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND  
SALE OF THE DISTRICT'S GENERAL OBLIGATION BONDS,  
ELECTION OF 2014, SERIES A (2015), IN THE AGGREGATE  
PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000**

RESOLVED, by the Board of Trustees (the "Board of Trustees") of the Pittsburg Unified School District (the "District"), as follows:

WHEREAS, a duly called special municipal election was held in the District on November 4, 2014, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to provide safe, modern neighborhood schools with updated computer technology, upgrade energy systems, including solar, reduce cost, improve student learning by acquiring, upgrading, constructing, equipping classrooms, science/computer labs, and school facilities, replace aging roofs, plumbing, heating, ventilation/electrical systems, improve fire alarms, school security and earthquake safety (the "Project"), in the maximum aggregate principal amount of \$85,000,000 (the "Bonds") payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, pursuant to Title 1, Division 1, Part 10, Chapter 2 (commencing with section 15100) of the California Education Code and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, the District is empowered to issue general obligation bonds;

WHEREAS, the District wishes at this time to institute proceedings for the issuance and sale of a series of Bonds in the aggregate principal amount of not to exceed \$30,000,000, its Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2014, Series A (2015) (the "Series A Bonds") for the purpose of raising funds needed for the Project and other authorized costs; and

WHEREAS, this Board of Trustees now desires to authorize the issuance of the Series A Bonds;

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Trustees of the Pittsburg Unified School District, as follows:

## ARTICLE I

### DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

*"Act"* means Article 4.5 of Chapter 3 of Part 1, of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

*"Articles," "Sections"* and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words *"herein," "hereof," "hereunder"* and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

*"Auditor-Controller"* means the County Auditor-Controller.

*"Authorized Investments"* means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

*"Board"* means the Board of Trustees of the District.

*"Bond Counsel"* means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

*"Bond Purchase Agreement"* means the Bond Purchase Agreement by and between the District and the Underwriter, for the purchase and sale of the Series A Bonds.

*"Bond Register"* means the registration books for the Series A Bonds maintained by the Paying Agent.

*"Closing Date"* means the date upon which there is an exchange of the Series A Bonds for the proceeds representing the purchase of the Bonds by the Original Purchaser.

*"Code"* means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series A Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series A Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

*"Continuing Disclosure Certificate"* shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Series A Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

*"Costs of Issuance"* means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Series A Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other

professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Series A Bonds and charges and fees in connection with the foregoing.

*“County”* means Contra Costa County, California.

*“Debt Service”* means the scheduled amount of interest and amortization of principal payable on the Series A Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

*“District Representative”* means the Superintendent, the Deputy Superintendent or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Series A Bonds.

*“Fair Market Value”* means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term *“Fair Market Value”* means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

*“Federal Securities”* means United States Treasury Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

*“Financial Advisor”* means Public Financial Management, Inc., as financial advisor to the District in connection with the issuance of the Series A Bonds.

*“Interest Payment Date”* means with respect to interest, February 1 and August 1 of each year commencing on February 1, 2016, and with respect to principal, August 1, of each year commencing on August 1 in such year as shall be set forth in the Bond Purchase Agreement.

*“Net Proceeds,”* when used with reference to the Series A Bonds, means the face amount of the Series A Bonds, plus accrued interest and premium, if any, less original issue discount, if any.

*“Original Purchaser”* means the first purchaser of the Series A Bonds from the District.

*“Outstanding”* means, when used as of any particular time with reference to Series A Bonds, all Series A Bonds except:

(a) Series A Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;



(b) Series A Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) Series A Bonds in lieu of or in substitution for which other Series A Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

*"Owner" or "Bondowner"* mean any person who shall be the registered owner of any Outstanding Series A Bond.

*"Participating Underwriter"* shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

*"Paying Agent"* means The Bank of New York Mellon Trust Company, N.A., the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Series A Bonds, or such other paying agent as shall be appointed by the District prior to the delivery of the Series A Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01 hereof.

*"Paying Agent Agreement"* means the Paying Agent/Bond Registrar/Costs of Issuance Agreement, dated the Closing Date, by and between the District and the Paying Agent.

*"Principal Office"* means the principal corporate trust office of the Paying Agent in Dallas, Texas.

*"Record Date"* means the 15th day of the month preceding each Interest Payment Date.

*"Regulations"* means temporary and permanent regulations promulgated under the Code.

*"Resolution"* means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board of Trustees from time to time in accordance herewith.

*"Series A Bonds"* means the Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2014, Series A (2015), issued and at any time Outstanding pursuant to this Resolution.

*"Supplemental Resolution"* means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.

*"Term Bonds"* means those Series A Bonds for which mandatory redemption dates have been established pursuant to the Bond Purchase Agreement.

*"Treasurer-Tax Collector"* means the County Treasurer-Tax Collector.

*"Underwriter"* means George K. Baum & Company.

*"Written Request of the District"* means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

## ARTICLE II

### THE SERIES A BONDS

Section 2.01. Authorization. Series A Bonds in the aggregate principal amount of not to exceed thirty million dollars (\$30,000,000) are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The amount of Series A Bonds shall be determined on the date of sale thereof in accordance with the Bond Purchase Agreement. This Resolution constitutes a continuing agreement with the Owners of all of the Series A Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all Series A Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series A Bonds shall be designated the "Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2014, Series A (2015)."

Section 2.02. Terms of Series A Bonds.

(a) *Form; Numbering*. The Series A Bonds shall be issued as fully registered Series A Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series A Bonds maturing in the year of maturity of the Series A Bond for which the denomination is specified. Series A Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) *Date of Series A Bonds*. The Series A Bonds shall be dated as of the Closing Date.

(c) *CUSIP Identification Numbers*. "CUSIP" identification numbers shall be imprinted on the Series A Bonds, but such numbers shall not constitute a part of the contract evidenced by the Series A Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series A Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series A Bonds shall not constitute an Event of Default (hereinafter defined) or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

(d) *Maturities; Interest*. The Series A Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) and become payable on August 1 in the years and in the amounts set forth in, and subject to the alteration thereof permitted by, the Bond Purchase Agreement. The Series A Bonds shall bear interest at such rate or rates as shall be determined upon the sale thereof, payable semi-annually on each Interest Payment Date.

Each Series A Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to January 15, 2016, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however*, that if at the time of authentication of a Series A Bond, interest is in default thereon, such Series A Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Series A Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the Series A Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register on each Record Date or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Series A Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the Series A Bonds is payable in lawful money of the United States of America at the Principal Office.

#### Section 2.03. Redemption.

(a) *Optional Redemption.* The Series A Bonds are subject to optional redemption on the dates and at the redemption prices set forth in the Bond Purchase Agreement. The District shall be required to give the Paying Agent written notice of its intention to redeem Series A Bonds.

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the Bond Purchase Agreement, any maturity of Series A Bonds may be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) *Notice of Redemption.* The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any Series A Bonds designated for redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Bond Register, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Series A Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the Series A Bond numbers and the maturity or maturities (in the event of redemption of all of the Series A Bonds of such maturity or maturities in whole) of the Series A Bonds to be redeemed, and shall require that such Series A Bonds be then surrendered at the Principal Office for redemption at the redemption price, giving notice also that further interest on such Series A Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the Series A Bonds, the notice of redemption shall state that the redemption is conditioned upon receipt by the Paying Agent of sufficient moneys to redeem the Series A Bonds on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Series A Bonds have not been deposited with the Paying Agent. In the event that the Paying Agent does not receive sufficient funds by the scheduled optional redemption date to so redeem the Series A Bonds to be optionally redeemed, the Paying Agent shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption

did not occur as anticipated, and the Series A Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

(d) *Selection of Series A Bonds for Redemption.* Whenever provision is made for the redemption of Series A Bonds of more than one maturity, the Series A Bonds to be redeemed shall be selected by the District evidenced by a Written Request of the District filed with the Paying Agent or, absent such selection by the District, on a *pro rata* basis among the maturities subject to redemption; and in each case, the Paying Agent shall select the Series A Bonds to be redeemed within any maturity by lot in any manner which the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Series A Bonds shall be deemed to be comprised of separate \$5,000 portions and such portions shall be treated as separate Series A Bonds which may be separately redeemed.

(e) *Partial Redemption of Series A Bonds.* In the event only a portion of any Series A Bond is called for redemption, then upon surrender of such Series A Bond the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Series A Bond or Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series A Bond to be redeemed. Series A Bonds need not be presented for mandatory sinking fund redemptions.

(f) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Series A Bonds so called for redemption shall have been duly provided, such Series A Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Series A Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the Paying Agent.

Section 2.04. Form of Series A Bonds. The Series A Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of Series A Bonds. The Series A Bonds shall be executed on behalf of the District by the facsimile signatures of the President of its Board of Trustees and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any Series A Bond ceases to be such officer before delivery of the Series A Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Series A Bonds to the purchaser. Any Series A Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Series A Bond shall be the proper officers of the District although at the nominal date of such Series A Bond any such person shall not have been such officer of the District.

Only such Series A Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Series A Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Series A Bonds. Any Series A Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section

2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series A Bond for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Series A Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series A Bond or Bonds, for like aggregate principal amount.

No transfers of Series A Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond after such Series A Bond has been selected for redemption.

Section 2.07. Exchange of Series A Bonds. Series A Bonds may be exchanged at the Principal Office for a like aggregate principal amount of Series A Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Series A Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond after such Series A Bond has been selected for redemption.

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series A Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series A Bonds as herein before provided.

Section 2.09. Temporary Series A Bonds. The Series A Bonds may be initially issued in temporary form exchangeable for definitive Series A Bonds when ready for delivery. The temporary Series A Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Series A Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Series A Bonds. If the District issues temporary Series A Bonds it will execute and furnish definitive Series A Bonds without delay, and thereupon the temporary Series A Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office and the Paying Agent shall deliver in exchange for such temporary Series A Bonds an equal aggregate principal amount of definitive Series A Bonds of authorized denominations. Until so exchanged, the temporary Series A Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Series A Bonds executed and delivered hereunder.

Section 2.10. Series A Bonds Mutilated, Lost, Destroyed or Stolen. If any Series A Bond shall become mutilated the District, at the expense of the Owner of said Series A Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Series A Bond of like maturity and principal amount in exchange and substitution for the Series A Bond so mutilated, but only upon surrender to the Paying Agent of the Series A Bond so mutilated. Every mutilated Series A Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Series A Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such



evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Series A Bond of like maturity and principal amount in lieu of and in substitution for the Series A Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Series A Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Series A Bond issued under the provisions of this Section 2.10 in lieu of any Series A Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Series A Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Series A Bonds issued pursuant to this Resolution.

Section 2.11. Book Entry System. Except as provided below, the owner of all of the Series A Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Series A Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Series A Bonds shall be initially executed and delivered in the form of a single fully registered Series A Bond for each maturity date of the Series A Bonds in the full aggregate principal amount of the Series A Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series A Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Series A Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant by DTC or any Participant of any amount in respect of the principal or interest with respect to the Series A Bonds. The Paying Agent shall cause to be paid all principal and interest with respect to the Series A Bonds received from the District only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series A Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series A Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series A Bonds and delivers a written certificate to DTC to that effect, DTC shall notify the Participants of the availability through DTC of Series A Bonds. In such event, the District shall issue, transfer and exchange Series A Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series A Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series A Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series A Bonds evidencing the Series A Bonds to any DTC Participant having Series A Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series A Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series A Bond and all notices with

respect to such Series A Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series A Bonds.

## ARTICLE III

### ISSUE OF SERIES A BONDS; APPLICATION OF SERIES A BOND PROCEEDS; SECURITY FOR THE SERIES A BONDS

Section 3.01. Issuance, Award and Delivery of Series A Bonds. At any time after the execution of this Resolution the District may issue and deliver Series A Bonds in the aggregate principal amount of not to exceed thirty million dollars (\$30,000,000).

The District Representatives shall be, and are hereby, directed to cause the Series A Bonds to be printed, signed and delivered to the Original Purchaser on receipt of the purchase price therefor and upon performance of the conditions contained in the Bond Purchase Agreement.

The Paying Agent is hereby authorized to deliver the Series A Bonds to the Original Purchaser, upon receipt of a Written Request of the District.

#### Section 3.02. Funds and Accounts.

(a) *Building Fund.* The fund, known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2014, Series A (2015) Building Fund" (the "Building Fund"), is hereby established and maintained by the Auditor-Controller for the Series A Bonds. Moneys deposited therein from the proceeds of the Series A Bonds shall be used solely for the purpose for which the Series A Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property and for the payment of Costs of Issuance of the Series A Bonds insufficient moneys are available therefor in the Costs of Issuance Fund. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the County, any amounts remaining on deposit in the Building Fund and not needed for the purposes of the Series A Bonds shall be withdrawn from the Building Fund and transferred to the Interest and Sinking Fund, to be applied to the payment of Debt Service. By receipt of a copy of this resolution, the Auditor-Controller is hereby requested to continue and maintain the Building Fund. The County is not responsible for the use of funds disbursed from the Building Fund.

(b) *Interest and Sinking Fund.* The fund, known as the "Pittsburg Unified School District, General Obligation Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund"), previously established and maintained by the Auditor-Controller for the District is hereby continued for the Series A Bonds. Moneys deposited therein shall be used only for payment of principal and interest on all General Obligation Bonds of the District. If, after payment in full of the Series A Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding the foregoing provisions of this Section 3.02(b), any excess proceeds of the Series A Bonds not needed for the authorized purposes set forth herein for which the Series A Bonds are being issued shall be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law, including but not limited to the requirements of federal tax law (if any) relating to the yield at which such proceeds are permitted to be invested. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof. By receipt of a copy of this resolution, the Auditor-Controller is hereby requested to continue and maintain the Interest and Sinking Fund.

(c) *Costs of Issuance Fund.* A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2014, Series A (2015) Costs of Issuance Fund" (the "Costs



of Issuance Fund”), is hereby created and established with the Paying Agent, acting as costs of issuance custodian (the “Custodian”) for the Series A Bonds. Moneys deposited therein shall be used solely for the payment of costs of issuance of the Series A Bonds, as provided in the Paying Agent Agreement (hereinafter defined).

(d) *Investment of Moneys in the Building Fund and the Interest and Sinking Fund.* Moneys held in the Building Fund and the Interest and Sinking Fund shall be invested at the Treasurer-Tax Collector’s discretion, unless otherwise directed in writing by the District, pursuant to law and the investment policy of the County. In addition, at the written direction of the District, all or any portion of the moneys in the Building Fund may be invested (i) in the Local Agency Investment Fund in the treasury of the State of California, or (ii) in investment agreements which comply with the requirements of each rating agency then rating the Series A Bonds necessary in order to maintain the current rating on the Series A Bonds, provided that the Treasurer-Tax Collector shall be a signatory to any such investment agreement. Consent by the County to a request by the District to use any investments requested by the District specified in clause (d)(ii) shall in no way imply any endorsement by the County of such investment and the County assumes no liability for the results of such investment or of the provider thereof.

Section 3.03. Application of Proceeds of Sale of Series A Bonds. On the Closing Date, the proceeds of sale of the Series A Bonds shall be paid by the Underwriter as follows:

(a) to the Treasurer-Tax Collector, an amount equal to the premium if any, on the Series A Bonds, for deposit in the Interest and Sinking Fund;

(b) to the Custodian, an amount equal to the amounts required for the payment of Costs of Issuance, for deposit in the Costs of Issuance Fund; and

(c) the remaining proceeds of the Series A Bonds shall be to transferred to the Treasurer-Tax Collector for deposit in the Building Fund.

Section 3.04. Security for the Series A Bonds. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series A Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series A Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Series A Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the Series A Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as paying agent for the Series A Bonds, as necessary to pay the principal of and interest on the Series A Bonds.

## ARTICLE IV

### SALE OF BONDS; APPROVAL OF PAYING AGENT AGREEMENT; APPROVAL OF OFFICIAL STATEMENT

Section 4.01. Sale of the Series A Bonds. The Board hereby authorizes the negotiated sale of the Series A Bonds to the Underwriter. A Bond Purchase Agreement, in the form attached hereto as Exhibit B, together with any additions thereto or changes therein deemed necessary or advisable by the Superintendent or the Deputy Superintendent, or any designee thereof, is hereby approved by the Board. The Superintendent and the Deputy Superintendent or any designee thereof are hereby authorized and directed to execute the Bond Purchase Agreement for and in the name and on behalf of the District; *provided, however*, that the Underwriter's discount, excluding reimbursable expenses of the Underwriter, shall not exceed 0.5% of the aggregate of principal amount of Series A Bonds issued. The Board hereby authorizes the delivery and performance of the Bond Purchase Agreement.

Section 4.02. Approval of Paying Agent Agreement. The Paying Agent Agreement, in the form attached hereto as Exhibit C, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. The District Representatives are hereby authorized and directed to execute the Paying Agent Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

Section 4.03. Official Statement. The Board of Trustees hereby approves a preliminary official statement describing the financing (the "Preliminary Official Statement") in the form on file with the Clerk of the Board of Trustees, together with any changes therein or additions thereto deemed advisable by a District Representative. The Board of Trustees authorizes and directs the District Representatives, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Series A Bonds.

The Underwriter, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to such persons as may be interested in purchasing the Series A Bonds therein offered for sale.

The District Representatives are authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the Series A Bonds, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Series A Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Series A Bonds, and does not, as of the date of delivery of the Series A Bonds, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The District Representatives shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the District Representatives, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Series A Bonds.

Section 4.04. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Series A Bonds are hereby approved, and the President of the Board of Trustees, the Superintendent, the Deputy Superintendent and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Series A Bonds in accordance with this resolution.

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the Series A Bonds, in strict conformity with the terms of the Series A Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Series A Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Series A Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Series A Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Bondowners. The District will preserve and protect the security of the Series A Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Series A Bonds by the District, the Series A Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series A Bonds of the rights and benefits provided in this Resolution.

#### Section 5.05. Tax Covenants.

(a) *Private Activity Series A Bond Limitation*. The District shall assure that the proceeds of the Series A Bonds are not so used as to cause the Series A Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series A Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement*. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series A Bonds.

(d) *No Arbitrage*. The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Series A Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of

issuance of the Series A Bonds would have caused the Series A Bonds to be “arbitrage bonds” within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Series A Bonds from the gross income of the Owners of the Series A Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series A Bonds.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Series A Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit D. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any holder or beneficial owner of the Series A Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

Section 5.08. Requirements of Section 15146(b) of the California Education Code. As required by section 15146(b) of the California Education Code (AB 1482, 2006), the District hereby states and certifies the following information:

(a) *Express Approval of Sale.* The Board hereby approves the sale of the Series A Bonds by negotiated sale.

(b) *Statement of Reason for Method of Sale Selected.* Negotiated sale have been successfully employed by the District in the past.

(c) *Disclosure of Consultants.* The bond counsel to the District in connection with the issuance of the Series A Bonds will be Quint & Thimmig LLP, Larkspur, California. The disclosure counsel to the District in connection with the issuance of the Series A Bonds will be Quint & Thimmig LLP, Larkspur, California. The financial advisor to the District in connection with the issuance of the Series A Bonds will be Public Financial Management, Inc., San Francisco, California. The bond Underwriter in connection with the issuance of the Series A Bonds will be George K. Baum & Company, Sacramento, California.

(d) *Costs Associated with the Sale of the Series A Bonds.* Estimates of the costs associated with the issuance of the Series A Bonds are shown on Exhibit E attached hereto.

