

CALENDAR FOR THE BOARD OF SUPERVISORS  
**CONTRA COSTA COUNTY**  
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD  
**BOARD CHAMBERS, ADMINISTRATION BUILDING, 1025 ESCOBAR STREET**  
**MARTINEZ, CALIFORNIA 94553-1229**

**CANDACE ANDERSEN, CHAIR, 2ND DISTRICT**

**DIANE BURGIS, VICE CHAIR, 3RD DISTRICT**

**JOHN GIOIA, 1ST DISTRICT**

**KAREN MITCHOFF, 4TH DISTRICT**

**FEDERAL D. GLOVER, 5TH DISTRICT**

**MONICA NINO, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 655-2075**

**To slow the spread of COVID-19, the Health Officer's Shelter Order of December 16, 2020, prevents public gatherings ([Health Officer Order](#)). In lieu of a public gathering, the Board of Supervisors meeting will be accessible via television and live-streaming to all members of the public as permitted by the Governor's Executive Order N29-20. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at [www.contracosta.ca.gov](http://www.contracosta.ca.gov).**

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA MAY CALL IN DURING THE MEETING BY DIALING **888-251-2949** FOLLOWED BY THE ACCESS CODE **1672589#**. To indicate you wish to speak on an agenda item, please push "#2" on your phone.

All telephone callers will be limited to two (2) minutes apiece. The Board Chair may reduce the amount of time allotted per telephone caller at the beginning of each item or public comment period depending on the number of calls 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. Staff reports related to open session items on the agenda are also accessible on line at [www.contracosta.ca.gov](http://www.contracosta.ca.gov).

**AGENDA**  
**January 5, 2021**

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

Inspirational Thought- *"For last year's words belong to last year's language; and next year's words await another voice. To make an end is to make a beginning."* ~T.S. Eliot, poet

## 2021 REORGANIZATION OF THE BOARD OF SUPERVISORS

- Pledge of Allegiance - *Mickey Ganitch, WWII Navy Veteran and Pearl Harbor Survivor*
- National Anthem- *Liberty High School Choir, led by Laura Carreon, Director*
- Ceremonial swearing in of Supervisors Andersen, Burgis and Glover by *Congressman Mark DeSaulnier*. All Supervisors were sworn in earlier following Contra Costa County Health's COVID-19 stay-at-home orders
- Comments of the Outgoing Chair, *Supervisor Candace Andersen*
- Ceremonial swearing in of the 2021 Chair and Vice Chair by *Congressman Mark DeSaulnier*
- Presentation by the Incoming Chair, *Supervisor Diane Burgis* of a token of appreciation to the 2020 Chair, Supervisor Candace Andersen
- Comments of the Incoming Chair, *Supervisor Diane Burgis*
- Introduction of Staff and Comments of Board Members

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.127 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 at the January 19, 2021 Board meeting.**

### **DISCUSSION ITEMS**

- D.1** CONSIDER approving recommendations for Board Member and other appointments to local, regional and statewide committees, boards, and commissions; adopting Resolution No. 2021/19 amending the Master List of Board Member appointments; and approving the posting of Form 806 to the County website to report additional compensation that Board members receive when serving on committees, boards, and commissions of a public agency, special district, and joint powers agency or authority. (Supervisor Burgis)

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

D. 3 CONSIDER reports of Board members.

ADJOURN to the  
Virtual Reorganization Event via Zoom & CCTV

### **CONSENT ITEMS**

#### **Road and Transportation**

- C. 1** ADOPT Resolution No. 2021/20 to summarily vacate excess East Lane road right of way adjacent to Assessor's Parcel No. 193-111-006, Alamo area, as recommended by the Public Works Director. (100% Applicant Fees)

- C. 2 AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract in the amount of \$3,701,797 with Bay Cities Paving & Grading, Inc., for the Bailey Road/SR4 Interchange Pedestrian & Bicycle Improvement Project, Bay Point area. (79% Active Transportation Program Funds, 21% Local Road Funds)
- C. 3 ADOPT Traffic Resolution No. 2021/4499 to prohibit stopping, standing, or parking on a portion of Marsh Creek Road (Road No. 3971A), as recommended by the Public Works Director, Brentwood area. (No fiscal impact)

### **Engineering Services**

- C. 4 ADOPT Resolution No. 2021/17 accepting for recording purposes only, an Offer of Dedication for Trail Easement for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (No fiscal impact)
- C. 5 ADOPT Resolution No. 2021/1 accepting for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (No fiscal impact)
- C. 6 ADOPT Resolution No. 2021/2 accepting for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (No fiscal impact)
- C. 7 ADOPT Resolution No. 2021/3 accepting for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (No fiscal impact)

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

- C. 8 APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District or designee to execute, on behalf of the Contra Costa Clean Water Program, a contract with Larry Walker Associates, Inc., in an amount not to exceed \$300,000 for Countywide stormwater quality services necessary to comply with federal and state stormwater permit requirements issued under the National Pollutant Discharge Elimination System Permit, for the period January 5, 2021 through December 31, 2023, Countywide. (100% Stormwater Utility Assessment Funds)

- C. 9** As the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE the Lindsey Basin Finalization Tasks and Right of Way Transfer Project and take related actions under the California Environmental Quality Act, as recommended by the Chief Engineer, Antioch area. (100% Drainage Area 56 Funds)
- C. 10** RECEIVE and ACCEPT the 2020 Annual Report submitted by the Aviation Advisory Committee.
- C. 11** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an amendment to a license agreement dated December 14, 2010, with SFPP, L.P., to extend the agreement through December 31, 2030 for the purpose of maintaining SFPP, L.P.'s compliance with the San Francisco Bay Regional Water Quality Control Board requirements for remedial measures to mitigate off-site impacted ground water, Concord area. (100% Local Road Funds)
- C. 12** ACCEPT the Contra Costa County Flood Control and Water Conservation District Drainage Area Fee Program Annual Report for fiscal year 2019/20, as recommended by the Chief Engineer, Flood Control and Water Conservation District, Countywide. (No fiscal impact)
- C. 13** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute legal documents to convey up to 4.13 acres of unimproved property located on the west side of Osprey Court at Byron Airport to Urban Air Mobility, LLC for development for aviation purposes. (100% Airport Enterprise Fund)

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

- C. 14** DENY claims filed by Tracy Pachote and minor, Majid Ahmadi, Kenneth Collins, Rainfall Favalora, Arnulfo Rivera Jr., Matthew Rodriguez, and Sarah Tuning.
- C. 15** RECEIVE report concerning the final settlement of Kirt De Michiel vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$135,000 as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)
- C. 16** RECEIVE report concerning the final settlement of Victoria Cleveland vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$360,000 as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)

### **Honors & Proclamations**

- C. 17** ADOPT Resolution No. 2021/7 honoring Gerard Boulanger for his years of public service to Contra Costa County, as recommended by Supervisor Glover.
- C. 18** ADOPT Resolution No. 2021/8 honoring Noralea Gipner for her years of service to Contra Costa County, as recommended by Supervisor Glover.
- C. 19** ADOPT Resolution No. 2021/21 proclaiming January 2021 as Eligibility Workers' Month, as recommended by the Employment and Human Services Director.

### **Appointments & Resignations**

- C. 20** ACCEPT the resignation of George Cleveland, DECLARE vacant the Alternate Seat 1 of the El Sobrante Municipal Advisory Council; and DIRECT Clerk of the Board to post the vacancy; APPOINT George Cleveland to Appointee 6 seat of the El Sobrante Municipal Advisory Council, as recommended by Supervisor Gioia.
- C. 21** APPOINT Stacey Norman to the Community Representative - Central/South 2 seat and Liliana Gonzalez to the Public Agency - Central/South 2 seat on the Local Planning and Advisory Council for Early Care and Education, as recommended by the Family and Human Services Committee.
- C. 22** REAPPOINT Robert Lilley to the District V seat of the Assessment Appeals Board, as recommended by Supervisor Glover.
- C. 23** APPOINT Princess Robinson to the Unincorporated Seat 4 on the North Richmond Municipal Advisory Council, as recommended by Supervisor Gioia.
- C. 24** ACCEPT the resignation of Dale Roberts, DECLARE vacant the District 1 seat on the Aviation Advisory Committee, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Gioia.
- C. 25** APPOINT Linda Kralik and William Lipsin to County Service Area, P-2A Citizens Advisory Committee, as recommended by Supervisor Burgis.
- C. 26** DECLARE vacant the District 3 seat on the Family & Children's Trust Committee, as recommended by Supervisor Burgis.
- C. 27** REAPPOINT Bob Mankin to the Discovery Bay P-6 Citizen Advisory Committee, as recommended by Supervisor Burgis.

- C. 28** REAPPOINT Mark Whitlock, Pam Allen, Rob Brunham, Philip Kammerer, and Belinda Bittner to the Bethel Island Municipal Advisory Council, as recommended by Supervisor Burgis.
- C. 29** REAPPOINT Linda Thuman, Father Ron Schmit, Steve Larsen, Dennis Lopez, and Mike Nisen to the Byron Municipal Advisory Council, as recommended by Supervisor Burgis.
- C. 30** APPOINT Kim Carone, Andrew Steudle, Karen Reyna, and Maria Jehs to the Knightsen Town Advisory Council, as recommended by Supervisor Burgis.
- C. 31** REAPPOINT Michael Daugelli to the Member 2 Alternate seat on the Tri-Delta Transit Authority Board of Directors, as recommended by Supervisor Burgis.
- C. 32** REAPPOINT Glenn Umont to the District 2 seat of the Countywide Bicycle Advisory Committee, as recommended by Supervisor Andersen.
- C. 33** APPOINT Mary Flott to the District II seat from the At-Large 1 seat on the Family and Children's Trust Committee, and DIRECT the Clerk of the Board to post the At-Large 1 seat vacancy, as recommended by Supervisor Andersen.
- C. 34** APPOINT Vidya Iyengar to the District II Alternate seat of the First 5 Children and Families Commission, as recommended by Supervisor Andersen.
- C. 35** ACCEPT the resignation of John Roe, DECLARE a vacancy in the District II seat on the In-Home Supportive Services Public Authority Advisory Committee, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen.
- C. 36** APPOINT Jinwei Zhang to Alternate Seat 1 of the East Richmond Heights Municipal Advisory Council, as recommended by Supervisor Gioia.
- C. 37** APPOINT Stephanie Dyer to Alternate Seat 2 of the East Richmond Heights Municipal Advisory Council, as recommended by Supervisor Gioia.
- C. 38** REAPPOINT Bill Pinkham to the District 1 seat on the Countywide Bicycle Advisory Committee, as recommended by Supervisor Gioia.
- C. 39** APPOINT Susan Hildreth to the District II seat on the Contra Costa County Library Commission, as recommended by Supervisor Andersen.
- C. 40** REAPPOINT Jason Dudum to the Appointee 6 seat on the County Service Area P-5 Citizens Advisory Committee, as recommended by Supervisor Andersen.

- C. 41** ACCEPT the resignation of Mike Flanagan, DECLARE vacant Seat 2 on the Pacheco Municipal Advisory Council and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Glover.
- C. 42** REAPPOINT individuals to the Pacheco Municipal Advisory Council, as recommended by Supervisor Glover.
- C. 43** REAPPOINT members of the Bay Point Municipal Advisory Council, as recommended by Supervisor Glover.
- C. 44** REAPPOINT individuals to the Rodeo Municipal Advisory Council, as recommended by Supervisor Glover.
- C. 45** REAPPOINT members to the Keller Canyon Mitigation Trust Fund Committee, as recommended by Supervisor Glover.
- C. 46** REAPPOINT members to the Crockett-Carquinez Fire Protection District Advisory Commission, as recommended by Supervisor Glover.

### **Intergovernmental Relations**

- C. 47** ADOPT Resolution No. 2021/23 authorizing participation in the California No Place Like Home program with one or more development sponsors for loans not to exceed \$20 million per project to finance a portion of an affordable permanent supportive housing project located in Contra Costa County for persons with serious mental illness who are homeless, chronically homeless or at-risk of chronic homelessness, as recommended by the Health Services Director. (100% State)

### **Personnel Actions**

- C. 48** ADOPT Position Adjustment Resolution No. 25662 to add one Account Clerk Supervisor (represented) position; and cancel one Administrative Services Assistant III (represented) position in the Office of the Sheriff. (Cost savings)
- C. 49** ADOPT Position Adjustment Resolution No. 25671 to cancel one Substance Abuse Counselor (represented) position and add one Substance Abuse Program Supervisor (represented) position in the Health Services Department. (50% Realignment, 50% Substance Abuse Block Grant)
- C. 50** ADOPT Position Adjustment Resolution No. 25672 to cancel one Public Health Program Specialist II (represented) position and add one Administrative Services Assistant III (represented) position in the Health Services Department. (Cost savings)

- C. 51** ADOPT Position Adjustment Resolution No. 25664 to add one Administrative Services Assistant III (represented) position in the Probation Department. (100% State Revenue)
- C. 52** ADOPT Position Adjustment Resolution No. 25667 to add one Probation Manager (Unrepresented) position in the Probation Department. (100% State Revenue)
- C. 53** ADOPT Position Adjustment Resolution No. 25674 to increase the hours of one part-time Pediatrician Hospitalist-Exempt (represented) position from part time (35/40) to full time (40/40) in the Health Services Department. (100% Hospital Enterprise Fund I)

### **Grants & Contracts**

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

- C. 54** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Health Care Foundation, to pay the County an amount not to exceed \$50,000 for the Connected Care Accelerator - Infrastructure and Spread Track Project to build the Department's telehealth infrastructure for the period January 5, 2021 through September 30, 2021. (No County match)
- C. 55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the Regents of the University of California, on behalf of its San Francisco Campus, to increase the amount payable to the County by \$89,500 to a new amount not to exceed \$243,250 and to extend the term from August 31, 2020 through August 31, 2021 to continue providing online training, experiential activities and mentorship to health professional students for the Area Health Education Center Scholars Program. (\$117,210 County match)
- C. 56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the County of Alameda, to pay County an amount not to exceed \$1,866,269 for coordination of essential services to Contra Costa County residents with HIV disease and their families for the period March 1, 2020 through February 28, 2021. (No County match)
- C. 57** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mt. Diablo Unified School District, to pay County an amount not to exceed \$6,500 for the Outreach Tuberculosis Testing Program for Mt. Diablo Unified School District employees for the period November 15, 2020 through June 30, 2021. (No County match)

- C. 58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the County of Alameda, to pay County an amount not to exceed \$63,617 for the Ryan White HIV/AIDS Program Part A Covid-19 Response for emergency food and financial assistance to Contra Costa County residents with HIV disease for the period April 1, 2020 through March 31, 2021. (No County match)
- C. 59** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the Pittsburg Unified School District, to increase the amount payable to the County by \$150,000, to a new amount not to exceed \$304,500, to provide additional mental health intervention services for agency-designated severely emotionally disturbed Special Education students for the period July 1, 2020 through June 30, 2021. (No County match)
- C. 60** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with California Department of Community Services and Development in an amount not to exceed \$876,852 to provide Community Services Block Grant funded self-sufficiency programs for the period January 1, 2021 through May 31, 2022. (100% Federal) (No County match)
- C. 61** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept grant funding in the amount of \$194,600 from Contra Costa County Office of Education for Quality Matters programs for the period October 1, 2020 through June 30, 2021. (No County match)
- C. 62** APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the Department of Health Care Services, Children Medical Services, to pay the County an amount not to exceed \$820,150 for the Child Health and Disability Prevention, Health Care Program for children in foster care including psychotropic medication management and monitoring oversight activities for the period July 1, 2020 through June 30, 2021. (\$375,394 County match)
- C. 63** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kaiser Permanente, Community Benefit Program, to pay the County an amount not to exceed \$95,000 for the Built for Zero Accelerator Project to reduce unsheltered homelessness in Contra Costa County for the period January 1 through December 31, 2021. (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. 64** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Blue Tree Network, Inc., in an amount not to exceed \$2,500,000 to provide consulting, technical support and training to the Health Services Information Systems Unit for the period January 1, 2021 through December 31, 2023. (100% Hospital Enterprise Fund I)
- C. 65** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Atredis Partners, LLC, in an amount not to exceed \$486,000 to provide consultation and technical assistance with regard to security and compliance with Health Insurance Portability and Accountability Act for the period December 1, 2020 through December 31, 2023. (100% Hospital Enterprise Fund I)
- C. 66** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with GradeTech Inc., in an amount not to exceed \$750,000 to provide on-call pavement maintenance and repair services at various County sites and facilities, for the period February 1, 2021 through January 31, 2024, Countywide. (100% General Fund)
- C. 67** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with DRT Grading & Paving, Inc., in an amount not to exceed \$750,000 to provide on-call pavement maintenance and repair services at various County sites and facilities, for the period February 1, 2021 through January 31, 2024, Countywide. (100% General Fund)
- C. 68** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with A. Teichert & Son Inc. (dba Teichert Construction), in an amount not to exceed \$750,000 to provide on-call pavement maintenance and repair services at various County sites and facilities, for the period February 1, 2021 through January 31, 2024, Countywide. (100% General Fund)
- C. 69** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Amara Hospice, LLC (dba Bridge Hospice Bay Area), in an amount not to exceed \$1,500,000 to provide hospice services for Contra Costa Health Plan members for the period January 1 through December 31, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 70** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Michael Levin, M.D., in an amount not to exceed \$285,496 to provide outpatient psychiatric services at the Central County Adult Mental Health Clinic, and to provide expert testimony in Lanterman Petris Short conservatorship trials for the period January 1 through December 31, 2021. (100% Mental Health Realignment)

- C. 71** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Interim County Librarian, a purchase order with Baker & Taylor in an amount not to exceed \$352,798 for book rental for the Contra Costa County Library, for the period January 1 through December 31, 2021. (100% Library Fund)
- C. 72** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with Cardno, Inc., in an amount not to exceed \$343,879 for the preparation of an Environmental Impact Report for the Phillips 66 Rodeo Renewed Project located in the Phillips 66 Refinery in the Rodeo area, for the period January 6, 2021 through July 5, 2022. (100% Applicant fees)
- C. 73** APPROVE and AUTHORIZE the County Counsel, or designee, to execute on behalf of the County, a contract with Baker & O'Brien, Inc., in an amount not to exceed \$700,000 to provide refining industry analyses in connection with refinery property tax appeals, for the period January 1 through December 31, 2021, as recommended by the County Counsel. (100% General Fund)
- C. 74** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Yaron Friedman, M.D., Inc., in an amount not to exceed \$3,000,000 to provide obstetrics and gynecology services for Contra Costa Health Plan members for the period January 1, 2021 through December 31, 2023. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 75** APPROVE and AUTHORIZE the Sheriff – Coroner, or designee, to execute a contract with AT&T Corp., in the amount not to exceed \$335,920 to provide network support and training to the Office of the Sheriff's Technical Services Division for period January 1 through December 31, 2021. (100% General Fund)
- C. 76** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Hobbs Investments, Inc., in an amount not to exceed \$375,000 to provide transportation and courier services including pick up, transport, and delivery of laboratory specimens, transmittals, pharmacy medications and other items to and from County utilized facilities for the period February 1, 2021 through January 31, 2022. (100% Hospital Enterprise Fund I)
- C. 77** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Valerie Keim, MFT, in an amount not to exceed \$225,000 to provide outpatient psychotherapy services for Contra Costa Health Plan members for the period January 1, 2021 through December 31, 2023. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 78** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Thomas J. Mampalam, A Professional Corporation, in an amount not to exceed \$210,000 to provide neurosurgery services for Contra Costa Health Plan Members for the period January 1, 2021 through December 31, 2023. (100% Contra Costa Health Plan Enterprise Fund II)

- C. 79** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Insite Digestive Health Care in an amount not to exceed \$600,000 to provide gastroenterology and anesthesia services for Contra Costa Health Plan members for the period January 1, 2020 through December 31, 2023. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 80** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Center for Psychotherapy in an amount not to exceed \$344,740 to provide mental health services to seriously emotionally disturbed adolescents and children in East Contra Costa County for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$344,740. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C. 81** APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract amendment with SOE Software Corporation (dba ScytI), to extend the term from January 1, 2021 through December 31, 2023 and increase the payment limit by \$200,000 to a new payment limit of \$590,000, for web hosting and election night reporting. (100% General Fund)
- C. 82** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diablo Valley Perinatal Associates, Inc., in an amount not to exceed \$1,000,000 to provide perinatology services to Contra Costa Health Plan members for the period January 1, 2021 through December 31, 2022. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 83** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Child Therapy Institute of Marin in an amount not to exceed \$419,871 to provide mental health services for seriously emotionally disturbed children in East and West Contra Costa County for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$419,871. (50% Federal Medi-Cal; 50% Mental Health Realignment)
- C. 84** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Portia Bell Hume Behavioral Health and Training Center in an amount not to exceed \$1,745,199 to provide mental health services, including case management and crisis intervention to adults diagnosed with severe and persistent mental illness in Contra Costa County for the period from January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$1,745,199. (43% Federal Medi-Cal; 57% Mental Health Realignment)

- C. 85** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with We Care Services for Children in an amount not to exceed \$1,049,589 to provide mental health services for high-risk, delayed or severely emotionally disturbed children in Central Contra Costa County for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$1,049,589. (50% Federal Medi-Cal, 50% Mental Health Realignment)
- C. 86** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Contra Costa ARC in an amount not to exceed \$1,147,514 to provide wrap-around community-based mental health services to seriously emotionally disturbed and environmentally deprived children and their families in East Contra Costa County for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$1,147,514. (50% Federal Medi-Cal; 50% Mental Health Realignment)
- C. 87** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with PerformRx, LLC, in an amount not to exceed \$119,000,000 to provide pharmacy administration services for the Contra Costa Health Plan for the period January 1 through December 31, 2021. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 88** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Community Health for Asian Americans in an amount not to exceed \$907,061 to provide mental health services, wraparound services, and outpatient treatment to children in West County for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$907,061. (50% Federal Medi-Cal; 50% Mental Health Realignment)
- C. 89** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with La Clinica De La Raza, Inc., in an amount not to exceed \$677,688 to provide mental health services to severely emotionally disturbed minority children in East County for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$677,688. (50% Federal Medi-Cal; 50% Mental Health Realignment)
- C. 90** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Desarrollo Familiar, Inc. (dba Familias Unidas), in an amount not to exceed \$136,084, to provide a full range of community based and mental health services under the Mental Health Services Act Community Services and Supports Program for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$136,084 (17% Federal Medi-Cal; 83% Mental Health Services Act)

- C. 91** RATIFY amendment of an emergency blanket purchase order authorized by the County Administrator originally issued in the amount of \$20,000,000 to secure critical services and supplies necessary to respond to the COVID-19 pandemic in Contra Costa County by increasing the payment limit by \$5,000,000 and extending the term through June 30, 2021. (100% General Fund)
- C. 92** APPROVE and AUTHORIZE the Human Resources Director, or designee, to execute a contract amendment with Magellan Healthcare, Inc., to extend the term from February 1, 2021 through January 31, 2022 and increase the payment limit by \$134,000 to a new payment limit of \$564,000 for the Employee Assistance Program. (100% Workers Compensation Internal Service Fund)
- C. 93** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Reliance Wholesale, Inc., in the amount of \$250,000 for IV and Pharmaceutical drugs and supplies to be used at the Contra Costa Regional Medical Center and Health Centers for the period January 1 through December 31, 2021. (100% Hospital Enterprise Fund I)
- C. 94** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Community Options for Families and Youth, Incorporated, in an amount not to exceed \$736,749 to provide therapeutic behavioral services and outpatient mental health services for seriously emotionally disturbed children and youth, and their families, for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$736,749. (50% Federal Medi-Cal; 50% Mental Health Realignment)
- C. 95** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Sanofi Pasteur, Inc., in an amount not to exceed \$375,000 for the purchase of vaccines and injectable medications at the Contra Costa Regional Medical Center and Health Centers for the period January 1 through December 31, 2021. (100% Hospital Enterprise Fund I)
- C. 96** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with ASD Specialty Healthcare, LLC., in an amount not to exceed \$295,000 for the purchase of Remdesivir medication for treatment of COVID-19 patients for the period January 1 through December 31, 2021. (100% Hospital Enterprise Fund I)
- C. 97** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order and a software license agreement with VigiLanz Corporation in an amount not to exceed \$400,990 for the renewal of Dynamic Monitoring Suite software maintenance, support and hosting for the period January 1, 2021 through December 31, 2025. (100% Hospital Enterprise Fund I)

- C. 98** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Alternative Family Services, Inc., in an amount not to exceed \$653,267 to provide multidimensional treatment foster care services, such as mental health, crisis intervention and medication support services, to seriously emotionally disturbed children and young adults, and their families, for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$653,267. (50% Federal Medi-Cal; 50% Mental Health Realignment)
- C. 99** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Desarrollo Familiar, Inc. (dba Familias Unidas), in an amount not to exceed \$204,933 to provide community based mental health services for children and their families in West Contra Costa County for the period January 1 through June 30, 2021, with a six-month automatic extension through December 31, 2021 in an amount not to exceed \$204,933. (50% Federal Medi-Cal; 50% Mental Health Realignment)
- C.100** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with West Contra Costa Unified School District in an amount not to exceed \$324,447 to provide wraparound services to severely emotionally disturbed children in West Contra Costa County for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$324,447. (49% Federal Medi-Cal, 49% Mental Health Realignment, 2% West Contra Costa Unified School District)
- C.101** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Fred Finch Youth Center in an amount not to exceed \$695,088 to provide school and community based mental health services to adolescent children and their families, including therapeutic behavioral services, for the period January 1 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$695,088. (49% Federal Medi-Cal, 49% Mental Health Realignment; 2% Mt. Diablo Unified School District)
- C.102** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Groupware Technology, Inc., in an amount not to exceed \$6,161,910 for the five year period of March 1, 2021 through February 28, 2026 for the lease purchase of network hardware equipment, software, maintenance and support for the data center at the Concord and Pittsburg sites. (100% Hospital Enterprise Fund I)
- C.103** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Amarjit Dosanjh, M.D., a Medical Corporation (dba Muir Plastic Surgery), to increase the payment limit by \$160,000 to a new payment limit not to exceed \$2,500,000 to provide additional plastic and hand surgery at Contra Costa Regional Medical and Health Centers with no change in the term of February 1, 2018 through January 31, 2021. (100%

Hospital Enterprise Fund I)

**Other Actions**

- C.104** ACCEPT the October 2020 Operations Update of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.
- C.105** APPROVE AND AUTHORIZE the Health Services Director, or designee, to execute a contract with the University of the Pacific, Thomas J. Long School of Pharmacy and Health Services, to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to medical residency students for the period April 1, 2021 through March 31, 2026. (Nonfinancial agreement)
- C.106** ACCEPT the Crockett-Carquinez Fire Protection District Advisory Fire Commission 2020 Annual Report, as recommended by Supervisor Glover.
- C.107** ACCEPT the 2020 Annual Report from the Economic Opportunity Council Advisory Board, as recommended by the Employment and Human Services Director.
- C.108** ACCEPT the 2020 Annual Report from the Hazardous Materials Commission, as recommended by the Health Services Director.
- C.109** APPROVE the Central Kitchen Renovation Project in Richmond for Employment and Human Services – Community Services Bureau and take related actions under the California Environmental Quality Act, as recommended by the Public Works Director. (100% Federal)
- C.110** APPROVE and AUTHORIZE the Conservation and Development Director to execute an Option to Purchase Agreement with EAH, Inc., a non-profit housing developer, giving EAH, Inc., the option to purchase from the County real property located at 710 Willow Avenue in Rodeo for \$980,000, with an option term through November 1, 2021. (100% Housing Successor Fund)
- C.111** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, to provide COVID-19 contact tracing assistance to Contra Costa County for the period January 1 through June 30, 2021. (Non-financial agreement)
- C.112** APPROVE amendments to the list of designated positions of the Mt. View Sanitary District's Conflict of Interest Code, as recommended by County Counsel.
- C.113** APPROVE amendments to the Conflict of Interest Code of the Contra Costa County Library, as recommended by County Counsel.

- C.114** APPROVE amendments to the Contra Costa Children and Families Commission (First 5) Conflict of Interest Code, as recommended by County Counsel.
- C.115** ADOPT Resolution No. 2021/22 approving a request by the Antioch Unified School District, Mt. Diablo Unified School District and the Pittsburg Unified School District to allow the school districts to issue tax revenue anticipation notes (TRANs) on their own behalf, pursuant to Government Code section 53853(b), in lieu of the County issuing TRANs for the school districts, as recommended by the County Administrator.
- C.116** APPROVE amended Conflict of Interest Code for the Antioch Unified School District, including the list of designated positions, as recommended by County Counsel.
- C.117** APPROVE amended Conflict of Interest Code for the Reclamation District 830 (Jersey Island), as recommended by County Counsel.
- C.118** APPROVE the extension of all authorizations previously granted to David Twa, by name, to Monica Nino, including, but not limited to, signing grant award documents, filing reports and other duties or functions to support County operations, as recommended by the County Administrator. (No fiscal impact)
- C.119** AUTHORIZE the continuation of the Contra Costa County Library Commission for the period January 1, 2020 through March 31, 2021, as recommended by the County Librarian.
- C.120** RECEIVE the 2020 Annual Report submitted by the Council on Homelessness, as recommended by the Health Services Director.
- C.121** APPROVE amended Conflict of Interest Code for the Ironhouse Sanitary District, including the list of designated positions, as recommended by County Counsel.
- C.122** APPROVE amended Conflict of Interest Code for the Contra Costa County Board of Education, as recommended by the County Counsel.
- C.123** APPROVE amended Conflict of Interest Code for the Contra Costa County Office of Education, as recommended by County Counsel.
- C.124** APPROVE and AUTHORIZE the Health Service Director, or designee to execute a Memorandum of Agreement with the City of Antioch, to allow the Health Services Department to use the City's Nick Rodriguez Community Center for COVID-19 testing and immunizations for the period December 28, 2020 through July 31, 2021. (Non-financial agreement)

- C.125** RECEIVE and APPROVE the 2020 Annual Report by the Contra Costa County Emergency Medical Care Committee, as recommended by the Health Services Director.
- C.126** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a memorandum of understanding with the California Department of Public Health, for COVID-19 laboratory testing at the Valencia Branch Laboratory for the period from the date of execution until thirty days after the lifting of the declaration of the COVID-19 state of emergency. (Cost savings)
- C.127** RATIFY the execution of a memorandum of understanding with the Contra Costa Community College District for the County's use of premises at Diablo Valley College and Contra Costa College for COVID-19 vaccination sites for the period December 28, 2020 through July 31, 2021; and APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a memorandum of understanding with the Contra Costa Community College District allowing the State to use the premises at Los Medanos College for COVID-19 testing for the period January 4, 2020 through July 31, 2021. (Non-financial agreements)

## **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 96 hours prior to that meeting are available for public inspection at 1025 Escobar Street, First Floor, 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, 1025 Escobar Street, First Floor, Martinez, CA 94553.

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) 655-2000. An assistive listening device is available from the Clerk, First Floor.

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) 655-2000, 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, 1025 Escobar Street, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 655-2000 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**

Until further notice, to slow the spread of COVID-19 and in lieu of a public gathering, if the Board's STANDING COMMITTEES meet they will provide public access either telephonically or electronically, as noticed on the agenda for the respective STANDING COMMITTEE meeting.

The **Airport Committee** TBD

The **Family and Human Services Committee** TBD

The **Finance Committee** TBD

The **Hiring Outreach Oversight Committee** TBD

The **Internal Operations Committee** TBD

The **Legislation Committee** TBD

The **Public Protection Committee** TBD

The **Sustainability Committee** TBD

The **Transportation, Water & Infrastructure Committee** TBD

Airports Committee	TBD	TBD	See above
Family & Human Services Committee	TBD	TBD	See above
Finance Committee	TBD	TBD	See above
Hiring Outreach Oversight Committee	TBD	TBD	See above
Internal Operations Committee	TBD	TBD	See above
Legislation Committee	TBD	TBD	See above
Public Protection Committee	TBD	TBD	See above
Sustainability Committee	TBD	TBD	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 Deficiency 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

**CCE** Community Choice Energy

**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 Virus  
**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  
**PACE** Property Assessed Clean Energy  
**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  
**WCCHD** West Contra Costa Healthcare District  
**WCCTAC** West Contra Costa Transportation Advisory Committee



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: January 5, 2021

Subject: BOARD MEMBER ASSIGNMENTS TO 2021 BOARD COMMITTEES, SPECIAL COUNTY COMMITTEES,  
AND REGIONAL ORGANIZATIONS

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**RECOMMENDATION(S):**

1. ACKNOWLEDGE that the Board of Supervisors adopted a policy on Board Member Committee Assignments on March 21, 2000.
2. ACKNOWLEDGE that adoption of a new Master Resolution with a complete roster of all appointments is required by Board policy whenever terms expire or new appointments are made.
3. ADOPT Resolution No. 2021/19 appointing Board members and other individuals to serve on Board committees, special county committees, and regional boards/ committees/ commissions for 2021, some of which include additional compensation in the form of stipend.
4. INDICATE that this Resolution No. 2021/19 supersedes in its entirety Resolution No. 2020/262, which was adopted by the Board of Supervisors on October 20, 2020.
5. RESOLVE that Board Members as named are APPOINTED to serve on Board committees, special county committees and regional boards/ committees/ commissions as specified on Attachment II to Resolution No. 2021/19 as Internal Standing Committees (Type I), Other Internal Committees, (Type II), Regional Bodies (Type III), Special/Restricted Seats (Type IV), and Ad Hoc Committees (Type V).

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Jami Napier,  
925-655-2005

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

6. DIRECT staff to post on the County website a single Fair Political Practices Commission (FPPC) Form 806, which lists all the paid appointed positions on committees, boards, or commissions for members of the Board of Supervisors. When there is a change in compensation or a new appointment, DIRECT staff to update the Form 806 to reflect the change. The form must be updated promptly as changes occur.

7. AUTHORIZE the Chair of the Board to designate one or more members of the Board of Supervisors as delegates from Contra Costa County to the National Association of Counties (NACo) Legislative Meeting to be held on February 20-24, 2021 in Washington, D.C. and to the NACo Annual Conference to be held July 16-19, 2021 in Austin, TX.

FISCAL IMPACT:

No fiscal impact to the County from this action.

BACKGROUND:

Each year when the Board of Supervisors reorganizes, the incoming Chair reviews and makes recommendations to the Board on committee assignments. The annual review of committee assignments is governed by a policy (Attachment I) adopted by the Board in March 2000. Transmitted herewith are my recommendations, as Board Chair, for 2021. These recommendations (Attachment II, sorted by committee type and, Attachment III, sorted alphabetically) seek to provide policy oversight for all major County functional areas, balance the workload of the Supervisors, and consider some of the extracurricular responsibilities and appointments of the Supervisors on regional and other bodies.

I am also recommending that seat terms for appointments for which the term was either unspecified by the body or left to the discretion of the Board of Supervisors be designated as "Unspecified" and reviewed at the discretion of the Board Chair.

**FPPC Form 806**

In April 2012, the Fair Political Practices Commission (FPPC) adopted Regulation 18705.5, which permits a Supervisor to vote on his/her own appointment to a body or board paying a salary or stipend for service if all of the following conditions are met:

1. the appointment is to a committee, board, or commission of a public agency, a special district, a joint powers agency or authority, or a metropolitan planning organization; and
2. State law, a local ordinance, or a joint powers agreement requires the Board to appoint; and
3. the Board adopts and posts on its website, a list of each appointed position for which compensation is paid, the salary or stipend for the position, the name of the appointee, the name of the alternate, if any, and the term of the appointment.

Form 806 is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. Each agency must post on its website a single Form 806, listing all of the paid appointed positions. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur. Staff of the County Administrators Office has prepared the Form 806 and has posted it to the Countys website. Staff will update the form after the Board of Supervisors acts to adopt the Master List of Board Member Committee Assignments for 2021.

CONSEQUENCE OF NEGATIVE ACTION:

Unless the Board of Supervisors acts to adopt a Master List of appointments to committees, special county committees, and regional boards/committees/commissions, there is no official roster of Board member appointments to these bodies.

### ATTACHMENTS

Resolution 2021/19

Attachment I: Board Policy on Board Member Committee Assignments

Attachment II: BOS Committee Assignments - by Type

Attachment III: BOS Committee Assignments - Alphabetical

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

Adopted this Resolution on 01/05/2021 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2021/19**

**IN THE MATTER OF DESIGNATING BOARD MEMBER ASSIGNMENTS TO 2021 BOARD COMMITTEES, SPECIAL COUNTY COMMITTEES, AND REGIONAL ORGANIZATIONS**

WHEREAS each year when the Board of Supervisors reorganizes, the incoming Chair reviews and makes recommendations to the Board on committee assignments. The annual review of committee assignments is governed by a policy adopted by the Board of Supervisors in March 2000 (see Attachment I); and

WHEREAS these appointments seek to provide policy oversight for all major County functional areas, balance the workload of the Supervisors, as well as consider some of the time-intensive responsibilities and appointments of the Supervisors on regional bodies; and

WHEREAS these appointments attempt to maintain, to the extent possible, continuity on Board standing committees to facilitate recommendations on many very complex policy issues currently on referral to those committees; and

WHEREAS after a period of inactivity of a committee or body, it is advisable to remove it from the list of Board committee assignments; and

WHEREAS adoption of a new Master Resolution with a complete roster of all appointments is required by Board policy whenever terms expire or new appointments are made; and

WHEREAS, after any new appointments or reappointments are made, when there is a change in compensation for any appointment, or where there is a change in the number of meetings of the board or committee to which an appointment is made, the Fair Political Practices Commission requires the County to update and post on the County's website the County's Report of Public Official Appointments, Form 806.

1. APPOINT the Board members and other individuals to serve on Board committees, special county committees and regional boards / committees / commissions as specified in the Master List (see Attachment II) as Type I for Board Standing Committees, Type II for Other Internal Committees, Type III for Regional Bodies, Type IV for Special/Restricted seats, and Type V for Board Ad Hoc Committees.
2. INDICATE that this Resolution No. 2021/19 supersedes in its entirety Resolution No. 2020/262 which was adopted by the Board of Supervisors on October 20, 2020.
3. UPDATE the County's Report of Public Official Appointments, Form 806, to reflect the appointments on the adopted Master List for 2021 and post it on the County's website.

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

**ATTESTED: January 5, 2021**

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Jami Napier, 925-655-2005

By: , Deputy

cc:

**BOARD OF SUPERVISORS POLICY ON  
BOARD MEMBER COMMITTEE ASSIGNMENTS**

**Adopted on March 21, 2000**

1. Board Committee appointments shall be categorized in accordance with the following descriptions and delineated as on the attached listing:
  - a) **Internal appointments** that are subject to the annual reorganization process and to which the incoming Chair of the Board of Supervisors makes nominations to be approved by the Board of Supervisors. Ad Hoc committees of the Board also fall under this category.
  - b) **Regional appointments** that are not subject to the annual reorganization process and to which the Chair of the Board of Supervisors makes nominations to fill vacancies, as they occur, in accordance with the agency's terms and by-laws, and which nominations shall be approved by the Board of Supervisors.
  - c) **Special Case/Restricted appointments**, for which the specific assignments are dictated or are in some way restricted by statute or county ordinance, or for which the term of the appointment makes it impractical for it to be considered along with the other annual assignments e.g., a term that runs from July to June. Restrictions might include, for example, that a committee member represent a certain district, be the Chair of the Board, or vest in the Chair of the Board the authority to appoint an alternate.

The Chair of the Board of Supervisors shall make nominations to these appointments to fill vacancies, as they occur, subject to any legislated restrictions, and which nominations shall be approved by the Board of Supervisors.

2. Notwithstanding Paragraph 1 of this policy and as allowed by law, the Board of Supervisors maintains its right to nominate, reconsider and change appointments at any time, irrespective of the term of an appointment.
3. All nominations approved by the Board of Supervisors shall be incorporated in three attachments to an annually adopted Master Resolution covering committee appointments from all three categories: Internal, Regional and Special Case/Restricted. For administrative ease, the Master Resolution shall be amended and re-adopted from time to time as terms expire or if new appointments are made. The Master Resolution shall always reflect the complete roster of Board member appointments and shall be available to the public.

**ATTACHMENT II TO RESOLUTION NO. 2021/19**  
**CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS**  
(Sorted by Committee Type)

<b>Type*</b>	<b>Committee Name</b>	<b>Chair Recommendation</b>	<b>Term Expiration</b>	<b>Stipend Information</b>
I	Airport Committee, Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Airport Committee, Vice Chair	Karen Mitchoff	12/31/2021	NO STIPEND
I	Family & Human Services Committee, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Family & Human Services Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Finance Committee, Chair	Karen Mitchoff	12/31/2021	NO STIPEND
I	Finance Committee, Vice Chair	John Gioia	12/31/2021	NO STIPEND
I	Hiring Outreach & Oversight Committee, Chair	Federal Glover	12/31/2021	NO STIPEND
I	Hiring Outreach & Oversight Committee, Vice-Chair	John Gioia	12/31/2021	NO STIPEND
I	Internal Operations Committee, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Internal Operations Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Legislation Committee, Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Legislation Committee, Vice Chair	Karen Mitchoff	12/31/2021	NO STIPEND
I	Public Protection, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Public Protection, Vice Chair	Federal Glover	12/31/2021	NO STIPEND
I	Sustainability Committee, Chair	John Gioia	12/31/2021	NO STIPEND
I	Sustainability Committee, Vice Chair	Federal Glover	12/31/2021	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
II	Bay Area Counties Caucus	Karen Mitchoff	12/31/2021	NO STIPEND
II	Bay Area Counties Caucus, Alternate	Diane Burgis	12/31/2021	NO STIPEND
II	Bay Area Regional Interoperable Communications System (BayRICS) Authority	Mike Casten	12/31/2021	NO STIPEND
II	BayRICS Authority, Alternate	Elise Warren	12/31/2021	NO STIPEND
II	California Identification System Remote Access Network Board (Cal-ID RAN Board)	Diane Burgis	12/31/2021	NO STIPEND
II	Central Contra Costa Solid Waste Authority	Candace Andersen	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
II	Central Contra Costa Solid Waste Authority	Karen Mitchoff	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
II	Contra Costa Family Justice Alliance	Diane Burgis	12/31/2022	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	John Gioia	12/31/2021	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	Diane Burgis	12/31/2021	NO STIPEND
II	Dougherty Valley Oversight Committee	Diane Burgis	12/31/2021	NO STIPEND
II	Dougherty Valley Oversight Committee	Candace Andersen	12/31/2021	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board	Candace Andersen	12/31/2021	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board, Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board	Diane Burgis	12/31/2021	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority	Diane Burgis	12/31/2021	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	East County Water Management Association	Diane Burgis	12/31/2022	STIPEND of \$170/meeting; max 6 per month
II	East County Water Management Association, Alternate	Federal Glover	12/31/2022	STIPEND of \$170/meeting; max 6 per month
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Federal Glover	12/31/2021	NO STIPEND
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Diane Burgis	12/31/2021	NO STIPEND
II	First 5 Children and Families Commission Alternate Member	Diane Burgis	12/31/2021	NO STIPEND
II	First 5 Children and Families Commission Member	Candace Andersen	12/31/2021	NO STIPEND
II	Hazardous Waste Management Facility Allocation Committee	Candace Andersen	Unspecified	STIPEND of \$150 per meeting.
II	Hazardous Waste Management Facility Allocation Committee, Alternate	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
II	Kensington Solid Waste Committee Alternate	Kate Rauch	12/31/2021	NO STIPEND
II	Kensington Solid Waste Committee Member	John Gioia	12/31/2021	NO STIPEND
II	Medical Services Joint Conference Committee, Chair	John Gioia	12/31/2021	NO STIPEND
II	Medical Services Joint Conference Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND

\*Note: Type I: Internal Standing Committees; Type II: Internal Appointments; Type III: Regional Appointments; Type IV: Special/Restricted Appointments; Type V: Ad Hoc Committees

**ATTACHMENT II TO RESOLUTION NO. 2021/19**  
**CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS**  
(Sorted by Committee Type)

<b>Type*</b>	<b>Committee Name</b>	<b>Chair Recommendation</b>	<b>Term Expiration</b>	<b>Stipend Information</b>
II	North Richmond Waste and Recovery Mitigation Fee Committee	John Gioia	12/31/2021	NO STIPEND
II	North Richmond Waste and Recovery Mitigation Fee Committee, Alternate	Robert Rogers	12/31/2021	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Chair	Diane Burgis	12/31/2021	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Vice Chair	Federal Glover	12/31/2021	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Karen Mitchoff	Unspecified	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Candace Andersen	Unspecified	NO STIPEND
II	State Route 4 Bypass Authority	Diane Burgis	12/31/2021	NO STIPEND
II	State Route 4 Bypass Authority, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	SWAT (Southwest Area Transportation Committee)	Candace Andersen	12/31/2021	NO STIPEND
II	SWAT, Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency)	Candace Andersen	12/31/2021	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency), Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
II	TRANSPAC (Central County Transportation Partnership and Cooperation)	Karen Mitchoff	12/31/2021	NO STIPEND
II	TRANSPAC, Alternate	Candace Andersen	12/31/2021	NO STIPEND
II	TRANSPLAN (East County Transportation Planning)	Diane Burgis	12/31/2021	NO STIPEND
II	TRANSPLAN, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	Tri-Valley Transportation Council	Candace Andersen	12/31/2021	NO STIPEND
II	Urban Counties of California	Federal Glover	12/31/2021	NO STIPEND
II	Urban Counties of California, Alternate	Candace Andersen	12/31/2021	NO STIPEND
II	WCCTAC (West County Transportation Advisory Committee)	John Gioia	12/31/2021	NO STIPEND
II	WCCTAC, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	West Contra Costa Integrated Waste Management Authority	John Gioia	Unspecified	STIPEND of \$50 per meeting.
II	West Contra Costa Integrated Waste Management Authority, Alternate	Federal Glover	Unspecified	STIPEND of \$50 per meeting.
III	Bay Area Air Quality Management District Board of Directors	John Gioia	6/17/2025	Per diem of \$100/meeting + travel exp; max \$6,000
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors	Candace Andersen	5/1/2023	STIPEND of \$100 per meeting; up to \$200 month
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors, Alternate	Karen Mitchoff	5/1/2023	STIPEND of \$100 per meeting; up to \$200 month
III	Contra Costa Transportation Authority Board of Commissioners (Seat 1)	Federal Glover	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 1)	Candace Andersen	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Second Alternate (Seat 1)	Diane Burgis	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Third Alternate (Seat 1)	John Gioia	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Marin Energy Authority (MCE) Board of Directors	John Gioia	12/31/2022	NO STIPEND
III	Marin Energy Authority (MCE) Board of Directors, Alternate	Federal Glover	12/31/2022	NO STIPEND
III	Tri Delta Transit Authority, Board of Directors (Seat 1)	Federal Glover	12/31/2022	STIPEND of \$100/month
III	WCC Healthcare District Finance Committee	Federal Glover	Unspecified	NO STIPEND
III	WCC Healthcare District Finance Committee	John Gioia	Unspecified	NO STIPEND
III	Bay Area Air Quality Management District Board of Directors	Karen Mitchoff	1/20/2024	Per diem of \$100/meeting + travel exp; max \$6,000
III	Contra Costa Transportation Authority Board of Commissioners (Seat 2)	Karen Mitchoff	1/31/2022	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 2)	John Gioia	1/31/2022	STIPEND of \$100 per meeting; up to \$400 month
III	Local Agency Formation Commission	Candace Andersen	5/2/2022	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission	Federal Glover	5/2/2022	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission, Alternate	Diane Burgis	5/6/2024	STIPEND of \$150 per meeting.
III	Metropolitan Transportation Commission	Federal Glover	2/1/2023	STIPEND of \$100/meeting; up to \$500/month per agency.
III	Tri Delta Transit Authority, Board of Directors (Seat 2)	Diane Burgis	12/31/2021	STIPEND of \$100/month
III	CCTA, Community Based Transportation Steering Committee	Federal Glover	Unspecified	NO STIPEND
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee	Karen Mitchoff	12/31/2021	NO STIPEND
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, First Alternate	Candace Andersen	12/31/2021	NO STIPEND

\*Note: Type I: Internal Standing Committees; Type II: Internal Appointments; Type III: Regional Appointments; Type IV: Special/Restricted Appointments; Type V: Ad Hoc Committees

**ATTACHMENT II TO RESOLUTION NO. 2021/19**  
**CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS**  
(Sorted by Committee Type)

<b>Type*</b>	<b>Committee Name</b>	<b>Chair Recommendation</b>	<b>Term Expiration</b>	<b>Stipend Information</b>
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, Second Alternate	Russel Watts	12/31/2021	NO STIPEND
IV	ABAG General Assembly	Karen Mitchoff	12/31/2021	NO STIPEND
IV	ABAG General Assembly, Alternate	Diane Burgis	12/31/2021	NO STIPEND
IV	ABAG Regional Planning Committee	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
IV	Bay Conservation & Development Commission	John Gioia	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
IV	Bay Conservation & Development Commission, Alternate	Federal Glover	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
IV	Contra Costa Countywide Redevelopment Successor Agency Oversight Board	Federal Glover	Unspecified	NO STIPEND
IV	Contra Costa Countywide Redevelopment Successor Agency Oversight Board	Diane Burgis	Unspecified	NO STIPEND
IV	Delta Diablo Sanitation District Governing Board	Federal Glover	12/31/2021	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Diablo Sanitation District Governing Board, Alternate	Karen Mitchoff	12/31/2021	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Protection Commission	Diane Burgis	12/31/2021	NO STIPEND
IV	Delta Protection Commission, Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
IV	Law Library Board of Trustees	Nolan Armstrong	12/31/2021	NO STIPEND
IV	Mental Health Commission	Candace Andersen	12/31/2021	NO STIPEND
IV	Mental Health Commission, Alternate	Diane Burgis	12/31/2021	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board	Karen Mitchoff	Unspecified	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board, Alternate	Diane Burgis	Unspecified	NO STIPEND
IV	ABAG Executive Board (Seat 1)	Karen Mitchoff	6/30/2022	STIPEND of \$150 per meeting.
IV	ABAG Executive Board (Seat 2)	Candace Andersen	6/30/2022	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 1	John Gioia	6/30/2022	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 2	Diane Burgis	6/30/2022	STIPEND of \$150 per meeting.
IV	CCCERA (Contra Costa County Employees Retirement Association) Board of Trustees	Candace Andersen	6/30/2023	STIPEND of \$100 per meeting.
IV	CSAC (California State Association of Counties) Board of Directors	John Gioia	11/30/2021	NO STIPEND
IV	CSAC Board of Directors, Alternate	Karen Mitchoff	11/30/2021	NO STIPEND
V	Childhood Asthma Ad Hoc Committee, Chair	Federal Glover	Unspecified	NO STIPEND
V	Childhood Asthma Ad Hoc Committee, Vice Chair	John Gioia	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	John Gioia	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	Federal Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Federal Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Diane Burgis	Unspecified	NO STIPEND

\*Note: Type I: Internal Standing Committees; Type II: Internal Appointments; Type III: Regional Appointments; Type IV: Special/Restricted Appointments; Type V: Ad Hoc Committees

**ATTACHMENT III TO RESOLUTION NO. 2021/19**  
**CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS**  
(Sorted by Alphabetical)

<b>Type*</b>	<b>Committee Name</b>	<b>Chair Recommendation</b>	<b>Term Expiration</b>	<b>Stipend Information</b>
IV	ABAG Executive Board (Seat 1)	Karen Mitchoff	6/30/2022	STIPEND of \$150 per meeting.
IV	ABAG Executive Board (Seat 2)	Candace Andersen	6/30/2022	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 1	John Gioia	6/30/2022	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 2	Diane Burgis	6/30/2022	STIPEND of \$150 per meeting.
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee	Karen Mitchoff	12/31/2021	NO STIPEND
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, First Alternate	Candace Andersen	12/31/2021	NO STIPEND
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, Second Alternate	Russel Watts	12/31/2021	NO STIPEND
IV	ABAG General Assembly	Karen Mitchoff	12/31/2021	NO STIPEND
IV	ABAG General Assembly, Alternate	Diane Burgis	12/31/2021	NO STIPEND
IV	ABAG Regional Planning Committee	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
I	Airport Committee, Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Airport Committee, Vice Chair	Karen Mitchoff	12/31/2021	NO STIPEND
III	Bay Area Air Quality Management District Board of Directors	John Gioia	6/17/2025	Per diem of \$100/meeting + travel exp; max \$6,000
III	Bay Area Air Quality Management District Board of Directors	Karen Mitchoff	1/20/2024	Per diem of \$100/meeting + travel exp; max \$6,000
II	Bay Area Counties Caucus	Karen Mitchoff	12/31/2021	NO STIPEND
II	Bay Area Counties Caucus, Alternate	Diane Burgis	12/31/2021	NO STIPEND
II	Bay Area Regional Interoperable Communications System (BayRICS) Authority	Mike Casten	12/31/2021	NO STIPEND
IV	Bay Conservation & Development Commission	John Gioia	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
IV	Bay Conservation & Development Commission, Alternate	Federal Glover	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
II	BayRICS Authority, Alternate	Elise Warren	12/31/2021	NO STIPEND
II	California Identification System Remote Access Network Board (Cal-ID RAN Board)	Diane Burgis	12/31/2021	NO STIPEND
IV	CCCERA (Contra Costa County Employees Retirement Association) Board of Trustees	Candace Andersen	6/30/2023	STIPEND of \$100 per meeting.
III	CCTA, Community Based Transportation Steering Committee	Federal Glover	Unspecified	NO STIPEND
II	Central Contra Costa Solid Waste Authority	Candace Andersen	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
II	Central Contra Costa Solid Waste Authority	Karen Mitchoff	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors	Candace Andersen	5/1/2023	STIPEND of \$100 per meeting; up to \$200 month
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors, Alternate	Karen Mitchoff	5/1/2023	STIPEND of \$100 per meeting; up to \$200 month
V	Childhood Asthma Ad Hoc Committee, Chair	Federal Glover	Unspecified	NO STIPEND
V	Childhood Asthma Ad Hoc Committee, Vice Chair	John Gioia	Unspecified	NO STIPEND
IV	Contra Costa Countywide Redevelopment Successor Agency Oversight Board	Federal Glover	Unspecified	NO STIPEND
IV	Contra Costa Countywide Redevelopment Successor Agency Oversight Board	Diane Burgis	Unspecified	NO STIPEND
II	Contra Costa Family Justice Alliance	Diane Burgis	12/31/2022	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	John Gioia	12/31/2021	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	Diane Burgis	12/31/2021	NO STIPEND
III	Contra Costa Transportation Authority Board of Commissioners (Seat 1)	Federal Glover	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners (Seat 2)	Karen Mitchoff	1/31/2022	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 1)	Candace Andersen	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 2)	John Gioia	1/31/2022	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Second Alternate (Seat 1)	Diane Burgis	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Third Alternate (Seat 1)	John Gioia	1/31/2023	STIPEND of \$100 per meeting; up to \$400 month
IV	CSAC (California State Association of Counties) Board of Directors	John Gioia	11/30/2021	NO STIPEND
IV	CSAC Board of Directors, Alternate	Karen Mitchoff	11/30/2021	NO STIPEND
IV	Delta Diablo Sanitation District Governing Board	Federal Glover	12/31/2021	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Diablo Sanitation District Governing Board, Alternate	Karen Mitchoff	12/31/2021	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Protection Commission	Diane Burgis	12/31/2021	NO STIPEND
IV	Delta Protection Commission, Alternate	Karen Mitchoff	12/31/2021	NO STIPEND

\*Note: Type I: Internal Standing Committees; Type II: Internal Appointments; Type III: Regional Appointments; Type IV: Special/Restricted Appointments; Type V: Ad Hoc Committees

**ATTACHMENT III TO RESOLUTION NO. 2021/19**  
**CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS**  
(Sorted by Alphabetical)

<b>Type*</b>	<b>Committee Name</b>	<b>Chair Recommendation</b>	<b>Term Expiration</b>	<b>Stipend Information</b>
II	Dougherty Valley Oversight Committee	Diane Burgis	12/31/2021	NO STIPEND
II	Dougherty Valley Oversight Committee	Candace Andersen	12/31/2021	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board	Candace Andersen	12/31/2021	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board, Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board	Diane Burgis	12/31/2021	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority	Diane Burgis	12/31/2021	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	East County Water Management Association	Diane Burgis	12/31/2022	STIPEND of \$170/meeting; max 6 per month
II	East County Water Management Association, Alternate	Federal Glover	12/31/2022	STIPEND of \$170/meeting; max 6 per month
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Federal Glover	12/31/2021	NO STIPEND
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Diane Burgis	12/31/2021	NO STIPEND
I	Family & Human Services Committee, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Family & Human Services Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Finance Committee, Chair	Karen Mitchoff	12/31/2021	NO STIPEND
I	Finance Committee, Vice Chair	John Gioia	12/31/2021	NO STIPEND
II	First 5 Children and Families Commission Alternate Member	Diane Burgis	12/31/2021	NO STIPEND
II	First 5 Children and Families Commission Member	Candace Andersen	12/31/2021	NO STIPEND
II	Hazardous Waste Management Facility Allocation Committee	Candace Andersen	Unspecified	STIPEND of \$150 per meeting.
II	Hazardous Waste Management Facility Allocation Committee, Alternate	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
I	Hiring Outreach & Oversight Committee, Chair	Federal Glover	12/31/2021	NO STIPEND
I	Hiring Outreach & Oversight Committee, Vice-Chair	John Gioia	12/31/2021	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	John Gioia	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	Federal Glover	Unspecified	NO STIPEND
I	Internal Operations Committee, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Internal Operations Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
II	Kensington Solid Waste Committee Alternate	Kate Rauch	12/31/2021	NO STIPEND
II	Kensington Solid Waste Committee Member	John Gioia	12/31/2021	NO STIPEND
IV	Law Library Board of Trustees	Nolan Armstrong	12/31/2021	NO STIPEND
I	Legislation Committee, Chair	Diane Burgis	12/31/2021	NO STIPEND
I	Legislation Committee, Vice Chair	Karen Mitchoff	12/31/2021	NO STIPEND
III	Local Agency Formation Commission	Candace Andersen	5/2/2022	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission	Federal Glover	5/2/2022	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission, Alternate	Diane Burgis	5/6/2024	STIPEND of \$150 per meeting.
III	Marin Energy Authority (MCE) Board of Directors	John Gioia	12/31/2022	NO STIPEND
III	Marin Energy Authority (MCE) Board of Directors, Alternate	Federal Glover	12/31/2022	NO STIPEND
II	Medical Services Joint Conference Committee, Chair	John Gioia	12/31/2021	NO STIPEND
II	Medical Services Joint Conference Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
IV	Mental Health Commission	Candace Andersen	12/31/2021	NO STIPEND
IV	Mental Health Commission, Alternate	Diane Burgis	12/31/2021	NO STIPEND
III	Metropolitan Transportation Commission	Federal Glover	2/1/2023	STIPEND of \$100/meeting; up to \$500/month per agency.
II	North Richmond Waste and Recovery Mitigation Fee Committee	John Gioia	12/31/2021	NO STIPEND
II	North Richmond Waste and Recovery Mitigation Fee Committee, Alternate	Robert Rogers	12/31/2021	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Federal Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Diane Burgis	Unspecified	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Chair	Diane Burgis	12/31/2021	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Vice Chair	Federal Glover	12/31/2021	NO STIPEND

\*Note: Type I: Internal Standing Committees; Type II: Internal Appointments; Type III: Regional Appointments; Type IV: Special/Restricted Appointments; Type V: Ad Hoc Committees

**ATTACHMENT III TO RESOLUTION NO. 2021/19**  
**CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS**  
(Sorted by Alphabetical)

<b>Type*</b>	<b>Committee Name</b>	<b>Chair Recommendation</b>	<b>Term Expiration</b>	<b>Stipend Information</b>
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Karen Mitchoff	Unspecified	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Candace Andersen	Unspecified	NO STIPEND
I	Public Protection, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Public Protection, Vice Chair	Federal Glover	12/31/2021	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board	Karen Mitchoff	Unspecified	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board, Alternate	Diane Burgis	Unspecified	NO STIPEND
II	State Route 4 Bypass Authority	Diane Burgis	12/31/2021	NO STIPEND
II	State Route 4 Bypass Authority, Alternate	Federal Glover	12/31/2021	NO STIPEND
I	Sustainability Committee, Chair	John Gioia	12/31/2021	NO STIPEND
I	Sustainability Committee, Vice Chair	Federal Glover	12/31/2021	NO STIPEND
II	SWAT (Southwest Area Transportation Committee)	Candace Andersen	12/31/2021	NO STIPEND
II	SWAT, Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency)	Candace Andersen	12/31/2021	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency), Alternate	Karen Mitchoff	12/31/2021	NO STIPEND
II	TRANSPAC (Central County Transportation Partnership and Cooperation)	Karen Mitchoff	12/31/2021	NO STIPEND
II	TRANSPAC, Alternate	Candace Andersen	12/31/2021	NO STIPEND
II	TRANSPLAN (East County Transportation Planning)	Diane Burgis	12/31/2021	NO STIPEND
II	TRANSPLAN, Alternate	Federal Glover	12/31/2021	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Chair	Candace Andersen	12/31/2021	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Vice Chair	Diane Burgis	12/31/2021	NO STIPEND
III	Tri Delta Transit Authority, Board of Directors (Seat 1)	Federal Glover	12/31/2022	STIPEND of \$100/month
III	Tri Delta Transit Authority, Board of Directors (Seat 2)	Diane Burgis	12/31/2021	STIPEND of \$100/month
II	Tri-Valley Transportation Council	Candace Andersen	12/31/2021	NO STIPEND
II	Urban Counties of California	Federal Glover	12/31/2021	NO STIPEND
II	Urban Counties of California, Alternate	Candace Andersen	12/31/2021	NO STIPEND
III	WCC Healthcare District Finance Committee	Federal Glover	Unspecified	NO STIPEND
III	WCC Healthcare District Finance Committee	John Gioia	Unspecified	NO STIPEND
II	WCCTAC (West County Transportation Advisory Committee)	John Gioia	12/31/2021	NO STIPEND
II	WCCTAC, Alternate	Federal Glover	12/31/2021	NO STIPEND
II	West Contra Costa Integrated Waste Management Authority	John Gioia	Unspecified	STIPEND of \$50 per meeting.
II	West Contra Costa Integrated Waste Management Authority, Alternate	Federal Glover	Unspecified	STIPEND of \$50 per meeting.

\*Note: Type I: Internal Standing Committees; Type II: Internal Appointments; Type III: Regional Appointments; Type IV: Special/Restricted Appointments; Type V: Ad Hoc Committees



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: ADOPT Resolution No. 2021/20 to summarily vacate excess East Lane Road right of way, Alamo area.

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/20 to summarily vacate excess road right of way on a portion of East Lane that is no longer required for street or highway purposes, pursuant to the Streets and Highways Code, Section 8334(a). A description of the area to be vacated is attached to the Resolution as Exhibit "A" and Exhibit "B" located in the unincorporated Alamo area. (Project No.: 0676-6Q1825) [CP# 20-24]

DETERMINE that the proposed vacation will not have a significant effect on the environment and is not subject to the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061 (b)(3) of the CEQA Guidelines, and

DIRECT the Director of Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a \$25 fee to DCD for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

DIRECT the Real Estate Division to record a certified copy of the Board Order and Resolution in the office of the County Clerk-Recorder.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Margaret Eychner, 925.  
957-2463

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

FISCAL IMPACT:

100% Applicant Fees.

BACKGROUND:

East Lane was offered to the County for road purposes on the Map entitled “Bolla Acres Unit No. 3 Contra Costa County, California,” which Map was filed in the Office of the Recorder of the County of Contra Costa, State of California, on April 10, 1953 in Volume 50 Maps, at Page 17. The County Board of Supervisors accepted the Offer of Dedication declaring the Streets in Bolla Acres Unit 3 to be County Roads by deed, under Document Series number 22275 or Book 2311, Page 99 recorded May 4, 1954.

The existing County-maintained roadway is 20 feet wide. The applicant and owner of the parcel adjacent to the roadway is preparing to add additional improvements to their property that exceed the setback requirements. As the entire 50-foot width of the roadway has never been utilized, the applicants are requesting that the County vacate a portion of the excess road right of way that will enable them to meet the setback requirements for their future improvements.

CONSEQUENCE OF NEGATIVE ACTION:

The County may be responsible for the ongoing maintenance of this excess road right of way.

ATTACHMENTS

Resolution No. 2021/20

CEQA Notice of Exemption

Resolution No. 2021/20

Recorded at the request of: Contra Costa County

Return To: Public Works Real Estate Division, Margaret Eychner

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

**Adopted this Resolution on 01/05/2021 by the following vote:**

AYE:	<input type="checkbox"/>
NO:	<input type="checkbox"/>
ABSENT:	<input type="checkbox"/>
ABSTAIN:	<input type="checkbox"/>
RECUSE:	<input type="checkbox"/>

Resolution No. 2021/20

IN THE MATTER OF: ADOPT Resolution No. 2021/20 to summarily vacate excess road right-of-way of a portion of East Lane, adjacent to Assessor's Parcel Number 193-111-006 in the unincorporated area of Alamo. (Project No.: 0676-6Q1825)

WHEREAS, Contra Costa County (County) no longer requires the excess area of East Lane adjacent to Assessor's Parcel Number 193-111-006, and identified as 150 Bolla Avenue, which was accepted by the Board of Supervisors by Deed on May 4, 1954, Alamo area. The excess road right of way is more particularly described and depicted in the property description and plat map that are attached hereto as Exhibit "A" and Exhibit "B", which are incorporated herein by reference.

WHEREAS, this termination request is for an excess road right-of-way of a street or highway not required for street or highway purposes (S&H Code Section 8334(a)).

WHEREAS, Public Works Department staff has concluded that it can be seen with certainty that there is no possibility that vacating the described area identified in Exhibit "A" may have a significant adverse effect on the environment.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of Contra Costa County that:

The area described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference, is hereby summarily VACATED, pursuant to Division 9, Chapter 4 of the Streets and Highways Code and DETERMINE that this vacation request is for an excess right-of-way of a street or highway not required for street or highway purposes pursuant to S&H Code Section 8334(a).\_\_\_

The Board FINDS that the County has not expended County funds to maintain or improve the excess road right of way, and it is in the best interest of the County and the public that the portion of excess road right of way be privately owned and maintained.

The Board FINDS that terminating and abandoning the portion of excess road right of way will not have a significant effect on the environment and is not subject to the California Environmental Quality Act (CEQA) pursuant to Article 5, section 15061(b)(3) of the CEQA Guidelines.

The Board DECLARES that the hereinabove described proposed vacation area is HEREBY ORDERD VACATED subject to any reservation and exception described in attached Exhibit "A". From and after the date that this resolution is adopted the area vacated no longer constitutes a public roadway.

The Board DIRECTS the Public Works Director, or designee, to cause a certified copy of this Resolution to be recorded in the office of the County Clerk-Recorder.

**Contact: Margaret Eychner, 925. 957-2463**

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

**ATTESTED: January 5, 2021**

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**

CALIFORNIA ENVIRONMENTAL QUALITY ACT  
**Notice of Exemption**

To:  Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: Contra Costa County  
Dept. of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

County Clerk  
County of: Contra Costa

**Project Title:** **Vacation of a Portion of East Lane, Alamo**  
**Project No. 0670-6Q1825, CP#20-24**

**Project Applicant:** **Contra Costa County Public Works Department,**  
**255 Glacier Drive Martinez, CA 94553**

**Project Location:** East Lane near 150 Bolla Avenue in an unincorporated area of Alamo in South Contra Costa County  
(Figures 1 and 2)

**Lead Agency:** **Contra Costa County Department of Conservation and Development**

**Description of Nature, Purpose and Beneficiaries of Project:** The project consists of vacating a portion of excess road right-of-way, containing approximately 1,750 square feet, to the property owners of APN 193-111-006 (Figure 2). It has been determined that the County no longer needs this portion of excess road right-of-way that is encumbering the parcel.