ARTICLE VI  
THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed Paying Agent for the Series A Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Series A Bonds. The Paying Agent may become the owner of any of the Series A Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Series A Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series A Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.



No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation, Indemnification.

(a) The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. Any District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Series A Bonds, or related to the proceedings for sale, award, issuance and delivery of the Series A Bonds in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following events (“Events of Default”) shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any Series A Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any Series A Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the Series A Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series A Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners’ rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the Series A Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series A Bonds to the respective Owners of the Series A Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Series A Bonds.



A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series A Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series A Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Series A Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

## ARTICLE VIII

### SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the Series A Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series A Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Series A Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the Series A Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Series A Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Series A Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Series A Bonds without the consent of all the Owners of such Series A Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX  
MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the Series A Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Series A Bonds.

Section 9.02. Defeasance.

(a) *Discharge of Resolution*. Series A Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on Series A Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem Series A Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, Series A Bonds Outstanding.

If the District shall pay all Series A Bonds Outstanding and shall also pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series A Bonds shall not have been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of Series A Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on Series A Bonds*. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem any Outstanding Series A Bond (whether upon or prior to its maturity or the redemption date of such Series A Bond), provided that, if such Series A Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such Series A Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series A Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying

Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series A Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series A Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Paying Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Series A Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Series A Bonds and all unpaid interest thereon to maturity, except that, in the case of Series A Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series A Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series A Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series A Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such Series A Bonds.

(d) *Payment of Series A Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Series A Bonds and remaining unclaimed for one year after the principal of all of the Series A Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or one year after the date of deposit of such moneys if deposited after said date when all of the Series A Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series A Bonds which have not been paid at the addresses shown on the registration books maintained by the Paying Agent a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series A Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series A Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Series A Bond shall bind all future Owners of such Series A Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal or interest on the Series A Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Destruction of Canceled Series A Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Series A Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series A Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series A Bonds therein referred to.

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series A Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Bondowners.

Section 9.07. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

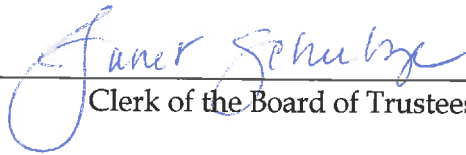
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THE FOREGOING RESOLUTION is approved and adopted by the Board of Trustees of the Pittsburgh Unified School District this 25th day of March, 2015.



\_\_\_\_\_  
President of the Board of Trustees

ATTEST:



\_\_\_\_\_  
Clerk of the Board of Trustees

## EXHIBIT A

### FORM OF SERIES A BOND

United States of America  
State of California  
Contra Costa County

PITTSBURG UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS, ELECTION OF 2014, SERIES A (2015)

|                |                 |             |        |
|----------------|-----------------|-------------|--------|
| INTEREST RATE: | MATURITY DATE:  | ISSUE DATE: | CUSIP: |
| _____%         | August 1, _____ | _____, 2015 | _____  |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

The PITTSBURG UNIFIED SCHOOL DISTRICT, a unified school district, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Series A Bond (unless (i) this Series A Bond is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) this Series A Bond is authenticated prior to an interest payment date and after the close of business on the fifteenth day of the month preceding such interest payment date, in which event it shall bear interest from such interest payment date, or (iii) this Series A Bond is authenticated on or prior to January 15, 2016, in which event it shall bear interest from the Issue Date stated above; provided however, that if at the time of authentication of this Series A Bond, interest is in default on this Series A Bond, this Series A Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Series A Bond) until payment of such Principal Sum in full, at the rate per annum stated above, payable on February 1 and August 1 in each year, commencing February 1, 2016, calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof is payable at the office of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"), in Dallas, Texas. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the fifteenth day of the month next preceding such interest payment date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Series A Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date.

This Series A Bond is one of a duly authorized issue of Series A Bonds of the District designated as "Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2014, Series A (2015)" (the "Series A Bonds"), in an aggregate principal amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1, of Division 2 of Title 5 (commencing with section 53506) of the California Government Code (the "Act"), and pursuant to Resolution No. \_\_\_\_\_ of the District adopted March 25, 2015 (the "Resolution"), authorizing the issuance of the Series A Bonds. Reference is hereby made to the Resolution (copies of which are on file at the office



of the Clerk of the Board of Trustees of the District) and the Act for a description of the terms on which the Series A Bonds are issued and the rights thereunder of the owners of the Series A Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Series A Bond, by acceptance hereof, assents and agrees.

This Bond is one of a series of bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of school facilities, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a bond election held on November 4, 2014, upon the question of issuing Bonds in the amount of \$85,000,000 (the "Authorization"). The Series A Bonds represent the first issue under the Authorization.

This Series A Bond and the interest hereon and on all other Series A Bonds and the interest thereon (to the extent set forth in the Resolution) are general obligations of the District and do not constitute an obligation of the County of Contra Costa. The District has the power and is obligated to cause the Contra Costa County Treasurer-Tax Collector to levy *ad valorem* taxes for the payment of the Series A Bonds and the interest thereon upon all property within the District subject to taxation by the District. No part of any fund of the County is pledged or obligated to the payment of the Series A Bonds.

The Series A Bonds maturing on or before August 1, \_\_\_\_, are non-callable. The Series A Bonds maturing on August 1, \_\_\_\_, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on any date on or after August 1, \_\_\_\_ (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, without premium.

[If applicable:] The Series A Bonds maturing on August 1, 20\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent:

| Sinking Fund<br>Redemption Date<br>(August 1) | Principal<br>Amount to be<br>Redeemed |
|---|---------------------------------------|
|---|---------------------------------------|

The Paying Agent shall give notice of the redemption of the Series A Bonds at the expense of the District. Such notice shall specify: (a) that the Series A Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Series A Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Series A Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Series A Bond to be redeemed, the portion of the principal amount of such Series A Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

If an Event of Default, as defined in the Resolution, shall occur, the principal of all Series A Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Resolution, but such declaration and its consequences may be rescinded and annulled as further provided in the Resolution.



The Series A Bonds are issuable as fully registered Series A Bonds, without coupons, in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution. Series A Bonds may be exchanged for a like aggregate principal amount of Series A Bonds of other authorized denominations and of the same maturity.

This Series A Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at said office of the Paying Agent in Dallas, Texas, but only in the manner and subject to the limitations provided in the Resolution, and upon surrender and cancellation of this Series A Bond. Upon registration of such transfer a new Series A Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Resolution may be amended without the consent of the Owners of the Series A Bonds to the extent set forth in the Resolution.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Series A Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of this Series A Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Series A Bonds permitted to be issued under the Resolution.

This Series A Bond shall not be entitled to any benefit under the Resolution or become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed manually by the Paying Agent.

Unless this certificate is presented by an authorized representative of The Depository Trust Company; a New York corporation ("DTC"), to the District or the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Pittsburg Unified School District has caused this Series A Bond to be executed in its name and on its behalf with the facsimile signatures of the President of its Board of Trustees and the Clerk of the Board of Trustees, all as of the Issue Date stated above.

PITTSBURG UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
President of the Board of Trustees

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Trustees

**CERTIFICATE OF AUTHENTICATION**

This is one of the Series A Bonds described in the within-mentioned Resolution.

Authentication Date:

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent

By \_\_\_\_\_  
Authorized Signatory

## ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Tax Identification or Social Security Number of Assignee)  
\_\_\_\_\_  
\_\_\_\_\_

the within Series A Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

\_\_\_\_\_  
attorney, to transfer the same on the registration books of the Paying Agent with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Notice: Signature(s) must be guaranteed by a qualified guarantor institution.

\_\_\_\_\_  
Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within bond in every particular without alteration or enlargement or any change whatsoever."

## EXHIBIT B

### FORM OF BOND PURCHASE AGREEMENT

Pittsburg Unified School District  
2000 Railroad Avenue  
Pittsburg, California 94565-1517

Ladies and Gentlemen:

George K. Baum & Company (the "Underwriter"), offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Pittsburg Unified School District (the "District") which, upon your acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the District and delivery of such acceptance to us at or prior to 11:59 P.M., California time, on the date hereof.

1. Purchase and Sale of the Series A Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$\_\_\_\_\_ in aggregate principal amount of the District's General Obligation Bonds, Election of 2014, Series A (2015) (the "Series A Bonds"). The purchase price for the Series A Bonds shall be \$\_\_\_\_\_ (being equal to the aggregate principal amount of the Series A Bonds (\$\_\_\_\_\_), plus a net original issue premium (\$\_\_\_\_\_), less \$\_\_\_\_\_ retained by the Underwriter to pay the Underwriter's discount.

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District and (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. The Series A Bonds. Except as hereinafter described, the Series A Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of the resolution of the District adopted on March 25, 2015 (the "Resolution"), provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code (the "Act") and other applicable provisions of law. The Series A Bonds shall be issued, authenticated and delivered under and in accordance with the provisions of this Bond Purchase Agreement and the Resolution. The Series A Bonds are being issued as current interest bonds.

The Series A Bonds are being issued to (a) finance the acquisition and construction of educational facilities and projects which were described in the ballot measure approved by the electors of the District on November 4, 2014, which authorized the issuance of general obligation bonds in the maximum aggregate principal amount of \$85,000,000, and (b) pay for costs of issuance of the Bonds.

The Series A Bonds will be dated the date of delivery and accrue interest from such date, payable semiannually on February 1 and August 1 of each year, commencing on February 1, 2016. The Series A Bonds will mature in the years shown on Appendix A hereto, which is incorporated herein by this reference. The Series A Bonds will be issued as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof.

To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the District will undertake, pursuant to the Resolution and a continuing disclosure certificate (the "Continuing Disclosure Certificate"), to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement (each as hereinafter defined).

3. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Series A Bonds, this Bond Purchase Agreement, the Official Statement and the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement.

4. Public Offering of the Series A Bonds. The Underwriter agrees to make a bona fide public offering of all the Series A Bonds at the initial public offering price or yield to be set forth on the cover page of the Official Statement and Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Series A Bonds.

5. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the preliminary official statement with respect to the Series A Bonds, dated [POS Date], 2015 (the Preliminary Official Statement"). The District represents that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate principal amount, delivery date, rating(s) and other terms of the Series A Bonds which depend upon the foregoing as provided in and pursuant to the Rule.

The Underwriter agrees that prior to the time a final Official Statement relating to the Series A Bonds (hereinafter defined) is available, the Underwriter will send to any potential purchaser of the Series A Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

6. Closing. At 8:00 A.M., California time, on \_\_\_\_\_, 2015, or at such other time or on such other date as shall have been mutually agreed upon by you and us (the "Closing"), you will deliver to us (except as otherwise provided in the Resolution), through the facilities of The Depository Trust Company ("DTC") in New York, New York, or at such other place as we may mutually agree upon, the Series A Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and in Larkspur, California, the other documents hereinafter mentioned; and we will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), on behalf of the District.

7. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) *Due Organization.* The District is a school district duly organized and validly existing under the laws of the State of California, with the power to request the issuance of the Series A Bonds pursuant to the Act.

(b) *Due Authorization.* (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Series A Bonds; (ii) the District has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Series A Bonds, the Resolution, the Continuing Disclosure Certificate and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Agreement constitute the valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Bond

Purchase Agreement. The District will not amend, terminate or rescind, and will not agree to any amendment, termination or rescission of the Resolution, the Continuing Disclosure Certificate or this Bond Purchase Agreement without the prior written consent of the Underwriter prior to the Closing Date.

(c) *Consents.* Other than the approving vote of the electorate of the District and adoption of the Resolution, no consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Series A Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Series A Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; *provided, however*, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) *Internal Revenue Code.* The District has covenanted to comply with the Internal Revenue Code of 1986, as amended, with respect to the Series A Bonds.

(e) *No Conflicts.* To the best knowledge of the District, the issuance of the Series A Bonds, and the execution, delivery and performance of this Bond Purchase Agreement, the Resolution, and the Series A Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) *Litigation.* As of the time of acceptance hereof, based on the advice of counsel to the District, No action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Series A Bonds, the application of the proceeds of the sale of the Series A Bonds, or the collection of taxes of the District pledged or to be pledged or available to pay the principal of and interest on the Series A Bonds, or the pledge thereof, or, the levy of any taxes contemplated by the Resolution, or in any way contesting or affecting the validity or enforceability of the Series A Bonds, this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Resolution or contesting the powers of the District or its authority with respect to the Series A Bonds, the Resolution, the Continuing Disclosure Certificate or this Bond Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Resolution, (b) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Series A Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) *No Other Debt.* Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued, nor will Contra Costa County, on behalf of the District issue, any bonds, notes or certificates of participation except for such borrowings as may be described in or contemplated by the Official Statement.

(h) *Arbitrage Certificate.* The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(i) *Certificates.* Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) *Official Statement.* The District has reviewed the Preliminary Official Statement and, to the best of its knowledge, as of its date and as of the date hereof, the information set forth therein contains no



untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect. The District will provide to the Underwriter a certificate dated as of the Closing stating that it has reviewed the Official Statement and to the best of its knowledge, as of the Closing, the information set forth therein contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(k) *Financial Statements.* The financial statements of the District contained in the Preliminary Official Statement and the Official Statement present fairly the financial position of the District as of the dates indicated and the results of its operations for the periods specified.

8. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) *Securities Laws.* The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Series A Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, *provided, however*, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) *Application of Proceeds.* The District will apply the proceeds from the sale of the Series A Bonds for the purposes specified in the Resolution;

(c) *Official Statement.* The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Bond Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Series A Bonds;

(d) *Subsequent Events.* The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District, respectively, until the date which is ninety (90) days following the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series A Bonds for sale;

(e) *References.* References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) *Amendments to Official Statement.* For a period of ninety (90) days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Series A Bonds for sale, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the District shall forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

9. Conditions to Closing. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) *Representations True.* The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement;

(b) *Obligations Performed.* At the time of the Closing, (i) the Official Statement, this Bond Purchase Agreement, the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Quint & Thimmig LLP ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Resolution, this Bond Purchase Agreement or the Official Statement to be performed at or prior to the Closing;

(c) *Adverse Rulings.* No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 7(f) or 8(e) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) *Marketability.* Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Series A Bonds, at the initial offering prices set forth in the Official Statement, of the Series A Bonds shall not have been materially adversely affected in the judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Series A Bonds) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Series A Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Series A Bonds, or obligations of the General character of the Series A Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) legislation enacted by the legislature of the State of California (the "State"), or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the General character of the Series A Bonds in the hands of the holders thereof, or

(3) the declaration of war or engagement in major military hostilities by the United States, any outbreak or escalation of hostilities or the occurrence of any other national emergency



or calamity relating to the effective operation of the government or the financial community in the United States;

(4) the declaration of a General banking moratorium by federal, New York or California authorities, or the General suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series A Bonds, or obligations of the General character of the Series A Bonds, or securities Generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the General character of the Series A Bonds, or the issuance, offering or sale of the Series A Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) the withdrawal or downgrading of any rating of the District's outstanding indebtedness by a national rating agency; or

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) *Delivery of Documents.* At or prior to the date of the Closing, Bond Counsel shall deliver sufficient copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) **Bond Opinion.** An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Series A Bonds, dated the date of the Closing, addressed to the District;

(2) **Reliance Letter.** A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (e)(1) above;

(3) **Supplemental Opinion.** A supplemental opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriter to the effect that:

(i) this Bond Purchase Agreement has been duly executed and delivered by the District and, assuming due authorization, execution and delivery by and validity against the Underwriter, is a valid and binding agreement of the District, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(ii) the statements contained in the Official Statement under the captions "THE BONDS," "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" and "TAX MATTERS," insofar as such statements purport to summarize certain provisions of the Series A Bonds and the Resolution and its opinion concerning certain federal tax matters relating to the Series A Bonds are accurate in all material respects; and

(iii) the Series A Bonds are not subject to the registration requirements of the Securities Act and the Resolution are exempt from qualification under the Trust Indenture Act;

(4) **Disclosure Counsel Opinion.** An opinion letter, dated the Closing Date and addressed to the District and the Underwriter of Quint & Thimmig LLP, Larkspur, California, Disclosure Counsel ("Disclosure Counsel"), to the effect that based upon their participation in the preparation of the Official Statement as Disclosure Counsel, except to the extent set forth in their supplemental opinion without assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement nor making any representation regarding independent verification of the accuracy, completeness or fairness of any of the statements contained in the Official Statement, except to the extent set forth in their supplemental opinion such counsel advises that during the course of such representation of the Authority as disclosure counsel on this matter, no information came to the attention of the attorneys in such firm rendering legal services in connection with such representation which caused them to believe that the Official Statement as of its date (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion (except opinions of Bond Counsel), Appendix A to the Official Statement, or any information about book-entry or DTC included therein, as to which no opinion or view is expressed) contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(5) **Certificates.** Certificates signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Bond Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution and this Bond Purchase Agreement, , which are necessary to be complied with prior to or concurrently with the Closing and such documents are in full force and effect, (iv) the District has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) no further consent is required for inclusion of the District's audited financial statements in the Official Statement, and (vi) the Series A Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution;

(6) **Arbitrage.** A non-arbitrage certificate of the District in a form satisfactory to Bond Counsel;

(7) **Rating.** Evidence satisfactory to the Underwriter that the Series A Bonds shall have been rated "\_\_\_" by Moody's Investors Service and that such rating has not been revoked or downgraded;

(8) **Resolution.** A certificate, together with fully executed copies of the Resolution, of the Secretary of the District Board of Trustees to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(9) **Official Statement.** Certificates of the appropriate officials of the District evidencing their determinations respecting the Official Statement in accordance with the Rule and not more than 25 copies of the Official Statement;

(10) **Continuing Disclosure Certificate.** A continuing disclosure certificate of the District as summarized in the Official Statement and in a form satisfactory to the Underwriter which complies with S.E.C. Rule 15c2-12(b)(5); and

(11) **Underwriter's Certifications.** At or before Closing, and contemporaneously with the acceptance of delivery of the Series A Bonds and the payment of the purchase price thereof, the Underwriter will provide (or cause to be provided) to the District:

(i) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the Series A Bonds to the Underwriter, receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Purchase Agreement by the District and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects; and

(ii) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Series A Bonds have been reoffered to the public, as described in Section 1.

(12) **Other Documents.** Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) *Termination.* Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Series A Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on \_\_\_\_\_, 2015, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 11 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

10. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

11. Costs and Expenses. As set forth in Section 1, all costs of issuance will be paid from amounts deposited with the Paying Agent. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel (except in connection with securing a rating on the Series A Bonds), the fees of any Underwriter's counsel and other expenses, shall be paid by the Underwriter.

12. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Deputy Superintendent, or if to the Underwriter, to Mr. Randy Merritt, Senior Vice President, George K. Baum & Company, 209 Avenida Del Mar, Suite 207, San Clemente, CA 92672.

13. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Bond Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter).

No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Bond Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Series A Bonds hereunder, and (c) any termination of this Bond Purchase Agreement.

14. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

15. Applicable Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

GEORGE K. BAUM & COMPANY, as  
Underwriter

By \_\_\_\_\_  
Randy Merritt  
Senior Vice President

The foregoing is hereby agreed to and accepted  
as of the date first above written:

PITTSBURG UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Enrique Palacios  
Deputy Superintendent

## APPENDIX A

### MATURITY SCHEDULES AND REDEMPTION PROVISIONS

\$ \_\_\_\_\_  
**PITTSBURG UNIFIED SCHOOL DISTRICT**  
**(Contra Costa County, California)**  
**General Obligation Bonds**  
**Election of 2014, Series A (2015)**

| <u>Maturity</u><br><u>(August 1)</u> | <u>Principal</u><br><u>Amount</u> | <u>Interest</u><br><u>Rate</u> | <u>Yield</u> | <u>Price</u> |
|--------------------------------------|-----------------------------------|--------------------------------|--------------|--------------|
|--------------------------------------|-----------------------------------|--------------------------------|--------------|--------------|

c Priced to the 8/1/2024 par call date.