The property owners of APN 193-111-006 intend to expand the existing structure on the lot. In order to receive approval of their plans, a portion of the excess road right-of-way accepted by the Board of Supervisors by deed, Document 1954-0022275, recorded May 4, 1954, in Book 2311, Page 99, Official Records of Contra Costa County, needs to be vacated.

Additional Real Estate transactions may be necessary.

This CEQA documentation covers the real estate transaction(s) only. The parcel owner(s) and/or developer will be responsible for any environmental compliance including but not limited to CEQA analysis as well as obtaining any applicable local, State, or federal regulatory permits for subsequent activities.

Name of Public Agency Approving Project: **Contra Costa County**  
Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

**Exempt Status:**

- |   |  |
|---|--|
| <input type="checkbox"/> Ministerial Project (Sec. 21080(b) (1); 15268;     | <input type="checkbox"/> Categorical Exemption: <u>Class ( )</u>                 |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a));   | <input type="checkbox"/> Other Statutory Exemption, Code No.: _____              |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); | <input checked="" type="checkbox"/> Common Sense Exemption [Section 15061(b)(3)] |

**Reasons why project is exempt:** The activity consists of a real estate transaction which would not result in any significant effect on the environment, and therefore is exempt pursuant to Section 15061(b)(3) of the CEQA guidelines.

Lead Agency Contact Person: **Emma Burckert - Public Works Dept.** Area Code/Telephone/Extension: **(925) 313-2161**

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: *Helena B. Moreira* Date: 11/17/20 Title: Principal Planner

**Contra Costa County Department of Conservation and Development**

Signed by Lead Agency  Signed by Applicant

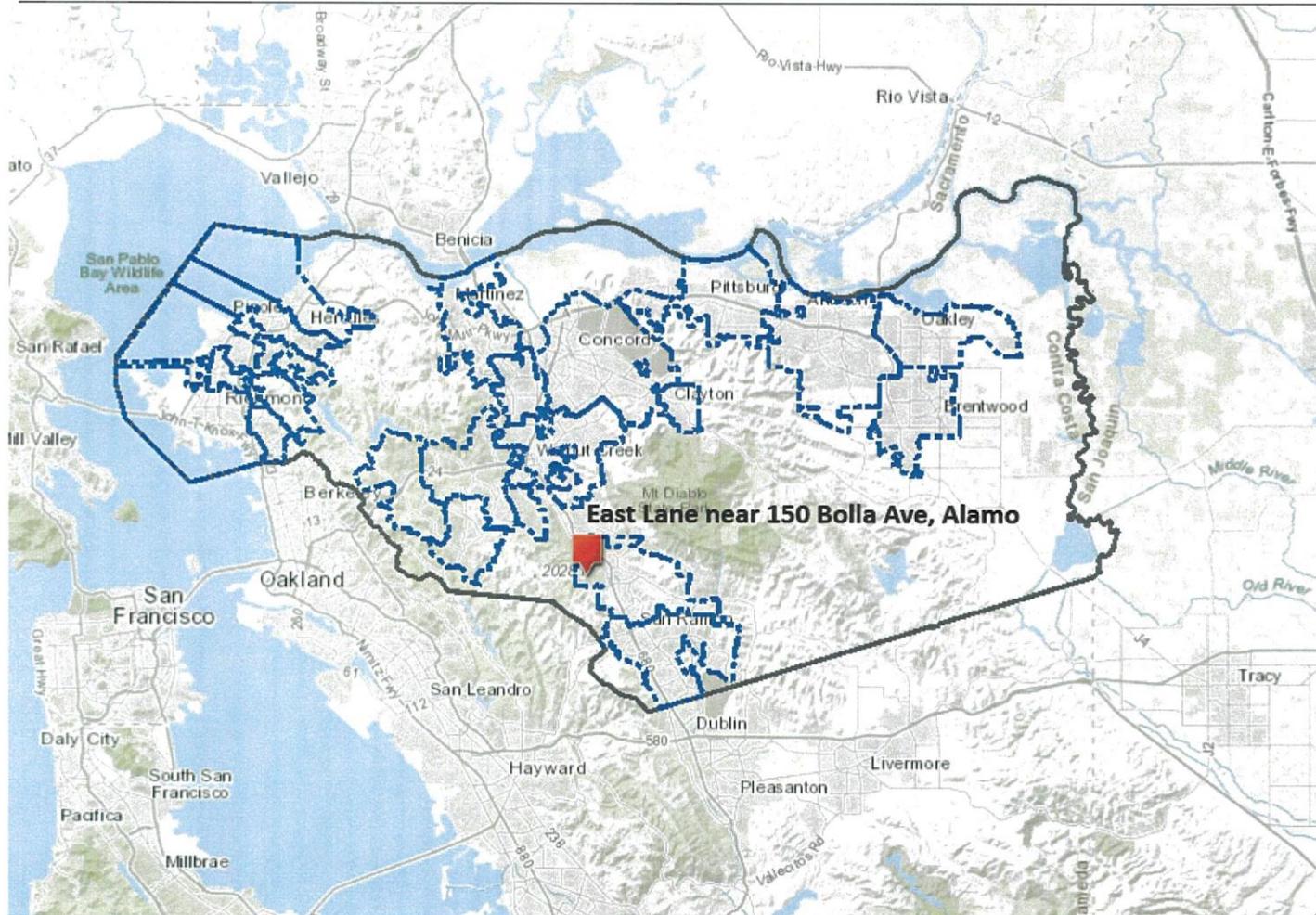
<b>AFFIDAVIT OF FILING AND POSTING</b>	
I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.	
_____ Signature	_____ Title

**Applicant:**  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
**Attn: Emma Burckert**  
Environmental Services Division  
Phone: (925) 313-2161

**Department of Fish and Game Fees Due:**  
 EIR - \$3,343.<sup>25</sup>  
 Neg. Dec. - \$2,406.<sup>75</sup>  
 DeMinimis Findings - \$0  
 **County Clerk - \$50**  
 **Conservation & Development - \$25**

**Total Due: \$ 75.00**  
Total Paid \$ \_\_\_\_\_  
Receipt #: \_\_\_\_\_

- City Legal Limits
- County Boundary



**East Lane near 150 Bolla Ave, Alamo**

18.2 0 9.12 18.2 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

1:577,791



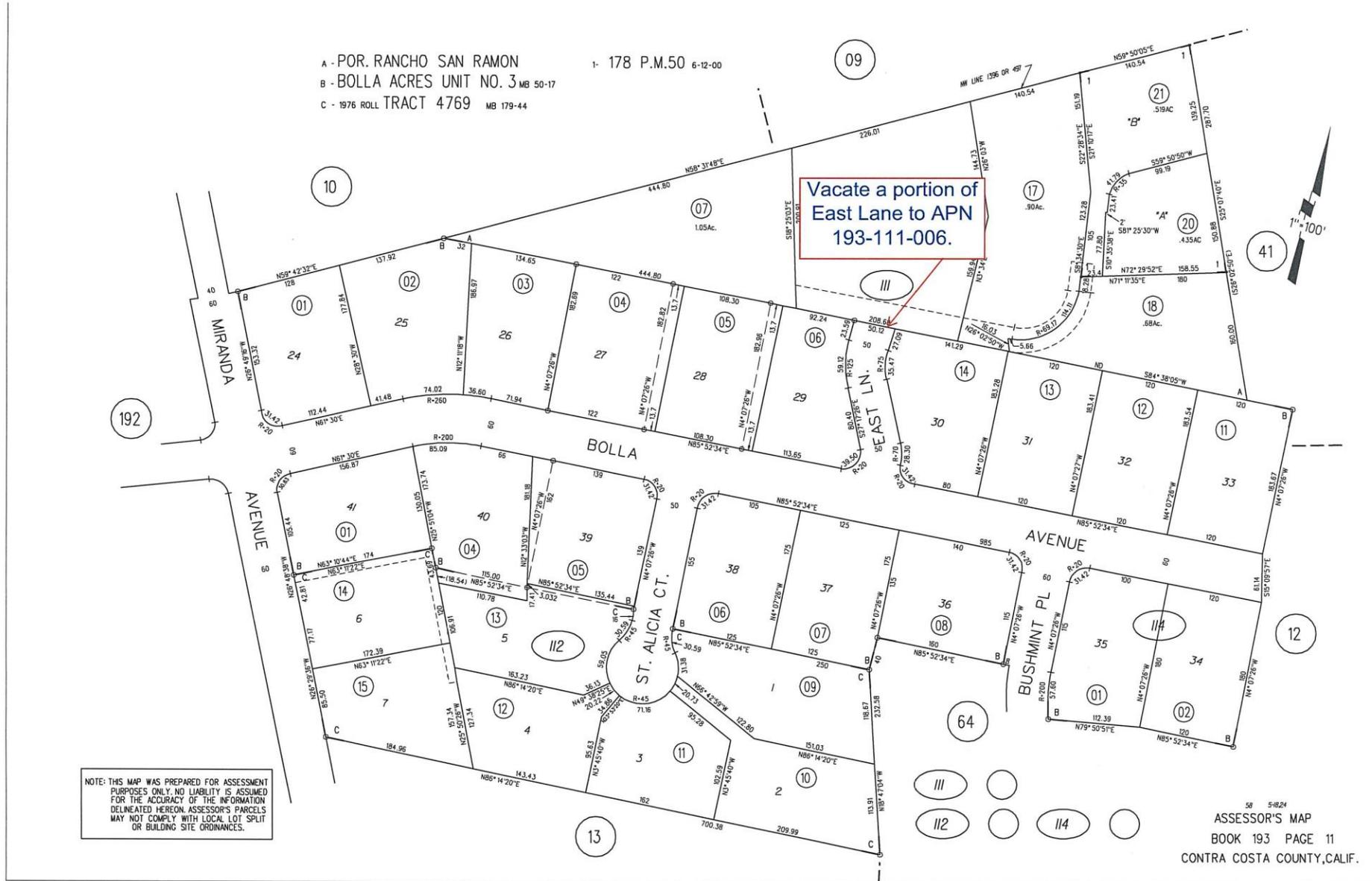
This map is a user generated static output from PwMAPS. Data that appears on this map may not be accurate or current.

A - POR. RANCHO SAN RAMON  
 B - BOLLA ACRES UNIT NO. 3 MB 50-17  
 C - 1976 ROLL TRACT 4769 MB 179-44

1- 178 P.M.50 6-12-00

Vacate a portion of  
 East Lane to APN  
 193-111-006.

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.



Recorded at the request of: Contra Costa County

Return To: Public Works Real Estate Division, Margaret Eychner

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

**Adopted this Resolution on 01/05/2021 by the following vote:**

AYE:   
NO:   
ABSENT:   
ABSTAIN:   
RECUSE:

Resolution No. 2021/20

IN THE MATTER OF: ADOPT Resolution No. 2021/20 to summarily vacate excess road right-of-way of a portion of East Lane, adjacent to Assessor's Parcel Number 193-111-006 in the unincorporated area of Alamo. (Project No.: 0676-6Q1825)

WHEREAS, Contra Costa County (County) no longer requires the excess area of East Lane adjacent to Assessor's Parcel Number 193-111-006, and identified as 150 Bolla Avenue, which was accepted by the Board of Supervisors by Deed on May 4, 1954, Alamo area. The excess road right of way is more particularly described and depicted in the property description and plat map that are attached hereto as Exhibit "A" and Exhibit "B", which are incorporated herein by reference.

WHEREAS, this termination request is for an excess road right-of-way of a street or highway not required for street or highway purposes (S&H Code Section 8334(a)).

WHEREAS, Public Works Department staff has concluded that it can be seen with certainty that there is no possibility that vacating the described area identified in Exhibit "A" may have a significant adverse effect on the environment.

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of Contra Costa County that:

The area described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference, is hereby summarily VACATED, pursuant to Division 9, Chapter 4 of the Streets and Highways Code and DETERMINE that this vacation request is for an excess right-of-way of a street or highway not required for street or highway purposes pursuant to S&H Code Section 8334(a).\_\_\_

The Board FINDS that the County has not expended County funds to maintain or improve the excess road right of way, and it is in the best interest of the County and the public that the portion of excess road right of way be privately owned and maintained.

The Board FINDS that terminating and abandoning the portion of excess road right of way will not have a significant effect on the environment and is not subject to the California Environmental Quality Act (CEQA) pursuant to Article 5, section 15061(b)(3) of the CEQA Guidelines.

The Board DECLARES that the hereinabove described proposed vacation area is HEREBY ORDERD VACATED subject to any reservation and exception described in attached Exhibit "A". From and after the date that this resolution is adopted the area vacated no longer constitutes a public roadway.

The Board DIRECTS the Public Works Director, or designee, to cause a certified copy of this Resolution to be recorded in the office of the County Clerk-Recorder.

**Contact: Margaret Eychner, 925.957-2463**

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

**ATTESTED: January 5, 2021**

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**

Job No. 16116  
December 3, 2020  
Sheet 1 of 2



EXHIBIT "A"  
LEGAL DESCRIPTION  
Roadway Vacation

All that certain real property situated in the County of Contra Costa, State of California, described as follows:

Being a portion of "East Lane", as said "East Lane" is shown on the map of Bolla Acres – Unit No. 3, filed April 10, 1953, in Book 50 of Maps at Page 17, Contra Costa County Records, further described as follows:

BEGINNING at a point on the westerly line of said "East Lane" parcel at the northeast corner of Lot 29, as shown on said map (50-M-17);

THENCE from said Point of Beginning along the line common to said Lot 29 and said "East Lane" parcel, South  $0^{\circ}11'26''$  East, 23.59 feet;

THENCE along a tangent curve to the left, having a radius of 125.00 feet, through a central angle of  $27^{\circ}06'00''$  for an arc length of 59.12 feet;

THENCE tangent to the last curve South  $27^{\circ}17'26''$  East, 80.40 feet;

THENCE along a tangent curve to the right, having a radius of 20.00 feet, through a central angle of  $113^{\circ}10'00''$  for an arc length of 39.50 feet to a point on the northerly line of Bolla Avenue, 60 feet wide, as shown on said map (50-M-17);

THENCE leaving said common line along said northerly line North  $85^{\circ}52'34''$  East, 21.00 feet;

THENCE leaving said northerly line North  $4^{\circ}07'26''$  West, 8.00 feet;

THENCE along a tangent curve to the left, having a radius of 225.00 feet, through a central angle of  $14^{\circ}14'03''$  for an arc length of 55.90 feet to a point on a line parallel and 40 feet distant, measured at right angles, from the easterly line of said "East Lane" parcel;

THENCE along said parallel line North  $27^{\circ}17'26''$  West, 46.11 feet;

THENCE along a tangent curve to the right, having a radius of 115.00 feet, through a central angle of  $27^{\circ}06'00''$  for an arc length of 54.39 feet;

THENCE leaving said parallel line North  $9^{\circ}15'56''$  West, 24.33 feet to a point on the northerly line of said "East Lane" parcel;

Sheet 2 of 2

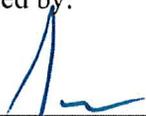
THENCE along said northerly line South 85°48'49" West, 6.18 feet to the Point of Beginning.

Containing an area of 1,553 square feet of land, more or less.

**RESERVING THEREFROM:** Pursuant to the provisions of Section 8340 (a) & (c) of the Streets and Highways Code, the easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew and enlarge *those existing and in place utilities*, as of the date of recording this instrument, in, upon, over and across any street or highway or part thereof proposed to be vacated, including access to protect the property from all hazards in, upon, and over all of the area herein before described to be vacated.

END OF DESCRIPTION

Prepared by:

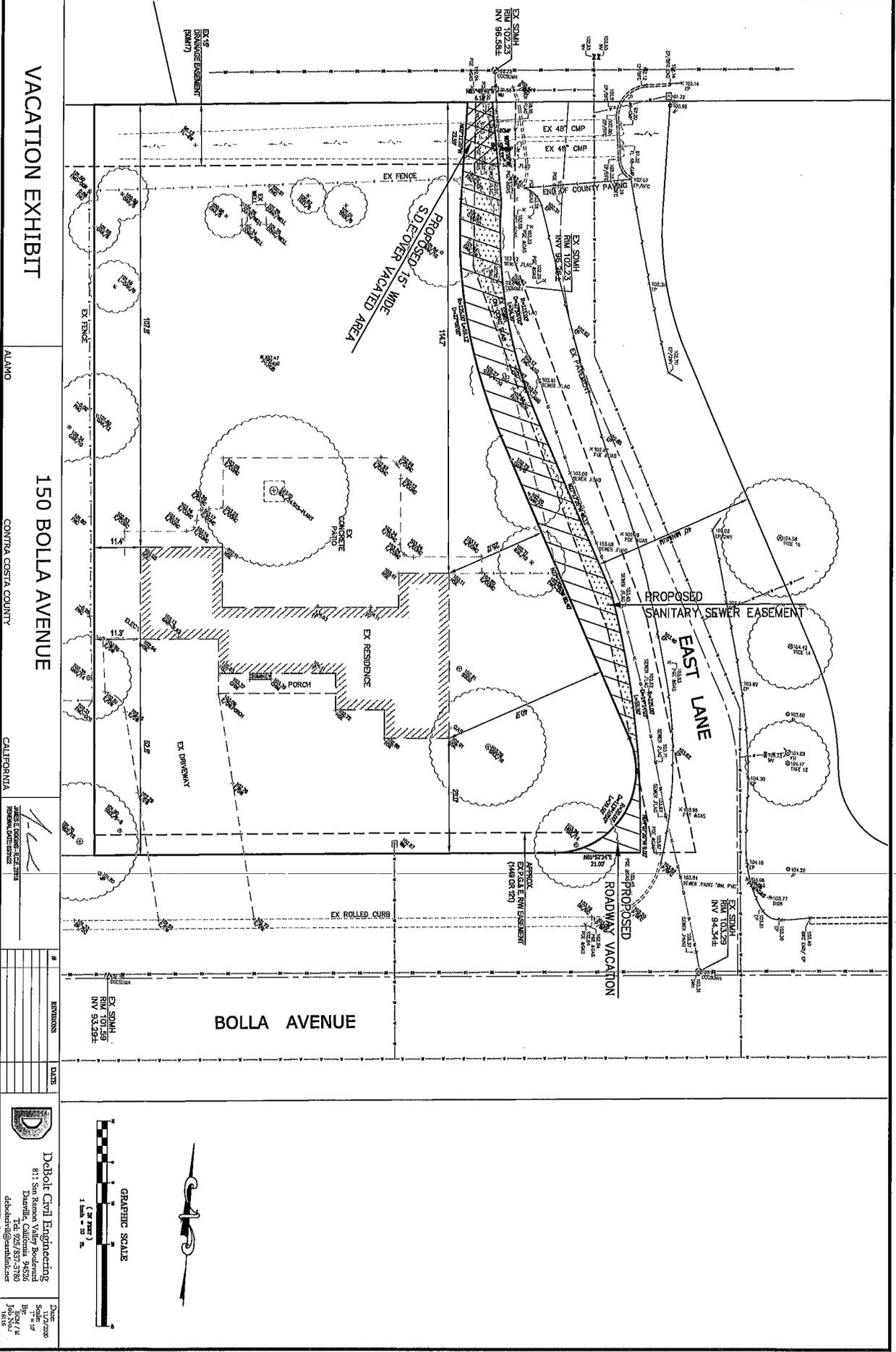
  
\_\_\_\_\_  
James E. Diggins  
R.C.E. 27818  
(Exp. 3/30/2022)  
State of California

Date

  
\_\_\_\_\_  
12/03/2020



ALL PLANS ARE PRELIMINARY AND NOT FOR CONSTRUCTION UNLESS SIGNED AND STAMPED BY THE ENGINEER AND REVIEWING AGENCY.



VACATION EXHIBIT

ALAMO

150 BOLLA AVENUE  
CONTRA COSTA COUNTY

CALIFORNIA

DATE OF SURVEY: 12/28/23  
REVISION: 01/10/24

#	REVISIONS	DATE

**D** Dahlb Civil Engineering  
 811 San Ramon Valley Boulevard  
 Danville, California 94526  
 TEL: 925/851-3780  
 dahlb@dcivileng.com

Date: 1/10/24  
 Scale: 1" = 40'  
 By: JH/LL  
 Job No.: 18115

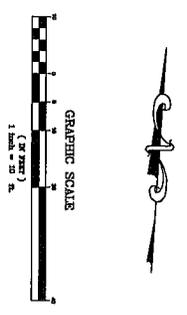


Exhibit "B"



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Construction Contract for the Bailey Road/SR4 Interchange Pedestrian & Bicycle Improvement Project, Bay Point area.

**RECOMMENDATION(S):**

- (1) APPROVE plans, specifications, and design for the Bailey Road/SR4 Interchange Pedestrian & Bicycle Improvement Project. County Project No. 0662-6R4121, Federal Project No. ATPL-5928(136), (District 5)
- (2) DETERMINE that the bid submitted by Bay Cities Paving & Grading, Inc. ("Bay Cities") demonstrated adequate good faith efforts to meet the Disadvantaged Business Enterprise (DBE) requirement for this project and that Bay Cities has submitted the lowest responsive and responsible bid for the project.
- (3) AWARD the construction contract for the above project to Bay Cities in the listed amount (\$3,701,797.72) and the unit prices submitted in the bid, and DIRECT that Bay Cities 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.

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Kevin Emigh,  
925.313.2233

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

(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.

(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 Bay Cities 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 79.2% Active Transportation Program Funds, 20.8% 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 November 17, 2020, the Public Works Department received bids from the following contractors:

BIDDER, TOTAL AMOUNT, BOND AMOUNTS

1. Bay Cities Paving & Grading, Inc.: \$3,701,797.72; Payment: \$3,701,797.72;  
Performance: \$3,701,797.72
2. Granite Rock Company.: \$3,859,608.00
3. Ghilotti Construction Company, Inc.: \$3,930,295.50
4. Ghilotti Bros., Inc.: \$3,972,887.00
5. O.C. Jones & Sons, Inc.: \$3,996,733.00
6. Gordon N. Ball, Inc.: \$4,123,732.00
7. Granite Construction Company: \$4,864,644.00

The bidder listed first above, Bay Cities, submitted the lowest responsive and responsible bid, which is \$157,810.28 less than the next lowest bid.

This is a federally funded project subject to a Disadvantaged Business Enterprise (DBE) contract goal and

requirements. The Public Works Director reports that the lowest monetary bidder, Bay Cities, attained DBE participation of 2.41% and submitted adequate documentation of good faith efforts to meet the DBE goal (14.00%) and requirements for this project. The Public Works Director recommends that the Board determine that Bay Cities has demonstrated adequate good faith efforts to meet the DBE goal for this project and has complied with the DBE requirements for this project and recommends that the construction contract be awarded to Bay Cities.

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

The Board of Supervisors previously determined that the project is a California Environmental Quality Act Class 15301(c)(Class I) Categorical Exemption.

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:

Construction of the project would be delayed, and the project might not be built.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Prohibit stopping, standing, or parking of vehicles at all times on a portion of Marsh Creek Road (Road No. 3971A), Brentwood area.

---

**RECOMMENDATION(S):**

ADOPT Traffic Resolution No. 2021/4499 to prohibit stopping, standing, or parking at all times on both sides of Marsh Creek Road (Road No. 3971A), beginning a distance of 1000 feet west of the center line of Round Valley Regional Park Preserve parking lot entrance (Private Road) and extending easterly a distance of 2000 feet to its termination, as recommended by the Public Works Director, Brentwood area. (District III)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Traffic Engineering Section received a request to prohibit parking of vehicles parked both east and west of the Round Valley Regional Park Preserve parking lot entrance on Marsh Creek Road. It has been stated that during the COVID-19 Pandemic, although East Bay Regional Parks District has been closing Round Valley Regional Park intermittently, citizens have been ignoring the closures and parking their vehicles on the shoulder of Marsh Creek Road outside of the park. In response, although the Maintenance Division

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Monish Sen,  
925.313.2187

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

has placed barricades on the shoulders to deter parking, the signs have been either moved or vandalized. Additionally, the roadside parking has resulted in pedestrians crossing this portion of the roadway at significant personal risk.

CONSEQUENCE OF NEGATIVE ACTION:

Parking will remain unrestricted and unenforceable at this location.

ATTACHMENTS

Traffic Resolution

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

Adopted this Traffic Resolution on January 5, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2021/4499  
Supervisorial District III

---

**SUBJECT:** Prohibit stopping, standing, or parking of vehicles at all times on a portion of Marsh Creek Road (Road No. 3971A), Brentwood area.

The Contra Costa Board of Supervisors RESOLVES that:

Based on recommendations by the County Public Works Department's Transportation Engineering Division, and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established:

Pursuant to Section 22507 of the California Vehicle Code, stopping, standing, or parking is hereby declared to be prohibited at all times on both sides Marsh Creek Road (Road No. 3971A), Brentwood area, beginning a distance of 1000 feet from the center line west of Round Valley Regional Park Preserve parking lot entrance (Private Road) and extending easterly a distance of 2000 feet to its termination.

I hereby certify that this 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:sr

Orig. Dept: Public Works (Traffic)  
Contact: Monish Sen, 313-2187

cc: California Highway Patrol  
Sheriff Department

ATTESTED: \_\_\_\_\_  
Monica Nino, Clerk of the Board of Supervisors and County Administrator

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

**TRAFFIC RESOLUTION NO. 2021/4499**



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Accept an Offer of Dedication for Trail Easement for development plan DP14-03041, Richmond area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/17 accepting for recording purposes only, an Offer of Dedication for Trail Easement for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Offer of Dedication for Trail Easement is required per Condition of Approval No. 34.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Offer of Dedication for Trail Easement will not be recorded.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Randolph Sanders (925)  
313-2111

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

ATTACHMENTS

Resolution No. 2021/17

Offer of Dedication - Trail  
Easement

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

**Adopted this Resolution on 01/05/2021 by the following vote:**

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2021/17

IN THE MATTER OF accepting, for recording purposes only, an Offer of Dedication for Trail Easement for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

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

INSTRUMENT: Offer of Dedication for Trail Easement

REFERENCE: 408-180-010/408-170-072

GRANTOR: IPT Richmond DC III LLC

AREA: Richmond

DISTRICT: I

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

**ATTESTED: January 5, 2021**

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Randolph Sanders (925) 313-2111

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Francisco Avila- DCD, IPT Richmond DC III LLC

**Recorded at the request of:**

Contra Costa County  
Board of Supervisors

**Return to:**

Public Works Department  
Engineering Services Division  
Records Section

**Area:** Richmond

**Road:** Pittsburg Ave

**Co. Road No.:** 0565N

**Development No.:** DP14-3041

**APN:** 408-180-010/ 408-170-072

**OFFER OF DEDICATION – TRAIL EASEMENT**

IPT Richmond DC III LLC, the undersigned, being the present title owner of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, and to the public, for trail purposes, and other public purposes, including maintenance thereof, construction, reconstruction, access and the clearing of vegetation, situated in the County of Contra Costa, State of California, as 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 assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

The provisions hereof shall inure to the benefit of **Contra Costa County** and its successors or assigns and will be binding upon the title owner of record and that owner's heirs, successors or assigns.

The undersigned executed this instrument on October 21, 2019.

**IPT Richmond DC III LLC,**  
a Delaware limited liability company

By: BTC II Holdco LLC,  
a Delaware limited liability company,  
its sole member

By: Build-To-Core Industrial Partnership II LP,  
a Delaware limited partnership,  
its manager

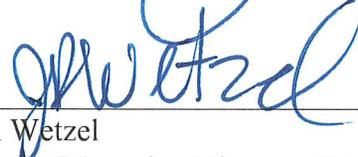
By: IPT BTC II GP LLC,  
a Delaware limited liability company,  
its general partner

By: IPT Real Estate Holdco LLC,  
a Delaware limited liability company,  
its sole member

By: Industrial Property Operating Partnership LP,  
a Delaware limited partnership,  
its sole member

By: Industrial Property Trust Inc.,  
a Maryland corporation,  
its general partner

By:   
Peter Vanderburg  
Managing Director of Development

By:   
JR Wetzel  
Senior Managing Director, Western Region

*[Notary Blocks Appear on the Following Pages]*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

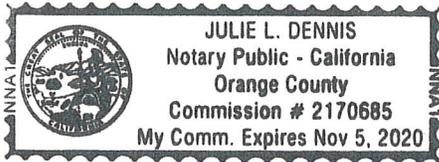
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On October 21, 2019 before me, Julie L. Dennis, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Peter Vanderburg  
Name(s) of Signer(s)

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 Julie L. Dennis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

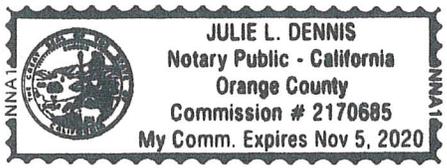
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )
On October 21, 2019 before me, Julie L. Dennis, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Janvier Reed Wetzel
Name(s) of Signer(s)

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 Julie L. Dennis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TRAIL EASEMENT**

BEING REAL PROPERTY SITUATE IN AN UNINCORPORATED PORTION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF "ADJUSTED PARCEL 1" AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED OCTOBER, 162019, AS DOCUMENT NO. 2019-0176365, CONTRA COSTA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWESTERLY CORNER OF SAID ADJUSTED PARCEL 1, SAID POINT BEING ON THE EASTERLY LINE OF RICHMOND PARKWAY, THENCE ALONG THE WESTERLY THEREOF, NORTH 00° 35' 08" EAST, 9.25 FEET, TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE CONTINUING ALONG LAST SAID LINE, NORTH 00° 35' 08" EAST, 16.22 FEET;

THENCE LEAVING SAID LINE, NORTH 68° 14' 12" EAST, 532.09 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID ADJUSTED PARCEL 1 (2019-0176365 O.R.), SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT 2,287.15 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 30° 59' 26" WEST;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 45' 03", AN ARC DISTANCE OF 109.81 FEET;

THENCE LEAVING SAID LINE, SOUTH 68° 14' 12" WEST, 429.48 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 7,260 SQUARE FEET OR 0.1667 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

  
GARY K. LAMB, P.L.S. 6627

11-24-20  
DATE

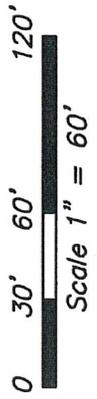


**Exhibit "B"**  
**Plat Map**  
**Trail Easement**



# LEGEND

- AC ACRES
- OR OFFICIAL RECORDS
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING
- (T) TOTAL
- (R) RADIAL BEARING
- SF SQUARE FEET



OLD RIGHT OF WAY

RICHMOND PKWY

ADJUSTED PARCEL 1  
2019-0176365 OR.

N30°59'26"W (R)

R=2287.15'  
D=2°45'03"  
L=109.81'

D=8°55'37"  
L=359.01'

N68°14'12"E 532.60'  
S68°14'12"W 422.648'  
S65°59'37"W 15.32'

15' TRAIL EASEMENT  
7,260±SF, 0.1667±AC

CONTRA COSTA COUNTY FLOOD CONTROL  
& WATER CONSERVATION DISTRICT  
14230 OR. 846 & 17244 OR. 49

R=77.00'  
D=42°48'05"  
L=57.52'

R=138.01'  
D=3°35'27"  
L=8.65'

16.22'  
9.25'

POB

POC

PARCEL 1971 14025 OR 833  
R=2513.16' D=4°17'42" L=108.39'



250 Cherry Lane, Suite 107, 208 Manteca, CA 95337  
Phone: (209) 328-1123  
www.kierwright.com

## EXHIBIT "B" TRAIL EASEMENT

RICHMOND, CONTRA COSTA COUNTY CALIFORNIA

DATE	NOV., 2020
SCALE	1" = 60'
BY	GKL
JOB NO.	A18625-1
SHEET	1 OF 1



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Accept an Offer of Dedication for Drainage Purposes for development plan DP14-03041, Richmond area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/1 accepting for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Offer of Dedication for Drainage Purposes is required per Condition of Approval No. 68-11 (For Flood Control District access.)

**CONSEQUENCE OF NEGATIVE ACTION:**

The Offer of Dedication for Drainage Purposes will not be recorded.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Randolph Sanders (925)  
313-2111

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

ATTACHMENTS

Resolution No. 2021/1

Offer of Dedication - Drainage  
Purposes

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

**Adopted this Resolution on 01/05/2021 by the following vote:**

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2021/1

IN THE MATTER OF accepting, for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

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

INSTRUMENT: Offer of Dedication for Drainage Purposes

REFERENCE: 408-180-010/408-170-072

GRANTOR: IPT Richmond DC III LLC

AREA: Richmond

DISTRICT: I

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

**ATTESTED: January 5, 2021**

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Randolph Sanders (925) 313-2111

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Francisco Avila- DCD, IPT Richmond DC III LLC

**Recorded at the request of:**

Contra Costa County  
Public Works Department

**Return to:**

Contra Costa County  
Public Works Department  
Records Section

**Area:** Richmond

**Road:** Pittsburg Ave

**Co. Road No.:** 0565N

**Development No.:** DP14-3041

**Assessor's No.:** 408-180-010/ 408-170-072

**OFFER OF DEDICATION - DRAINAGE PURPOSES**

IPT RICHMOND DC III LLC, a Delaware limited liability company, the undersigned, being the present title owner(s) of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication to COUNTY OF CONTRA COSTA, a political subdivision of the State of California, and its successors or assigns, of an easement for storm, flood and surface water drainage, including construction, access or maintenance of work, improvements and structures, whether covered or open, or the clearing of obstructions and vegetation, upon 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 COUNTY OF CONTRA COSTA and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

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

*[Signatures and Notary Blocks Appear on the Following Pages]*

The undersigned executed this instrument on October 21, 2019.