#### Redemption Provisions

*Optional Redemption.* The Series A Bonds maturing on and prior to August 1, 2025, are not callable for redemption prior to their stated maturity date. The Series A Bonds maturing on and after August 1, 2026, are callable for redemption prior to their stated maturity date at the option of the District, in whole or in part on any date on or after August 1, 2025 (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), from any source lawfully available therefor, at a redemption price equal to the principal amount of the Series A Bonds called for redemption, together with accrued interest to the date fixed for redemption, without premium.

*Sinking Fund Redemption.* The Series A Bonds maturing on August 1, \_\_\_\_, are also subject to mandatory sinking fund redemption in part by lot on August 1, \_\_\_\_, and on each August 1 thereafter, to and including August 1, \_\_\_\_, from Mandatory Sinking Account Payments made by the District at a redemption price equal to the principal amount thereof, without premium, in the aggregate respective amounts and on the respective dates as set forth in the following table.

Sinking Account  
Redemption Date  
(August 1)

Principal Amount  
to be Redeemed

---

†Maturity

The Series A Bonds maturing on August 1, \_\_\_\_, are also subject to mandatory sinking fund redemption in part by lot on August 1, \_\_\_\_, and on each August 1 thereafter, to and including August 1, \_\_\_\_, from Mandatory Sinking Account Payments made by the District at a redemption price equal to the principal amount thereof, without premium, in the aggregate respective amounts and on the respective dates as set forth in the following table.

Sinking Account  
Redemption Date  
(August 1)

Principal Amount  
to be Redeemed

---

†Maturity

The Series A Bonds maturing on August 1, \_\_\_\_, are also subject to mandatory sinking fund redemption in part by lot on August 1, \_\_\_\_, and on each August 1 thereafter, to and including August 1, \_\_\_\_, from Mandatory Sinking Account Payments made by the District at a redemption price equal to the principal amount thereof, without premium, in the aggregate respective amounts and on the respective dates as set forth in the following table.

Sinking Account  
Redemption Date  
(August 1)

Principal Amount  
to be Redeemed

---

†Maturity

## EXHIBIT C

### FORM OF PAYING AGENT AGREEMENT

THIS PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT (this "Agreement"), is entered into as of \_\_\_\_\_, 2015, by and between the PITTSBURG UNIFIED SCHOOL DISTRICT (the "District") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the "Bank"), relating to the \$\_\_\_\_\_ Pittsburgh Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2014, Series A (2015) (the "Bonds"). The District hereby appoints the Bank to act as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds.

#### RECITALS

WHEREAS, the District has duly authorized and provided for the issuance of the Bonds as fully registered bonds without coupons;

WHEREAS, the District will ensure all things necessary to make the Bonds the valid obligations of the District, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the District and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Bond Registrar for the Bonds;

WHEREAS, the District and the Bank also wish to provide the terms under which the Bank will act as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds; and

WHEREAS, the District has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

#### ARTICLE ONE

##### DEFINITIONS

###### Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

*"Bank"* means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America.

*"Bond Register"* means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

*"Bond Registrar"* means the Bank when it is performing the function of registrar for the Bonds.

*"Bond Resolution"* means the resolution of the District pursuant to which the Bonds were issued.



*"Bond" or "Bonds"* means any one or all of the \$\_\_\_\_\_ Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2014, Series A (2015).

*"Custodian and Disbursing Agent"* means the Bank when it is performing the function of custodian and disbursing agent for the payment of costs of issuance relating to the Bonds.

*"District"* means Pittsburg Unified School District.

*"District Request"* means a written request signed in the name of the District and delivered to the Bank.

*"Fiscal Year"* means the fiscal year of the District ending on June 30 of each year.

*"Paying Agent"* means the Bank when it is performing the function of paying agent for the Bonds.

*"Person"* means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

*"Registered Owner"* means a Person in whose name a Bond is registered in the Bond Register.

*"Stated Maturity"* when used with respect to any Bond means the date specified in the Bond Resolution as the date on which the principal of such Bond is due and payable.

*"Transfer Agent"* means the Bank when it is performing the function of transfer agent for the Bonds.

*"Underwriter"* means George K. Baum & Company.

## ARTICLE TWO

### APPOINTMENT OF BANK AS PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR AND CUSTODIAN AND DISBURSING AGENT

Section 2.01. Appointment and Acceptance. The District hereby appoints the Bank to act as Paying Agent and Transfer Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement and the Bond Resolution, the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The District hereby appoints the Bank as Bond Registrar with respect to the Bonds. As Bond Registrar, the Bank shall keep and maintain for and on behalf of the District, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein and in the Bond Resolution.

The District hereby appoints the Bank as Custodian and Disbursing Agent.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent, Transfer Agent, Bond Registrar and Custodian and Disbursing Agent.

Section 2.02. Compensation. As compensation for the Bank's services as Paying Agent and Bond Registrar, the District hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the District and the Bank.

In addition, the District agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with



investigating and defending itself against any claim or liability in connection with its performance hereunder.

### ARTICLE THREE

#### PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the District, shall pay on behalf of the District the principal of, and interest on each Bond in accordance with the provisions of the Bond Resolution.

Section 3.02. Payment Dates. The District hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the debt service schedule attached hereto as Exhibit A.

### ARTICLE FOUR

#### BOND REGISTRAR

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the District as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Bond Registrar. The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. The Bond Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds. The District shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Bank as Bond Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Reports. The District may request the information in the Bond Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing and to convert the information into written form.

The Bank will not release or disclose the content of the Bond Register to any person other than to the District at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Bank will notify the District.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The District may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District upon its written request.

## ARTICLE FIVE

### CUSTODIAN AND DISBURSING AGENT

Section 5.01. Receipt of Moneys. The Custodian and Disbursing Agent has received, from the Underwriter, the sum of \$\_\_\_\_\_. Of such amount, \$\_\_\_\_\_ has been transferred to the Contra Costa County Treasurer-Tax Collector for deposit in the Building Fund maintained for the District, \$\_\_\_\_\_ has been transferred to the Contra Costa County Treasurer-Tax Collector for deposit in the Debt Service Fund maintained for the District, and the remaining \$\_\_\_\_\_ has been deposited in a special account to be held and maintained by the Custodian and Disbursing Agent in the name of the District (the "Costs of Issuance Account").

Section 5.02. Investment. The Custodian and Disbursing Agent will hold funds in the Costs of Issuance Account until \_\_\_\_\_, 2015, or upon prior written order of the District. The Custodian and Disbursing Agent shall have no obligation to invest and reinvest any cash held by it hereunder in the absence of timely and specific written investment direction from the District. In no event shall the Custodian and Disbursing Agent be liable for the selection of investments or for investment losses incurred thereon.

Section 5.03. Payment of Costs of Issuance. The Custodian and Disbursing Agent will pay costs of issuance of the Bonds as directed by the District from time to time via a written requisition of the District.

Section 5.04. Transfer of Remaining Amounts. Any balances remaining in the Costs of Issuance Account (including any earnings) on \_\_\_\_\_, 2015, will be transferred to the Contra Costa County Treasurer-Tax Collector for deposit in the Debt Service Fund maintained for the District.

Section 5.05. Limited Liability. The liability of the Custodian and Disbursing Agent as custodian and disbursing agent is limited to the duties listed above. The Custodian and Disbursing Agent will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement.

## ARTICLE SIX

### THE BANK

Section 6.01. Duties of the Bank. The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 6.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the District.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

(g) The Paying Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; terrorism; military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities; computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that Paying Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(h) The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the District shall provide to the Paying Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the District elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 6.03. Recitals of District. The recitals contained in the Bond Resolution and the Bonds shall be taken as the statements of the District, and the Bank assumes no responsibility for their correctness.

Section 6.04. May Own Bonds. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 6.05. Money Held by Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed for two years after such deposit will be paid by the Bank to the District, and the District and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 6.06. Other Transactions. The Bank may engage in or be interested in any financial or other transaction with the District.

Section 6.07. Interpleader. The District and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 6.08. Indemnification. To the extent permitted by law, the District shall indemnify the Bank, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder or under the Bond Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Bank's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

## ARTICLE SEVEN

### MISCELLANEOUS PROVISIONS

Section 7.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 7.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 7.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Bank shall be mailed or delivered to the District or the Bank, respectively, at the address shown herein, or such other address as may have been given by one party to the other by fifteen (15) days written notice.

Section 7.04. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 7.05. Successors and Assigns. All covenants and agreements herein by the District and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 7.06. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 7.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 7.08. Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds.

Section 7.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.10. Term and Termination. This Agreement shall be effective from and after its date and until the Bank resigns or is removed in accordance with the Bond Resolution; provided, however,

that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the District. If the Bank shall resign, be removed or become incapable of acting, the District shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the District for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation or removal of the Bank as Paying Agent and Bond Registrar, upon the written request of the District and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the District or its designee all funds and unauthenticated Bonds, and a copy of the Bond Register. The provisions of Section 2.02 and Section 6.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 7.11. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 7.12. Documents to be Filed with the Bank. At the time of the Bank's appointment as Paying Agent and Bond Registrar, the District shall file with the Bank the following documents: (a) a certified copy of the Bond Resolution and a specimen Bond; (b) a copy of the opinion of bond counsel provided to the District in connection with the issuance of the Bonds; and (c) a District Request containing written instructions to the Bank with respect to the issuance and delivery of the Bonds, including the name of the Registered Owners and the denominations of the Bonds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PITTSBURG UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Enrique Palacios  
Deputy Superintendent

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent

By \_\_\_\_\_  
Brian Jensen  
Vice President

**EXHIBIT A**  
**DEBT SERVICE SCHEDULE**

| Interest<br>Payment<br>Date | Principal | Interest | Total |
|-----------------------------|-----------|----------|-------|
|-----------------------------|-----------|----------|-------|

## EXHIBIT D

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the PITTSBURG UNIFIED SCHOOL DISTRICT (the "District") in connection with the issuance by the District of its \$\_\_\_\_\_ Pittsburg Unified School District (County of Contra Costa, California) General Obligation Bonds, Election of 2014, Series A (2015) (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Board of Trustees of the District on March 25, 2015 (the "Resolution"). The District covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings when used in this Disclosure Certificate:

*"Annual Report"* shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

*"Beneficial Owner"* shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

*"Dissemination Agent"* shall mean the District or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation. In the absence of such a designation, the District shall act as the Dissemination Agent.

*"EMMA" or "Electronic Municipal Market Access"* means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

*"Listed Events"* shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

*"MSRB"* means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

*"Participating Underwriter"* shall mean the original underwriter of the Bonds, required to comply with the Rule in connection with offering of the Bonds.

*"Rule"* shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

#### Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report*. The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (which currently ends on June 30), commencing with the report for the 2014-15 Fiscal Year, which is due not later than March 31, 2016, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-



reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year.* If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than nine months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent.* Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b)) of this Section 3 for providing the Annual Report to EMMA, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the District.

(d) *Report of Non-Compliance.* If the District is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the District shall send a notice to EMMA substantially in the form attached hereto as Exhibit A. If the District is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send a notice to EMMA in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification.* The Dissemination Agent shall, if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Certificate, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the District for the preceding fiscal year, prepared in accordance generally accepted accounting principles. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited final statements of the District, the Annual Report shall also include financial and operating data with respect to the District for preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the official statement for the Bonds, as follows:

- (i) The District's approved budget for the then current fiscal year;
- (ii) Assessed value of taxable property in the District as shown on the recent equalized assessment role; and
- (iii) Property tax levies, collections and delinquencies for the District, for the most recent completed fiscal year.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on EMMA. The District shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the District shall provide such further information, if any, as may be



necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The District shall, or shall cause the Dissemination (if not the District) to, give notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (4) Substitution of credit or liquidity providers, or their failure to perform.
- (5) Defeasances.
- (6) Rating changes.
- (7) Tender offers.
- (8) Bankruptcy, insolvency, receivership or similar event of the obligated person.
- (9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

Note: For the purposes of the event identified in subparagraph (8), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) *Material Reportable Events.* The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) Non-payment related defaults.
- (2) Modifications to rights of security holders.
- (3) Bond calls.
- (4) The release, substitution, or sale of property securing repayment of the securities.
- (5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
- (6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(5) and (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Resolution.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent.* The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the District, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the District. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Certificate and has no liability to any person, including any Bondholder, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the District shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the District.

(b) *Compensation of Dissemination Agent.* The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the District from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the District, owners or Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any direction from the District or an opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the District. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

(c) *Responsibilities of Dissemination Agent.* In addition of the filing obligations of the Dissemination Agent set forth in Sections 3(e) and 5, the Dissemination Agent shall be obligated, and hereby agrees, to provide a request to the District to compile the information required for its Annual Report at least 30 days prior to the date such information is to be provided to the Dissemination Agent pursuant to subsection (c) of Section 3. The failure to provide or receive any such request shall not affect the obligations of the District under Section 3.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the District that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Certificate may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances.* If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date.* The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion.* The amendment or waiver either (i) is approved by the Bondholders in the same manner as provided in the Resolution for amendments to the Resolution

with the consent of Bondholders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the District shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and no implied covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have the same rights, privileges and immunities hereunder as are afforded to the Paying Agent under the Resolution. The obligations of the District under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: \_\_\_\_\_, 2015

PITTSBURG UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Enrique Palacios  
Deputy Superintendent

**EXHIBIT A**

**NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Pittsburg Unified School District

Name of Issue: \$\_\_\_\_\_ Pittsburg Unified School District (County of Contra Costa, California) General Obligation Bonds, Election of 2014, Series A (2015)

Date of Issuance: \_\_\_\_\_, 2015

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated \_\_\_\_\_, 2015, furnished by the Issuer in connection with the Issue. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

PITTSBURG UNIFIED SCHOOL DISTRICT, as  
Dissemination Agent

By \_\_\_\_\_  
Title \_\_\_\_\_

cc: Paying Agent

**EXHIBIT E**

**ESTIMATED COSTS OF ISSUANCE**

| <b>Pittsburg Unified School District</b><br><b>General Obligation Bonds</b><br><b>Election of 2014, Series A and 2015 Refunding</b><br><b>Costs Related to Bond Issuance</b> |                             |                     |
|--|-----------------------------|---------------------|
| <b>Role</b>  | <b>Consultant</b>           | <b>Series A</b>     |
| Bond Counsel   | Quint & Thimmig             | \$35,000.00         |
| Disclosure Counsel   | Quint & Thimmig             | 15,000.00           |
| Rating   | Moody's Investor Service    | 25,000.00           |
| Financial Advisor  | Public Financial Management | 60,000.00           |
| Financial Advisor Reimb.   | Public Financial Management | 2,500.00            |
| Paying Agent   | Bank of New York            | 2,500.00            |
| Escrow Agent   | Bank of New York            | -                   |
| Verification Agent   | Causey Demgen & Moore       | -                   |
| Printing   | Elabra                      | 500.00              |
| Underwriter Reimbursables  | George K. Baum & Company    | 2,500.00            |
| To Be Returned to Building or Debt Service Fund if Unused  |                             | 2,000.00            |
| <b>Total</b>   |                             | <b>\$145,000.00</b> |



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: April 14, 2015

Subject: PITTSBURG UNIFIED SCHOOL DISTRICT 2015 GENERAL OBLIGATION REFUNDING BONDS

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/116 authorizing the issuance and sale of "Pittsburg Unified School District General Obligation Refunding Bonds" in an amount not to exceed \$44,700,000 by Pittsburg Unified School District on its own behalf, as permitted by Section 53550 of the Government Code.

**FISCAL IMPACT:**

There is no fiscal impact to the County.

**BACKGROUND:**

The Pittsburg Unified School District intends to issue General Obligation Refunding bonds to restructure debt previously issued to fund capital improvements throughout the District. The District has requested that the Board of Supervisors adopt a resolution authorizing the direct issuance and sale of the refunding bonds by the District on its own behalf as authorized by Section 53550 of the Government Code.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without the Contra Costa County Board of Supervisors authorization, the School District would not be able to issue the refunding bonds.

**CHILDREN'S IMPACT STATEMENT:**

The recommendation supports the following Children's Report Card outcome: Communities that are Safe and Provide a High Quality of Life for Children and Families.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **04/14/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

ATTESTED: April 14, 2015

Contact: Timothy Ewell,  
925-335-1036

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

By: , Deputy

cc: Mr. Enrique E. Palacios, Deputy Superintendent, Belinda Zhu, Assistant County Treasurer, Timothy Ewell, County Administration, Robert Campbell, Auditor-Controller, David Olson, PFM, Brian D. Quint, Esq., Randy Merritt, George K. Baum & Company

ATTACHMENTS

Resolution No. 2015/116

Body of Resolution No.  
2015/116

District Resolution

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

Adopted this Resolution on 04/14/2015 by the following vote:

AYE: ☐  
NO: ☐  
ABSENT: ☐  
ABSTAIN: ☐  
RECUSE: ☐



**Resolution No. 2015/116**

**IN THE MATTER OF CONSENTING TO AND AUTHORIZING THE PITTSBURG UNIFIED SCHOOL DISTRICT  
TO ISSUE ITS PITTSBURG UNIFIED SCHOOL DISTRICT 2015 GENERAL OBLIGATION REFUNDING BONDS**

**RESOLVED** by the Board of Supervisors (the "Board") of Contra Costa County (the "County"), State of California:

**WHEREAS**, the Board has heretofore issued, on behalf of the District, the Pittsburg Unified School District General Obligation Bonds, Election of 2004, Series B, in the original principal amount of \$13,350,000, for authorized school purposes, of which \$11,725,000 principal amount remains outstanding (the "2004B Bonds");

**WHEREAS**, the Board has also heretofore issued, on behalf of the District, the Pittsburg Unified School District General Obligation Bonds, Election of 2006, Series B, in the original principal amount of \$35,000,000, for authorized school purposes, of which \$32,960,000 principal amount remains outstanding (the "2006B Bonds");

**WHEREAS**, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds; and

**WHEREAS**, the District has determined that it is in the best interests of the District to refund all or a portion of the outstanding 2004B Bonds and the 2006B Bonds and wishes at this time to authorize the issuance and sale of its Pittsburg Unified School District (Contra Costa County, California) 2015 General Obligation Bonds (the "2015 Refunding Bonds") for the such purposes;

**WHEREAS**, it has been requested on behalf of the District that this Board consent to such issuance of the 2015 Refunding Bonds and authorize the District to issue and sell the 2015 Refunding Bonds at negotiated sale pursuant to the terms set forth in the 2015 Refunding Bond Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Contra Costa, State of California, as follows:

*Section 1. Recitals.* All of the foregoing recitals are true and correct.

*Section 2. Consent and Authorization of Negotiated Sale.* This Board hereby consents to and authorizes the issuance and negotiated sale by the District of the 2015 Refunding Bonds pursuant to the terms and conditions set forth in the 2015 Refunding Bond Resolution. This consent and authorization set forth herein shall only apply to the 2015 Refunding Bonds.

*Section 3. Source of Payment.* The County acknowledges receipt of the 2015 Refunding Bond Resolution as adopted and the requests made by the District to levy collect and distribute *ad valorem* tax revenues pursuant to section 15250 *et seq.* of the California Education Code to pay for principal of and interest on the 2015 Refunding Bonds when and if sold. Correspondingly,

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: April 14, 2015**

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

**Contact: Timothy Ewell, 925-335-1036**

By: , Deputy

**cc:** Mr. Enrique E. Palacios, Deputy Superintendent, Belinda Zhu, Assistant County Treasurer, Timothy Ewell, County Administration, Robert Campbell, Auditor-Controller, David Olson, PFM, Brian D. Quint, Esq., Randy Merritt, George K. Baum & Company



and subject to the issuance and sale of the 2015 Refunding Bonds and transmittal of information concerning the debt service requirements thereof to the appropriate County officers, there shall be levied by the County on all of the taxable property in the District in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the 2015 Refunding Bonds are outstanding commencing with fiscal year 2015-16 in an amount sufficient to pay the principal of and interest on the 2015 Refunding Bonds when due which tax revenues when collected will be placed in the Interest and Sinking Fund of the District, as defined in the 2015 Refunding Bond Resolution, which Interest and Sinking Fund has been irrevocably pledged for the payment of the principal of and interest on the 2015 Refunding Bonds when and as the same fall due. The monies in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the 2015 Refunding Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as defined in the 2015 Refunding Bond Resolution, as necessary to pay the principal of and interest on the 2015 Refunding Bonds as set out in California law and in the 2015 Refunding Bond Resolution.

*Section 4. Approval of Actions.* Officers of the Board and County officials and staff are authorized to do any and all things and are hereby authorized and directed jointly and severally to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the 2015 Refunding Bonds and otherwise carry out give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers officials and staff are hereby ratified confirmed and approved.

*Section 5. Indemnification of County.* The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the 2015 Refunding Bonds in accordance herewith and with the District's resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

*Section 6. Limited Responsibility for Official Statement.* Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the 2015 Refunding Bonds (the "Official Statement") and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer-Tax Collector, the County Treasurer-Tax Collector is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the 2015 Refunding Bonds that the information contained in such section does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein in the light of the circumstances under which they are made not misleading.

*Section 7. Limited Liability.* Notwithstanding anything to the contrary contained herein in the 2015 Refunding Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the 2015 Refunding Bonds shall be payable solely from the moneys of the District available therefore as set forth in the 2015 Refunding Bond Resolution and herein.

Section 8. Effective Date. This Resolution shall take effect immediately upon its passage.

\* \* \* \* \*

I hereby certify that the foregoing resolution was duly adopted at a meeting of the Board of Supervisors of Contra Costa County held on the 25th day of March, 2015, by the following vote:

AYES, and in favor of, Supervisors:

NOES, Supervisors:

ABSENT, Supervisors:

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

By \_\_\_\_\_  
Clerk of the Board of Supervisors

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**BOARD OF TRUSTEES  
PITTSBURG UNIFIED SCHOOL DISTRICT  
CONTRA COSTA COUNTY, STATE OF CALIFORNIA**

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE PITTSBURG UNIFIED  
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE  
DISTRICT'S 2015 GENERAL OBLIGATION REFUNDING BONDS**

Adopted March 25, 2015

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**BOARD OF TRUSTEES  
PITTSBURG UNIFIED SCHOOL DISTRICT  
CONTRA COSTA COUNTY, STATE OF CALIFORNIA**

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE PITTSBURG UNIFIED  
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE  
DISTRICT'S 2015 GENERAL OBLIGATION REFUNDING BONDS**

RESOLVED, by the Board of Trustees (the "Board of Trustees") of the Pittsburg Unified School District (the "District"), as follows:

WHEREAS, the Board of Supervisors of Contra Costa County (the "County Board") has heretofore issued, on behalf of the District, the Pittsburg Unified School District General Obligation Bonds, Election of 2004, Series B, in the original principal amount of \$13,350,000, for authorized school purposes, of which \$11,725,000 principal amount remains outstanding (the "2004B Bonds");

WHEREAS, the County Board has also heretofore issued, on behalf of the District, the Pittsburg Unified School District General Obligation Bonds, Election of 2006, Series B, in the original principal amount of \$35,000,000, for authorized school purposes, of which \$32,960,000 principal amount remains outstanding (the "2006B Bonds");

WHEREAS, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds; and

WHEREAS, the District has determined that it is in the best interests of the District to refund all or a portion of the outstanding 2004B Bonds and the 2006B Bonds and wishes at this time to authorize the issuance and sale of its Pittsburg Unified School District (Contra Costa County, California) 2015 General Obligation Bonds (the "2015 Refunding Bonds") for the such purposes;

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Trustees of the Pittsburg Unified School District, as follows:

## ARTICLE I

### DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

*"Act"* means provisions of Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

*"Articles," "Sections"* and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words *"herein," "hereof," "hereunder"* and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

*"Auditor-Controller"* means the County Auditor-Controller.

*"Authorized Investments"* means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

*"Board"* means the Board of Trustees of the District.

*"Bond Counsel"* means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

*"Bond Purchase Agreement"* means the Bond Purchase Agreement by and between the District and the Underwriter, for the purchase and sale of the 2015 Refunding Bonds.

*"Bond Register"* means the registration books for the 2015 Refunding Bonds maintained by the Paying Agent.

*"Closing Date"* means the date upon which there is an exchange of the 2015 Refunding Bonds for the proceeds representing the purchase of the Bonds by the Original Purchaser.

*"Code"* means the Internal Revenue Code of 1986 as in effect on the date of issuance of the 2015 Refunding Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2015 Refunding Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

*"Continuing Disclosure Certificate"* shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the 2015 Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

*"Costs of Issuance"* means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the 2015 Refunding Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other

professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the 2015 Refunding Bonds and charges and fees in connection with the foregoing.

*"County"* means Contra Costa County, California.

*"Debt Service"* means the scheduled amount of interest and amortization of principal payable on the 2015 Refunding Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

*"District Representative"* means the Superintendent, the Deputy Superintendent or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the 2015 Refunding Bonds.

*"Escrow Agreements"* means, collectively, the 2004B Escrow Agreement and the 2006B Escrow Agreement

*"Escrow Bank"* means The Bank of New York Mellon Trust Company, N.A., as escrow bank under the Escrow Agreements.

*"Fair Market Value"* means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term *"Fair Market Value"* means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

*"Federal Securities"* means United States Treasury Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

*"Financial Advisor"* means Public Financial Management, Inc., as financial advisor to the District in connection with the issuance of the 2015 Refunding Bonds.

*"Interest Payment Date"* means with respect to interest, February 1 and August 1 of each year commencing on August 1, 2015, and with respect to principal, August 1, of each year commencing on August 1 in such year as shall be set forth in the Bond Purchase Agreement.

*"Net Proceeds,"* when used with reference to the 2015 Refunding Bonds, means the face amount of the 2015 Refunding Bonds, plus accrued interest and premium, if any, less original issue discount, if any.

*"Original Purchaser"* means the first purchaser of the 2015 Refunding Bonds from the District.



*"Outstanding"* means, when used as of any particular time with reference to 2015 Refunding Bonds, all 2015 Refunding Bonds except:

(a) 2015 Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) 2015 Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) 2015 Refunding Bonds in lieu of or in substitution for which other 2015 Refunding Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

*"Owner"* or *"Bondowner"* mean any person who shall be the registered owner of any Outstanding 2015 Refunding Bond.

*"Participating Underwriter"* shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

*"Paying Agent"* means The Bank of New York Mellon Trust Company, N.A., the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the 2015 Refunding Bonds, or such other paying agent as shall be appointed by the District prior to the delivery of the 2015 Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01 hereof.

*"Paying Agent Agreement"* means the Paying Agent/Bond Registrar/Costs of Issuance Agreement, dated the Closing Date, by and between the District and the Paying Agent.

*"Principal Office"* means the principal corporate trust office of the Paying Agent in Dallas, Texas.

*"Record Date"* means the 15th day of the month preceding each Interest Payment Date.

*"Regulations"* means temporary and permanent regulations promulgated under the Code.

*"Resolution"* means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board of Trustees from time to time in accordance herewith.

*"Supplemental Resolution"* means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.

*"Term Bonds"* means those 2015 Refunding Bonds for which mandatory redemption dates have been established pursuant to the Bond Purchase Agreement.

*"Treasurer-Tax Collector"* means the County Treasurer-Tax Collector.

*"2004B Bonds"* means the Pittsburg Unified School District General Obligation Bonds, Election of 2004, Series B, in the original principal amount of \$13,350,000, issued for authorized school purposes, of which \$11,725,000 principal amount remains outstanding.

*"2004B Escrow Agreement"* means that certain Escrow Deposit and Trust Agreement, by and between the District and the Escrow Bank, relating to the defeasance of the 2004B Bonds.

*"2006B Bonds"* means the Pittsburg Unified School District General Obligation Bonds, Election of 2006, Series B, in the original principal amount of \$35,000,000, issued for authorized school purposes, of which \$32,960,000 principal amount remains outstanding.

*"2006B Escrow Agreement"* means that certain Escrow Deposit and Trust Agreement, by and between the District and the Escrow Bank, relating to the defeasance of the 2006B Bonds.

*"2015 Refunding Bonds"* means the Pittsburg Unified School District (Contra Costa County, California) 2015 General Obligation Refunding Bonds, issued and at any time Outstanding pursuant to this Resolution.

*"Underwriter"* means George K. Baum & Company.

*"Written Request of the District"* means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

ARTICLE II  
THE 2015 REFUNDING BONDS

Section 2.01. Authorization. 2015 Refunding Bonds are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The amount of 2015 Refunding Bonds shall be determined on the date of sale thereof in accordance with the Bond Purchase Agreement. This Resolution constitutes a continuing agreement with the Owners of all of the 2015 Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all 2015 Refunding Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2015 Refunding Bonds shall be designated the "Pittsburg Unified School District (Contra Costa County, California) 2015 General Obligation Refunding Bonds."

Section 2.02. Terms of 2015 Refunding Bonds.

(a) *Form; Numbering*. The 2015 Refunding Bonds shall be issued as fully registered 2015 Refunding Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of 2015 Refunding Bonds maturing in the year of maturity of the 2015 Refunding Bond for which the denomination is specified. 2015 Refunding Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) *Date of 2015 Refunding Bonds*. The 2015 Refunding Bonds shall be dated as of the Closing Date.

(c) *CUSIP Identification Numbers*. "CUSIP" identification numbers shall be imprinted on the 2015 Refunding Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2015 Refunding Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2015 Refunding Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the 2015 Refunding Bonds shall not constitute an Event of Default (hereinafter defined) or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

(d) *Maturities; Interest*. The 2015 Refunding Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) and become payable on August 1 in the years and in the amounts set forth in, and subject to the alteration thereof permitted by, the Bond Purchase Agreement. The 2015 Refunding Bonds shall bear interest at such rate or rates as shall be determined upon the sale thereof, payable semi-annually on each Interest Payment Date.

Each 2015 Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to July 15, 2015, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however*, that if at the time of authentication of a 2015 Refunding Bond, interest is in default thereon, such 2015 Refunding Bond shall bear

interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the 2015 Refunding Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the 2015 Refunding Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register on each Record Date or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of 2015 Refunding Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the 2015 Refunding Bonds is payable in lawful money of the United States of America at the Principal Office.

#### Section 2.03. Redemption.

(a) *Optional Redemption.* The 2015 Refunding Bonds are subject to optional redemption on the dates and at the redemption prices set forth in the Bond Purchase Agreement. The District shall be required to give the Paying Agent written notice of its intention to redeem 2015 Refunding Bonds.

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the Bond Purchase Agreement, any maturity of 2015 Refunding Bonds may be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) *Notice of Redemption.* The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any 2015 Refunding Bonds designated for redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Bond Register, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such 2015 Refunding Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the 2015 Refunding Bond numbers and the maturity or maturities (in the event of redemption of all of the 2015 Refunding Bonds of such maturity or maturities in whole) of the 2015 Refunding Bonds to be redeemed, and shall require that such 2015 Refunding Bonds be then surrendered at the Principal Office for redemption at the redemption price, giving notice also that further interest on such 2015 Refunding Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the 2015 Refunding Bonds, the notice of redemption shall state that the redemption is conditioned upon receipt by the Paying Agent of sufficient moneys to redeem the 2015 Refunding Bonds on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the 2015 Refunding Bonds have not been deposited with the Paying Agent. In the event that the Paying Agent does not receive

sufficient funds by the scheduled optional redemption date to so redeem the 2015 Refunding Bonds to be optionally redeemed, the Paying Agent shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the 2015 Refunding Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

(d) *Selection of 2015 Refunding Bonds for Redemption.* Whenever provision is made for the redemption of 2015 Refunding Bonds of more than one maturity, the 2015 Refunding Bonds to be redeemed shall be selected by the District evidenced by a Written Request of the District filed with the Paying Agent or, absent such selection by the District, on a *pro rata* basis among the maturities subject to redemption; and in each case, the Paying Agent shall select the 2015 Refunding Bonds to be redeemed within any maturity by lot in any manner which the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, all 2015 Refunding Bonds shall be deemed to be comprised of separate \$5,000 portions and such portions shall be treated as separate 2015 Refunding Bonds which may be separately redeemed.

(e) *Partial Redemption of 2015 Refunding Bonds.* In the event only a portion of any 2015 Refunding Bond is called for redemption, then upon surrender of such 2015 Refunding Bond the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new 2015 Refunding Bond or Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2015 Refunding Bond to be redeemed. 2015 Refunding Bonds need not be presented for mandatory sinking fund redemptions.

(f) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the 2015 Refunding Bonds so called for redemption shall have been duly provided, such 2015 Refunding Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All 2015 Refunding Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the Paying Agent.

Section 2.04. Form of 2015 Refunding Bonds. The 2015 Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of 2015 Refunding Bonds. The 2015 Refunding Bonds shall be executed on behalf of the District by the facsimile signatures of the President of its Board of Trustees and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any 2015 Refunding Bond ceases to be such officer before delivery of the 2015 Refunding Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2015 Refunding Bonds to the purchaser. Any 2015 Refunding Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such 2015 Refunding Bond shall be the proper officers of the District although at the nominal date of such 2015 Refunding Bond any such person shall not have been such officer of the District.

Only such 2015 Refunding Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the 2015 Refunding



Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of 2015 Refunding Bonds. Any 2015 Refunding Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2015 Refunding Bond for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any 2015 Refunding Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new 2015 Refunding Bond or Bonds, for like aggregate principal amount.

No transfers of 2015 Refunding Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of 2015 Refunding Bonds for redemption or (b) with respect to a 2015 Refunding Bond after such 2015 Refunding Bond has been selected for redemption.

Section 2.07. Exchange of 2015 Refunding Bonds. 2015 Refunding Bonds may be exchanged at the Principal Office for a like aggregate principal amount of 2015 Refunding Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of 2015 Refunding Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of 2015 Refunding Bonds for redemption or (b) with respect to a 2015 Refunding Bond after such 2015 Refunding Bond has been selected for redemption.

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the 2015 Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, 2015 Refunding Bonds as herein before provided.

Section 2.09. Temporary 2015 Refunding Bonds. The 2015 Refunding Bonds may be initially issued in temporary form exchangeable for definitive 2015 Refunding Bonds when ready for delivery. The temporary 2015 Refunding Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary 2015 Refunding Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive 2015 Refunding Bonds. If the District issues temporary 2015 Refunding Bonds it will execute and furnish definitive 2015 Refunding Bonds without delay, and thereupon the temporary 2015 Refunding Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office and the Paying Agent shall deliver in exchange for such temporary 2015 Refunding Bonds an equal aggregate principal amount of definitive 2015 Refunding Bonds of authorized denominations. Until so exchanged, the temporary 2015 Refunding Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive 2015 Refunding Bonds executed and delivered hereunder.

Section 2.10. 2015 Refunding Bonds Mutilated, Lost, Destroyed or Stolen. If any 2015 Refunding Bond shall become mutilated the District, at the expense of the Owner of said 2015 Refunding Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new 2015 Refunding Bond of like maturity and principal amount in exchange and substitution for the 2015 Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the 2015 Refunding Bond so mutilated. Every mutilated 2015 Refunding Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any 2015 Refunding Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new 2015 Refunding Bond of like maturity and principal amount in lieu of and in substitution for the 2015 Refunding Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new 2015 Refunding Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any 2015 Refunding Bond issued under the provisions of this Section 2.10 in lieu of any 2015 Refunding Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the 2015 Refunding Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other 2015 Refunding Bonds issued pursuant to this Resolution.

Section 2.11. Book Entry System. Except as provided below, the owner of all of the 2015 Refunding Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the 2015 Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The 2015 Refunding Bonds shall be initially executed and delivered in the form of a single fully registered 2015 Refunding Bond for each maturity date of the 2015 Refunding Bonds in the full aggregate principal amount of the 2015 Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the 2015 Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the 2015 Refunding Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant by DTC or any Participant of any amount in respect of the principal or interest with respect to the 2015 Refunding Bonds. The Paying Agent shall cause to be paid all principal and interest with respect to the 2015 Refunding Bonds received from the District only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the 2015 Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a 2015 Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain 2015 Refunding Bonds and delivers a written certificate to DTC to that effect, DTC shall notify the Participants of the availability through DTC of 2015 Refunding Bonds. In such event, the District shall issue, transfer and exchange 2015 Refunding Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the 2015 Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be

obligated to deliver 2015 Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate 2015 Refunding Bonds evidencing the 2015 Refunding Bonds to any DTC Participant having 2015 Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the 2015 Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any 2015 Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such 2015 Refunding Bond and all notices with respect to such 2015 Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the 2015 Refunding Bonds.



### ARTICLE III

#### ISSUE OF 2015 REFUNDING BONDS; APPLICATION OF 2015 REFUNDING BOND PROCEEDS; SECURITY FOR THE 2015 REFUNDING BONDS

Section 3.01. Issuance, Award and Delivery of 2015 Refunding Bonds. At any time after the execution of this Resolution the District may issue and deliver 2015 Refunding Bonds in any principal amount, subject to the savings requirements set forth in Sections 4.01(e) and (f).

The District Representatives shall be, and are hereby, directed to cause the 2015 Refunding Bonds to be printed, signed and delivered to the Original Purchaser on receipt of the purchase price therefor and upon performance of the conditions contained in the Bond Purchase Agreement.

The Paying Agent is hereby authorized to deliver the 2015 Refunding Bonds to the Original Purchaser, upon receipt of a Written Request of the District.

#### Section 3.02. Funds and Accounts.

(a) *Interest and Sinking Fund*. The fund, known as the "Pittsburg Unified School District, General Obligation Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund"), previously established and maintained by the Auditor-Controller for the District is hereby continued for the 2015 Refunding Bonds. Moneys deposited therein shall be used only for payment of principal and interest on all General Obligation Bonds of the District. If, after payment in full of the 2015 Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding the foregoing provisions of this Section 3.02(b), any excess proceeds of the 2015 Refunding Bonds not needed for the authorized purposes set forth herein for which the 2015 Refunding Bonds are being issued shall be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law, including but not limited to the requirements of federal tax law (if any) relating to the yield at which such proceeds are permitted to be invested. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof. By receipt of a copy of this resolution, the Auditor-Controller is hereby requested to continue and maintain the Interest and Sinking Fund.