**IPT Richmond DC III LLC,**  
a Delaware limited liability company

By: BTC II Holdco LLC,  
a Delaware limited liability company,  
its sole member

By: Build-To-Core Industrial Partnership II LP,  
a Delaware limited partnership,  
its manager

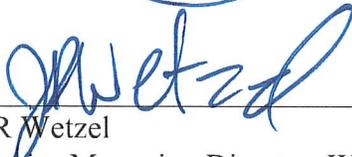
By: IPT BTC II GP LLC,  
a Delaware limited liability company,  
its general partner

By: IPT Real Estate Holdco LLC,  
a Delaware limited liability company,  
its sole member

By: Industrial Property Operating Partnership LP,  
a Delaware limited partnership,  
its sole member

By: Industrial Property Trust Inc.,  
a Maryland corporation,  
its general partner

By:   
\_\_\_\_\_  
Peter Vanderburg  
Managing Director of Development

By:   
\_\_\_\_\_  
JR Wetzel  
Senior Managing Director, Western Region

[Notary Blocks Appear on the Following Pages]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

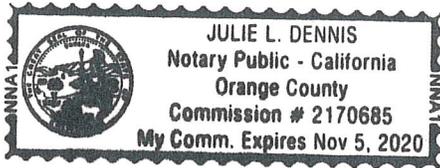
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On October 21, 2019 before me, Julie L. Dennis, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Peter Vanderburg  
Name(s) of Signer(s)

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 Julie L. Dennis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Orange )

On October 21, 2019 before me, Julie L. Dennis, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Janvier Reed Wetzel  
Name(s) of Signer(s)

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 Julie L. Dennis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DRAINAGE EASEMENT-2**

BEING REAL PROPERTY SITUATE IN AN UNINCORPORATED PORTION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF "ADJUSTED PARCEL 1" AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED OCTOBER 16, 2019, AS DOCUMENT NO. 2019-0176365, CONTRA COSTA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWESTERLY CORNER OF SAID ADJUSTED PARCEL 1, SAID POINT BEING ON THE EASTERLY LINE OF RICHMOND PARKWAY;

THENCE ALONG THE WESTERLY THEREOF, NORTH 00° 35' 08" EAST, 15.30 FEET, TO A POINT, BEING THE POINT OF CURVATURE OF A NON-TANGENT 173.29 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 10° 40' 50" WEST;

THENCE LEAVING SAID WESTERLY LINE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04' 00' 54", AN ARC DISTANCE OF 12.14 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A 62.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 34° 42' 17", AN ARC DISTANCE OF 35.39 FEET;

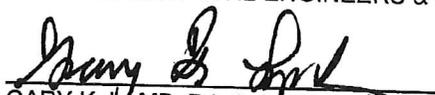
THENCE NORTH 71° 59' 27" EAST, 97.30 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID ADJUSTED PARCEL 1 (2019-0176365 O.R.), SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT 2,513.16 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 26° 22' 16" EAST;

THENCE ALONG SAID SOUTHERLY LINE, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG SAID 2,513.16 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01° 55' 49", AN ARC DISTANCE OF 84.66 FEET, TO A POINT OF REVERSE CURVATURE,
- 2) ALONG A 77.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 42° 48' 05", AN ARC DISTANCE OF 57.52 FEET, TO A POINT OF REVERSE CURVATURE,
- 3) ALONG A 138.01 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03° 35' 27", AN ARC DISTANCE OF 8.65 FEET, TO THE POINT OF **BEGINNING**.

CONTAINING 1,501 SQUARE FEET OR 0.0345 ACRES, MORE OR LESS.

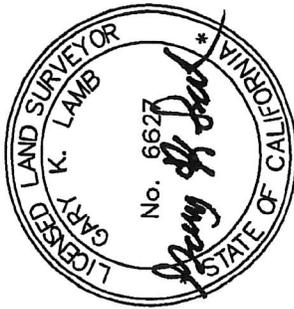
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

  
GARY K. LAMB, P.L.S. 6627

5-22-20  
DATE

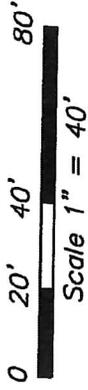


**Exhibit "B"**  
**Plat Map**  
**Drainage Easement - 2**



**LEGEND**

AC ACRES  
 OR OFFICIAL RECORDS  
 POB POINT OF BEGINNING  
 (T) TOTAL  
 (R) RADIAL BEARING  
 SF SQUARE FEET



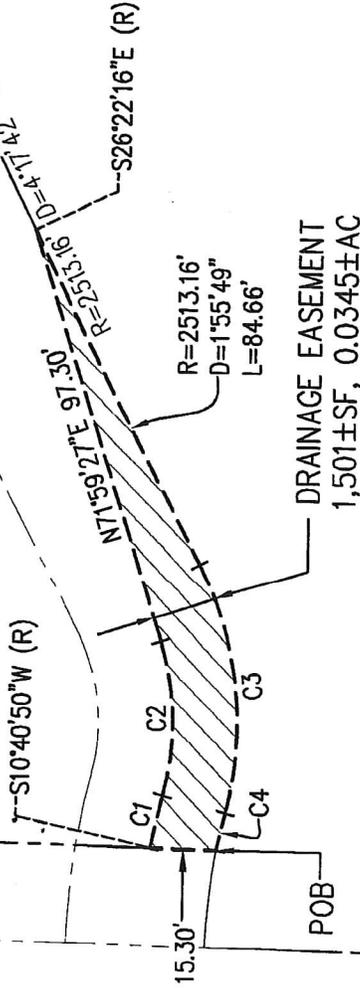
RICHMOND PKWY

OLD RIGHT OF WAY

N0°35'08"E 1602.03' (T)

ADJUSTED PARCEL 1  
 2019-0176365 OR.

PARCEL 1397T 14025 OR 833  
 CONTRA COSTA COUNTY  
 FLOOD CONTROL & WATER CONSERVATION DISTRICT  
 14230 OR. 846 & 17244 OR. 49



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	173.29'	4°00'54"	12.14'
C2	62.00'	32°42'17"	35.39'
C3	77.00'	42°48'05"	57.52'
C4	138.01'	3°35'27"	8.65'



**KIER+WRIGHT**

250 Cherry Lane, Suite 107, 208 Manteca, CA 95337  
 Phone: (209) 328-1123  
 www.kierwright.com

**EXHIBIT "B"**  
**DRAINAGE EASEMENT-2**

RICHMOND, CONTRA COSTA COUNTY CALIFORNIA

DATE	MAY, 2020
SCALE	1" = 40'
BY	GKL
JOB NO.	A18625-1
SHEET	1 OF 1



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Accept an Offer of Dedication for Drainage Purposes for development plan DP14-03041, Richmond area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/2 accepting for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Offer of Dedication for Drainage Purposes is required per Condition of Approval No. 68-10 (For future levee improvement purposes.)

**CONSEQUENCE OF NEGATIVE ACTION:**

The Offer of Dedication for Drainage Purposes will not be recorded.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Randolph Sanders (925)  
313-2111

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

ATTACHMENTS

Resolution No. 2021/2

Offer of Dedication- Drainage  
Purposes

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

**Adopted this Resolution on 01/05/2021 by the following vote:**

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2021/2

IN THE MATTER OF accepting, for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

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

INSTRUMENT: Offer of Dedication for Drainage Purposes

REFERENCE: 408-180-010/408-170-072

GRANTOR: IPT Richmond III LLC

AREA: Richmond

DISTRICT: I

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

**ATTESTED: January 5, 2021**

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Randolph Sanders (925) 313-2111

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Francisco Avila- DCD, IPT Richmond DC III LLC

**Recorded at the request of:**  
Contra Costa County  
Public Works Department

**Return to:**  
Contra Costa County  
Public Works Department  
Records Section

**Area:** Richmond

**Road:** Pittsburg Ave

**Co. Road No.:** 0565N

**Development No.:** DP14-3041

**Assessor's No.:** 408-180-010/ 408-170-072

## **OFFER OF DEDICATION - DRAINAGE PURPOSES**

IPT RICHMOND DC III LLC, a Delaware limited liability company, the undersigned, being the present title owner(s) of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication to COUNTY OF CONTRA COSTA, a political subdivision of the State of California, and its successors or assigns, of an easement for storm, flood and surface water drainage, including construction, access or maintenance of work, improvements and structures, whether covered or open, or the clearing of obstructions and vegetation, upon 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 COUNTY OF CONTRA COSTA and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

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

*[Signatures and Notary Blocks Appear on the Following Pages]*

The undersigned executed this instrument on October 21, 2019.

**IPT Richmond DC III LLC,**  
a Delaware limited liability company

By: BTC II Holdco LLC,  
a Delaware limited liability company,  
its sole member

By: Build-To-Core Industrial Partnership II LP,  
a Delaware limited partnership,  
its manager

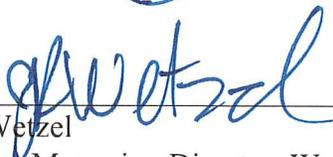
By: IPT BTC II GP LLC,  
a Delaware limited liability company,  
its general partner

By: IPT Real Estate Holdco LLC,  
a Delaware limited liability company,  
its sole member

By: Industrial Property Operating Partnership LP,  
a Delaware limited partnership,  
its sole member

By: Industrial Property Trust Inc.,  
a Maryland corporation,  
its general partner

By:   
Peter Vanderburg  
Managing Director of Development

By:   
JR Wetzel  
Senior Managing Director, Western Region

[Notary Blocks Appear on the Following Pages]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

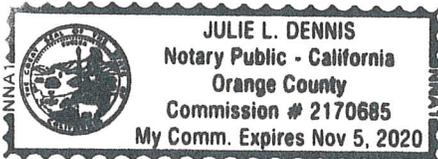
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On October 21, 2019 before me, Julie L. Dennis, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Peter Vanderburg  
Name(s) of Signer(s)

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: Julie L. Dennis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Orange )

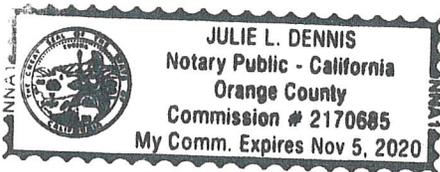
On October 21, 2019 before me, Julie L. Dennis, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Janvier Reed Wetzel  
Name(s) of Signer(s)

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 Julie L. Dennis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DRAINAGE EASEMENT-1**

BEING REAL PROPERTY SITUATE IN AN UNINCORPORATED PORTION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF "ADJUSTED PARCEL 1" AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED OCTOBER 16, 2019, AS DOCUMENT NO. 2019-0176365, CONTRA COSTA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWESTERLY CORNER OF SAID PROPERTY, SAID POINT BEING ON THE EASTERLY LINE OF RICHMOND PARKWAY, THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 00° 35' 08" EAST, 45.56 FEET, TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE CONTINUING ALONG LAST SAID LINE, NORTH 00° 35' 08" EAST, 46.88 FEET;

THENCE LEAVING LAST SAID LINE, SOUTH 89° 24' 33" EAST, 132.76 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT 2,558.16 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 26° 00' 55" EAST;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02' 17' 10", AN ARC DISTANCE OF 102.07 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A 32.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 42° 48' 05", AN ARC DISTANCE OF 23.91 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A 183.01 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06° 08' 51", AN ARC DISTANCE OF 19.64 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 4,218 SQUARE FEET OR 0.0968 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

  
\_\_\_\_\_  
GARY K. LAMB, P.L.S. 6627

9-27-19  
\_\_\_\_\_  
DATE



**Exhibit "B"**  
**Plat Map**  
**Drainage Easement - 1**

# LEGEND

- AC ACRES
- OR OFFICIAL RECORDS
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING
- (T) TOTAL
- (R) RADIAL BEARING
- SF SQUARE FEET



RICHMOND PKWY

OLD RIGHT OF WAY

ADJUSTED PARCEL 1  
2019-0176365 OR.

S26°00'55"E (R)

S89°24'33"E 132.76'

DRAINAGE EASEMENT  
4,218±SF, 0.0968±AC

46.88'

N0°35'08"E 46.88'

N0°35'08"E 1602.03' (T)

S65°59'37"W 15.32'

R=27281.15' D=8°35'37" L=359.01'

R=2558.16' D=2°17'10" L=102.07'

R=188.39' D=4°17'42" L=188.39'

R=2513.16' D=4°17'42" L=2513.16'

PARCEL 1397T 14025 OR 833

POB

POC

C2

C1

## CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	32.00'	42°48'05"	23.91'
C2	183.01'	6°08'51"	19.64'

CONTRA COSTA COUNTY FLOOD CONTROL,  
& WATER CONSERVATION DISTRICT  
14230 OR. 846 & 17244 OR. 49



**KIER+WRIGHT**

250 Cherry Lane, Suite 107, 208  
Manteca, CA 95337  
Phone: (209) 328-1123  
www.kierwright.com

## EXHIBIT "B" DRAINAGE EASEMENT-1

RICHMOND, CONTRA COSTA COUNTY CALIFORNIA

DATE	SEPT., 2019
SCALE	1" = 40'
BY	GKL
JOB NO.	A18625-1
SHEET	1 OF 1



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Accept an Offer of Dedication for Drainage Purposes for development plan DP14-03041, Richmond area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/3 accepting for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Offer of Dedication for Drainage Purposes is required per Condition of Approval No. 68-10 (For future levee slope improvement purposes.)

**CONSEQUENCE OF NEGATIVE ACTION:**

The Offer of Dedication for Drainage Purposes will not be recorded.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Randolph Sanders (925)  
313-2111

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Francisco Avila- DCD, Renee Hutchins - Records, Karen Piona- Record, IPT Richmond DC III LLC

ATTACHMENTS

Resolution No. 2021/3

Offer of Dedication - Drainage  
Purposes

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

**Adopted this Resolution on 01/05/2021 by the following vote:**

AYE:	<input type="checkbox"/>
NO:	<input type="checkbox"/>
ABSENT:	<input type="checkbox"/>
ABSTAIN:	<input type="checkbox"/>
RECUSE:	<input type="checkbox"/>

Resolution No. 2021/3

IN THE MATTER OF accepting for recording purposes only, an Offer of Dedication for Drainage Purposes for development plan DP14-03041, for a project being developed by IPT Richmond DC III LLC, as recommended by the Public Works Director, Richmond area. (District I)

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

INSTRUMENT: Offer of Dedication for Drainage Purposes

REFERENCE: 408-180-010/408-170-072

GRANTOR: IPT Richmond III LLC

AREA: Richmond

DISTRICT: I

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

**ATTESTED: January 5, 2021**

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Randolph Sanders (925) 313-2111

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Deborah Preciado - Engineering Services, Francisco Avila- DCD, Renee Hutchins - Records, Karen Piona- Record, IPT Richmond DC III LLC

**Recorded at the request of:**

Contra Costa County  
Public Works Department

**Return to:**

Contra Costa County  
Public Works Department  
Records Section

**Area:** Richmond

**Road:** Pittsburg Ave

**Co. Road No.:** 0565N

**Development No.:** DP14-3041

**Assessor's No.:** 408-180-010/ 408-170-072

**OFFER OF DEDICATION - DRAINAGE PURPOSES**

IPT RICHMOND DC III LLC, a Delaware limited liability company, the undersigned, being the present title owner(s) of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication to COUNTY OF CONTRA COSTA, a political subdivision of the State of California, and its successors or assigns, of an easement for storm, flood and surface water drainage, including construction, access or maintenance of work, improvements and structures, whether covered or open, or the clearing of obstructions and vegetation, upon 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 COUNTY OF CONTRA COSTA and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the Board of Supervisors, or of the local governing bodies of its successors or assigns.

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

*[Signatures and Notary Blocks Appear on the Following Pages]*

The undersigned executed this instrument on October 21, 2019.

**IPT Richmond DC III LLC,**  
a Delaware limited liability company

By: BTC II Holdco LLC,  
a Delaware limited liability company,  
its sole member

By: Build-To-Core Industrial Partnership II LP,  
a Delaware limited partnership,  
its manager

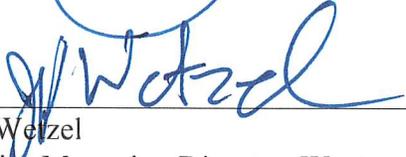
By: IPT BTC II GP LLC,  
a Delaware limited liability company,  
its general partner

By: IPT Real Estate Holdco LLC,  
a Delaware limited liability company,  
its sole member

By: Industrial Property Operating Partnership LP,  
a Delaware limited partnership,  
its sole member

By: Industrial Property Trust Inc.,  
a Maryland corporation,  
its general partner

By:   
\_\_\_\_\_  
Peter Vanderburg  
Managing Director of Development

By:   
\_\_\_\_\_  
JR Weizel  
Senior Managing Director, Western Region

[Notary Blocks Appear on the Following Pages]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )  
County of Orange )  
On October 21, 2019 before me, Julie L. Dennis, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Peter Vanderburg  
Name(s) of Signer(s)

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 Julie L. Dennis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

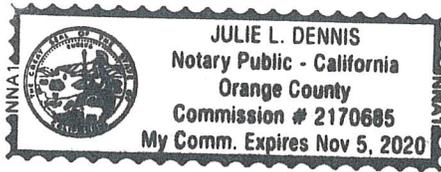
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State of California )
County of Orange )
On October 21, 2019 before me, Julie L. Dennis, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Janvier Reed Wetzel
Name(s) of Signer(s)

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 Julie L. Dennis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**45' WIDE DRAINAGE EASEMENT**

BEING REAL PROPERTY SITUATE IN AN UNINCORPORATED PORTION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF "ADJUSTED PARCEL 1" AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED OCTOBER 16, 2019, AS DOCUMENT NO. 2019-0176365, CONTRA COSTA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 1, THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 57° 00' 00" WEST, 440.69 FEET,
- 2) ALONG THE ARC OF A 2,287.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08° 59' 37", AN ARC DISTANCE OF 359.01 FEET,
- 3) SOUTH 65° 59' 37" WEST, 15.32 FEET,
- 4) ALONG THE ARC OF A 2,513.16 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04° 17' 42", AN ARC DISTANCE OF 188.39 FEET, TO A POINT OF REVERSE CURVATURE,
- 5) ALONG THE ARC OF A 77.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 42° 48' 05", AN ARC DISTANCE OF 57.52 FEET, TO A POINT OF REVERSE CURVATURE,
- 6) ALONG THE ARC OF A 138.01 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03° 35' 26", AN ARC DISTANCE OF 8.65 FEET, TO THE SOUTHWESTERLY CORNER OF SAID ADJUSTED PARCEL 1 (2019-0176365 O.R.), SAID POINT BEING ON THE EASTERLY LINE OF RICHMOND PARKWAY.

THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 00° 35' 08" EAST, 45.56 FEET;

THENCE LEAVING SAID LINE, AND RUNNING ALONG THE FOLLOWING SIX (6) COURSES:

- 1) ALONG A NON-TANGENT 183.01 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 08° 21' 09" WEST; THROUGH A CENTRAL ANGLE OF 06° 08' 51", AN ARC DISTANCE OF 19.64 FEET, TO A POINT OF REVERSE CURVATURE,
- 2) ALONG A 32.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42° 48' 05", AN ARC DISTANCE OF 23.91 FEET, TO A POINT OF REVERSE CURVATURE,
- 3) ALONG A 2,558.16 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04° 17' 42", AN ARC DISTANCE OF 191.76 FEET,
- 4) NORTH 65° 59' 37" EAST, 15.32 FEET,

- 5) ALONG THE ARC OF A 2,242.15 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08° 59' 37", AN ARC DISTANCE OF 351.95,
- 6) NORTH 57° 00' 00" EAST, 471.23 FEET, TO A POINT ON THE EASTERLY LINE OF SAID ADJUSTED PARCEL 1 (2019-0176365 O.R.).

THENCE ALONG LAST SAID LINE SOUTH 01° 09' 47" WEST, 54.38 FEET, TO THE POINT OF BEGINNING.

CONTAINING 48,226 SQUARE FEET OR 1.1071 ACRES, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

  
GARY K. LAMB, P.L.S. 6627

11-24-20  
DATE



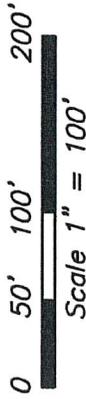
**Exhibit "B"**  
**Plat Map**  
**Slope Easement**

# LEGEND

AC ACRES  
 OR OFFICIAL RECORDS  
 POB POINT OF BEGINNING  
 (T) TOTAL  
 (R) RADIAL BEARING  
 SF SQUARE FEET

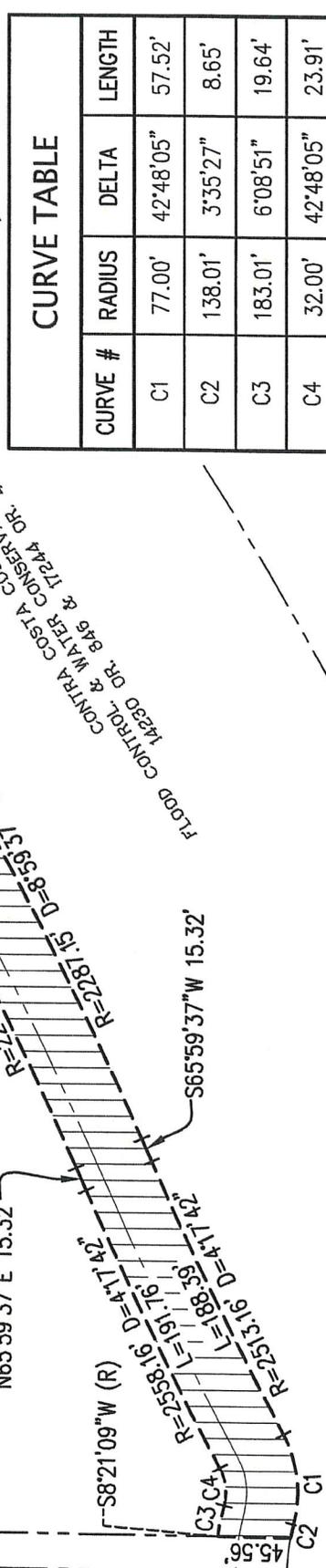
ADJUSTED PARCEL 1  
 2019-0176365 OR.

45' DRAINAGE EASEMENT  
 48,226±SF, 1,1071±AC



S1°09'47"W 1043.87' (T)  
 54.38'  
 POB

RICHMOND PKWY  
 OLD RIGHT OF WAY  
 N0°35'08"E 1602.03' (T)



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	77.00'	42°48'05"	57.52'
C2	138.01'	3°35'27"	8.65'
C3	183.01'	6°08'51"	19.64'
C4	32.00'	42°48'05"	23.91'



250 Cherry Lane, Suite 107, 208  
 Manteca, CA 95337  
 Phone: (209) 328-1123  
 www.kierwright.com

## EXHIBIT "B" DRAINAGE EASEMENT

RICHMOND, CONTRA COSTA COUNTY CALIFORNIA

DATE	NOV., 2020
SCALE	1" = 100'
BY	GKL
JOB NO.	A18625-1
SHEET	1 OF 1



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Approve a Contract with Larry Walker Associates, Inc. for Stormwater Quality Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract with Larry Walker Associates, Inc., in an amount not to exceed \$300,000 for Countywide stormwater quality services necessary to comply with federal and state stormwater permit requirements issued under the National Pollutant Discharge Elimination System Permit, for the period January 5, 2021 through December 31, 2023, Countywide.

**FISCAL IMPACT:**

All costs associated with this contract will not exceed \$300,000 and will be funded 100% by Stormwater Utility Assessment fees collected by the Cities/Towns and County, proportional to their respective populations.

**BACKGROUND:**

The Contra Costa Clean Water Program (the “CCCWP”) consists of Contra Costa County, its 19 incorporated cities/towns and the Contra Costa County Flood Control and Water Conservation District (hereinafter referred to collectively as “Permittees”). The CCCWP was established in 1991 through a Program Agreement in response to the 1987 amendments to

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Andrea Bullock,  
925-313-2194

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the Federal Clean Water Act (the “CWA”), which established a framework for regulating municipal stormwater discharges under the National Pollutant Discharge Elimination System (“NPDES”) Permit Program. The United States Environmental Protection Agency (the “USEPA”) published final rules implementing the 1987 CWA amendments in November 1990. The rules mandate that Permittees obtain and implement stormwater permits designed to reduce and eliminate the discharge of pollutants into and from Municipal Separate Storm Sewer Systems (the “MS4s”) they own and operate. Through the CCCWP, Permittees conduct many of the mandated activities collectively (referred to as “Group Activities”), such as water quality monitoring, special studies, and public education. The roles and responsibilities of the CCCWP and Permittees are outlined in the Contra Costa Clean Water Program Agreement, which was last updated and adopted by all Permittees in June 2010. The current San Francisco Bay Region Municipal Regional Stormwater NPDES Permit No. CAS612008, Order R2-2015-0049 (“Permit”), was issued in November of 2015.

The CCCWP Permittees request to retain Larry Walker Associates, Inc., to plan, coordinate and administer mandated stormwater quality management activities as required by the NPDES permit. Larry Walker Associates, Inc., will assist the Program by negotiating permit requirements, attending various stakeholder meetings on behalf of Permittees, preparing written response to the Regional Water Quality Control Boards and will complete other activities related the re-issuance and implementation of NPDES permit.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, the CCCWP, 19 Cities and Towns, Contra Costa County, and the Flood Control District will be unable to meet the outreach requirements set forth by the San Francisco Bay Region Municipal Regional Stormwater NPDES Permit No. CAS612008, Order R2-2015-0049.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: APPROVE the Lindsey Basin Finalization Tasks and Right of Way Transfer Project and take related actions under CEQA.

---

**RECOMMENDATION(S):**

APPROVE the Lindsey Basin Finalization Tasks and Right of Way Transfer Project (Project) Antioch area. [County Project No. 7566-6D8126, DCD-CP# 20-19] (District III).

DETERMINE that the activity will not have a significant effect on the environment and is not subject to the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061(b)(3) of the CEQA Guidelines, and

DIRECT the Director of Department of Conservation and Development to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Chief Engineer, or designee, to arrange for payment of a \$25 fee to the Department of Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

**FISCAL IMPACT:**

Estimated Project cost: \$15,000; 100% Drainage Area 56 funds.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Laura Cremin  
925-313-2015

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Laura Cremin, Ave' Brown

BACKGROUND:

The activity consists of a transfer of fee title of Lindsey Basin from the Contra Costa County Flood Control and Water Conservation District (District) to the City of Antioch for their perpetual ownership and maintenance. Real Estate transactions will include: the transfer of parcels, the transfer of utility easements, and changes to existing easements and creation of new easements within the parcels that will be transferred. Lindsey Basin is a local, non-regional flood control facility located in the City of Antioch within Drainage Area 56. It was constructed with an intent to be owned and maintained by the local jurisdiction (the City of Antioch) after construction. Initial construction of the basin took place in 1988 and final modifications were completed in 2007.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of transfer of title to the intended owner.

ATTACHMENTS

CEQA

CALIFORNIA ENVIRONMENTAL QUALITY ACT  
**Notice of Exemption**

To:  Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: Contra Costa County  
Dept. of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

County Clerk  
County of: Contra Costa

**Project Title:** Lindsey Basin Finalization Tasks and Right of Way Transfer  
Proj. No. 7566-6D 8126, CP#20-19

**Project Applicant:** Contra Costa County Public Works Department,  
255 Glacier Drive Martinez, CA 94553

**Project Location:** City of Antioch, in East Contra Costa County. The extent of Lindsey Basin is southeast of Laurel Road, southwest of Neroly Road, and northeast of Highway 4

**Lead Agency:** Contra Costa County Department of Conservation and Development

**Description of Nature, Purpose and Beneficiaries of Project:** The activity consists of a transfer of fee title of Lindsey Basin from the Contra Costa Flood Control and Water Conservation District (District) to the City of Antioch for their perpetual ownership and maintenance. Real Estate transactions will include: the transfer of parcels, the transfer of utility easements, and changes to existing easements and creation of new easements within the parcels that will be transferred. Below is a summary of anticipated transactions. Lindsey Basin is a local, non-regional flood control facility located in the City of Antioch within Drainage Area 56. It was constructed with an intent to be owned and maintained by the local jurisdiction (the City of Antioch) after construction. Initial construction of the basin took place in 1988 and final modifications were completed in 2007.

**Parcel transfers:**

- Five parcels will be transferred or partially transferred with a lot line adjustment from the District to the City of Antioch, including: I. APN 053-060-029; II. APN 053-07C-002 (partial, with lot line adjustment); III. APN 053-072-027 (partial, with lot line adjustment); IV. APN 053-072-021; and V. APN 053-072-024 (see Figures 2 – 3, and APN boundaries on Figures 4 – 5).
- **New parcel.** One new parcel will be created through lot line adjustments and excluded from transfer so that it may be retained by the District for future use. The new parcel will consist of a portion of existing parcels 053-07C-002 and 053-072-027.

**Easement transfers and shares:**

- Existing easements will be transferred from the District to the City of Antioch, including: I. Chevron easement over a petroleum pipeline; II. Pacific Gas & Electric Company easement over a main gas line; III. Contra Costa Water District easement over Los Vaqueros Pipeline; and IV. District easements along Lindsey Basin outfall pipe on Union Pacific Railroad (UPRR) parcels.
- Existing easements will be shared between the District and the City of Antioch, including: I. Flood Control District access easement across the UPRR; and II. Flood Control District access easement across the UPRR.

**New easements:**

- New easements will be created to facilitate access to newly transferred or reserved parcels, including: I. District access easement contiguous with the parcel to be reserved by the District and the UPRR easement; II. City of Antioch storm drain easement centered on the extent of the Lindsey Basin outfall pipe overlying parcel 053-060-028; and III. City of Antioch access easement contiguous with the Lindsey Basin outfall easement and the access easement.
- New Storm Drain Easement to be created on APN 053-07C-002. The District will require an easement for access from the southern UPRR easement to the portions of the new parcel excluded from the transfer.
- New Storm Drain Easements to be created on APN 053-060-028. The District will be providing a storm drain easement to the City of Antioch for the portion of the Lindsey Basin outfall pipe passing through District property.
- New Access Easement will be created on APN 053-060-028 to connect a UPRR easement with the Lindsey Basin outfall pipe.

**Operations & Maintenance:** An Operation and Maintenance manual has been prepared by the District and will be provided to the City of Antioch as part of this project. The O&M manual includes all necessary information on how to maintain the basin.

This CEQA documentation only covers the necessary Real Estate transactions only. The City and/or applicant/owner will be responsible for any further CEQA assessments and approvals necessary as well as obtaining any applicable County, City, or regulatory permits associated with operation and maintenance of the basin. General Plan Conformance is necessary from the City of Antioch.

Name of Public Agency Approving Project: **Contra Costa County**  
Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

**Exempt Status:**

- |   |   |
|---|---|
| <input type="checkbox"/> Ministerial Project (Sec. 21080(b) (1); 15268;     | <input type="checkbox"/> Categorical Exemption: <u>Class ( )</u>                  |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a));   | <input type="checkbox"/> Other Statutory Exemption, Code No.: _____               |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); | <input checked="" type="checkbox"/> Common Sense Exemption [Section 15061 (b)(3)] |

**Reasons why project is exempt:** It can be seen with certainty that there is no possibility that the activity may have a significant adverse effect on the environment, pursuant to section 15061(b)(3) of the CEQA guidelines.