(b) *Costs of Issuance Fund*. A fund, to be known as the "Pittsburg Unified School District, 2015 General Obligation Refunding Bonds Costs of Issuance Fund" (the "Costs of Issuance Fund"), is hereby created and established with the Paying Agent, acting as costs of issuance custodian (the "Custodian") for the 2015 Refunding Bonds. Moneys deposited therein shall be used solely for the payment of costs of issuance of the 2015 Refunding Bonds, as provided in the Paying Agent Agreement (hereinafter defined).

(c) Moneys held in the Interest and Sinking Fund shall be invested at the Treasurer-Tax Collector's discretion, unless otherwise directed in writing by the District, pursuant to law and the investment policy of the County.

Section 3.03. Application of Proceeds of Sale of 2015 Refunding Bonds. On the Closing Date, the proceeds of sale of the 2015 Refunding Bonds shall be paid by the Underwriter as follows:

(a) to the Custodian, an amount equal to the amounts required for the payment of Costs of Issuance, for deposit in the Costs of Issuance Fund; and

(b) to the Escrow Bank, the amount required for the defeasance of the 2004B Bonds; and

(c) to the Escrow Bank, the amount required for the defeasance of the 2006B Bonds.

Section 3.04. Security for the 2015 Refunding Bonds. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the 2015 Refunding Bonds are outstanding in an amount sufficient to pay the principal of and interest on the 2015 Refunding Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the 2015 Refunding Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the 2015 Refunding Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as paying agent for the 2015 Refunding Bonds, as necessary to pay the principal of and interest on the 2015 Refunding Bonds.

## ARTICLE IV

### SALE OF BONDS; APPROVAL OF PAYING AGENT AGREEMENT; APPROVAL OF OFFICIAL STATEMENT

Section 4.01. Sale of the 2015 Refunding Bonds. The Board hereby authorizes the negotiated sale of the 2015 Refunding Bonds to the Underwriter. A Bond Purchase Agreement, in the form attached hereto as Exhibit B, together with any additions thereto or changes therein deemed necessary or advisable by the Superintendent or the Deputy Superintendent, or any designee thereof, is hereby approved by the Board. The Superintendent and the Deputy Superintendent or any designee thereof are hereby authorized and directed to execute the Bond Purchase Agreement for and in the name and on behalf of the District; *provided, however*, that the Underwriter's discount, excluding reimbursable expenses of the Underwriter, shall not exceed 0.50% of the aggregate of principal amount of 2015 Refunding Bonds issued. The Board hereby authorizes the delivery and performance of the Bond Purchase Agreement. The maximum true interest cost on the 2015 Refunding Bonds shall not exceed 8% per annum. The aggregate present value savings to be realized by the District with respect to the 2004B Bonds and the 2006B Bonds as a result of the issuance of the 2015 Refunding Bonds shall not be less than 3%. If, at the time of the sale of the 2015 Refunding Bonds, a District Representative determines, in consultation with the Financial Advisor, that the refunding of one of the 2004B Bonds or the 2006B Bonds does not meet the minimum 5% savings threshold, the 2015 Refunding Bonds may, nonetheless, be sold in such amount as is necessary to refund the bonds that do meet such threshold.

Section 4.02. Approval of Paying Agent Agreement. The Paying Agent Agreement, in the form attached hereto as Exhibit C, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. The District Representatives are hereby authorized and directed to execute the Paying Agent Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

#### Section 4.03. Approval of Escrow Agreements.

(a) The 2004B Escrow Agreement, in the form attached hereto as Exhibit D, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. The District Representatives are hereby authorized and directed to execute the 2004B Escrow Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the 2004B Escrow Agreement.

(b) The 2006B Escrow Agreement, in the form attached hereto as Exhibit E, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. The District Representatives are hereby authorized and directed to execute the 2006B Escrow Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the 2006B Escrow Agreement.

Section 4.03. Official Statement. The Board of Trustees hereby approves a preliminary official statement describing the financing (the "Preliminary Official Statement") in the form on file with the Clerk of the Board of Trustees, together with any changes therein or additions thereto deemed advisable by a District Representative. The Board of Trustees authorizes and directs the District Representatives, on behalf of the District, to deem "final" pursuant to Rule

15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the 2015 Refunding Bonds.

The Underwriter, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to such persons as may be interested in purchasing the 2015 Refunding Bonds therein offered for sale.

The District Representatives are authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the 2015 Refunding Bonds, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the 2015 Refunding Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the 2015 Refunding Bonds, and does not, as of the date of delivery of the 2015 Refunding Bonds, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The District Representatives shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the District Representatives, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the 2015 Refunding Bonds.

Section 4.04. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the 2015 Refunding Bonds are hereby approved, and the President of the Board of Trustees, the Superintendent, the Deputy Superintendent and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2015 Refunding Bonds in accordance with this resolution.

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the 2015 Refunding Bonds, in strict conformity with the terms of the 2015 Refunding Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the 2015 Refunding Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the 2015 Refunding Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the 2015 Refunding Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Bondowners. The District will preserve and protect the security of the 2015 Refunding Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the 2015 Refunding Bonds by the District, the 2015 Refunding Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the 2015 Refunding Bonds of the rights and benefits provided in this Resolution.

#### Section 5.05. Tax Covenants.

(a) *Private Activity 2015 Refunding Bond Limitation*. The District shall assure that the proceeds of the 2015 Refunding Bonds are not so used as to cause the 2015 Refunding Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2015 Refunding Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement*. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2015 Refunding Bonds.

(d) *No Arbitrage*. The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the 2015 Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on

the date of issuance of the 2015 Refunding Bonds would have caused the 2015 Refunding Bonds to be “arbitrage bonds” within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the 2015 Refunding Bonds from the gross income of the Owners of the 2015 Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the 2015 Refunding Bonds.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the 2015 Refunding Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit F. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any holder or beneficial owner of the 2015 Refunding Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.



ARTICLE VI  
THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed Paying Agent for the 2015 Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold 2015 Refunding Bonds. The Paying Agent may become the owner of any of the 2015 Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the 2015 Refunding Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the 2015 Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation, Indemnification.

(a) The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. Any District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the 2015 Refunding Bonds, or related to the proceedings for sale, award, issuance and delivery of the 2015 Refunding Bonds in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.



## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following events (“Events of Default”) shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any 2015 Refunding Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any 2015 Refunding Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the 2015 Refunding Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the 2015 Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners’ rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the 2015 Refunding Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the 2015 Refunding Bonds to the respective Owners of the 2015 Refunding Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the 2015 Refunding Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the 2015 Refunding Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the 2015 Refunding Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of 2015 Refunding Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

## ARTICLE VIII

### SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the 2015 Refunding Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the 2015 Refunding Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the 2015 Refunding Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the 2015 Refunding Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding 2015 Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of 2015 Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the 2015 Refunding Bonds without the consent of all the Owners of such 2015 Refunding Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX  
MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the 2015 Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the 2015 Refunding Bonds.

Section 9.02. Defeasance.

(a) *Discharge of Resolution*. 2015 Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on 2015 Refunding Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem 2015 Refunding Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, 2015 Refunding Bonds Outstanding.

If the District shall pay all 2015 Refunding Bonds Outstanding and shall also pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any 2015 Refunding Bonds shall not have been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of 2015 Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on 2015 Refunding Bonds*. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem any Outstanding 2015 Refunding Bond (whether upon or prior to its maturity or the redemption date of such 2015 Refunding Bond), provided that, if such 2015 Refunding Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such 2015 Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such 2015 Refunding Bond by the District,

and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any 2015 Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such 2015 Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Paying Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any 2015 Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such 2015 Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of 2015 Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such 2015 Refunding Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the 2015 Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of 2015 Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such 2015 Refunding Bonds.

(d) *Payment of 2015 Refunding Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any 2015 Refunding Bonds and remaining unclaimed for one year after the principal of all of the 2015 Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or one year after the date of deposit of such moneys if deposited after said date when all of the 2015 Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all 2015 Refunding Bonds which have not been paid at the addresses shown on the registration books maintained by the Paying Agent a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the 2015 Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered 2015 Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any 2015 Refunding Bond shall bind all future Owners of such 2015 Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal or interest on the 2015 Refunding Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Destruction of Canceled 2015 Refunding Bonds. Whenever in this Resolution provision is made for the surrender to the District of any 2015 Refunding Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled 2015 Refunding Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such 2015 Refunding Bonds therein referred to.

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2015 Refunding Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Bondowners.

Section 9.07. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

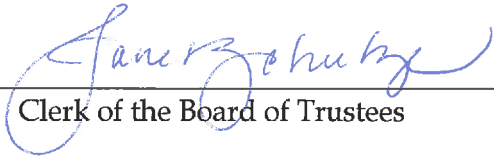
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THE FOREGOING RESOLUTION is approved and adopted by the Board of Trustees of the Pittsburgh Unified School District this 25th day of March, 2015.



\_\_\_\_\_  
President of the Board of Trustees

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board of Trustees



## EXHIBIT A

### FORM OF 2015 REFUNDING BOND

United States of America  
State of California  
Contra Costa County

PITTSBURG UNIFIED SCHOOL DISTRICT  
2015 GENERAL OBLIGATION REFUNDING BONDS

|                |                 |             |        |
|----------------|-----------------|-------------|--------|
| INTEREST RATE: | MATURITY DATE:  | ISSUE DATE: | CUSIP: |
| _____%         | August 1, _____ | _____, 2015 | _____  |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

The PITTSBURG UNIFIED SCHOOL DISTRICT, a unified school district, duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this 2015 Refunding Bond (unless (i) this 2015 Refunding Bond is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) this 2015 Refunding Bond is authenticated prior to an interest payment date and after the close of business on the fifteenth day of the month preceding such interest payment date, in which event it shall bear interest from such interest payment date, or (iii) this 2015 Refunding Bond is authenticated on or prior to July 15, 2015, in which event it shall bear interest from the Issue Date stated above; provided however, that if at the time of authentication of this 2015 Refunding Bond, interest is in default on this 2015 Refunding Bond, this 2015 Refunding Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this 2015 Refunding Bond) until payment of such Principal Sum in full, at the rate per annum stated above, payable on February 1 and August 1 in each year, commencing August 1, 2015, calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof is payable at the office of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"), in San Francisco, California. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the fifteenth day of the month next preceding such interest payment date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of 2015 Refunding Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date.

This 2015 Refunding Bond is one of a duly authorized issue of 2015 Refunding Bonds of the District designated as "Pittsburg Unified School District (Contra Costa County, California) 2015 General Obligation Refunding Bonds" (the "2015 Refunding Bonds"), in an aggregate principal amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), and pursuant to Resolution No. \_\_\_\_ of the District adopted March 25, 2015 (the "Resolution"), authorizing the issuance of the 2015 Refunding Bonds. Reference is hereby made to the Resolution (copies of which are on file at the office of



the Clerk of the Board of Trustees of the District) and the Act for a description of the terms on which the 2015 Refunding Bonds are issued and the rights thereunder of the owners of the 2015 Refunding Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this 2015 Refunding Bond, by acceptance hereof, assents and agrees.

The Bonds are being issued to (a) refund the District's outstanding (i) Pittsburg Unified School District General Obligation Bonds, Election of 2004, Series B, and (ii) Pittsburg Unified School District General Obligation Bonds, Election of 2006, Series B, and (b) pay for costs of issuance of the Bonds.

This 2015 Refunding Bond and the interest hereon and on all other 2015 Refunding Bonds and the interest thereon (to the extent set forth in the Resolution) are general obligations of the District and do not constitute an obligation of the County of Contra Costa. The District has the power and is obligated to cause the Contra Costa County Treasurer-Tax Collector to levy *ad valorem* taxes for the payment of the 2015 Refunding Bonds and the interest thereon upon all property within the District subject to taxation by the District. No part of any fund of the County is pledged or obligated to the payment of the 2015 Refunding Bonds.

The 2015 Refunding Bonds maturing on or before August 1, \_\_\_\_, are non-callable. The 2015 Refunding Bonds maturing on August 1, \_\_\_\_, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on any date on or after August 1, \_\_\_\_ (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, without premium.

[If applicable:] The 2015 Refunding Bonds maturing on August 1, 20\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; provided, however, that if some but not all of the Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent:

| Sinking Fund<br>Redemption Date<br>(August 1) | Principal<br>Amount to be<br>Redeemed |
|---|---------------------------------------|
|---|---------------------------------------|

The Paying Agent shall give notice of the redemption of the 2015 Refunding Bonds at the expense of the District. Such notice shall specify: (a) that the 2015 Refunding Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the 2015 Refunding Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the 2015 Refunding Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each 2015 Refunding Bond to be redeemed, the portion of the principal amount of such 2015 Refunding Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

If an Event of Default, as defined in the Resolution, shall occur, the principal of all 2015 Refunding Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Resolution, but such declaration and its consequences may be rescinded and annulled as further provided in the Resolution.

The 2015 Refunding Bonds are issuable as fully registered 2015 Refunding Bonds, without coupons, in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and

conditions and upon payment of the charges, if any, as provided in the Resolution. 2015 Refunding Bonds may be exchanged for a like aggregate principal amount of 2015 Refunding Bonds of other authorized denominations and of the same maturity.

This 2015 Refunding Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at said office of the Paying Agent in San Francisco, California, but only in the manner and subject to the limitations provided in the Resolution, and upon surrender and cancellation of this 2015 Refunding Bond. Upon registration of such transfer a new 2015 Refunding Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Resolution may be amended without the consent of the Owners of the 2015 Refunding Bonds to the extent set forth in the Resolution.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this 2015 Refunding Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of this 2015 Refunding Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of 2015 Refunding Bonds permitted to be issued under the Resolution.

This 2015 Refunding Bond shall not be entitled to any benefit under the Resolution or become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed manually by the Paying Agent.

Unless this certificate is presented by an authorized representative of The Depository Trust Company; a New York corporation ("DTC"), to the District or the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Pittsburg Unified School District has caused this 2015 Refunding Bond to be executed in its name and on its behalf with the facsimile signatures of the President of its Board of Trustees and the Clerk of the Board of Trustees, all as of the Issue Date stated above.

PITTSBURG UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
President of the Board of Trustees

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Trustees

**CERTIFICATE OF AUTHENTICATION**

This is one of the 2015 Refunding Bonds described in the within-mentioned Resolution.

Authentication Date:

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent

By \_\_\_\_\_  
Authorized Signatory

## ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Tax Identification or Social Security Number of Assignee)  
\_\_\_\_\_  
\_\_\_\_\_

the within 2015 Refunding Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

\_\_\_\_\_  
attorney, to transfer the same on the registration books of the Paying Agent with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Notice: Signature(s) must be guaranteed by a qualified guarantor institution.

\_\_\_\_\_  
Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within bond in every particular without alteration or enlargement or any change whatsoever."

## EXHIBIT B

### FORM OF BOND PURCHASE AGREEMENT

Pittsburg Unified School District  
2000 Railroad Avenue  
Pittsburg, California 94565-1517

Ladies and Gentlemen:

George K. Baum & Company (the "Underwriter"), offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the Pittsburg Unified School District (the "District") which, upon your acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the District and delivery of such acceptance to us at or prior to 11:59 P.M., California time, on the date hereof.

1. Purchase and Sale of the 2015 Refunding Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$\_\_\_\_\_ in aggregate principal amount of the District's 2015 General Obligation Refunding Bonds (the "2015 Refunding Bonds"). The purchase price for the 2015 Refunding Bonds shall be \$\_\_\_\_\_ (being equal to the aggregate principal amount of the 2015 Refunding Bonds (\$\_\_\_\_\_.00), plus a net original issue premium (\$\_\_\_\_\_), less \$\_\_\_\_\_ retained by the Underwriter to pay the Underwriter's discount.

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the District and (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

2. The 2015 Refunding Bonds. Except as hereinafter described, the 2015 Refunding Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of the resolution of the District adopted on March 25, 2015 (the "Resolution"), the provisions of Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act") and other applicable provisions of law. The 2015 Refunding Bonds shall be issued, authenticated and delivered under and in accordance with the provisions of this Bond Purchase Agreement and the Resolution. The 2015 Refunding Bonds are being issued as current interest bonds.

The 2015 Refunding Bonds are being issued to (a) refund, on an advance basis, (i) the Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2004, Series B (the "2004B Bonds"), and (ii) the Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2006, Series B (the "2006B Bonds"), and (b) pay for costs of issuance of the 2015 Refunding Bonds.

The 2015 Refunding Bonds will be dated the date of delivery and accrue interest from such date, payable semiannually on February 1 and August 1 of each year, commencing on August 1, 2015. The 2015 Refunding Bonds will mature in the years shown on Appendix A hereto, which is incorporated herein by this reference. The 2015 Refunding Bonds will be issued as fully registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof.

To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the District will undertake, pursuant to the Resolution and a continuing disclosure certificate (the "Continuing Disclosure Certificate"), to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement (each as hereinafter defined).

3. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the 2015 Refunding Bonds, this Bond Purchase Agreement, the Official Statement and the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement.

4. Public Offering of the 2015 Refunding Bonds. The Underwriter agrees to make a bona fide public offering of all the 2015 Refunding Bonds at the initial public offering price or yield to be set forth on the cover page of the Official Statement and Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the 2015 Refunding Bonds.

5. Review of Official Statement. The Underwriter hereby represents that it has received and reviewed the preliminary official statement with respect to the 2015 Refunding Bonds, dated May 26, 2015 (the Preliminary Official Statement"). The District represents that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate principal amount, delivery date, rating(s) and other terms of the 2015 Refunding Bonds which depend upon the foregoing as provided in and pursuant to the Rule.

The Underwriter agrees that prior to the time a final Official Statement relating to the 2015 Refunding Bonds (hereinafter defined) is available, the Underwriter will send to any potential purchaser of the 2015 Refunding Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

6. Closing. At 8:00 A.M., California time, on \_\_\_\_\_, 2015, or at such other time or on such other date as shall have been mutually agreed upon by you and us (the "Closing"), you will deliver to us (except as otherwise provided in the Resolution), through the facilities of The Depository Trust Company ("DTC") in New York, New York, or at such other place as we may mutually agree upon, the 2015 Refunding Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and in Larkspur, California, the other documents hereinafter mentioned; and we will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), on behalf of the District.

7. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) *Due Organization.* The District is a school district duly organized and validly existing under the laws of the State of California, with the power to request the issuance of the 2015 Refunding Bonds pursuant to the Act.

(b) *Due Authorization.* (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the 2015 Refunding Bonds; (ii) the District has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the 2015 Refunding Bonds, the Resolution, the Continuing Disclosure Certificate, the Escrow Deposit and Trust Agreement, dated \_\_\_\_\_, 2015, by and between the District and The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"), relating to the defeasance of the 2004B Bonds (the



"2004B Escrow Agreement"), the Escrow Deposit and Trust Agreement, dated \_\_\_\_\_, 2015, by and between the District and the Escrow Bank, relating to the defeasance of the 2006B Bonds (the "2006B Escrow Agreement"), and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Bond Purchase Agreement, the 2004B Escrow Agreement and the 2006B Escrow Agreement constitute the valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement, the 2004B Escrow Agreement and the 2006B Escrow Agreement. The District will not amend, terminate or rescind, and will not agree to any amendment, termination or rescission of the Resolution, the Continuing Disclosure Certificate, the 2004B Escrow Agreement, the 2006B Escrow Agreement or this Bond Purchase Agreement without the prior written consent of the Underwriter prior to the Closing Date.