Lead Agency Contact Person: **Laura Cremin - Public Works Dept.** Area Code/Telephone/Extension: **(925) 313-2015**

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: Jeanne B. Morana Date: 12/10/2020 Title: Principal Planner  
**Contra Costa County Department of Conservation and Development**

Signed by Lead Agency  Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

I declare that on \_\_\_\_\_ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Applicant:**

Public Works Department  
255 Glacier Drive  
Martinez, CA 94553

**Attn: Laura Cremin**

**Environmental Services Division**

**Phone: (925) 313-2015**

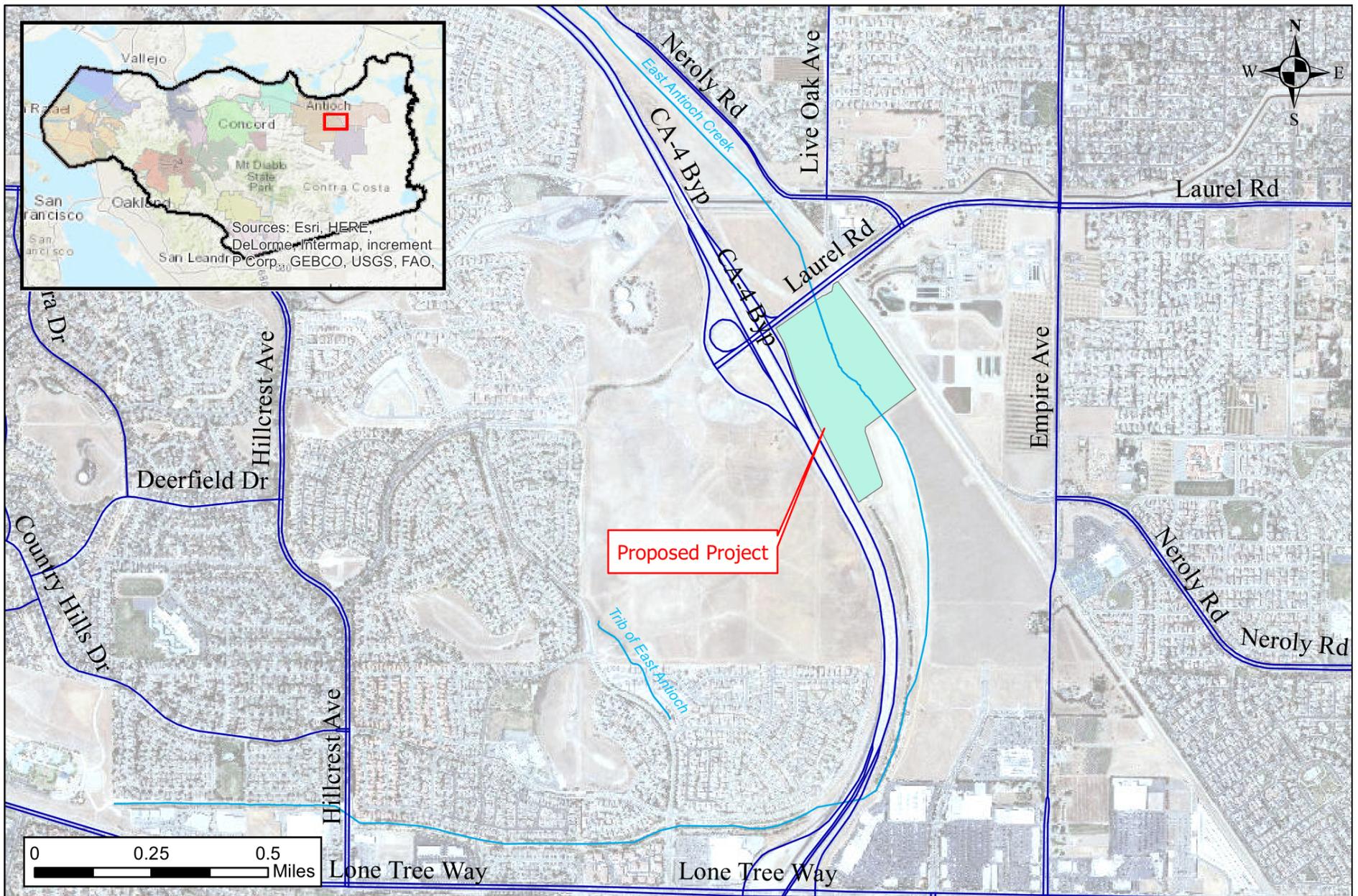
**Department of Fish and Game Fees Due**

- EIR - \$3,344.<sup>25</sup>
- Neg. Dec. - \$2,480.<sup>25</sup>
- DeMinimis Findings - \$0
- County Clerk - \$50**
- Conservation & Development - \$25**

**Total Due: \$ 75** \_\_\_\_\_

Total Paid \$ \_\_\_\_\_

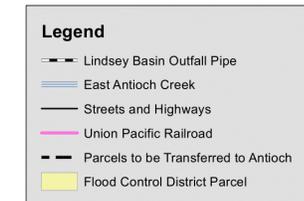
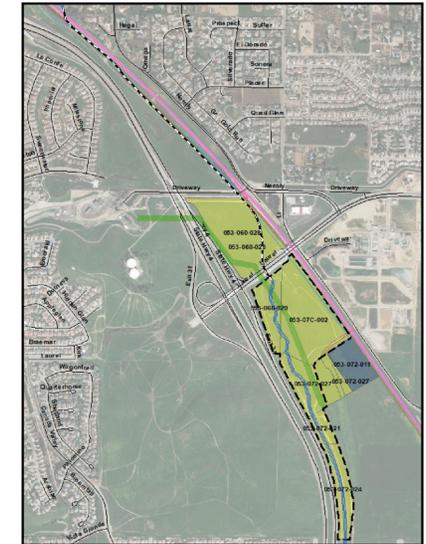
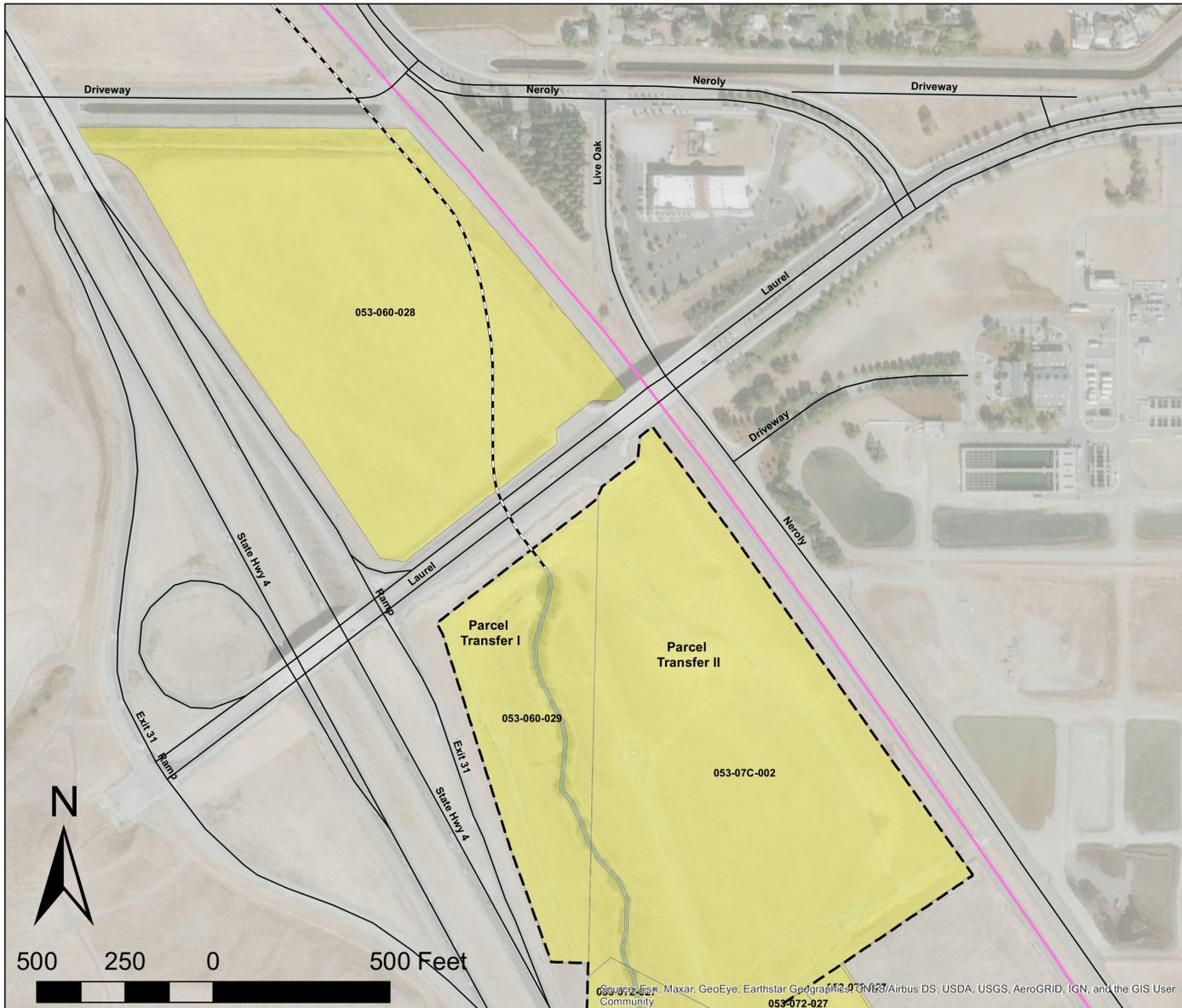
Receipt #: \_\_\_\_\_



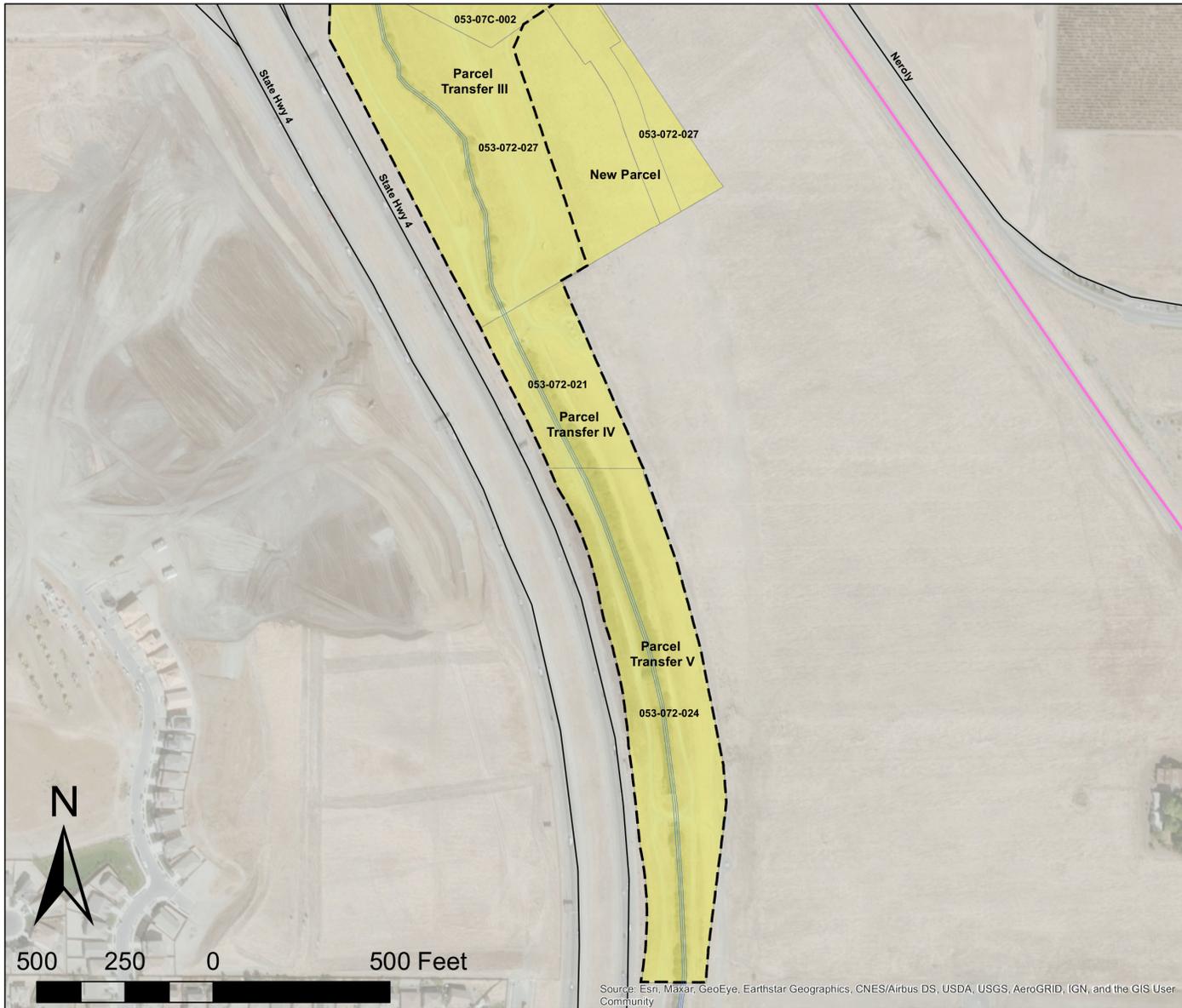
Lindsey Basin Finalization Tasks and Right of Way Transfer  
 FIGURE 1: Regional Location Map

# North Lindsey Basin Development Site

Map by Anthony DiSilvestre  
October 27, 2020

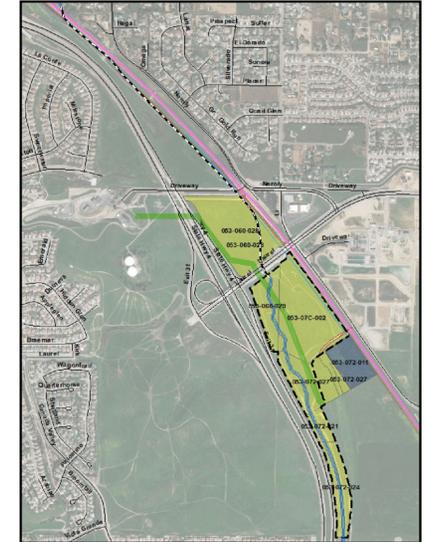


**Lindsey Basin Finalization Tasks and Right of Way Transfer**  
**FIGURE 2: Project Vicinity Map – North Lindsey Basin**



## South Lindsey Basin Development Site

Map by Anthony DiSilvestre  
October 27, 2020

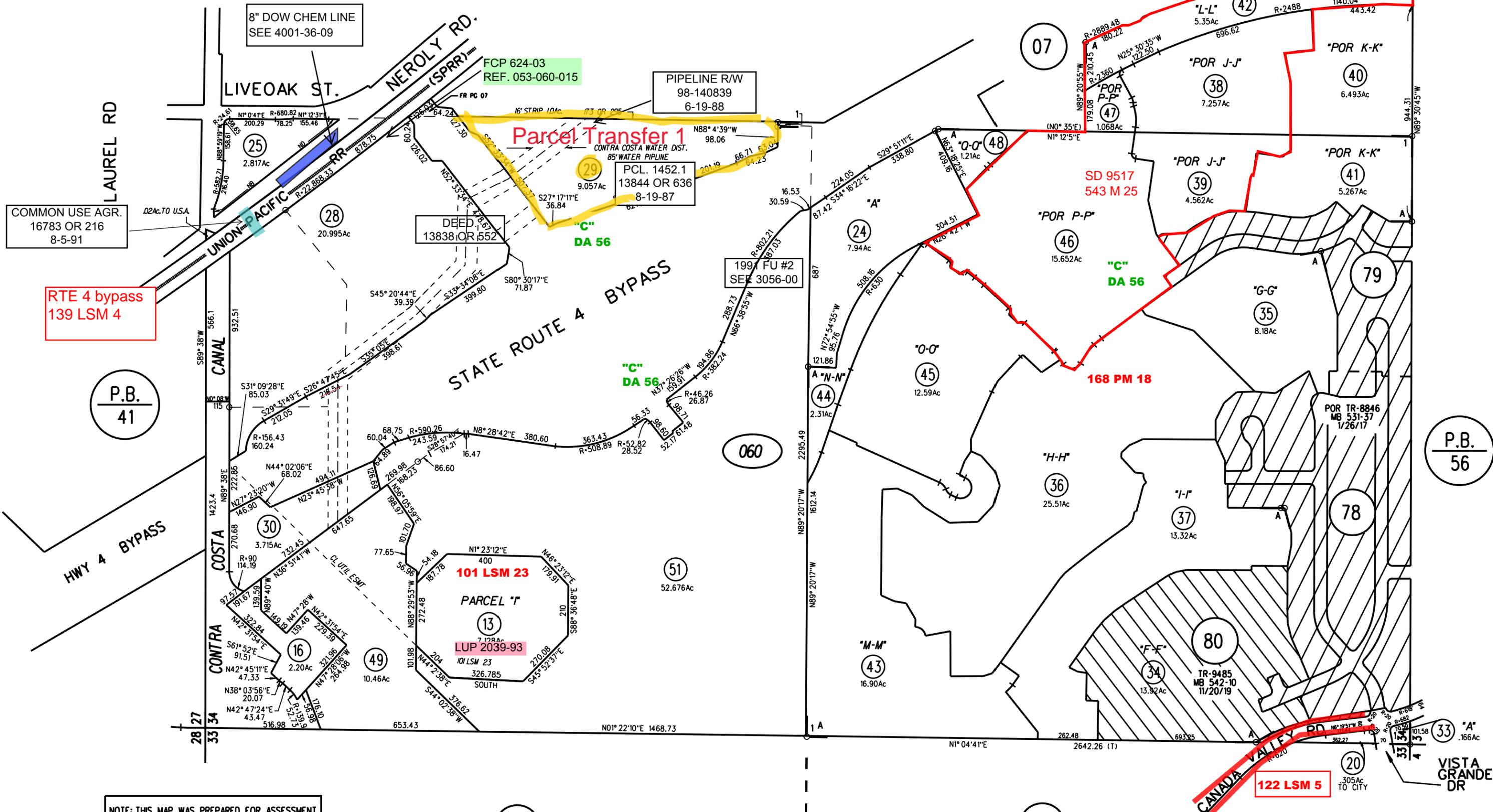


**Lindsey Basin Finalization Tasks and Right of Way Transfer**  
**FIGURE 3: Project Vicinity Map – South Lindsey Basin**

W 1/2 SEC 34 T2N R2E MDBM

1- 170PM12 11/7/96 (AMENDS 168PM18)

A- 2018 ROLL POR 8846 MB 531-37 (PARK RIDGE 1) 1/26/17



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

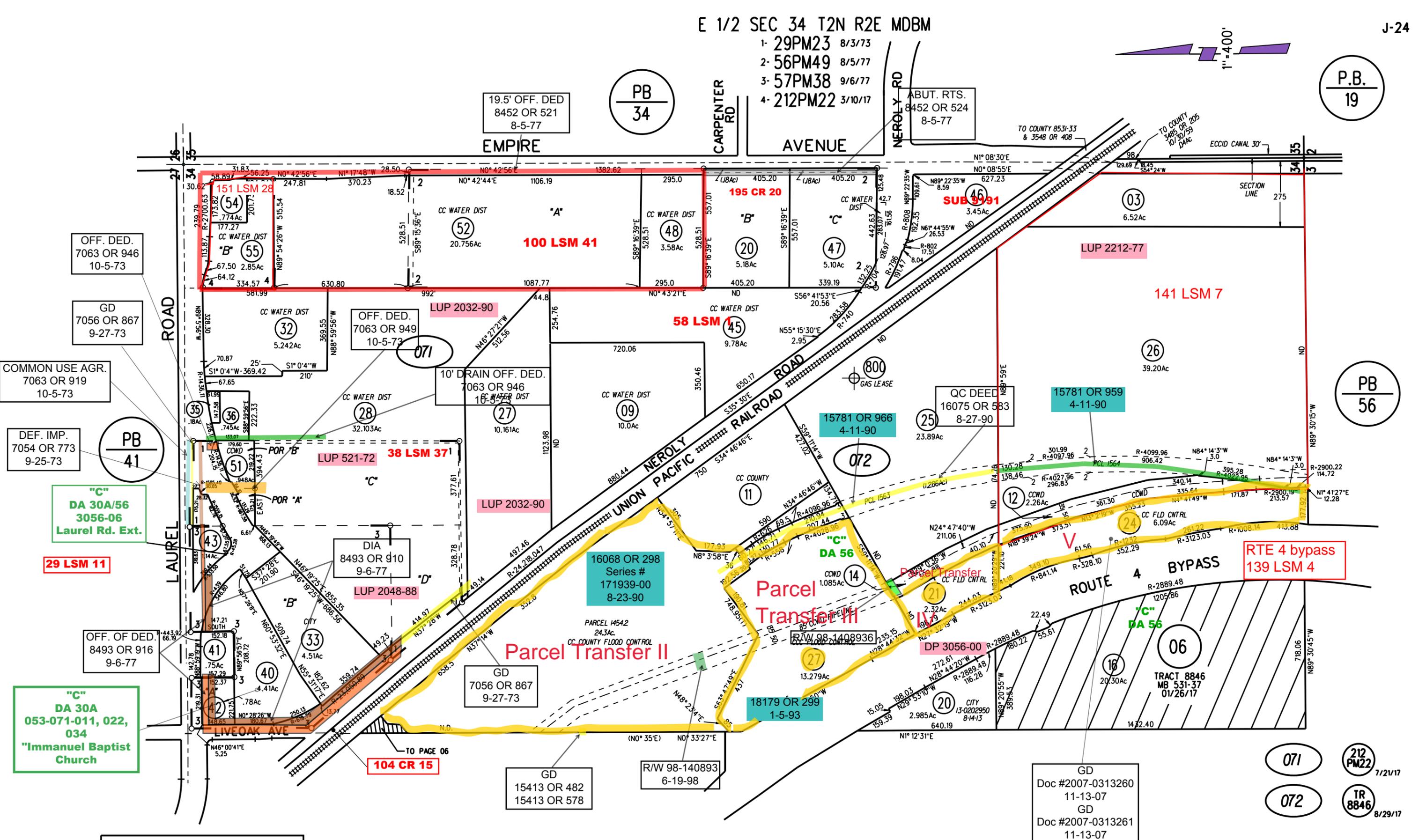
Lindsey Basin Finalization Tasks and Right of Way Transfer  
FIGURE 4: APN Map

E 1/2 SEC 34 T2N R2E MDBM

- 1- 29PM23 8/3/73
- 2- 56PM49 8/5/77
- 3- 57PM38 9/6/77
- 4- 212PM22 3/10/17



P.B.  
19



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

Lindsey Basin Finalization Tasks and Right of Way Transfer  
FIGURE 5: APN Map

071  
072  
212 PM22 7/21/17  
TR 8846 8/29/17

GD  
Doc #2007-0313260  
11-13-07  
GD  
Doc #2007-0313261  
11-13-07

GD  
15413 OR 482  
15413 OR 578

R/W 98-140893  
6-19-98

18179 OR 299  
1-5-93

R/W 98-1408936  
6-19-98

DP 3056-00  
R-2889.48

06  
TRACT 8846  
MB 531-37  
01/26/17

RTE 4 bypass  
139 LSM 4

Parcel Transfer III

Parcel Transfer II

16068 OR 298  
Series #  
171939-00  
8-23-90

LUP 2048-88

LUP 521-72

LUP 2032-90

LUP 2212-77

100 LSM 41

151 LSM 28

54  
55

PB  
34

PB  
56

PB  
41

OFF. DED.  
7063 OR 946  
10-5-73

GD  
7056 OR 867  
9-27-73

COMMON USE AGR.  
7063 OR 919  
10-5-73

DEF. IMP.  
7054 OR 773  
9-25-73

"C"  
DA 30A/56  
3056-06  
Laurel Rd. Ext.

29 LSM 11

OFF. OF DED.  
8493 OR 916  
9-6-77

"C"  
DA 30A  
053-071-011, 022,  
034  
"Immanuel Baptist Church

104 CR 15

19.5' OFF. DED  
8452 OR 521  
8-5-77

ABUT. RTS.  
8452 OR 524  
8-5-77

TO COUNTY 8531-33  
& 3548 OR 408

TO COUNTY  
3485 OR 205  
10/30/59  
D4AC

ECCID CANAL 30'

SECTION LINE  
275

SUB 9991  
3.45Ac

03  
6.52Ac

52  
20.756Ac

48  
3.58Ac

195 CR 20

20  
5.18Ac

47  
5.10Ac

46  
3.45Ac

54  
7.74Ac

55  
2.85Ac

32  
5.242Ac

071

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Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: January 5, 2021

Subject: 2020 REPORT FROM AVIATION ADVISORY BODY

---

**RECOMMENDATION(S):**

RECEIVE and ACCEPT the 2020 Annual Report submitted by the Aviation Advisory Committee.

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

On June 18, 2002, the Board of Supervisors (Board) adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, on the second Tuesday in December. The attached report fulfills this requirement for the Aviation Advisory Committee.

**CONSEQUENCE OF NEGATIVE ACTION:**

Not applicable.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Beth Lee  
(925)681-4200

By: , Deputy

cc:

ATTACHMENTS

2020 AAC Annual Report

# CONTRA COSTA COUNTY

## Aviation Advisory Committee

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### 2020 Annual Report

**Advisory Board Meeting Time/Location:** 10:00am on the 2<sup>nd</sup> Thursday of every one (1) month at either Buchanan Field or Byron Airport. Under the County's shelter-in-place order, these meetings have moved to a virtual format via Zoom.

**Advisory Body Chair:** Maurice Gunderson

**Airport Staff:** Keith Freitas/Beth Lee/Russell Milburn

### **Activities**

- Monthly review of noise statistics, operations report, airport development projects, airfield updates
- Discussions of airport projects and programs to disseminate information and solicit input from members and public
- Discussions of issues facing the airports and airport community
- Input to the Airports Director, Airport Committee, and Board of Supervisors on issues affecting the Contra Costa County Airports and surrounding communities
- Participation in community outreach efforts
- Quarterly review of the Airports' year to date and end of year forecast financial reports
- Annual review of input on the Part 150 Noise Mitigation recommendations

### **Accomplishments**

Discussed and advised on the following:

- Airport administration activities to enhance airport economic development including:
  - Progress on updating the Byron General Plan Amendment to bring conformity between the adopted Airport Master Plan and County General Plan relative to allowable uses at both Airports
  - The Bay Area Aviation Technology Test Site (BAATTS) initiative, starting in 2019 by airport management to attract new aviation technology startups to both airports has had several successes. The airport's proximity to Silicon Valley and San Francisco has created a significant opportunity to serve as preferred engineering, development, and test sites, with the ultimate goal of growing to production and operation bases, with corresponding potential for new jobs on both the Buchanan and Byron

communities. Several new BAATTS tenants are now in discussion. The AAC strongly and enthusiastically supports the BAATTS initiative.

- Commercial Development of Non-Aviation Sites at Buchanan Field. Increasing development is an important continuing item that is significant to the Airport Enterprise Fund. Several undeveloped parcels, which are designated for non-aviation use, are part of the Buchanan Field and Byron Airport properties. These include sites at the corners of Marsh Drive and Solano Way, and Marsh Drive and Sally Ride Drive, as well as other sites not needed for aviation use. Airport staff has requested releases from the FAA to allow for non-aviation development of these sites and has also solicited proposals for commercial or light industrial development of these sites. The AAC continues to express strong support for the projects. Each of these projects will contribute to the Enterprise Fund and will provide jobs and other economic benefits to the area surrounding Buchanan Field and Byron Airport.
- Airport noise impact on communities including:
  - Addressing various Buchanan Field & Byron noise complaints through phone and in-person meetings between residents and airport staff and/or AAC members.
  - Reminding pilots training after appropriate hours of the airports' noise stipulations, even if those pilots are coming from other airports.
- Buchanan Field and Byron Airport projects including:
  - Security enhancements to both Airports which include:
    - New signage and discussions on gate etiquette to prevent piggy-backing of cars into restricted airport areas without proper authorization.
    - Bushes were trimmed on the property to increase vehicle visibility while traversing near hangers.
- Encouraged AAC members and Board of Supervisors, as well as the general public to be more involved with Contra Costa County Airports and aviation communities.
- Updated the Contra Costa County Airports website.

### **Attendance/Representation**

- AAC is composed of members representing each of the supervisorial districts, the cities of Concord and Pleasant Hill, the Airport Business Association, community of Pacheco, surrounding communities of Byron Airport (Brentwood, Byron, Knightsen, Discovery Bay), and three at large positions for a total of 13 members.
- Quorums have been achieved with good participation from members for 2020.
- The AAC is a diverse group of aviation professionals, retired executives, members of the public, consultants, and educators. There is a balanced mix of pilots and non-pilots.

- Several committee members are also involved in other county and city advisory bodies, committees, and commissions.

**Current AAC member roster is as follows:**

<b><u>AAC Members</u></b>	<b><u>Representing</u></b>	<b><u>2020 Appointment Status</u></b>	<b><u>Term Expiration Date</u></b>
Dale Roberts	District I	Recruiting	2/29/2023
Cody Moore	Airport Business Association		2/28/2022
Eric Meinbress	Member at large	Reappointed	2/29/2023
Ronald Reagan	District III	Reappointed	2/28/2021
Derek Mims	City of Pleasant Hill	Reappointed	2/28/2021
Christopher Baker	District V	Appointed	2/29/2024
Keith McMahon	City of Concord	Reappointed	2/28/2022
Roger Bass	District II	Reappointed	2/28/2021
Maurice Gunderson	Member at large	Reappointed	2/29/2024
Tom Weber	District IV	Recruiting	2/29/2023
Emily Barnett	Member at large	Reappointed	2/28/2022
Donna Dietrich	Pacheco Neighbor	Reappointed	2/29/2024
Steven Starratt	Byron Neighbor	Reappointed	2/29/2024

**Current AAC Officers:**

<b><u>AAC Member</u></b>	<b><u>Position</u></b>	<b><u>Election Status</u></b>
Maurice Gunderson	Chair	Elected
Emily Barnett	Vice-Chair	Elected
Tom Weber	Secretary	Elected

**Training/Certification**

- It is mandatory for all Committee members to complete County training regarding the Ralph M. Brown Act and the County’s Better Government Ordinance and complete the County’s Ethics Orientation within 90 days of the appointment. All members have completed training.

**Proposed Objectives for 2021**

- Continue to work with the County in working with the contractor assigned to the Byron Airport General Plan Amendment to adhere to project milestones with deadlines to enforce expedited completion of the commissioned study and other efforts to improve growth, infrastructure and road access at Byron Airport
- Continue to advise and review the EDIP program including promoting progress on EDIP and strategic priority projects

- Continue to advise, monitor, and review the Buchanan Field and Byron Airports' construction and maintenance projects
- Continue to advise, monitor, and review activities and incidents impacting airport security
- Continue to grow and develop community and tenant outreach efforts for both airports
- Continue to advise, monitor, and review the Airports' budget, noise statistics, and overall operations
- Continue to work with the surrounding communities regarding noise concerns and other aviation-related issues
- Continue regular discussions with Airport Staff on various airport developments (current and future), projects and issues, as well as disseminate information and offer recommendations
- Continue to advise Airport Staff on the design of the new Buchanan Airport Terminal
- Continue to provide the general public an open forum for discussions on aviation-related matters

MG:EB:es

G:\AAC\Annual Reports\2020\2020 AAC Annual Report.doc

c: Keith Freitas, Director of Airports  
Beth Lee, Assistant Director of Airports-Administration  
Russell Milburn, Assistant Director of Airports-Operations  
Maurice Gunderson, AAC Chair  
Emily Barnett, AAC Vice-Chair  
Tom Weber, AAC Secretary



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Approve First Amendment to License Agreement with SFPP, L.P. by Kinder Morgan, Concord area.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the First Amendment to License Agreement (Amendment) between Contra Costa County (County) and SFPP, L.P., a limited partnership, acting by and through Kinder Morgan Operating L.P. "D", its General Partner acting by and through Kinder Morgan G.P., Inc. (collectively referred to as Licensee). Project No.: 0676-6P4059.

DIRECT the Real Estate Division to cause the Amendment to be delivered to Licensee for execution.

**FISCAL IMPACT:**

The Local Road Fund (fund 110800) will receive an annual fee of \$8,143 effective December 1, 2020. The annual fee will increase by 4% each year for the remaining nine years of the Agreement.

**BACKGROUND:**

Licensee operates a petrochemical facility adjacent to the Walnut Creek Channel (Channel), north of Imhoff Drive at 1550 Solano Way, Concord. The California Regional Water Quality Control Board, San Francisco Bay Region (RWQCB) has required Licensee to perform remediation

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Margaret Eychner, 925. 957-2463

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

measures to lower toxin levels in the groundwater caused by migration of petroleum hydrocarbons from the facility toward the Channel. The Amendment will allow Licensee to maintain a Phytoremediation System that allowed for planting of ninety-four (94) trees and installation of monitoring and extraction wells in the County's Right of Way. The purpose of the Phytoremediation System is to intercept and break down the contaminants in the groundwater that are migrating toward the County's property and Walnut Creek Channel.

CONSEQUENCE OF NEGATIVE ACTION:

Licensee will be unable to remain in compliance with the RWQCB requirements.

ATTACHMENTS

Amendment to License Agreement

## **FIRST AMENDMENT TO LICENSE AGREEMENT**

This first amendment to license agreement ("First Amendment") is dated December 15, 2020, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and SFPP, L.P., a limited partnership, acting by and through Kinder Morgan Operating L.P. "D," its General Partner, acting by and through Kinder Morgan G.P., Inc., (the "Licensee").

### **RECITALS**

- A. The County and Licensee are parties to a License Agreement dated December 14, 2010 (the "Agreement"), under which the County granted a nonexclusive, revocable, license to Licensee for the purpose described in the License, including planting trees and installing and operating a Phytoremediation System.
- B. The parties desire to extend the term of the Agreement through December 31, 2030.

The parties therefore agree as follows:

### **AGREEMENT**

- 1. All capitalized terms not defined in this First Amendment have the meaning ascribed to them in the Agreement.
- 2. Section 2. Term of the Agreement is deleted in its entirety and replaced with the following:
  - 2. TERM: The term of this Agreement commences on the December 14, 2010, and expires on December 31, 2030.
- 3. Section 8. License Fee. is deleted in its entirety and replaced with the following:
  - 8. LICENSE FEE: As consideration for this Agreement, LICENSEE agrees to pay a nonrefundable annual fee, payable in advance and without prior demand, on December 1 of each year during the term of this Agreement. The annual fee for the first year of this Agreement is FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500), due on December 1, 2010. The annual fee during the remainder of the of the term will be increased by an amount equal to four percent (4%) of the annual fee for the preceding year, rounded to the nearest full dollar. Set forth below is a fee schedule for the twenty-year term of this Agreement.

<u>Due Date</u>	<u>Annual Fee</u>
12/1/2010	\$5,500.00
12/1/2011	\$5,720.00
12/1/2012	\$5,950.00
12/1/2013	\$6,188.00
12/1/2014	\$6,435.00
12/1/2015	\$6,692.00
12/1/2016	\$6,960.00
12/1/2017	\$7,239.00
12/1/2018	\$7,529.00
12/1/2019	\$7,830.00
12/1/2020	\$8,143.00
12/1/2021	\$8,469.00
12/1/2022	\$8,808.00
12/1/2023	\$9,160.00
12/1/2024	\$9,526.00
12/1/2025	\$9,907.00
12/1/2026	\$10,303.00
12/1/2027	\$10,715.00
12/1/2028	\$11,144.00
12/1/2029	\$11,590.00

LICENSEE shall pay the fee when due without any deduction, setoff, or counterclaim whatsoever. If any annual fee covers a period of time less than twelve (12) months, the fee will be prorated at the rate of 1/12 of the annual fee for each full calendar month, and 1/30 of the monthly fee for each day during the partial month, for the time period covered by the payment in question.

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4. All other terms of the Agreement remain unchanged.

The County and Licensee are causing this First Amendment to be executed as of the date set forth in the introductory paragraph.

**CONTRA COSTA COUNTY**  
A political subdivision of the  
State of California

**LICENSEE**  
SFPP, L.P.,  
a Delaware limited partnership

By: \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

By: Kinder Morgan Operating  
L.P. "D", its General Partner

RECOMMENDED FOR APPROVAL:

By: Kinder Morgan G.P., Inc.,  
Its General Partner

By: \_\_\_\_\_  
Margaret Eychner  
Senior Real Property Agent

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

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

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

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

APPROVED AS TO FORM:  
Sharon L. Anderson,  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

ME:dw  
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To License Final.docx



**Contra  
Costa  
County**

To: Contra Costa County Flood Control District Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Accept the Drainage Area Fee Program Annual Report, Countywide.

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**RECOMMENDATION(S):**

ACCEPT the Contra Costa County Flood Control and Water Conservation District (Flood Control District) Drainage Area Fee Program Annual Report (Report) for fiscal year 2019/20, as recommended by the Chief Engineer, Flood Control District, Countywide.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The purpose of the Report is for transparency and record-keeping; Flood Control District staff produces this Drainage Area Fee Annual Report as a best practice. The Flood Control District uses requirements listed in California Government Code Section 66006 and others listed below as the guide for this Report.

In conjunction with state law requirements that apply to impact fees paid in connection with the approval of a development project, California State legislation set certain legal and procedural parameters for the charging of development impact fees. This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code Sections (GC §) 66000 through 66025 (the “Mitigation Fee Act”). The Mitigation Fee Act imposes requirements

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Michelle Cordis, (925) 313-2381

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Allison Knapp, Deputy Chief Engineer, Tim Jensen, Flood Control, Michelle Cordis, Flood Control, Patrick Melgar, Flood Control, Catherine Windham, Flood Control

BACKGROUND: (CONT'D)

on local agencies related to the accounting of fee revenues and expenditures. The Flood Control District's Drainage Area Fee Program consists of approximately 50 separate fee areas or boundaries throughout Contra Costa County, each with a separate list of eligible projects and a separate account to ensure that revenue collected from developments within a specific drainage area boundary will be spent specifically for projects identified within that drainage area.

The Flood Control District Act (FCD Act) authorizes the Flood Control District to set up drainage areas and associated fees (Section 12.2, FCD Act). The Flood Control District is not the approving local agency of development projects. The typical approving local agency is the city in which the development is located or the county when in an unincorporated area. The Flood Control District recommends to the local approving agency to collect a fee to support drainage infrastructure if the development is within a formed drainage area. The fee is described in each drainage area's ordinance that is approved by the County Board of Supervisors. The Flood Control District has an agreement with each city for each city to collect the fee on behalf of the Flood Control District during the typical land development process and approval.

The attached Report provides accounting information for each of the drainage areas and is current as of the end of fiscal year 2019/20.

CONSEQUENCE OF NEGATIVE ACTION:

The Report would not be accepted.

ATTACHMENTS

Annual Report

**Contra Costa County Flood Control and Water Conservation District  
Drainage Area Fee Program Annual Report**

**In Support of Mitigation Fee Act/Assembly Bill 1600**

**Fiscal Year 2019/20**

# **Contra Costa County Flood Control and Water Conservation District**

## **Drainage Area Fee Program Annual Report**

### **Flood Control and Water Conservation District's Role**

The Contra Costa County Flood Control and Water Conservation District (District) Act (FCD Act) authorizes the District to set up Drainage Areas and associated fees (Section 12.2, FCD Act). The District is not the approving local agency of development projects. The typical approving local agency is the City in which the development is located or the County when in an unincorporated area. The District recommends to the local approving agency to collect a fee to support drainage infrastructure if the development is within a formed Drainage Area. The fee is described in each Drainage Area's ordinance which is approved by the County Board of Supervisors. The District has an agreement with each City for each City to collect the fee on behalf of the District during the typical land development process and approval.

For the purposes of transparency and record-keeping, District staff produces this Drainage Area Fee Annual Report as a best practice. The District uses requirements listed in California Government Code Section 66006 and below as the guide for this report.

### **Legal Requirements for Development Impact Fees**

California Government Code Section 66006 provides that each local agency that imposes development impact fees must prepare an annual report that includes specific information about those fees. In addition, Assembly Bill 1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general funds of the County and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

For each separate development impact fee fund that the local agency maintains, California Government Code Section 66006(b)(1) requires the local agency to make available to the public, within 180 days after the end of each fiscal year, the following information for that fiscal year:

- A. A brief description of the type of fee in the account or fund.
- B. The amount of the fee.
- C. The beginning and ending balance of the account or fund.
- D. The amount of the fees collected and interest earned.

- E. An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- G. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.
- H. The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

## **Drainage Area**

A Drainage Area is a geographic area of Contra Costa County in which the County imposes a Drainage Area Fee — a type of development impact fee — on new development to fund new development's share of the improvements required to satisfy drainage demands within that geographic area. (See Gov. Code, §§ 66484, 66484.7.) The County currently has 51 Drainage Areas (the number may vary from year to year) for which fees are collected.

## **Report Format**

Attachment A to this report contains the "Fee Schedule" that identifies the drainage mitigation fees imposed on new development within each Drainage Area during the calendar year.

Attachment B to this report is a financial report that provides accounting information, as required by Government Code section 66006(b)(1). Attachment B includes two primary tables:

- Table 1 is a "Fund Balance" Table that identifies the beginning and ending fund balance, amount of fees collected, total revenue, and total expenses for each Drainage Area.
- Table 2 is a "Project Expenditures" Table that identifies each project and the project's expenditures on which fees were expended within each Drainage Area during the fiscal year.

Attachment C to this report is a "Revolving Fund Balance" Table showing the different projects funded by a specific loan during the fiscal year.

Attachment D to this report is a map of the Drainage Areas covered by this report. The current project list for each Drainage Area is included in the most recent development program report for the Drainage Area, a copy of which may be obtained from the Contra Costa County Flood Control and Water Conservation District.

**Contra Costa County Flood Control and Water Conservation District  
Drainage Area Fee Program  
Development Impact Fee Annual Report**

**Attachment A  
Drainage Area Fee Schedules for 2019 & 2020**

Contra Costa County Flood Control and Water Conservation District

Agricultural lots must be used for agricultural purposes, generally greater than 20 acre lots

**Drainage Fee Schedule  
Updated January 1, 2019**

\* DA with Annual Construction Cost Index Adjustment Based on 2018 ENR index of 0.77%

Drainage Area	NT code	Fund #	Org#	Fee Ordinance	Effective Date of Ordinance	Effective Date Last Increase	FEE Base	Base Unit Measure	Maximum Exemption	Standard Pool Fee	Maximum Deferral Excess Of	Drainage Plan	Involved Jurisdictions
DA8/CSAD2	AE	2602	7602	79-40	05/03/79	05/03/79	\$2,667	Per Acre	500 Sq Ft	None	1 Acre	FD-11263	CCC / Walnut Creek
DA9/SNCRN	AH	1110	120	79-45	05/10/79	05/10/79	\$900	Per Acre	\$4000 Value	Base Fee	5 Acres	FD-11435	CCC / Walnut Creek
DA 10	AK	2554	7554	92-52	10/03/92	10/03/92	\$ 0.34	Per Sq Ft	100 Sq Ft	\$290	2 Acres	FD-12264	CCC / Danville
DA 13	AN	2552	7552	86-36	07/12/86	07/12/86	\$ 0.17	Per Sq Ft	100 Sq Ft	\$145	2 Acres	FD-12475 & 6	CCC / Walnut Creek
DA 15A	AQ	2559	7559	85-19	04/22/85	04/22/85	\$ 0.35	Per Sq Ft	100 Sq Ft	\$290	2 Acres	FD-11936	CCC/Walnut Creek/Laf.
DA 16 *	AS	2583	7583	2002-41	02/03/03	01/01/19	\$ 1.29	Per Sq Ft	100 Sq Ft	\$1,135	2 Acres	FD-12473	CCC / Pleasant Hill
DA 19A	AV	2540	7540	89-24	06/10/89	06/10/89	\$ 0.35	Per Sq Ft	100 Sq Ft	\$300	2 Acres	FD-12421	CCC / Richmond
DA 22	BF	2588	7588	87-44	08/22/87	08/22/87	\$ 0.05	Per Sq Ft	100 Sq Ft	\$33	2 Acres	FD-12548 & 9	Concord / Walnut Creek
DA 29C*	BI	2555	7555	2006-46	02/19/07	01/01/19	\$ 0.91	Per Sq Ft	100 Sq Ft	\$801	2 Acres	FD-13010	Oakley
DA 29D*	BJ	2556	7556	2006-47	02/19/07	01/01/19	\$ 2.31	Per Sq Ft	100 Sq Ft	\$2,033	2 Acres	FD-13011	Oakley
DA 29E*	BK	2548	7548	2006-48	02/19/07	01/01/19	\$ 2.16	Per Sq Ft	100 Sq Ft	\$1,901	2 Acres	FD-12604	Oakley
DA 29G*	BM	2568	7568	2006-49	02/19/07	01/01/19	\$ 1.68	Per Sq Ft	100 Sq Ft	\$1,478	2 Acres	FD-12031-1	CCC/Antioch/Oakley
DA 29H*	BN	2569	7569	2006-50	02/19/07	01/01/19	\$ 1.22	Per Sq Ft	100 Sq Ft	\$1,074	2 Acres	FD-12575	Oakley
DA 29J*	BP	2570	7570	2002-29	12/22/02	01/01/19	\$ 0.65	Per Sq Ft	100 Sq Ft	\$572	2 Acres	FD-12249	CCC/Antioch
DA 30A*	CC	2557	7557	2007-07	11/10/07	01/01/19	\$ 0.66	Per Sq Ft	100 Sq Ft	\$581	2 Acres	FD-12367.1 & 8.1	Oakley
DA 30B*	CD	2546	7546	2006-51	02/19/07	01/01/19	\$ 1.80	Per Sq Ft	100 Sq Ft	\$1,584	2 Acres	FD-11927	CCC/Brentwood/Oakley
DA 30C*	CE	2558	7558	2007-08	11/10/07	01/01/19	\$ 0.43	Per Sq Ft	100 Sq Ft	\$378	2 Acres	FD-11928.1	CCC/Brentwood/Oakley
DA 33A	CL	2535	7535	85-51	09/26/85	09/26/85	\$ 0.21	Per Sq Ft	100 Sq Ft	\$185	2 Acres	FD-12429 & 30	CCC/Concord
DA 33B	CM	2541	7541	89-57	11/11/89	11/11/89	\$ 0.70	Per Sq Ft	100 Sq Ft	\$600	2 Acres	FD-12631	CCC/Concord
DA 33C	CN	2561	7561	90-07	03/30/90	03/30/90	\$ 0.44	Per Sq Ft	100 Sq Ft	\$380	2 Acres	FD-12649	CCC/Concord
DA 37A	CO	2534	7534	85-41	07/04/85	07/04/85	\$925	Per Acre	500 Sq Ft	None	2 Acres	FD-12406	CCC/Danville
DA 40A	DC	2565	7565	82-09	02/04/82	02/04/82	\$ 0.21	Per Sq Ft	100 Sq Ft	\$180	2 Acres	FD-12090 & 1	CCC/Martinez
DA 44B*	DM	2547	7547	2002-42	02/03/03	01/01/19	\$ 1.08	Per Sq Ft	100 sq ft	\$950	1 Acre	FD-12009.1 & 10	CCC/Pleasant Hill/W. C.
DA 46*	DP	2578	7578	2002-43	02/03/03	01/01/19	\$ 0.82	Per Sq Ft	100 Sq Ft	\$722	2 Acres	FD-12555	CCC/Laf/Pl.Hill/W. Ck
DA 47*	DQ	2597	7597	2001-04	03/26/01	01/01/19	\$ 1.24	Per Sq Ft	100 Sq Ft	\$1,091	2 Acres	FD-13075	Martinez/Pleasant Hill
DA 48B*	DS	2574	7574	2002-28	12/22/02	01/01/19	\$ 0.57	Per Sq Ft	100 Sq Ft	\$502	2 Acres	FD-12661	CCC/Pitts/Concord

Contra Costa County Flood Control and Water Conservation District

Agricultural lots must be used for agricultural purposes, generally greater than 20 acre lots

## Drainage Fee Schedule Updated January 1, 2019

\* DA with Annual Construction Cost Index Adjustment  
Based on 2018 ENR index of 0.77%

Drainage Area	NT code	Fund #	Org#	Fee Ordinance	Effective Date of Ordinance	Effective Date Last Increase	FEE Base	Base Unit Measure	Maximum Exemption	Standard Pool Fee	Maximum Deferral Excess Of	Drainage Plan	Involved Jurisdictions
DA 48C	DT	2572	7572	93-73	11/20/93	11/20/93	\$ 0.43	Per Sq Ft	100 Sq Ft	\$379	2 Acres	FD-12296	CCC (Bay Point)
DA 48D	DU	2573	7573	93-53	10/02/93	10/02/93	\$ 0.54	Per Sq Ft	100 Sq Ft	\$465	2 Acres	FD-12438	CCC (Bay Point)
DA 52A*	ED	2553	7553	2007-09	11/10/07	01/01/19	\$ 0.32	Per Sq Ft	100 Sq Ft	\$282	2 Acres	FD-12007	CCC / Brentwood
DA 52B*	EF	2549	7549	2007-10	11/10/07	01/01/19	\$ 0.30	Per Sq Ft	100 Sq Ft	\$264	2 Acres	FD-11926	CCC / Brentwood
DA 52C*	EG	2571	7571	2007-11	11/10/07	01/01/19	\$ 1.18	Per Sq Ft	100 Sq Ft	\$1,038	2 Acres	FD-13077	CCC / Brentwood
DA 52D*	EH	2584	7584	2006-52	02/19/07	01/01/19	\$ 1.42	Per Sq Ft	100 Sq Ft	\$1,250	2 Acres	FD-12630	CCC/Brentwood/Oakley
DA 55*	EP	2579	7579	2002-23	11/11/02	01/01/19	\$ 0.94	Per Sq Ft	100 Sq Ft	\$827	2 Acres	FD-12606	CCC / Antioch
DA 56*	ER	2566	7566	2002-24	11/11/02	01/01/19	\$ 0.94	Per Sq Ft	100 Sq Ft	\$827	2 Acres	FD-12085.1 & 6.1	CCC/Antioch/Oakley/Brent
DA 57	ET	2538	7538	88-86	01/07/89	01/07/89	\$ 0.35	Per Sq Ft	100 Sq Ft	\$300	2 Acres	FD-12576 & 7	CCC / Martinez
DA 62*	FB	2543	7543	2002-35	02/03/03	01/01/19	\$ 0.82	Per Sq Ft	100 Sq Ft	\$722	2 Acres	FD-13080	CC/Martinez/Pleas. Hill
DA 67	FM	2539	7539	89-12	04/16/89	04/16/89	\$ 0.38	Per Sq Ft	100 Sq Ft	\$325	2 Acres	FD-12023 & 1262	CCC / Walnut Creek
DA 72*	GE	2544	7544	2002-36	02/03/03	01/01/19	\$ 0.82	Per Sq Ft	100 Sq Ft	\$722	2 Acres	FD13081	CCC/Martinez/Pleas. Hill
DA 73	GF	2567	7567	88-68	10/22/88	10/22/88	\$ 0.10	Per Sq Ft	100 Sq Ft	\$86	2 Acres	FD-12177	CCC/Richmond/San Pablo
DA 76	GY	2542	7542	94-20	04/29/94	04/29/94	\$ 0.70	Per Sq Ft	100 Sq Ft	\$620	2 Acres	FD-13007	CCC / Walnut Creek
DA 78*	GZ	2545	7545	2002-37	02/03/03	01/01/19	\$ 0.82	Per Sq Ft	100 Sq Ft	\$722	2 Acres	FD-13082	CCC/Pleasant Hill
DA 87*	HA	2585	7585	2002-38	02/03/03	01/01/19	\$ 0.82	Per Sq Ft	100 Sq Ft	\$722	2 Acres	FD-13083	CCC/Martinez/Pacheco
DA 88*	HB	2586	7586	2002-39	02/03/03	01/01/19	\$ 0.82	Per Sq Ft	100 Sq Ft	\$722	2 Acres	FD-13084	CCC/Pacheco/Martinez
DA 89*	HC	2587	7587	2002-40	02/03/03	01/01/19	\$ 0.82	Per Sq Ft	100 Sq Ft	\$722	2 Acres	FD-13085	CCC/Martinez/Pleas. Hill
DA 101A	JC	2581	7581	88-36	07/09/88	07/09/88	\$ 0.20	Per Sq Ft	100 Sq Ft	\$172	2 Acres	FD-12618	CCC/Danville/San Ramon
DA 104	JH	2589	7589	Repealed	11/10/07	11/10/07	\$0.00	Per Sq Ft	100 Sq Ft	\$0	2 Acres	FD-12625	CCC/Antioch/Brentwood
DA 105	JJ	2590	7590	Repealed	11/10/07	11/10/07	\$0.00	Per Sq Ft	100 Sq Ft	\$0	2 Acres	FD-12626	CCC / Brentwood
DA 106	JL	2591	7591	Repealed	11/10/07	11/10/07	\$0.00	Per Sq Ft	100 Sq Ft	\$0	2 Acres	FD-12627.1	CCC / Brentwood
DA 107	JN	2592	7592	Repealed	11/10/07	11/10/07	\$0.00	Per Sq Ft	100 Sq Ft	\$0	2 Acres	FD-12628.1	CCC / Brentwood
DA 108	JQ	2593	7593	Repealed	11/10/07	11/10/07	\$0.00	Per Sq Ft	100 Sq Ft	\$0	2 Acres	FD-12629.1	CCC / Brentwood
DA 109	JS	2595	7595	94-75	02/16/95	02/16/95	\$ 0.35	Per Sq Ft	400 Sq Ft	\$310	2 Acres	FD-13041	CCC / Brentwood
DA 128	LM	2537	7537	85-72	01/18/86	01/18/86	\$ 0.17	Per Sq Ft	100 Sq Ft	\$145	2 Acres	FD-12415 thru 7	CCC/Concord/W.C.
DA 130*	KG	2562	7562	2007-06	11/10/07	01/01/19	\$ 0.76	Per Sq Ft	100 Sq Ft	\$669	2 Acres	FD-13111	CCC/Antioch/Oakley/Brent

Contra Costa County Flood Control and Water Conservation District

Agricultural lots must be used for agricultural purposes, generally greater than 20 acre lots

### Drainage Fee Schedule Updated January 1, 2020

1. Calculate DA 130 Fee (Regional Fee)  
\* DA with Annual Construction Cost Index Adjustment  
Based on 2019 ENR Index of 3.45%

Drainage Area	NT code	Fund #	Org#	Fee Ordinance	Effective Date of Ordinance	Effective Date Last Increase	FEE Base	Base Unit Measure	Maximum Exemption	Standard Pool Fee	Maximum Deferral Excess Of	Drainage Plan	Involved Jurisdictions
DA8/CSAD2	AE	2602	7602	79-40	05/03/79	05/03/79	\$2,667	Per Acre	500 Sq Ft	None	1 Acre	FD-11263	CCC / Walnut Creek
DA9/SNCRN	AH	1110	120	79-45	05/10/79	05/10/79	\$900	Per Acre	\$4000 Value	Base Fee	5 Acres	FD-11435	CCC / Walnut Creek
DA 10	AK	2554	7554	92-52	10/03/92	10/03/92	\$ 0.34	Per Sq Ft	100 Sq Ft	\$290	2 Acres	FD-12264	CCC / Danville
DA 13	AN	2552	7552	86-36	07/12/86	07/12/86	\$ 0.17	Per Sq Ft	100 Sq Ft	\$145	2 Acres	FD-12475 & 6	CCC / Walnut Creek
DA 15A	AQ	2559	7559	85-19	04/22/85	04/22/85	\$ 0.35	Per Sq Ft	100 Sq Ft	\$290	2 Acres	FD-11936	CCC/Walnut Creek/Laf.
DA 16 *	AS	2583	7583	2002-41	02/03/03	01/01/20	\$ 1.34	Per Sq Ft	100 Sq Ft	\$1,179	2 Acres	FD-12473	CCC / Pleasant Hill
DA 19A	AV	2540	7540	89-24	06/10/89	06/10/89	\$ 0.35	Per Sq Ft	100 Sq Ft	\$300	2 Acres	FD-12421	CCC / Richmond
DA 22	BF	2588	7588	87-44	08/22/87	08/22/87	\$ 0.05	Per Sq Ft	100 Sq Ft	\$33	2 Acres	FD-12548 & 9	Concord / Walnut Creek
DA 29C*	BI	2555	7555	2006-46	02/19/07	01/01/20	\$ 0.94	Per Sq Ft	100 Sq Ft	\$827	2 Acres	FD-13010	Oakley
DA 29D*	BJ	2556	7556	2006-47	02/19/07	01/01/20	\$ 2.39	Per Sq Ft	100 Sq Ft	\$2,103	2 Acres	FD-13011	Oakley
DA 29E*	BK	2548	7548	2006-48	02/19/07	01/01/20	\$ 2.24	Per Sq Ft	100 Sq Ft	\$1,971	2 Acres	FD-12604	Oakley
DA 29G*	BM	2568	7568	2006-49	02/19/07	01/01/20	\$ 1.73	Per Sq Ft	100 Sq Ft	\$1,522	2 Acres	FD-12031-1	CCC/Antioch/Oakley
DA 29H*	BN	2569	7569	2006-50	02/19/07	01/01/20	\$ 1.26	Per Sq Ft	100 Sq Ft	\$1,109	2 Acres	FD-12575	Oakley
DA 29J*	BP	2570	7570	2002-29	12/22/02	01/01/20	\$ 0.67	Per Sq Ft	100 Sq Ft	\$590	2 Acres	FD-12249	CCC/Antioch
DA 30A 1*	CC	2557	7557	2007-07	11/10/07	01/01/20	\$ 0.69	Per Sq Ft	100 Sq Ft	\$607	2 Acres	FD-12367.1 & 8.1	Oakley
DA 30B 1*	CD	2546	7546	2006-51	02/19/07	01/01/20	\$ 1.86	Per Sq Ft	100 Sq Ft	\$1,637	2 Acres	FD-11927	CCC/Brentwood/Oakley
DA 30C 1*	CE	2558	7558	2007-08	11/10/07	01/01/20	\$ 0.45	Per Sq Ft	100 Sq Ft	\$396	2 Acres	FD-11928.1	CCC/Brentwood/Oakley
DA 33A	CL	2535	7535	85-51	09/26/85	09/26/85	\$ 0.21	Per Sq Ft	100 Sq Ft	\$185	2 Acres	FD-12429 & 30	CCC/C/Concord
DA 33B	CM	2541	7541	89-57	11/11/89	11/11/89	\$ 0.70	Per Sq Ft	100 Sq Ft	\$600	2 Acres	FD-12631	CCC/C/Concord
DA 33C	CN	2561	7561	90-07	03/30/90	03/30/90	\$ 0.44	Per Sq Ft	100 Sq Ft	\$380	2 Acres	FD-12649	CCC/C/Concord
DA 37A	CQ	2534	7534	85-41	07/04/85	07/04/85	\$925	Per Acre	500 Sq Ft	None	2 Acres	FD-12406	CCC/Danville
DA 40A	DC	2565	7565	82-09	02/04/82	02/04/82	\$ 0.21	Per Sq Ft	100 Sq Ft	\$180	2 Acres	FD-12090 & 1	CCC/Martinez
DA 44B*	DM	2547	7547	2002-42	02/03/03	01/01/20	\$ 1.12	Per Sq Ft	100 sq ft	\$986	1 Acre	FD-12009.1 & 10	CCC/Pleasant Hill/W.C.
DA 46*	DP	2578	7578	2002-43	02/03/03	01/01/20	\$ 0.85	Per Sq Ft	100 Sq Ft	\$748	2 Acres	FD-12555	CCC/Laf/Pl/Hill/W.Chk
DA 47*	DQ	2597	7597	2001-04	03/26/01	01/01/20	\$ 1.29	Per Sq Ft	100 Sq Ft	\$1,135	2 Acres	FD-13075	Martinez/Pleasant Hill
DA 48B*	DS	2574	7574	2002-28	12/22/02	01/01/20	\$ 0.59	Per Sq Ft	100 Sq Ft	\$519	2 Acres	FD-12661	CCC/Pitts/Concord

Contra Costa County Flood Control and Water Conservation District

Agricultural lots must be used for agricultural purposes, generally greater than 20 acre lots

## Drainage Fee Schedule Updated January 1, 2020

1. Calculate DA 130 Fee (Regional Fee)  
\* DA with Annual Construction Cost Index Adjustment  
Based on 2019 ENR index of 3.45%

Drainage Area	NT Code	Fund #	Org#	Fee Ordinance	Effective Date of Ordinance	Effective Date Last Increase	FEE Base	Base Unit Measure	Maximum Exemption	Standard Pool Fee	Maximum Deferral Excess Of	Drainage Plan	Involved Jurisdictions
DA 48C	DT	2572	7572	93-73	11/20/93	11/20/93	\$ 0.43	Per Sq Ft	100 Sq Ft	\$379	2 Acres	FD-12296	CCC (Bay Point)
DA 48D	DU	2573	7573	93-53	10/02/93	10/02/93	\$ 0.54	Per Sq Ft	100 Sq Ft	\$465	2 Acres	FD-12438	CCC (Bay Point)
DA 52A 1*	ED	2553	7553	2007-09	11/10/07	01/01/20	\$ 0.34	Per Sq Ft	100 Sq Ft	\$299	2 Acres	FD-12007	CCC / Brentwood
DA 52B 1*	EF	2549	7549	2007-10	11/10/07	01/01/20	\$ 0.31	Per Sq Ft	100 Sq Ft	\$273	2 Acres	FD-11926	CCC / Brentwood
DA 52C 1*	EG	2571	7571	2007-11	11/10/07	01/01/20	\$ 1.22	Per Sq Ft	100 Sq Ft	\$1,074	2 Acres	FD-13077	CCC / Brentwood
DA 52D 1*	EH	2584	7584	2006-52	02/19/07	01/01/20	\$ 1.47	Per Sq Ft	100 Sq Ft	\$1,294	2 Acres	FD-12630	CCC/Brentwood/Oakley
DA 55*	EP	2579	7579	2002-23	11/11/02	01/01/20	\$ 0.97	Per Sq Ft	100 Sq Ft	\$854	2 Acres	FD-12606	CCC / Antioch
DA 56*	ER	2566	7566	2002-24	11/11/02	01/01/20	\$ 0.97	Per Sq Ft	100 Sq Ft	\$854	2 Acres	FD-12085.1 & 6.1	CCC/Antioch/Oakley/Brent
DA 57	ET	2538	7538	88-86	01/07/89	01/07/89	\$ 0.35	Per Sq Ft	100 Sq Ft	\$300	2 Acres	FD-12576 & 7	CCC / Martinez
DA 62*	FB	2543	7543	2002-35	02/03/03	01/01/20	\$ 0.85	Per Sq Ft	100 Sq Ft	\$748	2 Acres	FD-13080	CC/Martinez/Pleas. Hill
DA 67	FM	2539	7539	89-12	04/16/89	04/16/89	\$ 0.38	Per Sq Ft	100 Sq Ft	\$325	2 Acres	FD-12023 & 1262	CCC / Walnut Creek
DA 72*	GE	2544	7544	2002-36	02/03/03	01/01/20	\$ 0.85	Per Sq Ft	100 Sq Ft	\$748	2 Acres	FD13081	CCC/Martinez/Pleas. Hill
DA 73	GF	2567	7567	88-68	10/22/88	10/22/88	\$ 0.10	Per Sq Ft	100 Sq Ft	\$86	2 Acres	FD-12177	CCC/Richmond/San Pablo
DA 76	GY	2542	7542	94-20	04/29/94	04/29/94	\$ 0.70	Per Sq Ft	100 Sq Ft	\$620	2 Acres	FD-13007	CCC / Walnut Creek
DA 78*	GZ	2545	7545	2002-37	02/03/03	01/01/20	\$ 0.85	Per Sq Ft	100 Sq Ft	\$748	2 Acres	FD-13082	CCC/Pleasant Hill
DA 87*	HA	2585	7585	2002-38	02/03/03	01/01/20	\$ 0.85	Per Sq Ft	100 Sq Ft	\$748	2 Acres	FD-13083	CCC/Martinez/Pacheco
DA 88*	HB	2586	7586	2002-39	02/03/03	01/01/20	\$ 0.85	Per Sq Ft	100 Sq Ft	\$748	2 Acres	FD-13084	CCC/Pacheco/Martinez
DA 89*	HC	2587	7587	2002-40	02/03/03	01/01/20	\$ 0.85	Per Sq Ft	100 Sq Ft	\$748	2 Acres	FD-13085	CCC/Martinez/Pleas. Hill
DA 101A	JC	2581	7581	88-36	07/09/88	07/09/88	\$ 0.20	Per Sq Ft	100 Sq Ft	\$172	2 Acres	FD-12618	CCC/Danville/San Ramon
DA 104 <sup>1</sup>	JH	2589	7589	Repealed	11/10/07	11/10/07	\$0.00	Per Sq Ft	100 Sq Ft	\$0	2 Acres	FD-12625	CCC/Antioch/Brentwood
DA 105 <sup>1</sup>	JJ	2590	7590	Repealed	11/10/07	11/10/07	\$0.00	Per Sq Ft	100 Sq Ft	\$0	2 Acres	FD-12626	CCC / Brentwood
DA 106 <sup>1</sup>	JL	2591	7591	Repealed	11/10/07	11/10/07	\$0.00	Per Sq Ft	100 Sq Ft	\$0	2 Acres	FD-12627.1	CCC / Brentwood
DA 107 <sup>1</sup>	JN	2592	7592	Repealed	11/10/07	11/10/07	\$0.00	Per Sq Ft	100 Sq Ft	\$0	2 Acres	FD-12628.1	CCC / Brentwood
DA 108 <sup>1</sup>	JQ	2593	7593	Repealed	11/10/07	11/10/07	\$0.00	Per Sq Ft	100 Sq Ft	\$0	2 Acres	FD-12629.1	CCC / Brentwood
DA 109	JS	2595	7595	94-75	02/16/95	02/16/95	\$ 0.35	Per Sq Ft	400 Sq Ft	\$310	2 Acres	FD-13041	CCC / Brentwood
DA 128	LM	2537	7537	85-72	01/18/86	01/18/86	\$ 0.17	Per Sq Ft	100 Sq Ft	\$145	2 Acres	FD-12415 thru 7	CCC/C/Concord/W. C.
DA 130*	KG	2562	7562	2007-06	11/10/07	01/01/20	\$ 0.78	Per Sq Ft	100 Sq Ft	\$686	2 Acres	FD-13111	CCC/Antioch/Oakley/Brent

Fiscal Year 2019-2020  
 Contra Costa County Flood Control and Water Conservation District  
 Fund Balance  
 Attachment B - Table 1

FY 19/20	Acct	FY 19/20	FY 19/20	FY 19/20	FY 19/20	FY 19/20	FY 19/20	FY 19/20	FY 19/20
Process Date: 11/25/20	ID	Beginning	Developer	Interest	Prop Tax	Loan/Other	Total	Total	Ending
		Fund Balance	Fees	Income	Revenue	Revenue	Revenue	Expenses	Fund Balance
<b>DRAINAGE FEE AREAS</b>	<b>ORG</b>								
SERV AREA D-S W C	7602	384,442	16,419	12,880	0	0	26,257	(603)	410,096
DA 9	0120	265,014	6,497	9,611	0	0	16,108	(838)	280,284
DA 10	7554	4,434,271	38,209	183,770	407,746	20,734	650,459	(6,567)	5,078,163
DA 13	7552	4,380,318	4,596	163,774	362,805	2,222	533,397	(40,711)	4,873,004
DA 15A	7559	143,037	9,634	2	0	0	9,634	(3,578)	149,093
DA 16	7583	1,375,195	0	49,211	88,555	541	138,307	(1,863)	1,511,639
DA 19A	7540	125,871	0	0	0	0	0	(2,006)	123,865
DA 22	7588	192,728	81	0	0	0	81	(547)	192,263
DA 290	7550	23,245	0	0	2,240	14	2,254	(18)	25,480
DA 29C	7555	276,838	304	6,343	0	1	6,648	(4,476)	279,009
DA 29D	7556	313,233	0	3,842	0	0	3,842	(44,838)	272,238
DA 29E	7548	22,818	9,649	0	0	0	9,649	(10,222)	22,245
DA 29G	7568	45,631	0	0	0	0	0	(12,900)	32,731
DA 29H	7569	435,249	385	0	0	0	385	(340,220)	95,414
DA 29J	7570	851	0	0	0	0	0	0	851
DA 300	7551	73,985	0	0	4,973	30	5,003	(39)	78,949
DA 30A	7557	332,701	2,637	0	0	0	2,637	(276,498)	58,840
DA 30B	7546	434,702	4,511	14,994	0	0	19,505	(6,059)	448,148
DA 30C	7558	2,089,774	188	74,970	0	0	75,158	(8,438)	2,156,495
DA 33A	7535	206,465	0	5,383	0	9,000	14,383	(6,288)	214,559
DA 33B	7541	3,648	35,365	0	0	0	35,365	(2,392)	36,622
DA 33C	7561	474	1,923	0	0	0	1,923	(210)	2,188
DA 37A	7534	7,788	1,640	0	0	0	1,640	(546)	8,882
DA 40A	7565	359,847	1,724	0	0	0	1,724	(860)	360,711
DA 44B	7547	352,534	21,883	10,765	0	0	32,649	(1,703)	383,479
DA 46	7578	1,281,682	69,496	46,903	0	0	116,399	(4,419)	1,393,662
DA 47	7597	155,140	91,460	5,383	0	0	96,843	(1,097)	250,886
DA 48B	7574	790,852	149,612	25,759	0	0	175,371	(5,531)	960,692
DA 48C	7572	626,338	0	21,530	0	0	21,530	(612)	647,256
DA 48D	7573	4,984	2,456	0	0	0	2,456	(105)	7,335
DA 52A	7553	462,002	0	18,069	0	0	18,069	(1,031)	479,040
DA 52B	7549	29,853	67,411	0	0	0	67,411	(878)	96,385
DA 52C	7571	1,608,012	532,646	55,759	0	12,390	600,795	(33,259)	2,175,548
DA 52D	7584	14,801	0	0	0	0	0	(1,511)	13,289
DA 55	7579	1,790,201	0	32,040	0	0	32,040	(447,072)	1,375,169
DA 56	7566	8,257,905	0	298,322	0	0	298,322	(277,095)	8,279,132
DA 57	7538	70,124	513	0	0	0	513	(2,631)	68,005
DA 62	7543	139,737	42,677	0	0	0	42,677	(2,303)	180,111
DA 67	7539	169,192	5,065	0	0	0	5,065	(102,537)	71,720
DA 72	7544	26,730	9,757	0	0	0	9,757	(1,567)	34,920

Fiscal Year 2019-2020  
 Contra Costa County Flood Control and Water Conservation District  
 Fund Balance  
 Attachment B - Table 1

FY 19/20	Acct	FY 19/20	FY 19/20	FY 19/20	FY 19/20	FY 19/20	FY 19/20	FY 19/20	FY 19/20
Process Date: 11/25/20	ID	Beginning	Developer	Interest	Prop Tax	Loan/Other	Total	Total	Ending
		Fund Balance	Fees	Income	Revenue	Revenue	Revenue	Expenses	Fund Balance
DA 73	7567	217,456	2,730	7,497	0	0	10,227	(1,023)	226,660
DA 76	7542	304,519	7,621	9,611	0	0	17,232	(1,121)	320,630
DA 78	7545	14,026	7,263	0	0	0	7,263	(589)	20,700
DA 87	7585	35,468	3,890	0	0	0	3,890	(548)	38,810
DA 88	7586	19,318	4,939	0	0	0	4,939	(1,244)	23,012
DA 89	7587	97,432	2,198	0	0	0	2,198	(1,088)	98,542
DA 101A	7581	904,760	3,575	34,984	0	0	38,559	(638)	942,680
DA 109	7595	4,987	3,843	0	0	0	3,843	(546)	8,284
DA 128	7537	116,477	1,409	0	0	0	1,409	(1,087)	116,799
DA 130	7562	2,356,934	524,661	33,830	0	7,980	566,471	(266,711)	2,656,693
<b>Drainage Area Totals</b>		<b>35,779,589</b>	<b>1,688,867</b>	<b>1,125,232</b>	<b>866,319</b>	<b>52,914</b>	<b>3,730,285</b>	<b>(1,928,663)</b>	<b>37,581,211</b>

Note 1: Figures based on 100% Finance Reports dated 6/30/20.