(c) *Consents.* Other than the approving vote of the electorate of the District and adoption of the Resolution, no consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the 2015 Refunding Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the 2015 Refunding Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; *provided, however*, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) *Internal Revenue Code.* The District has covenanted to comply with the Internal Revenue Code of 1986, as amended, with respect to the 2015 Refunding Bonds.

(e) *No Conflicts.* To the best knowledge of the District, the issuance of the 2015 Refunding Bonds, and the execution, delivery and performance of this Bond Purchase Agreement, the Resolution, the 2004B Escrow Agreement, the 2006B Escrow Agreement and the 2015 Refunding Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) *Litigation.* As of the time of acceptance hereof, based on the advice of counsel to the District, No action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the 2015 Refunding Bonds, the application of the proceeds of the sale of the 2015 Refunding Bonds, or the collection of taxes of the District pledged or to be pledged or available to pay the principal of and interest on the 2015 Refunding Bonds, or the pledge thereof, or, the levy of any taxes contemplated by the Resolution, or in any way contesting or affecting the validity or enforceability of the 2015 Refunding Bonds, this Bond Purchase Agreement, the Continuing Disclosure Certificate, the 2004B Escrow Agreement, the 2006B Escrow Agreement or the Resolution or contesting the powers of the District or its authority with respect to the 2015 Refunding Bonds, the Resolution, the Continuing Disclosure Certificate or this Bond Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Bond Purchase Agreement, the 2004B Escrow Agreement, the 2006B Escrow Agreement, the Continuing Disclosure Certificate or the Resolution, (b) declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the 2015 Refunding Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) *No Other Debt.* Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued, nor will Contra Costa County, on behalf of the District issue, any bonds, notes or certificates of participation except for such borrowings as may be described in or contemplated by the Official Statement.

(h) *Arbitrage Certificate*. The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(i) *Certificates*. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(j) *Official Statement*. The District has reviewed the Preliminary Official Statement and, to the best of its knowledge, as of its date and as of the date hereof, the information set forth therein contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect. The District will provide to the Underwriter a certificate dated as of the Closing stating that it has reviewed the Official Statement and to the best of its knowledge, as of the Closing, the information set forth therein contains no untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(k) *Financial Statements*. The financial statements of the District contained in the Preliminary Official Statement and the Official Statement present fairly the financial position of the District as of the dates indicated and the results of its operations for the periods specified.

8. Covenants of the District. The District covenants and agrees with the Underwriter that:

(a) *Securities Laws*. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the 2015 Refunding Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, *provided, however*, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) *Application of Proceeds*. The District will apply the proceeds from the sale of the 2015 Refunding Bonds for the purposes specified in the Resolution;

(c) *Official Statement*. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Bond Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the 2015 Refunding Bonds;

(d) *Subsequent Events*. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District, respectively, until the date which is ninety (90) days following the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the 2015 Refunding Bonds for sale;

(e) *References*. References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) *Amendments to Official Statement*. For a period of ninety (90) days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the 2015 Refunding Bonds for sale, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the



Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the District shall forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

9. Conditions to Closing. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) *Representations True.* The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement;

(b) *Obligations Performed.* At the time of the Closing, (i) the Official Statement, this Bond Purchase Agreement, the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Quint & Thimmig LLP ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Resolution, this Bond Purchase Agreement or the Official Statement to be performed at or prior to the Closing;

(c) *Adverse Rulings.* No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 7(f) or 8(e) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) *Marketability.* Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the 2015 Refunding Bonds, at the initial offering prices set forth in the Official Statement, of the 2015 Refunding Bonds shall not have been materially adversely affected in the judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the 2015 Refunding Bonds) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the 2015 Refunding Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the 2015 Refunding Bonds, or obligations of the General character of the 2015 Refunding

Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) legislation enacted by the legislature of the State of California (the "State"), or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the General character of the 2015 Refunding Bonds in the hands of the holders thereof, or

(3) the declaration of war or engagement in major military hostilities by the United States, any outbreak or escalation of hostilities or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(4) the declaration of a General banking moratorium by federal, New York or California authorities, or the General suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the 2015 Refunding Bonds, or obligations of the General character of the 2015 Refunding Bonds, or securities Generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the General character of the 2015 Refunding Bonds, or the issuance, offering or sale of the 2015 Refunding Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) the withdrawal or downgrading of any rating of the District's outstanding indebtedness by a national rating agency; or

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) *Delivery of Documents.* At or prior to the date of the Closing, Bond Counsel shall deliver sufficient copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) **Bond Opinion.** An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the 2015 Refunding Bonds, dated the date of the Closing, addressed to the District;

(2) **Reliance Letter.** A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in (e)(1) above;

(3) **Supplemental Opinion.** A supplemental opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriter to the effect that:

(i) this Bond Purchase Agreement has been duly executed and delivered by the District and, assuming due authorization, execution and delivery by and validity against the Underwriter, is a valid and binding agreement of the District, subject to bankruptcy,

insolvency, reorganization, arrangement, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(ii) the statements contained in the Official Statement under the captions "THE BONDS," "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" and "TAX MATTERS," insofar as such statements purport to summarize certain provisions of the 2015 Refunding Bonds and the Resolution and its opinion concerning certain federal tax matters relating to the 2015 Refunding Bonds are accurate in all material respects; and

(iii) the 2015 Refunding Bonds are not subject to the registration requirements of the Securities Act and the Resolution are exempt from qualification under the Trust Indenture Act;

(4) **Disclosure Counsel Opinion.** An opinion letter, dated the Closing Date and addressed to the District and the Underwriter of Quint & Thimmig LLP, Larkspur, California, Disclosure Counsel ("Disclosure Counsel"), to the effect that based upon their participation in the preparation of the Official Statement as Disclosure Counsel, except to the extent set forth in their supplemental opinion without assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement nor making any representation regarding independent verification of the accuracy, completeness or fairness of any of the statements contained in the Official Statement, except to the extent set forth in their supplemental opinion such counsel advises that during the course of such representation of the Authority as disclosure counsel on this matter, no information came to the attention of the attorneys in such firm rendering legal services in connection with such representation which caused them to believe that the Official Statement as of its date (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion (except opinions of Bond Counsel), Appendix A to the Official Statement, or any information about book-entry or DTC included therein, as to which no opinion or view is expressed) contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(5) **Certificates.** Certificates signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Bond Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution and this Bond Purchase Agreement, , which are necessary to be complied with prior to or concurrently with the Closing and such documents are in full force and effect, (iv) the District has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) no further consent is required for inclusion of the District's audited financial statements in the Official Statement, and (vi) the 2015 Refunding Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution;

(6) **Arbitrage.** A non-arbitrage certificate of the District in a form satisfactory to Bond Counsel;

(7) **Rating.** Evidence satisfactory to the Underwriter that the 2015 Refunding Bonds shall have been rated "\_\_\_" by Moody's Investors Service and that such rating has not been revoked or downgraded;

(8) **Resolution.** A certificate, together with fully executed copies of the Resolution, of the Secretary of the District Board of Trustees to the effect that:

(i) such copies are true and correct copies of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(9) **Official Statement.** Certificates of the appropriate officials of the District evidencing their determinations respecting the Official Statement in accordance with the Rule and not more than 25 copies of the Official Statement;

(10) **Continuing Disclosure Certificate.** A continuing disclosure certificate of the District as summarized in the Official Statement and in a form satisfactory to the Underwriter which complies with S.E.C. Rule 15c2-12(b)(5);

(11) **Escrow Agreements.** The 2004B Escrow Agreement and the 2006B Escrow Agreement;

(12) **Defeasance Opinions.** Opinions of Bond Counsel as to the legal defeasance of the 2004B Bonds and the 2006B Bonds;

(12) **Underwriter's Certifications.** At or before Closing, and contemporaneously with the acceptance of delivery of the 2015 Refunding Bonds and the payment of the purchase price thereof, the Underwriter will provide (or cause to be provided) to the District:

(i) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the 2015 Refunding Bonds to the Underwriter, receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Purchase Agreement by the District and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects; and

(ii) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the 2015 Refunding Bonds have been reoffered to the public, as described in Section 1; and

(12) **Other Documents.** Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) *Termination.* Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the 2015 Refunding Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on \_\_\_\_\_, 2015, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 11 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

10. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

11. Costs and Expenses. As set forth in Section 1, all costs of issuance will be paid from amounts deposited with the Paying Agent. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel (except in connection with securing a rating on the 2015 Refunding Bonds), the fees of any Underwriter's counsel and other expenses, shall be paid by the Underwriter.

12. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Deputy Superintendent, or if to the Underwriter, to Mr. Randy Merritt, Senior Vice President, George K. Baum & Company, 209 Avenida Del Mar, Suite 207, San Clemente, CA 92672.

13. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Bond Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Bond Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the 2015 Refunding Bonds hereunder, and (c) any termination of this Bond Purchase Agreement.

14. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

15. Applicable Law. This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

GEORGE K. BAUM & COMPANY, as  
Underwriter

By \_\_\_\_\_  
Randy Merritt  
Senior Vice President

The foregoing is hereby agreed to and accepted  
as of the date first above written:

PITTSBURG UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Enrique Palacios  
Deputy Superintendent

## APPENDIX A

### MATURITY SCHEDULES AND REDEMPTION PROVISIONS

\$ \_\_\_\_\_  
**PITTSBURG UNIFIED SCHOOL DISTRICT**  
**(Contra Costa County, California)**  
**2015 General Obligation Refunding Bonds**

| <u>Maturity</u><br><u>(August 1)</u> | <u>Principal</u><br><u>Amount</u> | <u>Interest</u><br><u>Rate</u> | <u>Yield</u> | <u>Price</u> |
|--------------------------------------|-----------------------------------|--------------------------------|--------------|--------------|
|--------------------------------------|-----------------------------------|--------------------------------|--------------|--------------|

#### Redemption Provisions

*Optional Redemption.* The 2015 Refunding Bonds maturing on and prior to August 1, \_\_\_\_, are not callable for redemption prior to their stated maturity date. The 2015 Refunding Bonds maturing on and after August 1, \_\_\_\_, are callable for redemption prior to their stated maturity date at the option of the District, in whole or in part on any date on or after August 1, \_\_\_\_ (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), from any source lawfully available therefor, at a redemption price equal to the principal amount of the 2015 Refunding Bonds called for redemption, together with accrued interest to the date fixed for redemption, without premium.

*Sinking Fund Redemption.* The 2015 Refunding Bonds maturing on August 1, \_\_\_\_, are also subject to mandatory sinking fund redemption in part by lot on August 1, \_\_\_\_, and on each August 1 thereafter, to and including August 1, \_\_\_\_, from Mandatory Sinking Account Payments made by the District at a redemption price equal to the principal amount thereof, without premium, in the aggregate respective amounts and on the respective dates as set forth in the following table.

| <u>Sinking Account</u><br><u>Redemption Date</u><br><u>(August 1)</u> | <u>Principal Amount</u><br><u>to be Redeemed</u> |
|---|--|
|---|--|

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†Maturity

The 2015 Refunding Bonds maturing on August 1, \_\_\_\_, are also subject to mandatory sinking fund redemption in part by lot on August 1, \_\_\_\_, and on each August 1 thereafter, to and including August 1, \_\_\_\_, from Mandatory Sinking Account Payments made by the District at a redemption price equal to the principal amount thereof, without premium, in the aggregate respective amounts and on the respective dates as set forth in the following table.

| Sinking Account<br>Redemption Date<br><u>(August 1)</u> | Principal Amount<br><u>to be Redeemed</u> |
|---|---|
|---|---|

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†Maturity



## EXHIBIT C

### FORM OF PAYING AGENT AGREEMENT

THIS PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT (this "Agreement"), is entered into as of \_\_\_\_\_, 2015, by and between the PITTSBURG UNIFIED SCHOOL DISTRICT (the "District") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the "Bank"), relating to the \$\_\_\_\_\_ Pittsburg Unified School District (Contra Costa County, California) 2015 General Obligation Refunding Bonds (the "Bonds"). The District hereby appoints the Bank to act as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds.

#### RECITALS

WHEREAS, the District has duly authorized and provided for the issuance of the Bonds as fully registered bonds without coupons;

WHEREAS, the District will ensure all things necessary to make the Bonds the valid obligations of the District, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the District and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Bond Registrar for the Bonds;

WHEREAS, the District and the Bank also wish to provide the terms under which the Bank will act as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds; and

WHEREAS, the District has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

#### ARTICLE ONE

##### DEFINITIONS

###### Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

*"Bank"* means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America.

*"Bond Register"* means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

*"Bond Registrar"* means the Bank when it is performing the function of registrar for the Bonds.

*"Bond Resolution"* means the resolution of the District pursuant to which the Bonds were issued.



*"Bond" or "Bonds"* means any one or all of the \$\_\_\_\_\_ Pittsburg Unified School District (Contra Costa County, California) 2015 General Obligation Refunding Bonds.

*"Custodian and Disbursing Agent"* means the Bank when it is performing the function of custodian and disbursing agent for the payment of costs of issuance relating to the Bonds.

*"District"* means Pittsburg Unified School District.

*"District Request"* means a written request signed in the name of the District and delivered to the Bank.

*"Fiscal Year"* means the fiscal year of the District ending on June 30 of each year.

*"Paying Agent"* means the Bank when it is performing the function of paying agent for the Bonds.

*"Person"* means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

*"Registered Owner"* means a Person in whose name a Bond is registered in the Bond Register.

*"Stated Maturity"* when used with respect to any Bond means the date specified in the Bond Resolution as the date on which the principal of such Bond is due and payable.

*"Transfer Agent"* means the Bank when it is performing the function of transfer agent for the Bonds.

*"Underwriter"* means George K. Baum & Company.

## ARTICLE TWO

### APPOINTMENT OF BANK AS PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR AND CUSTODIAN AND DISBURSING AGENT

Section 2.01. Appointment and Acceptance. The District hereby appoints the Bank to act as Paying Agent and Transfer Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement and the Bond Resolution, the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The District hereby appoints the Bank as Bond Registrar with respect to the Bonds. As Bond Registrar, the Bank shall keep and maintain for and on behalf of the District, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein and in the Bond Resolution.

The District hereby appoints the Bank as Custodian and Disbursing Agent.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent, Transfer Agent, Bond Registrar and Custodian and Disbursing Agent.

Section 2.02. Compensation. As compensation for the Bank's services as Paying Agent and Bond Registrar, the District hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the District and the Bank.

In addition, the District agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with

investigating and defending itself against any claim or liability in connection with its performance hereunder.

### ARTICLE THREE

#### PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the District, shall pay on behalf of the District the principal of, and interest on each Bond in accordance with the debt service schedule attached hereto as Exhibit A.

Section 3.02. Payment Dates. The District hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond Resolution.

### ARTICLE FOUR

#### BOND REGISTRAR

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the District as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Bond Registrar. The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. The Bond Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds. The District shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Bank as Bond Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Reports. The District may request the information in the Bond Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing and to convert the information into written form.

The Bank will not release or disclose the content of the Bond Register to any person other than to the District at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Bank will notify the District.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The District may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District upon its written request.

## ARTICLE FIVE

### CUSTODIAN AND DISBURSING AGENT

Section 5.01. Receipt of Moneys. The Custodian and Disbursing Agent has received, from the Underwriter, the sum of \$\_\_\_\_\_. Of such amount, (a) \$\_\_\_\_\_ has been transferred to The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank") to be applied to the defeasance of a portion of the outstanding Pittsburg Unified School District General Obligation Bonds, Election of 2004, Series B, (b) \$\_\_\_\_\_ has been transferred to the Escrow Bank to be applied to the defeasance of the outstanding Pittsburg Unified School District General Obligation Bonds, Election of 2006, Series B, and (c) the remaining \$\_\_\_\_\_ has been deposited in a special account to be held and maintained by the Custodian and Disbursing Agent in the name of the District (the "Costs of Issuance Account").

Section 5.02. Investment. The Custodian and Disbursing Agent will hold funds in the Costs of Issuance Account until August 19, 2015, or upon prior written order of the District. The Custodian and Disbursing Agent shall have no obligation to invest and reinvest any cash held by it hereunder in the absence of timely and specific written investment direction from the District. In no event shall the Custodian and Disbursing Agent be liable for the selection of investments or for investment losses incurred thereon.

Section 5.03. Payment of Costs of Issuance. The Custodian and Disbursing Agent will pay costs of issuance of the Bonds as directed by the District from time to time via a written requisition of the District.

Section 5.04. Transfer of Remaining Amounts. Any balances remaining in the Costs of Issuance Account (including any earnings) on August 19, 2015, will be transferred to the Contra Costa County Treasurer-Tax Collector for deposit in the Debt Service Fund maintained for the District.

Section 5.05. Limited Liability. The liability of the Custodian and Disbursing Agent as custodian and disbursing agent is limited to the duties listed above. The Custodian and Disbursing Agent will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement.

## ARTICLE SIX

### THE BANK

Section 6.01. Duties of the Bank. The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 6.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the District.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

(g) The Paying Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; terrorism; military disturbances; sabotage; epidemic; riots; interruptions; loss or malfunctions of utilities; computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that Paying Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(h) The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the District shall provide to the Paying Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the District elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 6.03. Recitals of District. The recitals contained in the Bond Resolution and the Bonds shall be taken as the statements of the District, and the Bank assumes no responsibility for their correctness.

Section 6.04. May Own Bonds. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 6.05. Money Held by the Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed for two years after such deposit will be paid by the Bank to the District, and the District and the Bank agree that the Registered

Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 6.06. Other Transactions. The Bank may engage in or be interested in any financial or other transaction with the District.

Section 6.07. Interpleader. The District and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 6.08. Indemnification. To the extent permitted by law, the District shall indemnify the Bank, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder or under the Bond Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Bank's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

## ARTICLE SEVEN

### MISCELLANEOUS PROVISIONS

Section 7.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 7.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 7.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Bank shall be mailed or delivered to the District or the Bank, respectively, at the address shown herein, or such other address as may have been given by one party to the other by fifteen (15) days written notice.

Section 7.04. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 7.05. Successors and Assigns. All covenants and agreements herein by the District and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 7.06. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 7.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 7.08. Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds.

Section 7.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.



Section 7.10. Term and Termination. This Agreement shall be effective from and after its date and until the Bank resigns or is removed in accordance with the Bond Resolution; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the District. If the Bank shall resign, be removed or become incapable of acting, the District shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the District for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation or removal of the Bank as Paying Agent and Bond Registrar, upon the written request of the District and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the District or its designee all funds and unauthenticated Bonds, and a copy of the Bond Register. The provisions of Section 2.02 and Section 6.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 7.11. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 7.12. Documents to be Filed with Bank. At the time of the Bank's appointment as Paying Agent and Bond Registrar, the District shall file with the Bank the following documents: (a) a certified copy of the Bond Resolution and a specimen Bond; (b) a copy of the opinion of bond counsel provided to the District in connection with the issuance of the Bonds; and (c) a District Request containing written instructions to the Bank with respect to the issuance and delivery of the Bonds, including the name of the Registered Owners and the denominations of the Bonds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PITTSBURG UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Enrique Palacios  
Deputy Superintendent

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Paying Agent

By \_\_\_\_\_  
Brian Jensen  
Associate

| Interest<br>Payment<br>Date | Principal | Interest | Total |
|-----------------------------|-----------|----------|-------|
|-----------------------------|-----------|----------|-------|

\_\_\_\_\_



## EXHIBIT D

### FORM OF 2004B BONDS ESCROW AGREEMENT

This Escrow Deposit and Trust Agreement (this "Escrow Deposit and Trust Agreement"), dated \_\_\_\_\_, 2015, is by and between the PITTSBURG UNIFIED SCHOOL DISTRICT, a school district duly created and existing pursuant to the laws of the State of California (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as escrow agent (the "Escrow Bank").

#### WITNESSETH:

WHEREAS, the District has heretofore caused the issuance of its Pittsburg Unified School District General Obligation Bonds, Election of 2004, Series B (the "2004B Bonds"), in the original principal amount of \$13,350,000, issued for authorized school purposes, of which \$11,725,000 principal amount remains outstanding;

WHEREAS, the 2004B Bonds were issued under and pursuant to a resolution of the Governing Board of the District, and a resolution of the Board of Supervisors of Contra Costa County (collectively, the "2004B Bond Resolution");

WHEREAS, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the District has determined that it is in the best interests of the District to provide for the payment of principal of and interest on the 2004B Bonds to and including August 1, 2016, and to redeem, on August 1, 2016, all 2004B Bonds then outstanding, and it is desirable to enter into this Escrow Deposit and Trust Agreement to do so;

WHEREAS, the Board, by resolution adopted on March 25, 2015 (the "Refunding Bond Resolution"), has authorized the issuance and sale of the District's \$\_\_\_\_\_ 2015 General Obligation Refunding Bonds (the "2015 Refunding Bonds"), and has determined to use a portion of the proceeds of the 2015 Refunding Bonds to provide for the redemption of the 2004B Bonds in full on August 1, 2016 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to such date (the "Redemption Price;");

WHEREAS, the District, in the Refunding Bond Resolution, has directed that a portion of the proceeds of the sale of the 2015 Refunding Bonds be deposited hereunder, and that such amount will be in an amount sufficient to provide for the payment and redemption of the 2004B Bonds as described above;

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Deposit and Trust Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

*Section 1. Discharge of Bonds.* The District hereby irrevocably elects to pay and discharge all indebtedness payable by the District under the 2004B Bond Resolution with respect to the 2004B Bonds, and to terminate all obligations of the District thereunder with respect thereto.

*Section 2. Escrow Fund.*

(a) There is hereby established a special fund, to be held in trust by the Escrow Bank for the benefit of the owners of the 2004B Bonds, to be known as the "Escrow Fund." Upon the issuance of the

2015 Refunding Bonds, there shall be deposited into the Escrow Fund an amount equal to \$\_\_\_\_\_ derived as follows:

- (i) \$\_\_\_\_\_ from the proceeds of the 2015 Refunding Bonds; and
- (ii) \$\_\_\_\_\_ from amounts allocated for the principal (\$\_\_\_\_\_) and interest (\$\_\_\_\_\_) with respect to the 2004B Bonds due on August 1, 2016.

(b) The Escrow Bank shall invest \$\_\_\_\_\_ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the Federal Securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$\_\_\_\_\_ in cash, uninvested. The Escrowed Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

If the Escrow Bank learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a SLGS subscription, the Escrow Bank shall promptly request alternative written investment instructions from the District with respect to escrowed funds which were to be invested in the Escrowed Federal Securities. The Escrow Bank shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Bank shall hold funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District the Escrow Bank shall not be responsible for the investment of such funds or interest thereon. The Escrow Bank may conclusively rely upon the District selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

(c) The Escrow Bank may rely upon the conclusion of Causey Demgen & Moore P.C., as contained in its opinion and accompanying schedules (the "Report") dated \_\_\_\_\_, 2015, that the Escrowed Federal Securities mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay and redeem the outstanding 2004B Bonds in full on the Redemption Date at the Redemption Price.

(d) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Deposit and Trust Agreement.

(e) Any money left on deposit in the Escrow Fund after payment in full of the 2004B Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the District.

### Section 3. Instructions as to Application of Deposit.

(a) The moneys deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Bank for the sole purpose of paying the principal of and interest on the 2004B Bonds to and including August 1, 2016, and redeeming the outstanding 2004B Bonds in full on the Redemption Date at the Redemption Price, all as set forth in Exhibit B attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, in its capacity as paying agent for the 2004B Bonds, is hereby requested, and the Escrow Bank, in its capacity as paying agent for the 2004B Bonds, hereby agrees to give notice of the defeasance of the 2004B Bonds in the form of defeasance notice attached hereto as Exhibit C.

(c) The Escrow Bank, in its capacity as paying agent for the 2004B Bonds is hereby requested, and the Escrow Bank, as paying agent for the 2004B Bonds, hereby agrees to give timely notice of the redemption of the 2004B Bonds on the Redemption Date in accordance with the applicable provisions of the 2004B Bond Resolution and the form of redemption notice attached hereto as Exhibit D.

Section 4. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the next succeeding interest payment date relating to the 2004B Bonds, in Federal Securities pursuant to written directions of the District; *provided, however*, that (a)

such written directions of the District shall be accompanied by (i) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund, together with the cash then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 3 hereof, and (ii) an opinion of nationally recognized bond counsel ("Bond Counsel") that investment in accordance with such directions will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the 2004B Bonds, and (b) if the District directs such investment or reinvestment to be made in United States Treasury Securities-State and Local Government Series, the District shall, at its cost, cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the District shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 4 and not required for the purposes set forth in Section 2, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be paid to the District.

*Section 5. Substitution or Withdrawal of Federal Securities.* The District may, at any time, direct the Escrow Bank in writing to substitute Federal Securities for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the District any portion of the Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by (a) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, together with the cash then on deposit in the Escrow Fund, shall be in an amount at all times at least sufficient to make the payments specified in Section 3 hereof; and (b) an opinion of Bond Counsel that the substitution or withdrawal will not affect, for Federal income tax purposes, the exclusion from gross income of interest on the 2004B Bonds. In the event that, following any such substitution of Federal Securities pursuant to this Section 5, there is an amount of moneys or Federal Securities in excess of an amount sufficient to make the payments required by Section 2 hereof, as indicated by such verification, such excess shall be paid to the District.

*Section 6. Compensation to Escrow Bank.* The District shall pay the Escrow Bank full compensation for its duties under this Escrow Deposit and Trust Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

*Section 7. Liabilities and Obligations of Escrow Bank.* The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Deposit and Trust Agreement unless the District shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the District or its agents relating to any matter or action as Escrow Bank under this Escrow Deposit and Trust Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Deposit and Trust Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of the uninvested moneys held hereunder to accomplish the purposes set forth herein, or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Deposit and Trust Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the District, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the uninvested moneys to accomplish the purposes set forth herein or to the validity of this Escrow Deposit and Trust Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no

liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Deposit and Trust Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Deposit and Trust Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Deposit and Trust Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the District. The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

Anything in this Escrow Deposit and Trust Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Deposit and Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents, servants, employees, directors and officers from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Deposit and Trust Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Deposit and Trust Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the District shall not be required to indemnify the Escrow Bank against its own negligence or misconduct. The indemnities contained in this Section 7 shall survive the termination of this Escrow Deposit and Trust Agreement or the resignation or removal of the Escrow Bank.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the District monthly cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.



No provision of this Escrow Deposit and Trust Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Bank may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Bank from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Bank and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor.

Section 8. Amendment. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2004B Bonds shall have been filed with the Escrow Bank. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the District, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, or (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2004B Bonds or the 2015 Refunding Bonds, and that such amendment will not cause interest on the 2004B Bonds or the 2015 Refunding Bonds to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Deposit and Trust Agreement, prior written notice thereof and draft copies of the applicable legal documents shall be provided by the District to each rating agency then rating the 2004B Bonds.

Section 9. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Deposit and Trust Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Deposit and Trust Agreement. Notice of any such invalidity or unenforceability shall be provided to each rating agency then rating the 2004B Bonds.

Section 10. Notice of Escrow Bank and District. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the corporate trust office of the Escrow Bank as specified by the Escrow Bank as paying agent for the 2004B Bonds in accordance with the provisions of the 2004B Bond Resolution. Any notice to or demand upon the District shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2004B Bond Resolution (or such other address as may have been filed in writing by the District with the Escrow Bank).

Section 11. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2004B Bond Resolution, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 12. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Escrow Bank in trust for the payment and discharge of the principal and interest with respect to the 2004B Bonds which remains unclaimed for two (2) years after the date when the payment of such principal and interest have become payable, if such moneys were held by the Escrow Bank at such

date, shall be repaid by the Escrow Bank (without liability for interest) to the District as its absolute property free from any trust, and the Escrow Bank shall thereupon be released and discharged with respect thereto and the owners of such 2004B Bonds shall look only to the District for the payment of the principal and interest with respect to such 2004B Bonds. Any right of the owner of any 2004B Bond to look to the District for such payment shall survive only so long as required under applicable law.

*Section 13. Business Days.* Whenever any act is required by this Escrow Deposit and Trust Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

*Section 14. Counterparts.* This Escrow Deposit and Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the District and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

*Section 15. Governing Law.* This Escrow Deposit and Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Deposit and Trust Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

PITTSBURG UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Enrique Palacios  
Deputy Superintendent

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Escrow Bank

By \_\_\_\_\_  
Brian Jensen  
Associate

**EXHIBIT A**

**SCHEDULE OF ESCROWED FEDERAL SECURITIES**

| <u>Type</u> | <u>Maturity</u> | <u>Coupon</u> | <u>Principal</u> | <u>Price</u> | <u>Cost</u> | <u>Accrued</u> | <u>Total</u> |
|-------------|-----------------|---------------|------------------|--------------|-------------|----------------|--------------|
|             | 08/01/15        |               |                  |              |             |                |              |
|             | 02/01/16        |               |                  |              |             |                |              |
|             | 08/01/16        |               |                  |              |             |                |              |

**EXHIBIT B****PAYMENT AND REDEMPTION SCHEDULE**

| Date     | Maturing<br>Principal | Called<br>Principal | Interest     | Redemption<br>Premium | Total<br>Payment |
|----------|-----------------------|---------------------|--------------|-----------------------|------------------|
| 08/01/15 | \$290,000             | —                   | \$267,960.63 | —                     | \$ 557,960.63    |
| 02/01/16 | —                     | —                   | 260,710.63   | —                     | 260,710.63       |
| 08/01/16 | 325,000               | \$11,110,000        | 260,710.63   | —                     | 11,695,710.63    |



## EXHIBIT C

### NOTICE OF DEFEASANCE

#### Pittsburg Unified School District General Obligation Bonds, Election of 2004, Series B

| <u>Maturity Date</u> | <u>Amount Defeased</u> | <u>Interest Rate</u> | <u>CUSIP No.</u> |
|----------------------|------------------------|----------------------|------------------|
| 8/1/15               | \$ 290,000             | 5.000%               | 724581 HW6       |
| 8/1/16               | 325,000                | 5.000                | 724581 HX4       |
| 8/1/17               | 365,000                | 4.000                | 724581 HY2       |
| 8/1/18               | 405,000                | 4.125                | 724581 HZ9       |
| 8/1/19               | 510,000                | 4.125                | 724581 JA2       |
| 8/1/20               | 560,000                | 4.250                | 724581 JB0       |
| 8/1/21               | 615,000                | 4.250                | 724581 JC8       |
| 8/1/22               | 675,000                | 5.000                | 724581 JD6       |
| 8/1/23               | 735,000                | 5.000                | 724581 JE4       |
| 8/1/24               | 800,000                | 4.400                | 724581 JF1       |
| 8/1/25               | 870,000                | 4.400                | 724581 JG9       |
| 8/1/26               | 940,000                | 4.400                | 724581 JH7       |
| 8/1/27               | 1,020,000              | 5.250                | 724581 JJ3       |
| 8/1/28               | 1,100,000              | 4.500                | 724581 JK0       |
| 8/1/29               | 1,190,000              | 4.500                | 724581 JL8       |
| 8/1/30               | 1,325,000              | 4.600                | 724581 JM6       |

NOTICE IS HEREBY GIVEN, on behalf of the Pittsburg Unified School District (the "District") to the owners of the outstanding General Obligation Bonds, Election of 2004, Series B (the "Bonds"), as described above, that pursuant to the resolution authorizing the issuance of the Bonds (the "Resolution"), the lien of the Resolution with respect to the Bonds has been discharged through the irrevocable deposit of cash and U.S. Treasury securities in an escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Deposit and Trust Agreement, dated \_\_\_\_\_, 2015, by and between the District and The Bank of New York Mellon Trust Company, N.A., as escrow agent. As a result of such deposit, the Bonds are deemed to have been paid and defeased in accordance with the Resolution. The pledge of the funds provided for under the Resolution and all other obligations of the District to the owners of the defeased Bonds shall hereafter be limited to the application of moneys in the Escrow Fund for the payment of the principal and interest with respect to the Bonds as the same become due and payable as described below.

As evidenced by the verification report delivered to the Escrow Bank, amounts deposited in the Escrow Fund are calculated to provide sufficient moneys to pay the principal of and interest on the Bonds to and including August 1, 2016, and to redeem the outstanding Bonds in full on August 1, 2016 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof. From and after the Redemption Date, interest with respect to the Bonds shall cease to accrue and be payable.

Dated: \_\_\_\_\_, 2015

THE BANK OF NEW YORK  
MELLON TRUST COMPANY,  
N.A., as Escrow Bank

# EXHIBIT D

## FORM OF REDEMPTION NOTICE

### NOTICE OF FULL/FINAL REDEMPTION OF

#### Pittsburg Unified School District General Obligation Bonds, Election of 2004, Series B

| <u>Dated Date</u> | <u>Maturity Date</u> | <u>Amount Refunded</u> | <u>Interest Rate</u> | <u>Redemption Premium</u> | <u>Redemption Price (1)</u> | <u>CUSIP No.</u> |
|-------------------|----------------------|------------------------|----------------------|---------------------------|-----------------------------|------------------|
| 6/22/06           | 8/1/17               | \$ 365,000             | 4.000%               | —                         | \$ 365,000                  | 724581 HY2       |
| 6/22/06           | 8/1/18               | 405,000                | 4.125                | —                         | 405,000                     | 724581 HZ9       |
| 6/22/06           | 8/1/19               | 510,000                | 4.125                | —                         | 510,000                     | 724581 JA2       |
| 6/22/06           | 8/1/20               | 560,000                | 4.250                | —                         | 560,000                     | 724581 JB0       |
| 6/22/06           | 8/1/21               | 615,000                | 4.250                | —                         | 615,000                     | 724581 JC8       |
| 6/22/06           | 8/1/22               | 675,000                | 5.000                | —                         | 675,000                     | 724581 JD6       |
| 6/22/06           | 8/1/23               | 735,000                | 5.000                | —                         | 735,000                     | 724581 JE4       |
| 6/22/06           | 8/1/24               | 800,000                | 4.400                | —                         | 800,000                     | 724581 JF1       |
| 6/22/06           | 8/1/25               | 870,000                | 4.400                | —                         | 870,000                     | 724581 JG9       |
| 6/22/06           | 8/1/26               | 940,000                | 4.400                | —                         | 940,000                     | 724581 JH7       |
| 6/22/06           | 8/1/27               | 1,020,000              | 5.250                | —                         | 1,020,000                   | 724581 JJ3       |
| 6/22/06           | 8/1/28               | 1,100,000              | 4.500                | —                         | 1,100,000                   | 724581 JK0       |
| 6/22/06           | 8/1/29               | 1,190,000              | 4.500                | —                         | 1,190,000                   | 724581 JL8       |
| 6/22/06           | 8/1/30               | 1,325,000              | 4.600                | —                         | 1,325,000                   | 724581 JM6       |

(1) Accrued interest to be added.

**NOTICE** is hereby given that the Pittsburg Unified School District (the "District") has called for redemption on August 1, 2016 (the "Redemption Date"), the outstanding Pittsburg Unified School District General Obligation Bonds, Election of 2004, Series B, as described above (the "Bonds"), at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price").

On the Redemption Date, the Redemption Price will become due and payable upon each Bond and interest with respect thereto shall cease to accrue from and after the Redemption Date.

Payment of principal will be made upon presentation on and after August 1, 2016, at the following addresses:

First Class/Registered/Certified  
**The Bank of New York Mellon**  
 Global Corporate Trust  
 P.O. Box 396  
 East Syracuse, NY 13057

Express Delivery Only  
**The Bank of New York Mellon**  
 Global Corporate Trust  
 111 Sanders Creek Parkway  
 East Syracuse, NY 13057

By Hand Only  
**The Bank of New York Mellon**  
 Global Corporate Trust  
 Corporate Trust Window  
 101 Barclay Street 1<sup>st</sup> Floor East  
 New York, NY 10286

Owners of Bonds presenting their certificates in person for the same day payment must surrender their certificate by 1:00 p.m. on the prepayment date and a check will be available for pickup after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed to the Bondholder by first class mail.

Interest with respect to the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

If payment of the Redemption Price is to be made to the registered owner of the Bond you are not required to endorse the Bond to collect the Redemption Price.

Under the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act") 28% will be withheld if tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

Neither the District nor The Bank of New York Mellon Trust Company, N.A., as paying agent shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Holders.

Dated: \_\_\_\_\_, 2015

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Paying  
Agent

## EXHIBIT E

### FORM OF 2006B BONDS ESCROW AGREEMENT

This Escrow Deposit and Trust Agreement (this "Escrow Deposit and Trust Agreement"), dated \_\_\_\_\_, 2015, is by and between the PITTSBURG UNIFIED SCHOOL DISTRICT, a school district duly created and existing pursuant to the laws of the State of California (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as escrow agent (the "Escrow Bank").

#### WITNESSETH:

WHEREAS, the District has heretofore caused the issuance of its Pittsburg Unified School District General Obligation Bonds, Election of 2006, Series B (the "2006B Bonds"), in the original principal amount of \$35,000,000, issued for authorized school purposes, of which \$32,960,000 principal amount remains outstanding;

WHEREAS, the 2006B Bonds were issued under and pursuant to a resolution of the Governing Board of the District, and a resolution of the Board of Supervisors of Contra Costa County (collectively, the "2006B Bond Resolution");

WHEREAS, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the District has determined that it is in the best interests of the District to provide for the payment of principal of and interest on the 2006B Bonds to and including August 1, 2018, and to redeem, on August 1, 2018, all 2006B Bonds then outstanding, and it is desirable to enter into this Escrow Deposit and Trust Agreement to do so;

WHEREAS, the Board, by resolution adopted on March 25, 2015 (the "Refunding Bond Resolution"), has authorized the issuance and sale of the District's \$\_\_\_\_\_ 2015 General Obligation Refunding Bonds (the "2015 Refunding Bonds"), and has determined to use a portion of the proceeds of the 2015 Refunding Bonds to provide for the redemption of the 2006B Bonds in full on August 1, 2018 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to such date (the "Redemption Price;");

WHEREAS, the District, in the Refunding Bond Resolution, has directed that a portion of the proceeds of the sale of the 2015 Refunding Bonds be deposited hereunder, and that such amount will be in an amount sufficient to provide for the payment and redemption of the 2006B Bonds as described above;

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Deposit and Trust Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

*Section 1. Discharge of Bonds.* The District hereby irrevocably elects to pay and discharge all indebtedness payable by the District under the 2006B Bond Resolution with respect to the 2006B Bonds, and to terminate all obligations of the District thereunder with respect thereto.