Fiscal Year 2019-20  
 Contra Costa County Flood Control and Water Conservation District  
 Project Expenditures Table  
 Attachment B - Table 2

FY 19/20	Acct			Project Expenditures	Project Expenditures	Project Expenditures	Construction
Process Date: 11/27/20	ID			from DA Fees (\$)	All Sources (\$)	from DA Fees (%)	Completion Date
DRAINAGE FEE AREAS	ORG	Project Description	Activity				
DA 130	7562	DA 130 MARSH CREEK WIDENING PHASE 2 DAINTY TO SAND CREEK	W08490	\$ 164,705.66	\$ 164,705.66	100%	2021
<b>Drainage Area Totals</b>				<b>\$ 164,705.66</b>	<b>\$ 164,705.66</b>		
Note 1: Figures based on 100% Finance Reports dated 6/30/20.							

# Fiscal Year 2019-2020

## Contra Costa County Flood Control and Water Conservation District

### Revolving Fund Balance

#### Attachment C

Flood Control Revolving Fund (2506)  
Reporting Period June 30, 2020

DRAINAGE AREA	LOAN #	PROJECT FUNDED BY LOAN	END BAL LOANS 6/30/2020	END BAL DEPOSITS 6/30/2020
FCZ 3B	7520 D	41.C Finance Construction of Storm Drain Outfall - Hwy 4		140,000.00
DA 29H	7569 L	41.1 Finance Construction of Storm Drain Outfall - Hwy 4	140,000.00	
FCD	7505 D	49.A Finance Completion of Basin Modifications at Laurel Rd Basin		350,000.00
DA 30A	7557 L	49.1 Finance Completion of Basin Modifications at Laurel Rd Basin	350,000.00	
FCD	7505 D	57.A Refinance Prior Revolving Fund Loan		120,000.00
DA 30A	7557 L	57.1 Refinance Prior Revolving Fund Loan	20,000.00	
FCD	7505 D	61.A Refinance Prior Revolving Fund Loan		266,000.00
DA 48D	7573 L	61.1 Refinance Prior Revolving Fund Loan	266,000.00	
FCZ 3B	7520 D	65.A Refinance Various Capital Projects		190,000.00
FCZ 9	7532 L	65.3 Refinance Various Capital Projects	140,000.00	
DA 29H	7569 L	65.9 Refinance Various Capital Projects	50,000.00	
DA 55	7579 D	65.D Refinance Various Capital Projects		0.00
DA 127	7563 L	65.7 Refinance Various Capital Projects	100,000.00	
FCZ 3B	7520 D	67.A Finance Expansion of Rossmoor Detention Basin		50,000.00
DA 67	7539 L	67.1 Finance Expansion of Rossmoor Detention Basin	50,000.00	
FCZ 3B	7520 D	68.A Finance Repair Project		80,000.00
DA 29G	7568 L	68.1 Finance Repair Project	80,000.00	
FCZ 3B	7520 D	69.A Finance Construction Activities		700,000.00
DA 67	7539 L	69.1 Finance Construction Activities	700,000.00	
FCD	7505 D	70.A Finance Maintenance Activities		55,000.00
FCZ9	7532 L	70.1 Finance Maintenance Activities	55,000.00	
FCZ 3B	7520 D	71.A Finance Maintenance Activities		850,000.00
DA 29G	7568 L	71.1 Finance Maintenance Activities	850,000.00	
DA 56	7566 D	72.A Finance Construction Activities		350,000.00
DA 29G	7568 L	72.1 Finance Construction Activities	350,000.00	
FCD	7505 D	72.Y Finance Construction Activities		425,000.00
FCZ9	7532 L	72.3 Finance Construction Activities	425,000.00	
FCD	7505 D	75.A Finance Construction of Flood Walls		820,000.00
FCZ9	7532 L	75.1 Finance Construction of Flood Walls	820,000.00	
FCD	7505 D	76.A Finance Ongoing Right of Way Work, Planning and Annl Mtce		100,000.00
FCZ9	7532 L	76.1 Finance Ongoing Right of Way Work, Planning and Annl Mtce	100,000.00	
FCD	7505 D	77.A Finance Ongoing Right of Way Work, Planning and Annl Mtce		200,000.00
FCZ9	7532 L	77.1 Finance Ongoing Right of Way Work, Planning and Annl Mtce	200,000.00	
FCD	7505 D	77.B Finance Ongoing Annual Maintenance		100,000.00
DA 127	7563 L	77.2 Finance Ongoing Annual Maintenance	100,000.00	
FCD	7505 D	78.A Finance Ongoing Right of Way Work, Planning and Annl Mtce		200,000.00
FCZ9	7532 L	78.1 Finance Ongoing Right of Way Work, Planning and Annl Mtce	200,000.00	
<b>Total Revolv Fund Loans</b>			<b>4,996,000.00</b>	<b>4,996,000.00</b>

D = Funds Deposited in the Revolving Fund  
L = Funds Loaned out by the Revolving Fund

**Contra Costa County Flood Control and Water Conservation District**  
**Drainage Area Fee Program**  
**Development Impact Fee Annual Report**

**Attachment D**  
**Map of Drainage Areas**





Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: January 5, 2021

Subject: Conveyance of Real Property at Byron Airport to Urban Air Mobility, LLC

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute legal documents to convey up to 4.13 acres of unimproved property located on the west side of Osprey Court at Byron Airport to Urban Air Mobility, LLC for development for aviation purposes.

- 1.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Beth Lee  
(925)681-4200

By: , Deputy

cc:

### RECOMMENDATION(S): (CONTD)

A 20-year ground lease, with two 15-year renewal options, for the lease and development of approximately 0.90 acres located on the west side of Osprey Court at Byron Airport (Parcel One).

2. An option giving Urban Air Mobility the option to lease approximately 1.29 acres adjacent to Parcel One (Parcel Two) with an option term through January 31, 2024, and a lease term coterminous with the lease of Parcel One (the Parcel Two Option).
3. A ground lease for Parcel Two if Urban Air Mobility exercises the Parcel Two Option.
4. An option agreement giving Urban Air Mobility, LLC an option to lease approximately 1.94 acres adjacent to Parcel One and Parcel Two (Parcel Three) with an option term through January 31, 2024, and a lease term coterminous with the lease of Parcel One (the Parcel Three Option).
5. A ground lease for Parcel Three if Urban Air Mobility, LLC exercises the Parcel Three Option.

### FISCAL IMPACT:

There is no negative impact on the General Fund. The Airport Enterprise Fund will receive lease and other revenue and the County General Fund will receive property, sales and possessory interest tax revenues from the development of all three parcels. Each lease will have (i) construction period rent, (ii) ground rent that increases at regular intervals, and (iii) periodic rent revaluations based on market appraisals.

### BACKGROUND:

The Airport Division of the Contra Costa County Public Works Department - Airports Division received a letter of interest from Mark Scott Construction, Inc., which created Urban Air Mobility, LLC for this project, to lease and develop approximately 4.13 acres of real property at Byron Airport for aviation use. In accordance with the Airport Division's standard, the Airport Division solicited for competitive interest in developing the parcel prior to making a developer selection. This solicitation of competitive interest was transmitted to the current commercial tenants of both County airports and to those persons who have asked to be included on a list of developers interested in developing land at either of the County airports. The County did not receive any other letters of interest to develop this property.

On November 5, 2019, the Board of Supervisors authorized staff to negotiate ground lease and development terms for this property. This action was consistent with the master developer selection process that was approved by the Board of Supervisors on May 23, 2006, whereby projects without a competitive interest are to proceed with the traditional environmental review and lease development process.

Development and use of this approximately 4-acre property for auxiliary aviation and aircraft storage will expand economic development activity at the Byron Airport. This general aviation focus is consistent with the policies identified within the Byron Airport Master Plan. Further, development of the property will provide lease revenue to the Airport Enterprise Fund in addition to possessory interest and, potentially, sales tax revenue to the County General Fund. The project has been determined to be in compliance with the General Plan and a Notice of Exemption was completed for the project.

Parcel One, Parcel Two and Parcel Three are all adjacent to the taxiways and runways at Byron Airport, and are designated for aviation use on the Updated Airport Layout Plan for the Byron Airport. During discussions between the County and the developer, and the developer and its project designers, it became apparent that construction of the project would be done in phases. For that reason, the project has been structured with three phases, each as described below.

## Phase One – Parcel One

The first phase of the project is the construction on Parcel One of one large (5,000 to 7,500 square foot) aircraft hangar, one medium-sized (2,500 to 5,000 square foot) aircraft hangar, and parking for automobiles. The developer may also elect to construct offices, which will be attached to the hangars, and, if the design allows for taxiway clearance, a row of t-hangars or box hangars.

The lease of Parcel One has an initial term of twenty years and two fifteen-year extension options. During the construction period, rent will equal \$350 per month. Upon the completion of the construction period, ground rent will begin at \$392 per month and will increase by prescribed increments until Year 6, after which ground rent will increase annually by a CPI inflator. Every ten years, the ground rent will be revalued based on market appraisals.

## Phase Two and Phase Three – Parcel Two and Parcel Three

When the developer enters into the lease for Parcel One, it will enter into an option to lease Parcel Two and a separate option to lease Parcel Three. Each option has an option price of \$100 per year. Each has an option term that begins on its effective date and ends on the earliest to occur of (i) the day the option is exercised, (ii) a default occurs under the Parcel One lease, (iii) a default occurs under the option, and (iv) January 31, 2024.

The developer may exercise either or both options at its discretion. If the developer elects to exercise one or both options, it will enter into a lease for the relevant parcel. The lease for Parcel Two and the lease for Parcel Three effectively mirrors the lease of Parcel One. The developer will have roughly two years of construction period rent, followed by ground rent that increases at the same time, and using the same method, as the ground rent increases under the Parcel One lease.

The developer intends to construct three large (5,000 to 7,500 square foot) hangars on Parcel Two and a row of small hangars on Parcel Three.

### CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project will result in a delay of developing vacant and underutilized land at Byron Airport and will negatively impact expansion of general aviation facilities, the Airport Enterprise Fund and County General Fund.

### ATTACHMENTS

- Urban Mobility, LLC, Lease Agmt
- Urban Mobility, LLC, Parcel II
- Urban Mobility, LLC, Parcel III
- Urban Mobility, LLC, Exhibit D

**LEASE AGREEMENT**

**Between**

**COUNTY OF CONTRA COSTA**

**as Lessor**

**and**

**Urban Air Mobility, LLC**

**Parcel I**

**January 5, 2021**

Contra Costa County  
Buchanan Field Airport  
550 Sally Ride Drive  
Concord, CA 94520-5606  
(925) 681-4200

**LEASE BETWEEN THE  
COUNTY OF CONTRA COSTA**

**AND**

**Urban Air Mobility, LLC**

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- EXHIBIT B – Site Plan
- EXHIBIT C – Notice of Exemption
- EXHIBIT D – Rosso Report

LEASE BETWEEN THE  
COUNTY OF CONTRA COSTA

and

Urban Air Mobility, LLC

This lease agreement (“**Lease**”) is dated January 5, 2021 (the “**Effective Date**”) and is between of the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**” or “**Lessor**”), and URBAN AIR MOBILITY, LLC, a California limited liability company (“**Tenant**”).

RECITALS

- A. Lessor owns and operates Byron Airport, a public airport located at Byron, California (the “**Airport**”), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports (“**Director of Airports**”).
- B. Tenant desires to lease approximately 0.90 acres of unimproved land that is located at the Airport on the west side of Eagle Court, as more fully described in Exhibit A – Legal Description (the “**Premises**”). Tenant intends to use the Premises to construct and operate auxiliary aviation and provide hangar storage (the “**Contemplated Use**”) as shown on Exhibit B – Site Plan. The Contemplated Use was the subject of a Notice of Exemption dated January 30, 2020, prepared pursuant to the requirements of the California Environmental Quality Act. A copy of the Notice of Exemption is attached as Exhibit C.
- C. Through Rosso Environmental, Inc., Tenant has completed a subsurface investigation of the suitability of the soil, geologic, environmental and seismic conditions of the Premises for the Contemplated Use. The resulting report, dated August 5, 2020, is attached as Exhibit D (the “**Rosso Report**”). Completion of the Rosso Report satisfies Tenant’s obligation to investigate the suitability of the Premises set forth in Section 13.B (Condition of Premises).
- D. Simultaneous with the execution of this Lease, the County and Tenant are entering into an option agreement under which Tenant has the option to lease approximately 1.29 acres of unimproved land that is adjacent to the Premises (“**Parcel Two**”). If Tenant exercises the option to lease Parcel Two, the lease of Parcel Two will be coterminous with this Lease.
- E. Simultaneous with the execution of this Lease, the County and Tenant are entering into an option agreement under which Tenant has the option to lease approximately 1.94 acres of unimproved land that is adjacent to the Premises (“**Parcel Three**”). If Tenant exercises the option to lease Parcel Three, the lease of Parcel Three will be coterminous with this Lease.

The parties therefore agree as follows:

## AGREEMENT

1. Lease. For and in consideration of the rent, fees, and faithful performance by Tenant of the terms and conditions set forth in this Lease, Lessor hereby leases to Tenant, and Tenant hereby leases from Lessor, the Premises, subject to all easements and encumbrances of record.
2. Term. The “**Term**” of this Lease is comprised of a Preliminary Term and, at Tenant’s option, Renewal Terms, each as defined below. Upon the commencement of a Renewal Term, all references to the Term of this Lease will be deemed to mean the Term as extended pursuant to Section 2.B. below.
  - A. Preliminary Term. The “**Preliminary Term**” begins on the Effective Date and ends on January 31, 2041, unless earlier terminated as provided herein.
  - B. Renewal Term. Tenant has two automatic renewal options to extend this Lease for a term of fifteen (15) years for each option (each, a “**Renewal Term**”) upon all the terms, covenants, and conditions set forth in this Lease, provided (i) Tenant is not in default beyond any applicable cure period as of the beginning date of the Renewal Term, and (ii) Tenant has not provided written notice of its election not to renew the Lease at least twelve (12) months prior to the end of the Term.
3. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of this Lease, but will be construed as a tenancy from month to month, which may be terminated at any time by Lessor or Tenant upon thirty (30) days written notice. The month-to-month tenancy will be governed by the same terms and conditions in effect immediately prior to the expiration of the Term.
4. Rent. Tenant shall pay Construction Period Rent and Ground Rent, each as defined below (together, “**Periodic Rent**”), to Lessor without offset or demand on or before the first day of each month. Periodic Rent for any partial month will be prorated at the rate of 1/30 of the applicable monthly rent per day.
  - A. Construction Period Rent. Tenant shall pay Three Hundred Fifty Dollars (\$350.00) per month during the Construction Period (the “**Construction Period Rent**”). The “**Construction Period**” is that period of time that begins on the Effective Date and ends on the earlier to occur of (i) January 31, 2023, and (ii) the last day of the month following Substantial Completion.

The term “**Substantial Completion**” means the date that the Site Improvements, as defined in Section 9, Improvements, pass final inspection by the Contra Costa County Department of Conservation and Development.

- B. Ground Rent. Tenant shall pay ground rent, as adjusted pursuant to this Lease (“**Ground Rent**”), from the first day of the month following the end of the

Construction Period (the “**Ground Rent Commencement Date**”) until the expiration or earlier termination of this Lease.

5. Initial Ground Rent: During the period that begins on the Ground Rent Commencement Date and ends January 31, 2026 (the “**Initial Ground Rent Period**”), Ground Rent is equal to the following amounts:

<u>Period</u>	<u>Monthly Ground Rent</u>
Ground Rent Commencement Date – January 31, 2024	\$ 392.00
February 1, 2024 – January 31, 2025	\$ 555.00
February 1, 2025 – January 31, 2026	\$ 785.00

6. Adjustments to Ground Rent. Ground Rent will be adjusted in each year after the Initial Ground Rent Period. In most years, the adjustment to Ground Rent will be based solely on the change to the Consumer Price Index (“**CPI**”). Every ten years, beginning February 1, 2031, Ground Rent will be adjusted to reflect market rates, using the Revaluation Process described below. Each change in Ground Rent that results from the Revaluation Process is an “**Adjustment**.”

A. CPI Increases.

- i. Timing and Amount. In each year after the Initial Ground Rent Period, except for the one-year periods that begin on a Revaluation Date, Ground Rent will increase over the amount paid the preceding year by (i) an amount equal to the change in the CPI for the most recent period ending June, based on the CPI Factor, or (ii) one percent (1%), whichever is greater; provided, however, in no event will the increase be more than four percent (4%) and in no event will the Ground Rent for any year be less than the Ground Rent in effect in the immediately preceding year.

ii. Definitions.

- a) “**CPI Factor**” means the percentage by which the “**Index**,” as defined below, for the most recent one-year period ending June has changed with respect to the Index in effect for the immediately preceding one-year period, calculated to the nearest one-tenth of one percent.
- b) “**Index**” means the Consumer Price Index, all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982–84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor or a substitute index published as a replacement for that index by the U.S. Department of Labor or by any other United States governmental agency.

- c) **“Revaluation Date”** means each of the following: February 1, 2031, and, if Tenant renews the Lease, February 1, 2041, February 1, 2051, and February 1, 2061.
- iii. Notice. Airport staff will notify Tenant of any increase in Ground Rent based on a CPI adjustment when the calculation of the CPI adjustment is complete. If the notice is given after the effective date of an increase, Tenant shall pay any increased rent retroactively to the effective date of the increase; provided, however, in no event will Tenant be required to pay the increased rent retroactively for a period greater than six months.

B. Revaluation of Ground Rent.

- i. Timing and Amount. On each Revaluation Date, Ground Rent will be adjusted to reflect the fair market rental value of the Premises in accordance with the Revaluation Process described below. The adjustment to Ground Rent that results from the Revaluation Process is the **“Adjustment.”** The total Adjustment is effective on the Revaluation Date. The Lessor shall initiate the Revaluation Process prior to each Revaluation Date. In no event will Ground Rent for any year be less than the Ground Rent in effect in the immediately preceding year.
- ii. Conditions of Revaluation. The revaluation of Ground Rent, including any appraisals prepared as part of the Revaluation Process, will be conducted as follows:
  - a. All negotiations and actions taken by the Lessor and Tenant under this Section will be undertaken and conducted by the parties in good faith.
  - b. The value of the Premises does not include any Improvements (as defined below).
  - c. If the Revaluation Process is not concluded by the Revaluation Date, the Ground Rent determined by the Revaluation Process described herein will be retroactive to the Revaluation Date to which the Revaluation Process applies. Tenant shall make any retroactive payments of Ground Rent no later than thirty (30) days following the completion of the Revaluation Process.
  - d. Except as otherwise provided herein, no waiver by the Lessor of any of the provisions of this Section will be deemed to have been made by the Lessor, unless made expressly in writing by the Director of Airports and no waiver by Tenant will be deemed to have been made unless expressly in writing by the duly authorized agent of Tenant.

- e. All time periods specified in this Section will be counted in calendar days.
- iii. Revaluation Process. The “**Revaluation Process**” consists of the following:
- a. The Lessor shall determine the fair market rental value of the Premises using the median of auxiliary aviation and hangar storage per square foot ground lease rates at Byron Airport (the “**Lessor Revaluation**”) and shall notify Tenant in writing of the amount of the new monthly Ground Rent (the “**Revaluation Notice**”).
  - b. If Tenant disagrees with the Lessor Revaluation, Tenant may file with the Lessor a dispute of the amount of Lessor Revaluation (“**Tenant Dispute**”) and include Tenant’s proposed Ground Rent revaluation amount. The Tenant Dispute must be in writing and delivered to the Director of Airports no later than twenty-one (21) days after the Revaluation Notice is delivered to Tenant (the “**Dispute Period**”). If Tenant does not file a Tenant Dispute with the Lessor within the Dispute Period: (i) the Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) Tenant will be deemed to have waived the right to contest the amount specified in the Revaluation Notice, (iii) the new Ground Rent specified in the Revaluation Notice will become effective on the applicable Revaluation Date, and (iv) the Revaluation Process will be over.
  - c. If Tenant delivers a Tenant Dispute to the Lessor within the Dispute Period, the Lessor and Tenant will have twenty-one (21) days following the Lessor’s receipt of the Tenant Dispute to attempt to establish a new Ground Rent by negotiation (the “**Rent Negotiation Period**”). The Rent Negotiation Period may not be extended beyond the initial twenty-one (21) day period except by mutual written agreement of Tenant and the Director of Airports. If Tenant and the Lessor agree in writing on the new monthly Ground Rent during the Rent Negotiation Period, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.
  - d. If the Lessor and Tenant are unable to agree upon a new Ground Rent during the Rent Negotiation Period, then the Lessor and Tenant shall each appoint an appraiser to determine the fair market value of the Premises. The Lessor and Tenant shall identify the name of their appraiser by written notice to the other party. The appointment of the appraiser will be made and notice of the appointment will be given to the other party within twenty-one (21) days after the end of

the Rent Negotiation Period (the “**Selection Period**”). Each appraiser must be a member of the American Institute of Real Estate Appraisers, have the designation of Member of the Appraisal Institute (“**MAI**”), and have current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. Each party is responsible for paying the fees and costs of its appraiser.

In the event that Tenant does not appoint an appraiser and provide the Lessor with written notice of the appointment within the Selection Period: (i) the initial Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) the new monthly Ground Rent, specified in the Revaluation Notice will become effective on the applicable Revaluation Date, (iii) Tenant will be deemed to have waived the right to further contest the amount of the Lessor Revaluation by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

In the event that the Lessor does not appoint an appraiser and provide Tenant with written notice of the appointment within the Selection Period: (i) the monthly Ground Rent will remain unchanged or will equal the fair market rental value determined by Tenant’s appraiser, whichever is greater, (ii) such monthly Ground Rent will become effective on the applicable Revaluation Date, (iii) the Lessor will be deemed to have waived the right to contest the amount of the new monthly Ground Rent by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

If the Lessor and Tenant each properly appoint an appraiser during the Selection Period, both appraisers will make an independent determination of the fair market rental value of the Premises. Each appraisal must be completed and a copy of the appraisal report delivered to the other party no later than sixty (60) days from the date the appraiser was appointed (the “**Appraisal Period**”) unless otherwise extended by the mutual agreement of the Lessor and Tenant.

Upon completion of both appraisals, the Lessor and Tenant shall make a final attempt to establish a new monthly Ground Rent by negotiation. If the Lessor and Tenant agree in writing on a new monthly Ground Rent, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

- e. In the event that the Lessor and Tenant cannot agree on a revaluation of the monthly Ground Rent within thirty (30) days following the

Appraisal Period, either the Lessor or Tenant may declare an impasse in the negotiations by providing written notice of the impasse to the other party. The written notice of impasse (the “**Final Proposal**”) will include all of the following information: (i) a statement that the declaring party has determined that negotiations have reached an impasse; (ii) the declaring party’s final proposed Ground Rent revaluation figure; (iii) a statement that the recipient has ten (10) business days to either give written acceptance of the amount of the Ground Rent revaluation specified in the Final Proposal or deliver a counter-final proposal (the “**Counter-Final Proposal**”) to the declaring party; and (iv) any other supplementary information as the declaring party deems appropriate. The party upon whom the Final Proposal is served shall then have ten (10) business days following receipt of the Final Proposal to either accept the Final Proposal or to reject the Final Proposal and deliver a Counter-Final Proposal to the declaring party. If either the Final Proposal or the Counter-Final Proposal is accepted in writing, then the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

If neither the Final Proposal nor the Counter-Final Proposal is accepted, not later than forty-five (45) days after delivery of the Final Proposal, the appraiser selected by the Lessor and the appraiser selected by Tenant will jointly select a third appraiser with the designation of MAI and with current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. The third appraiser will determine the fair market value of the Premises. The third appraiser will render a final written decision within thirty (30) days of his or her appointment. The cost of the third appraiser will be shared equally by the Lessor and Tenant. The appraiser’s decision is binding on all parties and will apply retroactively to the Revaluation Date.

7. Percentage and Other Additional Rent:

- A. Percentage Rent: In addition to paying Ground Rent, Tenant shall pay Percentage Rent. “**Percentage Rent**” means an amount equal to two percent (2%) of the Gross Receipts, as defined below. Percentage Rent is due no later than the tenth day of the month for goods sold and services provided by Tenant during the previous month.
- B. Gross Receipts: “**Gross Receipts**” means all revenue and receipts of the Tenant that is derived from or related to the Premises, including but not limited to the gross amount received from all sales and cash payments received therefor; credit extended at the time of a credit sale; all charges for services performed, including but not limited to sales of oil and other lubricants; lease payments from

Subtenants; and the gross amount received from any and all of the sources of income derived from the businesses conducted on the Premises. In the case of insurance sales and premiums, Gross Receipts is limited to the commissions received. Gross Receipts excludes the following:

- i. Federal, state and municipal sales taxes, excise taxes, gross receipts taxes and all other similar taxes separately stated or collected from customers.
  - ii. Receipts from wholesale sales of parts and accessories wherein the resale permit number issued by the Board of Equalization of the State of California, is necessarily used for such sale; provided, however, this exception applies to only those wholesale sales that do not exceed 5% of the retail sales of parts and accessories.
  - iii. Receipts from the sale of new and used aircraft; provided a flat fee of \$500 per transaction is paid to the Lessor upon the sale of each new and used aircraft.
  - iv. Commissions paid for financing or discounts to be paid by Tenant to secure financing for any of the business conducted or sales of any kind or nature by Tenant.
  - v. All revenue against which Tenant later provides a credit for returns to suppliers or manufactures.
  - vi. Amounts received by Tenant for settlement of any claims for loss or damage to products purchased by Tenant.
  - vii. Deposits received for any State recycling fund.
  - viii. Reimbursable expenses incurred by Tenant on behalf of its customers.
- C. Statement of Gross Receipts: Tenant shall furnish to the Lessor a written statement of monthly Gross Receipts ("**Statement of Gross Receipts**") within thirty (30) days after the close of each calendar quarter.
- D. Certified Annual Statement: Within one hundred twenty (120) days following the close of Tenant's fiscal year, and within one hundred twenty (120) days following the termination of this Lease, Tenant shall deliver to the Lessor an annual statement of Gross Receipts, certified as being correct by an authorized accounting officer of the Tenant ("**Certified Annual Statement**"). If the Certified Annual Statement shows that an additional amount of Percentage Rent is due and payable to the Lessor, Tenant shall make such payment currently with the delivery of the Certified Annual Statement to the Lessor.

- E. Records: The Lessor may inspect the books and records of Tenant and any and all Subtenants from which any Statement of Gross Receipts or Certified Annual Statement is prepared at any reasonable time upon request. For this purpose, Tenant shall keep for a period of five (5) years after submission of any such statement to the Lessor, all of Tenant's records, books, accounts, and other data pertaining or necessary to the verification of Gross Receipts as defined herein, and shall, upon request, make the same available to the Lessor, the Lessor's auditor, representative or agent for examination at any time during such 5-year period. Failure to keep, maintain, and make available the records, books, accounts, and other data required by this Section is a Default, as defined in Section 30 (Default), of this Lease.
- F. Audits: The Lessor may, at the Lessor's option, engage the services of an independent certified public accountant to audit and verify the accuracy of Tenant's records, books, and accounts, including the Certified Annual Statement. In the event the audit shows that an additional amount of Percentage Rent is due and payable to the Lessor, Tenant shall make such payment within seven (7) days of the Lessor's demand therefore. If the audit shows that there has been an overpayment of Percentage Rent, the Lessor shall, at the sole option of the Lessor, promptly repay to Tenant the amount of such overpayment or credit same to future Rent next due the Lessor by Tenant, at the Lessor's sole election. If the audit shows an underpayment by Tenant that is greater than five percent (5%) of the Percentage Rent paid to the Lessor, Tenant shall pay for the reasonable and actual cost of the audit.
- G. Charter Landing Fee: If Tenant or any Subtenant elects to conduct FAR Part 135 Charter operations to, from, or through the Premises, the Lessor is entitled to a landing fee for the FAR Part 135 Charter activity that is a minimum of \$16 per landing for aircraft below 16,000 pounds or \$1.50 per 1,000 pounds for aircraft that are at or over 16,000 pounds (the "**Charter Landing Fee**") in accordance with Section 7.A. In no event will any Charter Landing Fee be deemed Additional Rent nor does Tenant have any liability to the Lessor if a Subtenant is delinquent in its payment of a Charter Landing Fee.
- H. Records to Be Maintained: Tenant shall record all sales and other transactions, whether cash or credit, and shall keep full and accurate books of account and records, including a current rent roll for the Premises. In addition, Tenant shall keep all cash register receipts with regard to gross receipts, credits, refunds and other pertinent transactions, as well as records of all other exclusions and deductions from Gross Receipts.
- I. Additional Rent: In addition to the Ground Rent, Tenant shall pay as additional rent, all other charges, costs and fees required to be paid by Tenant pursuant to the provisions of this Lease (such amounts, "**Additional Rent**," and together with the Ground Rent and Percentage Rent, "**Rent**").

8. Additional Payment Provisions.

- a. Late Rental Payments. In the event Tenant fails to pay Lessor any amount due under this Lease within five (5) days after such amount is due, Tenant shall pay to Lessor a late charge of One Hundred and No/100 Dollars (\$100) per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month, from the date the payment was due and payable until paid in full. Tenant shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. Lessor and Tenant hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix Lessor’s actual damage from any late payments and, thus, that Tenant shall pay as liquidated damages to Lessor the Late Charge specified in this Section, which is the result of the parties’ reasonable endeavor to estimate fair average compensation for the late payment (other than attorneys’ fees and costs). Lessor’s acceptance of the Late Charge as liquidated damages does not constitute a waiver of Tenant’s default with respect to the overdue amount or prevent Lessor from exercising any of the rights and remedies available to Lessor under this lease.
- b. Form and Place of Payment. Tenant shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to the Director of Airports Office, 550 Sally Ride Drive, Concord, California 94520, or at such other place as Lessor may designate from time to time.
- c. Returned Checks. If a check written by Tenant is returned for insufficient funds, Lessor may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. Lessor may require Tenant to pay rent by certified check or money order if Tenant’s bank or banks have returned one or more personal checks within the preceding twelve (12) month period.
- d. Security Deposit. Upon execution of this Lease, Tenant will pay to Lessor the sum of Seven Hundred Eighty-Four Dollars (\$784.00) in cash as security for the faithful performance of the terms, covenants, and conditions of this lease (the “**Security Deposit**”).

Upon the occurrence of a Default, as defined in Section 30, Lessor may in its sole discretion (but is not required to) apply the Security Deposit, or any portion of it, to any expense, loss or (i) any rent or other sum owed to Lessor, (ii) any amount that Lessor may spend or become obligated to spend in exercising Lessor’s rights under this lease, or (iii) damage sustained by Lessor resulting from Tenant’s Default. Upon demand by Lessor, Tenant shall immediately pay to Lessor a sum equal to that portion of the Security Deposit expended or applied by Lessor as provided in this subsection so as to maintain the Security Deposit at its original level.

Upon the expiration or termination of this lease and (i) Tenant's satisfaction of the conditions set forth in Section 13. Condition of Premises, and (ii) a final accounting by Lessor, any remaining Security Deposit balance shall be refunded to Tenant, without interest. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law in force or that become in force after the date of execution of this lease, that provide that Lessor may claim from a Security Deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises. Lessor and Tenant agree that Lessor may, in addition, claim those sums reasonably necessary to compensate Lessor for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant's officers, agents, employees, independent contractors or invitees.

9. Improvements.

- a. Site Improvements. As a condition of this Lease, Tenant shall install on the Premises one large 5,000 to 7,500 square foot hangar and one medium 2,500 to 5,000 square foot hangar (the "**Hangars**") and a parking area for automobiles ("**Parking**"). Tenant may install offices attached to the Hangars ("**Offices**") and a row of t-hangars or box hangars ("**Small Hangars**") if an aviation engineer confirms that there is sufficient taxiway clearance for aircraft. Together, the Hangars, Parking, Offices and Small Hangars are the "**Site Improvements.**" The Site Improvements must be installed in accordance with the Plans, as defined below.
- b. Infrastructure Improvements. As a condition of this Lease, Tenant shall, at Tenant's sole expense, construct infrastructure improvements that are in conformance with (i) standards established by the Contra Costa County Public Works Department, and (ii) plans approved by the Director of Airports pursuant to Section 9.c. below (together, the "**Infrastructure Improvements**"). Tenant shall complete the Infrastructure Improvements not later than the date that is sixty (60) days after the Substantial Completion of the Site Improvements.