*Section 2. Escrow Fund.*

(a) There is hereby established a special fund, to be held in trust by the Escrow Bank for the benefit of the owners of the 2006B Bonds, to be known as the "Escrow Fund." Upon the issuance of the

2015 Refunding Bonds, there shall be deposited into the Escrow Fund an amount equal to \$\_\_\_\_\_ derived as follows:

- (i) \$\_\_\_\_\_ from the proceeds of the 2015 Refunding Bonds; and
- (ii) \$\_\_\_\_\_ from amounts allocated for the principal (\$\_\_\_\_\_) and interest (\$\_\_\_\_\_) with respect to the 2006B Bonds due on August 1, 2018.

(b) The Escrow Bank shall invest \$\_\_\_\_\_ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the Federal Securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$\_\_\_\_\_ in cash, uninvested. The Escrowed Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

If the Escrow Bank learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a SLGS subscription, the Escrow Bank shall promptly request alternative written investment instructions from the District with respect to escrowed funds which were to be invested in the Escrowed Federal Securities. The Escrow Bank shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Bank shall hold funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District the Escrow Bank shall not be responsible for the investment of such funds or interest thereon. The Escrow Bank may conclusively rely upon the District selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

(c) The Escrow Bank may rely upon the conclusion of Causey Demgen & Moore P.C., as contained in its opinion and accompanying schedules (the "Report") dated \_\_\_\_\_, 2015, that the Escrowed Federal Securities mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay and redeem the outstanding 2006B Bonds in full on the Redemption Date at the Redemption Price.

(d) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Deposit and Trust Agreement.

(e) Any money left on deposit in the Escrow Fund after payment in full of the 2006B Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the District.

### Section 3. Instructions as to Application of Deposit.

(a) The moneys deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Bank for the sole purpose of paying the principal of and interest on the 2006B Bonds to and including August 1, 2018, and redeeming the outstanding 2006B Bonds in full on the Redemption Date at the Redemption Price, all as set forth in Exhibit B attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, in its capacity as paying agent for the 2006B Bonds, is hereby requested, and the Escrow Bank, in its capacity as paying agent for the 2006B Bonds, hereby agrees to give notice of the defeasance of the 2006B Bonds in the form of defeasance notice attached hereto as Exhibit C.

(c) The Escrow Bank, in its capacity as paying agent for the 2006B Bonds is hereby requested, and the Escrow Bank, as paying agent for the 2006B Bonds, hereby agrees to give timely notice of the redemption of the 2006B Bonds on the Redemption Date in accordance with the applicable provisions of the 2006B Bond Resolution and the form of redemption notice attached hereto as Exhibit D.

Section 4. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the next succeeding interest payment date relating to the 2006B Bonds, in Federal Securities pursuant to written directions of the District; *provided, however*, that (a)

such written directions of the District shall be accompanied by (i) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund, together with the cash then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 3 hereof, and (ii) an opinion of nationally recognized bond counsel ("Bond Counsel") that investment in accordance with such directions will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the 2006B Bonds, and (b) if the District directs such investment or reinvestment to be made in United States Treasury Securities-State and Local Government Series, the District shall, at its cost, cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the District shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 4 and not required for the purposes set forth in Section 2, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be paid to the District.

*Section 5. Substitution or Withdrawal of Federal Securities.* The District may, at any time, direct the Escrow Bank in writing to substitute Federal Securities for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the District any portion of the Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by (a) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, together with the cash then on deposit in the Escrow Fund, shall be in an amount at all times at least sufficient to make the payments specified in Section 3 hereof; and (b) an opinion of Bond Counsel that the substitution or withdrawal will not affect, for Federal income tax purposes, the exclusion from gross income of interest on the 2006B Bonds. In the event that, following any such substitution of Federal Securities pursuant to this Section 5, there is an amount of moneys or Federal Securities in excess of an amount sufficient to make the payments required by Section 2 hereof, as indicated by such verification, such excess shall be paid to the District.

*Section 6. Compensation to Escrow Bank.* The District shall pay the Escrow Bank full compensation for its duties under this Escrow Deposit and Trust Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

*Section 7. Liabilities and Obligations of Escrow Bank.* The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Deposit and Trust Agreement unless the District shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the District or its agents relating to any matter or action as Escrow Bank under this Escrow Deposit and Trust Agreement.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Deposit and Trust Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of the uninvested moneys held hereunder to accomplish the purposes set forth herein, or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Deposit and Trust Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the District, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the uninvested moneys to accomplish the purposes set forth herein or to the validity of this Escrow Deposit and Trust Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no



liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Deposit and Trust Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Deposit and Trust Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Deposit and Trust Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the District. The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

Anything in this Escrow Deposit and Trust Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Deposit and Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents, servants, employees, directors and officers from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Deposit and Trust Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Deposit and Trust Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the District shall not be required to indemnify the Escrow Bank against its own negligence or misconduct. The indemnities contained in this Section 7 shall survive the termination of this Escrow Deposit and Trust Agreement or the resignation or removal of the Escrow Bank.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the District monthly cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.

No provision of this Escrow Deposit and Trust Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Bank may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Bank from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Bank and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor.

Section 8. Amendment. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2006B Bonds shall have been filed with the Escrow Bank. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the District, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, or (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2006B Bonds or the 2015 Refunding Bonds, and that such amendment will not cause interest on the 2006B Bonds or the 2015 Refunding Bonds to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Deposit and Trust Agreement, prior written notice thereof and draft copies of the applicable legal documents shall be provided by the District to each rating agency then rating the 2006B Bonds.

Section 9. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Deposit and Trust Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Deposit and Trust Agreement. Notice of any such invalidity or unenforceability shall be provided to each rating agency then rating the 2006B Bonds.

Section 10. Notice of Escrow Bank and District. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the corporate trust office of the Escrow Bank as specified by the Escrow Bank as paying agent for the 2006B Bonds in accordance with the provisions of the 2006B Bond Resolution. Any notice to or demand upon the District shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2006B Bond Resolution (or such other address as may have been filed in writing by the District with the Escrow Bank).

Section 11. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2006B Bond Resolution, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 12. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Escrow Bank in trust for the payment and discharge of the principal and interest with respect to the 2006B Bonds which remains unclaimed for two (2) years after the date when the payment of such principal and interest have become payable, if such moneys were held by the Escrow Bank at such



date, shall be repaid by the Escrow Bank (without liability for interest) to the District as its absolute property free from any trust, and the Escrow Bank shall thereupon be released and discharged with respect thereto and the owners of such 2006B Bonds shall look only to the District for the payment of the principal and interest with respect to such 2006B Bonds. Any right of the owner of any 2006B Bond to look to the District for such payment shall survive only so long as required under applicable law.

*Section 13. Business Days.* Whenever any act is required by this Escrow Deposit and Trust Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

*Section 14. Counterparts.* This Escrow Deposit and Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the District and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

*Section 15. Governing Law.* This Escrow Deposit and Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Deposit and Trust Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

PITTSBURG UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Enrique Palacios  
Deputy Superintendent

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Escrow Bank

By \_\_\_\_\_  
Brian Jensen  
Associate

**EXHIBIT A**

**SCHEDULE OF ESCROWED FEDERAL SECURITIES**

| <u>Type</u> | <u>Maturity</u> | <u>Coupon</u> | <u>Principal</u> | <u>Price</u> | <u>Cost</u> | <u>Accrued</u> | <u>Total</u> |
|-------------|-----------------|---------------|------------------|--------------|-------------|----------------|--------------|
|             | 08/01/15        |               |                  |              |             |                |              |
|             | 02/01/16        |               |                  |              |             |                |              |
|             | 08/01/16        |               |                  |              |             |                |              |
|             | 02/01/17        |               |                  |              |             |                |              |
|             | 08/01/17        |               |                  |              |             |                |              |
|             | 02/01/18        |               |                  |              |             |                |              |
|             | 08/01/18        |               |                  |              |             |                |              |

**EXHIBIT B**  
**PAYMENT AND REDEMPTION SCHEDULE**

| Date     | Maturing<br>Principal | Called<br>Principal | Interest     | Redemption<br>Premium | Total<br>Payment |
|----------|-----------------------|---------------------|--------------|-----------------------|------------------|
| 08/01/15 | \$520,000             | —                   | \$876,075.00 | —                     | \$ 1,396,075.00  |
| 02/01/16 | —                     | —                   | 865,675.00   | —                     | 865,675.00       |
| 08/01/16 | 555,000               | —                   | 865,675.00   | —                     | 1,420,675.00     |
| 02/01/17 | —                     | —                   | 854,575.00   | —                     | 854,575.00       |
| 08/01/17 | 570,000               | —                   | 854,575.00   | —                     | 1,424,575.00     |
| 02/01/18 | —                     | —                   | 843,175.00   | —                     | 843,175.00       |
| 08/01/18 | 605,000               | \$30,710,000        | 843,175.00   | —                     | 32,158,175.00    |

EXHIBIT C

NOTICE OF DEFEASANCE

Pittsburg Unified School District  
General Obligation Bonds, Election of 2006, Series B

| <u>Maturity Date</u> | <u>Amount Defeased</u> | <u>Interest Rate</u> | <u>CUSIP No.</u> |
|----------------------|------------------------|----------------------|------------------|
| 8/1/15               | \$ 520,000             | 4.000%               | 724581 KU6       |
| 8/1/16               | 555,000                | 4.000                | 724581 KV4       |
| 8/1/17               | 570,000                | 4.000                | 724581 KW2       |
| 8/1/18               | 605,000                | 5.000                | 724581 KX0       |
| 8/1/19               | 665,000                | 5.000                | 724581 KY8       |
| 8/1/20               | 700,000                | 5.000                | 724581 KZ5       |
| 8/1/21               | 730,000                | 5.000                | 724581 LA9       |
| 8/1/22               | 770,000                | 5.000                | 724581 LB7       |
| 8/1/23               | 810,000                | 4.250                | 724581 LC5       |
| 8/1/24               | 845,000                | 4.375                | 724581 LD3       |
| 8/1/25               | 880,000                | 4.500                | 724581 LE1       |
| 8/1/26               | 920,000                | 4.750                | 724581 LF8       |
| 8/1/31               | 5,370,000              | 5.500                | 724581 LJ0       |
| 8/1/34               | 5,655,000              | 5.500                | 724581 LK7       |
| 8/1/39               | 13,365,000             | 5.625                | 724581 LL5       |

NOTICE IS HEREBY GIVEN, on behalf of the Pittsburg Unified School District (the "District") to the owners of the outstanding General Obligation Bonds, Election of 2006, Series B (the "Bonds"), as described above, that pursuant to the resolution authorizing the issuance of the Bonds (the "Resolution"), the lien of the Resolution with respect to the Bonds has been discharged through the irrevocable deposit of cash and U.S. Treasury securities in an escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Deposit and Trust Agreement, dated \_\_\_\_\_, 2015, by and between the District and The Bank of New York Mellon Trust Company, N.A., as escrow agent. As a result of such deposit, the Bonds are deemed to have been paid and defeased in accordance with the Resolution. The pledge of the funds provided for under the Resolution and all other obligations of the District to the owners of the defeased Bonds shall hereafter be limited to the application of moneys in the Escrow Fund for the payment of the principal and interest with respect to the Bonds as the same become due and payable as described below.

As evidenced by the verification report delivered to the Escrow Bank, amounts deposited in the Escrow Fund are calculated to provide sufficient moneys to pay the principal of and interest on the Bonds to and including August 1, 2018, and to redeem the outstanding Bonds in full on August 1, 2018 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof. From and after the Redemption Date, interest with respect to the Bonds shall cease to accrue and be payable.

Dated: \_\_\_\_\_, 2015

THE BANK OF NEW YORK  
MELLON TRUST COMPANY,  
N.A., as Escrow Bank

## EXHIBIT D

### FORM OF REDEMPTION NOTICE

#### NOTICE OF FULL/FINAL REDEMPTION OF

#### Pittsburg Unified School District General Obligation Bonds, Election of 2006, Series B

|         | <u>Maturity<br/>Date</u> | <u>Amount<br/>Refunded</u> | <u>Interest<br/>Rate</u> | <u>Redemption<br/>Premium</u> | <u>Redemption<br/>Price (1)</u> | <u>CUSIP No.</u> |
|---------|--------------------------|----------------------------|--------------------------|-------------------------------|---------------------------------|------------------|
| 5/27/09 | 8/1/19                   | \$ 665,000                 | 5.000%                   | —                             | \$ 665,000                      | 724581 KY8       |
| 5/27/09 | 8/1/20                   | 700,000                    | 5.000                    | —                             | 700,000                         | 724581 KZ5       |
| 5/27/09 | 8/1/21                   | 730,000                    | 5.000                    | —                             | 730,000                         | 724581 LA9       |
| 5/27/09 | 8/1/22                   | 770,000                    | 5.000                    | —                             | 770,000                         | 724581 LB7       |
| 5/27/09 | 8/1/23                   | 810,000                    | 4.250                    | —                             | 810,000                         | 724581 LC5       |
| 5/27/09 | 8/1/24                   | 845,000                    | 4.375                    | —                             | 845,000                         | 724581 LD3       |
| 5/27/09 | 8/1/25                   | 880,000                    | 4.500                    | —                             | 880,000                         | 724581 LE1       |
| 5/27/09 | 8/1/26                   | 920,000                    | 4.750                    | —                             | 920,000                         | 724581 LF8       |
| 5/27/09 | 8/1/31                   | 5,370,000                  | 5.500                    | —                             | 5,370,000                       | 724581 LJ0       |
| 5/27/09 | 8/1/34                   | 5,655,000                  | 5.500                    | —                             | 5,655,000                       | 724581 LK7       |
| 5/27/09 | 8/1/39                   | 13,365,000                 | 5.625                    | —                             | 13,365,000                      | 724581 LL5       |

(1) Accrued interest to be added.

**NOTICE** is hereby given that the Pittsburg Unified School District (the "District") has called for redemption on August 1, 2018 (the "Redemption Date"), the outstanding Pittsburg Unified School District General Obligation Bonds, Election of 2006, Series B, as described above (the "Bonds"), at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price").

On the Redemption Date, the Redemption Price will become due and payable upon each Bond and interest with respect thereto shall cease to accrue from and after the Redemption Date.

Payment of principal will be made upon presentation on and after August 1, 2018, at the following addresses:

First Class/Registered/Certified  
**The Bank of New York Mellon**  
Global Corporate Trust  
P.O. Box 396  
East Syracuse, NY 13057

Express Delivery Only  
**The Bank of New York Mellon**  
Global Corporate Trust  
111 Sanders Creek Parkway  
East Syracuse, NY 13057

By Hand Only  
**The Bank of New York Mellon**  
Global Corporate Trust  
Corporate Trust Window  
101 Barclay Street 1<sup>st</sup> Floor East  
New York, NY 10286

Owners of Bonds presenting their certificates in person for the same day payment must surrender their certificate by 1:00 p.m. on the prepayment date and a check will be available for pickup after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed to the Bondholder by first class mail.

Interest with respect to the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

If payment of the Redemption Price is to be made to the registered owner of the Bond you are not required to endorse the Bond to collect the Redemption Price.

Under the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act") 28% will be withheld if tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

Neither the District nor The Bank of New York Mellon Trust Company, N.A., as paying agent shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Holders.

Dated: \_\_\_\_\_, 2015

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Paying  
Agent

## EXHIBIT F

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the PITTSBURG UNIFIED SCHOOL DISTRICT (the "District") in connection with the issuance by the District of its \$\_\_\_\_\_Pittsburg Unified School District (County of Contra Costa, California) 2015 General Obligation Refunding Bonds (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Board of Trustees of the District on March 25, 2015 (the "Resolution"). The District covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings when used in this Disclosure Certificate:

*"Annual Report"* shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

*"Beneficial Owner"* shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

*"Dissemination Agent"* shall mean the District or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation. In the absence of such a designation, the District shall act as the Dissemination Agent.

*"EMMA"* or *"Electronic Municipal Market Access"* means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

*"Listed Events"* shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

*"MSRB"* means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

*"Participating Underwriter"* shall mean the original underwriter of the Bonds, required to comply with the Rule in connection with offering of the Bonds.

*"Rule"* shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

#### Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report*. The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (which currently ends on June 30), commencing with the report for the 2014-15 Fiscal Year, which is due not later than March 31, 2016, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may

be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year.* If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than nine months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent.* Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b)) of this Section 3 for providing the Annual Report to EMMA, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the District.

(d) *Report of Non-Compliance.* If the District is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the District shall send a notice to EMMA substantially in the form attached hereto as Exhibit A. If the District is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send a notice to EMMA in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification.* The Dissemination Agent shall, if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Certificate, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the District for the preceding fiscal year, prepared in accordance generally accepted accounting principles. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited final statements of the District, the Annual Report shall also include financial and operating data with respect to the District for preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the official statement for the Bonds, as follows:

- (i) The District's approved budget for the then current fiscal year;
- (ii) Assessed value of taxable property in the District as shown on the recent equalized assessment role; and
- (iii) Property tax levies, collections and delinquencies for the District, for the most recent completed fiscal year.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on EMMA. The District shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the District shall provide such further information, if any, as may be



necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The District shall, or shall cause the Dissemination (if not the District) to, give notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (4) Substitution of credit or liquidity providers, or their failure to perform.
- (5) Defeasances.
- (6) Rating changes.
- (7) Tender offers.
- (8) Bankruptcy, insolvency, receivership or similar event of the obligated person.
- (9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(b) *Material Reportable Events.* The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) Non-payment related defaults.
- (2) Modifications to rights of security holders.
- (3) Bond calls.
- (4) The release, substitution, or sale of property securing repayment of the securities.
- (5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
- (6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(5) and (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Resolution.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent.* The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the District, the Dissemination Agent shall not be responsible in any manner

for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the District. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Certificate and has no liability to any person, including any Bondholder, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the District shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the District.

(b) *Compensation of Dissemination Agent.* The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the District from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the District, owners or Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any direction from the District or an opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the District. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

(c) *Responsibilities of Dissemination Agent.* In addition of the filing obligations of the Dissemination Agent set forth in Sections 3(e) and 5, the Dissemination Agent shall be obligated, and hereby agrees, to provide a request to the District to compile the information required for its Annual Report at least 30 days prior to the date such information is to be provided to the Dissemination Agent pursuant to subsection (c) of Section 3. The failure to provide or receive any such request shall not affect the obligations of the District under Section 3.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the District that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Certificate may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances.* If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date.* The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion.* The amendment or waiver either (i) is approved by the Bondholders in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Bondholders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the District shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and no implied covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have the same rights, privileges and immunities hereunder as are afforded to the Paying Agent under the Resolution. The obligations of the District under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: \_\_\_\_\_, 2015

PITTSBURG UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Enrique Palacios  
Deputy Superintendent

**EXHIBIT A**

**NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Pittsburg Unified School District

Name of Issue: \$\_\_\_\_\_ Pittsburg Unified School District (County of Contra Costa, California) 2015 General Obligation Refunding Bonds

Date of Issuance: \_\_\_\_\_, 2015

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated \_\_\_\_\_, 2015, furnished by the Issuer in connection with the Issue. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

PITTSBURG UNIFIED SCHOOL DISTRICT, as  
Dissemination Agent

By \_\_\_\_\_  
Title \_\_\_\_\_

cc: Paying Agent