All improvements on the Premises, including, but not limited to, the Site Improvements, the Infrastructure Improvements, structures, signs, driveways, curbs, walkways, pads, perimeter fences and gates, mechanical equipment, utility lines, drainage and sewage lines, environmental control equipment, irrigation systems and landscaping and other facilities are the "**Improvements.**"

- c. Plans and Lessor's Approval. Tenant shall obtain the Director of Airports' written approval of all plans and specifications for the buildings, paving, landscaping, or other Improvements before any construction may be commenced. Once approved by the Director of Airports, such plans and specifications are the "**Plans.**" Prior to requesting the Director of Airports' approval, a County-designated engineer must review and approve the development plans. All Improvements must conform with all general requirements of Lessor, and must be constructed and installed in conformance with: (i) the Plans; (ii) all applicable

statutes, ordinances, building codes, permits; (iii) applicable Airport or FAA policy and standards for development; and (iv) all rules and regulations of Lessor and the requirements of all other authorities that have jurisdiction over the Premises, as the case may be, and Tenant's operations thereon, including, but not limited to, the Contra Costa County Department of Conservation and Development, and the Federal Aviation Administration.

- d. Construction Schedule. Within ninety (90) days following the Commencement Date, Tenant shall submit to the Director of Airports for review and approval (i) three (3) sets of construction plans for the Site Improvements and the Infrastructure Improvements that have been reviewed and stamped by an engineer, and (ii) a detailed construction schedule.

The Director of Airports' review and approval or disapproval will be completed within thirty (30) days of submission. If the Director of Airports disapproves of the plans, the reasons for disapproval must be given to Tenant in sufficient detail, and Tenant will have thirty (30) days to revise the plans and resubmit them to the Director of Airports. The Director of Airports' review and approval or disapproval of the revised plans will be completed within thirty (30) days of re-submission. The Director of Airports' approval is separate and distinct from approvals Tenant is required to obtain from Lessor, other County Departments, and all other authorities having jurisdiction over the Premises. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the construction of the Improvements. Approval of the Plans by the Director of Airports does not constitute a representation or warranty as to conformity with other requirements and responsibility therefor remains at all times in Tenant. The time requirements imposed on the Director of Airports by this Section do not apply to other County Departments and authorities.

The Plans are not to be submitted to the Building Inspection Division of the Department of Conservation and Development ("**Building Inspection**") unless the Director of Airports has approved the Plans. Within fourteen (14) days following approval of the Plans by the Director of Airports, Tenant shall submit the Plans to Building Inspection for review and approval.

Tenant shall commence construction of the Site Improvements within forty-five (45) days after a grading permit for the Site Improvements has been issued by Building Inspection. Tenant shall complete the construction of the Site Improvements within twelve (12) months after receiving a grading permit or the Director of Airports' approval, whichever is later. Tenant shall provide Lessor with a Notice of Intent to Construct the Site Improvements at least twenty (20) days prior to construction or delivery of materials.

The deadlines set forth this Section 9 and the Ground Rent Commencement Date may be extended upon written approval of the Director of Airports in consideration of time lost as a result of work stoppages, strikes, and shortages of material, acts of

God, or other reasons beyond Tenant's control, as determined by the Director of Airports, in his or her sole discretion.

- e. Performance and Payment Bonds. Not less than ten (10) business days before the commencement of construction of the Site Improvements, Tenant shall, at its sole cost and expense, furnish to Lessor a payment bond of a surety company licensed to transact business in the State of California, or other type of security reasonably satisfactory to the Lessor, with Tenant as principal, in the penalty sum of one hundred percent (100%) of the total estimated cost of the Site Improvements and all other necessary appurtenances specified herein, guaranteeing the payment of all labor, materials, provisions, supplies and equipment related to the construction of the Site Improvements, of any kind whatsoever, and protecting Lessor from any liability, losses or damages arising therefrom. Simultaneously, Tenant shall also provide Lessor a performance bond of a surety company licensed to transact business in the State of California in a form acceptable to Lessor, or other type of security satisfactory to Lessor, with Tenant as principal, in an amount equal to one hundred percent (100%) of the total estimated cost of the Site Improvements, guaranteeing faithful performance within twelve (12) months of the commencement of all construction work associated with the Site Improvements.
- f. Inspection and Acceptance. Tenant shall obtain all applicable permits and authorizations of all local, state, federal and other government agencies and entities that have jurisdiction over the Site Improvements and Infrastructure Improvements, including but not limited to, the Contra Costa County Department of Conservation and Development and the Contra Costa County Public Works Department. All Site Improvements and Infrastructure Improvements are subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Site Improvements and Infrastructure Improvements. Nothing in this Lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Site Improvements and Infrastructure Improvements.
- g. No Warranties. The inspection, testing and acceptance by Lessor under this or any other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and to conform to the Plans, nor is Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.
- h. Engineering. Lessor shall furnish Tenant with control information required for ground and pavement elevations, specifications for earthwork, pavement, and drainage. Tenant is responsible for all other engineering work and the accuracy thereof. Any material deviations from the Plans must have prior written approval by Lessor.

- i. Utilities. Upon the prior written approval of the Director of Airports, which approval shall not be unreasonably withheld, Tenant may install all utilities on the Premises at its own cost and expense and shall pay any and all connection, inspection, and service fees in connection therewith.
  - j. Paving and Concrete. As part of the Site Improvements, Tenant shall upgrade the pavement within the Premises such that they will accommodate the heaviest vehicle expected to operate in the area with an expected pavement life of twenty (20) years. All road access must be in compliance with Contra Costa County Public Works Department standards.
  - k. Notice of Nonresponsibility. Tenant shall cause a notice of Lessor non-responsibility to be posted and recorded during construction in accordance with Civil Code Sections 3094 and 3129 and a copy to be mailed to the Director of Airports upon filing the notice with the County Recorder.
  - l. Signs. Tenant may not erect signs and advertising media or place the same on the Site Improvements without the written approval of the Director of Airports and any other public agency having jurisdiction. Any signs installed must be in accordance with FAA and the Airport Policy and Standards for Development.
  - m. Landscaping. Tenant shall install and maintain, at its sole expense, the landscaping on the Premises and any landscaping that comprises part of the Infrastructure Improvements in accordance with the Plans. Tenant shall maintain such landscaping in a neat, clean, orderly, and attractive condition.
10. Lessor Processing and Transaction Fees. In the event that Tenant requires or requests Lessor's review, investigation, processing, recordation, or any other action in connection with any Tenant document, proposal or other matter that requires Lessor's staff time and resources, other than time and resources of the Contra Costa County Airports Division (e.g., a proposed assignment or other transfer (but specifically excluding any sublease), or an estoppel certificate), Tenant shall pay Lessor a transaction fee of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) plus all of Lessor's costs, including, but not limited to, staff time at rates determined by the County Auditor for time spent in connection with the until the matter is complete ("**Transaction Fee**"). The Transaction Fee will increase by Five Hundred and No/100 Dollars (\$500.00) on every fifth anniversary of the Commencement Date and is due thirty (30) days after demand therefor by Lessor.
11. Use of Premises. Except as otherwise provided herein, the Leased Premises may be used by Tenant only for auxiliary aviation and aircraft storage and for no other purpose.
- A. Uses Permitted on the Premises.

The following are the only uses permitted on the Premises:

- i. Specialty aircraft or Unmanned Aerial Systems (UAS) services (combined “Aircraft”), which may include research and development, Aircraft management, maintenance and assembly, chartering, unique aviation sales and services, and hangar rental space.
- ii. Storage of Aircraft leased or owned by Tenant or a Subtenant.
- iii. Hangar storage of Aircraft pursuant to a Rental Agreement, as defined below, entered into in accordance with Section 12.
- iv. Maintenance of Aircraft owned by Tenant or a Subtenant, provided that such maintenance is performed ONLY by (i) owner of the Aircraft, (ii) a bonafide employee or contractor of the owner of the Aircraft, or (iii) an established Byron Airport Fixed Based Operator.
- v. Storage of materials directly related to the restoration or maintenance of the Tenant or Subtenant’s Aircraft.
- vi. Operation of corporate aircraft on a non-commercial aviation basis.
- vii. Aviation-oriented use of the office space.
- viii. FAR Part 135 charter operations, including enplanement or disenplanement of passengers as approved in writing by the Director of Airports.
- ix. Operation of Aircraft on a non-commercial basis.
- x. Commercial aviation operations that are approved in advance and in writing by the Director of Airports.

B. Uses Not Permitted on the Premises.

- i. Maintenance, except as expressly permitted in subsection A above.
- ii. Any use not explicitly listed in subsection A above.
- iii. Aircraft fueling for commercial purposes.
- iv. Leaving aircraft (whether belonging to Tenant or any Subtenant) unattended on aprons not abutting taxi lanes.

Two violations of subsection B within a twelve-month period is a Default of this Lease.

Tenant may not use the premises for any other purpose without the Director of Airport’s express prior written consent. Any use of the premises other than as

described herein without the Director of Airports' prior written consent is a Default of this lease.

12. Rental Operations and Subleases.

- A. Subject to the terms of this Section, Tenant may rent hangar space and office to subtenants (each, a “**Subtenant**”) pursuant to the rules and regulations adopted from time to time by the Airport, including but not limited to the following:
- i. Rental Agreements are subject to the terms and conditions of, and subordinate to, this Lease. The term of a Rental Agreement may not be greater than the term of this Lease.
  - ii. Rental Agreements do not create a landlord-tenant or any other legal relationship between the Lessor and Tenant's subtenant.
  - iii. Tenant is, and at all times will remain, entirely responsible for the full performance of this Lease.
  - iv. Tenant or its authorized representative must be available during normal business hours, either at the Airport or by telephone/email to discuss the rental space and to conduct business.
  - v. By December 1 each year, Tenant shall give the Lessor a list of the name, address, phone number, and email address of all current Subtenants, along with the identification and make of all of each Subtenant's hangered Aircraft and a description of each subtenant's business activity, if applicable.
  - vi. Tenant is responsible for all materials stored on the Premises, whether the materials are stored by Tenant or Tenant's agents, employees, or Subtenants.
  - vii. No commercial aviation operations are permitted without the prior written consent of the Director of Airports.
- B. Additional Terms Applicable to Commercial and Charter Rental Agreements:
- i. Tenant shall cause each Subtenant conducting commercial activities or charter operations to enter into a license agreement with the Lessor that governs the payment of the commercial license fee and/or Charter Landing Fee by the Subtenant directly to the Lessor (a “**License Agreement**”).
  - ii. Tenant shall use good faith efforts to cause all Subtenants of the Premises who elect to conduct FAR Part 135 Charter operations to, from, or through the Premises, to strictly comply with the provisions of this Section 12.B.

- iii. If a Subtenant is found to be conducting any commercial aviation activity in a hangar or office space without the written consent of the Director of Airports, Tenant shall immediately serve the Subtenant of such hangar or office space with a thirty (30) day cure or quit notice and concurrently deliver a copy of the notice to the Director of Airports. If the offending Subtenant fails to cause the cessation of such commercial activity within thirty (30) days of the cure or quit notice, Tenant shall terminate the Subtenant's Rental Agreement.
- iv. Tenant does not have any liability to the Lessor if a Subtenant is delinquent in or is otherwise in violation of the provisions of a License Agreement.
- v. Tenant shall include provisions in all commercial and charter rental agreements to require that Subtenant:
  - a. Pay the Lessor the commercial license fee and/or Charter Landing Fee.
  - b. Acknowledge that the underlying leased premises are owned in fee by Lessor and that the Tenant has entered into a lease with Lessor for the Leased Premises.
  - c. First enter into a License Agreement with the Lessor to engage in commercial operations on the Premises pursuant to the license provisions of the Lease and subject to terms and conditions established between Lessor and Subtenant for the privilege of conducting its business at the Airport and in consideration for the impacts such commercial operations may have on the Airport.
  - d. Not operate any commercial operations under a Rental Agreement until a License Agreement has been executed by Lessor and the Subtenant.
  - e. Provide Tenant with a copy of any executed License Agreement and immediately inform Tenant of the termination of any such License Agreement.
  - f. Acknowledge that in the event Subtenant (i) engages in commercial operations on the Leased Premises without having first entered into a License Agreement, (ii) is in default or breach of his or her License Agreement with the Lessor, or (iii) has its License Agreement terminated for any reason and Subtenant nevertheless continues to engage in commercial operations on the Leased Premises, Subtenant's Rental Agreement can be terminated by the Tenant.

- g. Upon notification by the Lessor to Tenant of a violation of the provisions of this Section 12, or a License Agreement by a Subtenant, Tenant shall within ten (10) days of receipt of such written notice, either (i) cancel or otherwise terminate the Rental Agreement, or (ii) cure the default under the License Agreement. Lessee's failure to either terminate the Rental Agreement or cure the default under the License Agreement is a Default under this Lease.

13. Condition of Premises.

- A. No Warranty. Except as provided herein, Tenant is leasing the Premises in an "as is" physical condition with no warranty, express or implied, on the part of Lessor as to the physical condition of the Premises, including but not limited to, the condition of any existing improvements, the soil and the geology of the soil, the air, surface water and groundwater, the presence of known and unknown faults, the presence of Hazardous Materials and all other kinds of contamination and pollutants of any kind in the air, soil, groundwater and surface water, and the suitability of the Premises for the construction and use of the improvements thereon.
- B. Tenant Independent Investigation. It is the sole responsibility of Tenant, in its sole cost and expense, to investigate the condition of the Premises to its satisfaction, including (i) the suitability of the soil, geologic, environmental and seismic conditions of the Premises for the intended use contemplated herein, and (ii) the presence of any contaminants, or Hazardous Materials, as defined in Section 19.A., in air, soil, groundwater and surface water in, on, or under the Premises and pollutants of any kind located on or within the Premises. This Lease imposes no responsibility or obligation on Lessor to prepare or implement any remediation plan or to attain remediation of the Premises to a level of standard required for Tenant's use or any other purpose. Lessor makes no warranties, representations, covenants, or agreements concerning remediation for the purposes of Tenant's use or any changes in Environmental Laws, as defined in Section 19.B., affecting such uses.

The respective agreements and obligations of Lessor and Tenant under this Section 13 will survive the expiration or termination, for any reason, of this Lease.

- C. No Concealment. Notwithstanding anything in this Lease to the contrary, Lessor represents to Tenant that Lessor is not concealing any knowledge of the presence of contamination possessed by the current officers and managers of the Airport. However, Lessor makes no representation regarding what would be revealed by a review and search of its records, interviews of its employees or past employees or the undertaking of due diligence to discover any information or knowledge not now known to its present officers and managers.

D. Maintenance. Tenant shall maintain the Premises in accordance with Section 16-~~2~~<sub>2</sub> Maintenance, Repair and Storage.

14. Utility Obligations. Tenant shall pay, on Tenant's own account, all charges for utilities used or consumed on the Premises, including, but not limited to, gas, water, electricity, garbage disposal, storm water and sanitary sewer services, janitorial services, and telephone services.

In the event Lessor reasonably requires, or any utility company requires, that any existing or new overhead distribution system be installed underground, Tenant shall, at its own cost and expense, provide all necessary facility changes on the Premises so as to receive such services.

15. Alterations and Additions.

- A. Tenant may not do any of the following: (i) erect or place any additional structures on the Premises, (ii) make any improvements or alterations to the exterior of any Tenant's Buildings, parking area or landscaping, (iii) make any improvements or alterations to the interior of any of Tenant's Buildings that require the issuance of a building permit without written consent of Lessor. Tenant shall provide the Director of Airports with written plans detailing any proposed improvement. If the Director of Airports does not provide a written response to Tenant's proposed changes within thirty (30) days of the date the Director of Airports confirms his or her receipt of such plans, the proposed improvement will be deemed approved by the Director of Airports. The Director of Airports may not unreasonably withhold or condition its approval of any proposed improvement or alteration.
- B. In the event Tenant makes alterations, constructs additions, or adds additional structures that violate the conditions contained in this Lease (an "**Unauthorized Addition**"), at the Director of Airports sole discretion, Tenant shall remove all or any portion of such Unauthorized Addition at Tenant's sole cost and expense. If Tenant is required to remove any Unauthorized Addition, Tenant, at its sole cost and expense, shall restore the Premises to the condition existing immediately prior to the existence of the Unauthorized Addition, or such other condition designated by Lessor in its election. If Tenant is not required to remove all or any portion of the Unauthorized Addition, then at the Director of Airports sole discretion will advise Tenant if all or any portion of the Unauthorized Addition will remain on and be surrendered with or be removed from the Premises, at the Tenant's sole cost and expense, on the expiration or termination of the Lease.
- C. If the Director of Airports has given written consent to Tenant, permitting Tenant to make certain alterations or make any additional improvements to the Premises, Tenant may not commence construction until Tenant has (i) obtained all necessary building permits and all other approvals required, and (ii) provided

Lessor with twenty (20) days advance written notice of the commencement of such construction. In addition, Tenant shall cause a Notice of Lessor Non-Responsibility to be posted and recorded during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice is to be mailed to Lessor upon filing it with the County Recorder.

16. Maintenance, Repair and Storage.

- A. Premises Maintenance. Tenant shall, at its sole expense, throughout the term of this Lease, maintain the Improvements and appurtenances thereto in a first-class condition, in a neat, clean, orderly, and attractive condition, except for ordinary wear and tear. Tenant shall cause all maintenance, repairs, and replacements to be of a quality substantially equal to the original material and workmanship. Lessor is the sole judge of the maintenance standards required.

Tenant shall perform all maintenance and repairs in compliance with, and all maintenance and repairs necessary to comply with, all applicable statutes, ordinances, resolutions, regulations, orders, and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over the Airport.

If Tenant fails to perform its maintenance obligations as described herein within thirty (30) days of written notice by County to Tenant of such failure, County shall have the right to enter upon the Premises and to perform such necessary maintenance obligations and Tenant shall be required to reimburse County for the reasonable and actual costs thereof within ten (10) days after receipt of an itemized invoice therefor. If such maintenance obligations are of such a nature that they cannot reasonably be completed within such thirty (30) day period, Tenant shall be deemed to have performed its maintenance obligations within such thirty (30) day period if Tenant has started such maintenance obligations within such thirty (30) day period and diligently pursues such maintenance obligations to completion.

- B. Lease Maintenance Plan. In order to determine what maintenance is required to maintain the Site Improvements on the Premises in a neat, clean, orderly, and attractive condition, as required by this Lease, through the remaining term of the Lease (such maintenance, the “**Maintenance Work**”), the Lessor and Tenant shall conduct a joint inspection of the Improvements. The joint inspection is to occur (i) not earlier than February 1, 2035 and not later than February 1, 2036, or (ii) not earlier than February 1, 2050 and not later than February 1, 2051, or (iii) not earlier than February 1, 2060 and not later than February 1, 2061, as applicable, if the Tenant elects to extend the Lease pursuant to Section 2.B.

The Maintenance Work may include, but is not limited to, the following:

- i. Interior and exterior building improvements, including roof, doors, windows, signage, street facades, painting, flooring, fixtures (i.e., lights, toilets and sinks), et cetera.
- ii. The replacement of asphalt, and the cut and repair of any concrete features on the aircraft ramp and in the driveways and parking lot of the Premises.
- iii. The repair, replacement, and upgrade of HVAC.
- iv. The repair, replacement and upgrade of plumbing and electrical systems in the Site Improvements.

Within ninety (90) days after the joint inspection of the Premises, Tenant shall prepare and submit to the Director of Airports for his or her approval a detailed plan that itemizes the Maintenance Work to be performed (the “**Maintenance Plan**”). The Maintenance Plan must include a timeline for the performance of the Maintenance Work and the expected cost of the Maintenance Work. The Director of Airports will review the Maintenance Plan and approve or disapprove it within thirty (30) days of receipt. If the Maintenance Plan is not approved by the Director of Airports, the Director of Airports shall set forth in writing and notify Tenant of his or her reasons for withholding such approval. Tenant shall thereafter submit a revised Maintenance Plan to the Director of Airports, which approval is to be granted or denied within thirty (30) days of receipt in accordance with the procedures set forth above. The Director of Airports may not unreasonably withhold approval of the Maintenance Plan. If a Maintenance Plan has not been approved by February 1, 2036 or February 1, 2051 or February 1, 2061, as applicable if this Lease is extended, Tenant will be in default of this Lease. Tenant’s failure to prepare the Maintenance Plan is a Default of this Lease.

If at any time the Lessor determines that it will require Tenant to remove a particular Improvement pursuant to Section 29, the Lessor shall give Tenant prompt written notice of such determination, and thereafter Tenant will not be required to comply with the terms of this Section 16 with respect to such Improvement. Notwithstanding the above, Tenant has an ongoing obligation to maintain all Improvements in accordance with Section 16.A.

- C. Plans and Lessor’s Approval. Prior to commencing any Maintenance Work, Tenant shall obtain the Director of Airports’ written approval of all plans prepared by architects, engineers or contractors that relate to the Maintenance Plan, and all modifications or amendments thereto (including all working drawings and other supplements thereto, but excluding immaterial field changes).
- D. Tenant Responsibility for Maintenance Work. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the Maintenance Work. Approval of the Maintenance Plan by the

Director of Airports does not constitute a representation or warranty as to its conformity with other requirements, and responsibility therefor remains at all times in Tenant.

Tenant shall cause all Maintenance Work to be constructed in conformance with: (i) all requirements of the Lessor, (ii) the Maintenance Plan, (iii) all applicable statutes, ordinances, building codes, Airport Policy and Standards for Development, and rules and regulations of the Lessor, and (iv) the rules and regulations of all other authorities having jurisdiction over the Premises or Tenant's operations thereon, including, but not limited to, the Contra Costa County Department of Conservation and Development, the Contra Costa County Public Works Department and the Federal Aviation Administration.

- E. **Performance Bond.** Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor a performance bond of a surety company licensed to transact business in the State of California, or other type of security satisfactory to the Lessor, that (i) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Work that is being performed, (ii) names Tenant as principal, and (iii) guarantees faithful performance of all construction work associated with the Maintenance Plan by April 1, 2056, or such date as is identified in the Maintenance Plan as the date the maintenance work will be completed. The performance bond or other security must be in a form acceptable to the Lessor.
- F. **Payment Bond.** Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor either of the following: (i) a payment bond of a surety company licensed to transact business in the State of California that (x) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Plan and all other necessary appurtenances specific therein, and (y) guarantees the payment of all labor, materials, provisions, supplies and equipment used in, upon, for or about the performance of the construction work; or (ii) an alternate form of security that is acceptable to the Lessor in its sole discretion. The payment bond must be in a form acceptable to the Lessor and must satisfy the requirements of California Civil Code section 3248.
- G. **Inspection and Acceptance.** Tenant shall obtain all applicable permits and authorizations of, all local, state, federal and other government agencies and entities that have jurisdiction over the Maintenance Work, including but not limited to, the Contra Costa County Department of Conservation and Development and the Contra Costa County Public Works Department. All Maintenance Work is subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Maintenance Work. Nothing in this Lease is to be construed as approval of any permit or authorization of any

local, state, or federal government agency or entity that has jurisdiction over the Maintenance Work.

- H. No Warranties. The inspection, testing and acceptance by the Lessor under this or any other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by the Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and of the Maintenance Plan as approved by the Lessor, nor is the Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.
  - I. Engineering. Tenant is responsible for all engineering work and the accuracy thereof. Any material deviations from the Maintenance Plan approved by the Director of Airports must have prior written approval by the Lessor.
  - J. Paving and Concrete. As required under Section 16, and as necessary during the Term of this Lease, Tenant shall upgrade the pavement for the driveways and parking areas within the Premises to enable them to accommodate the heaviest vehicle expected to operate in the area. When installed, the pavement must have an expected pavement life of at least twenty (20) years. All road access must be in compliance with Lessor Public Works Department standards.
  - K. Notice of Non-Responsibility. Tenant shall cause a notice of the Lessor non-responsibility to be posted and recorded by Tenant during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice must be filed with the Lessor Recorder and mailed to the Director of Airports after filing.
  - L. Storage on Premises. No materials, supplies, products, equipment or other personal property that is not directly necessary for the light industrial business uses described in Section 11<sup>7</sup>, Use of Premises, and no vehicles other than the personal vehicles of the employees, guests and invitees of Tenant or its subtenants, shall be permitted to remain on any portion of the Premises without the prior written consent of the Director of Airports. Tenant shall store personal property items, supplies and materials and combustibles inside the Tenant's Site Improvements in a safe, neat and sanitary manner.
17. Lawful Conduct. Tenant shall obey and observe, and shall ensure that all persons entering upon the Premises obey and observe, all the terms and conditions of this Lease and all statutes, ordinances, resolutions, regulations, orders, and policies now in existence or adopted from time to time by the United States, (including, but not limited to, the Federal Aviation Administration) the State of California, the County of Contra Costa, the Central Contra Costa Sanitary District, the San Francisco Bay Regional Water Quality Control Board, and all other government agencies with jurisdiction over the Airport (collectively, the "Applicable Laws") including, but not limited to, Applicable Laws concerning health, safety, fire, accessibility, police, and the environment.

Tenant shall pay all fines and penalties levied against it by any government agency for Tenant's violation of any Applicable Law associated with activities on the Premises.

18. Waste, Quiet Conduct, Nuisance, Pollution. Tenant may not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing that may disturb the quiet enjoyment or the use of the Airport or surrounding property.

Tenant shall provide, as legally required, a separate drainage, collection, and/or liquid waste separation system to ensure that no untreated liquid waste from any type of Tenant operation, including aircraft cleaning and oil change operations, enters the Airport storm drainage or sanitary system.

Tenant may not permit any activity on the Premises that produces unlawful or excessive amounts or levels of air pollution, (e.g., gases, particulate matter, odors, fumes, smoke, dust), water pollution, noise, glare, heat emissions, trash or refuse accumulation, vibration, prop-wash, jet blast, electronic or radio interference with navigational and communication facilities used in the operation of the Airport or by aircraft, or any other activity that is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.

19. Hazardous Materials.

- A. Definition of Hazardous Materials. As used in this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, hazardous or radioactive material, or hazardous waste, pollutant or contaminant at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Premises. Hazardous Materials include the following: (i) Any "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste," as defined in Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) any "hazardous substance" as that term is defined in Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) any material or substance listed as a chemical known to cause cancer or reproductive toxicity pursuant to Section 6380 of the California Labor Code, Division 5, Part 1, Chapter 2.5 (Hazardous Substances Information and Training Act); (iv) any "hazardous waste" as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* (42 U.S.C. Section 6903); (v) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* (42 U.S.C. Section 9601); (vi) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local statute, ordinance, resolution, regulation, order, policy, or requirement, including applicable consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect; (vii) any petroleum product;

(viii) any radioactive material, including any “source materials”, “special nuclear materials”, or “byproduct material” as defined in 42 U.S.C. Section 2011 *et seq.*; (ix) any asbestos in any form or condition; and (x) any polychlorinated biphenyls (PCBs) and any substances or any compounds containing PCBs.

- B. Use of Hazardous Materials. Tenant may not cause or permit its officers, employees, agents, contractors, renters, guests or invitees to cause, any Hazardous Material, as defined in this Section, to be generated, brought onto, stored, used, emitted, released, discharged or disposed of in, on, under, or about the Premises, except for limited quantities of (i) standard office and janitorial supplies containing chemicals categorized as Hazardous Materials; (ii) motor oils, hydraulic fluids, fuel and other materials commonly used in aircraft storage and fueling facilities; (iii) such other Hazardous Materials as are customarily used in connection with the intended use contemplated herein or approved in advance in writing by Lessor. During the term of this Lease, Tenant shall strictly comply with all applicable laws, statutes, ordinances, regulations, orders, etc., in effect that relate to public health and safety and protection of the environment including, but not limited to those identified in this Section (“**Environmental Laws**”).
- C. Notification to the Director of Airports. If, during Term of this Lease, Tenant becomes aware of (i) any actual or threatened release of any Hazardous Materials on, under, or about the Premises other than as described in the Rosso Report; or (ii) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material on, under, or about the Premises, Tenant shall (i) immediately provide verbal notification to the Director of Airports and (ii) provide written notification of such release or investigation to the Director of Airports within twenty-four (24) hours after learning of it. In the event Tenant receives any claims, notices of violation, reports, or other writing concerning the aforementioned release or investigation, Tenant shall furnish copies of all such materials to Lessor no later than the business day following Tenant’s receipt thereof.

Notification to the Director of Airports under this Section does not relieve Tenant of any obligation to notify any government agency under any Applicable Law.

- D. Indemnification. Tenant shall, at Tenant’s sole expense and with legal counsel reasonably acceptable to Lessor, indemnify, protect, defend, and hold harmless Lessor and Lessor’s officers, employees, agents, and contractors from and against any and all demands, losses, claims, costs, suits liability and expenses including without limitation, attorney’s fees and consultant fees arising out of or relating to the violation of any Environmental Laws or the use, handling, generation, emission, release, discharge, storage or disposal of any Hazardous Materials by Tenant or Tenant’s officers, employees, agents, contractors, subtenants, renters, guests or invitees.
- i. This indemnification applies whether or not the concentration of such Hazardous Materials exceeds state or federal maximum contaminant or

action levels or whether any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (i) losses attributable to diminution in the value of the Premises; (ii) loss or restriction of use of rentable space on the Premises; (iii) adverse effect on the marketing of any rental space on the Premises; and (iv) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Premises and surrounding properties).

- ii. This indemnification clause will survive any expiration or termination of this Lease.
- iii. Tenant is not required to indemnify Lessor against liability to the extent arising as a result of, and shall have no responsibility for, (a) Hazardous Materials that are present in, on, under or about the Premises as of the Effective Date, including, without limitation, any Hazardous Materials identified in the Rosso Report or the tables appended thereto, or (b) Hazardous Materials that migrate from surrounding or adjacent property, unless such migration is caused by Tenant's activities on the Premises or on the surrounding or adjacent property.

20. Stormwater Discharge. Lessor has applied for and received a National Pollutant Discharge Elimination Permit ("NPDEP") under the Federal Clean Water Act, which covers Tenant's operations on the Premises. In accordance with Section 17, Lawful Conduct, of this Lease, Tenant shall comply with (i) all laws and regulations arising under the Federal Clean Water Act that are applicable to Tenant's operations on the Premises; and (ii) Lessor's NPDEP.

Except to the extent permitted by Lessor's NPDEP, Tenant shall ensure that no pollution or Hazardous Materials of any type is discharged into the stormwater system at the Airport, and shall comply with Lessor's NPDEP in all respects and in accordance with the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises, and any amendments thereto, and in accordance with all applicable laws and regulations and other Lessor requirements. Copies of the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises will be maintained on file at the Contra Costa County Public Works Department and are incorporated herein by reference.

In the event Tenant conducts any type of operation on the Premises that allows pollutants of any kind to enter the Airport's storm water system in violation of the above (a "**Storm Water Release**"), then Tenant shall notify County in writing that such event has occurred. If Tenant allows another Storm Water Release to occur after Tenant's written notice to County, then Tenant shall provide and install, at Tenant's sole expense, a separate drainage, collection, and/or separation system ("**Storm Water Equipment**") to ensure that (i) no untreated liquid waste that is prohibited from being discharged directly

into the storm drainage or sanitary system may enter the storm drainage system or sanitary system of the Airport, and (ii) no pollution of any type or any hazardous material as defined in Section 19. Hazardous Materials, will be discharged into the storm water system at the Airport except to the extent such discharge complies with the NPDEP in all respects.

Tenant is responsible for any Storm Water Release by Tenant, its officers, employees, agents, contractors, renters, guests or invitees during the entire term of this Lease. Any fine or remedial action required of Lessor, by any agency or agencies having jurisdiction over the Airport, as a result of actions or discharges from the Premises by Tenant, its officers, employees, agents, contractors, renters, guests or invitees, will be charged to Tenant, and Tenant shall immediately reimburse Lessor for these costs upon demand. In addition, except to the extent permitted by Lessor's NPDEP, any discharge of pollutants or Hazardous Materials, as defined herein, on or from the Premises by Tenant is a Default under this Lease.

21. Rules and Regulations. Tenant shall observe and obey all policies, rules, and regulations promulgated by Lessor's Board of Supervisors and any other government entities or agencies having jurisdiction over the Airport.
22. Noise Ordinance. Tenant shall comply with County Ordinances 87-8 and 88-82, as amended, and all other rules and ordinances relating to noise standards at the Airport, as may be approved from time to time by the County Board of Supervisors.
23. Security. Lessor has no obligation to provide security to the Premises. Tenant shall provide, through the use of buildings, structures, walls, fences, gates and similar barriers, or a combination thereof, uninterrupted on-site security at all times for the prevention of unauthorized pedestrian and vehicular access to the aircraft operating area by way of the Premises. Tenant shall control direct or indirect points of entry to the aircraft operating area to accommodate authorized individuals and authorized vehicles in compliance with FAA and Airport security requirements. Tenant shall also provide security for on-site facilities, such as vehicular parking lots, buildings, hangars and fueling facilities on the Premises. Tenant shall provide adequate lighting to provide for all-night illumination of the perimeter of all buildings on the Premises, including, aprons, aircraft tie-down areas, vehicular parking lots and pedestrian walkways surrounding the Premises. If at any time during the Term of this Lease additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over the Airport, Tenant shall comply with said security requirements at Tenant's sole expense. If Airport is fined by FAA for a security violation caused by Tenant, Tenant shall immediately reimburse Lessor upon demand.
24. Indemnification. Tenant shall defend, hold harmless, and indemnify the Indemnitees (as defined below) from Liabilities (as defined below).
  - A. "Indemnitees" means Lessor, its governing body, elective and appointive boards, commissions, officers, employees, representatives and agents.

- B. "Liabilities" means any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of an Act (as defined below) and such liabilities shall include, but are not limited to personal injury, death, property damage, inverse condemnation claims of third parties or any combination of these, and including the defense of any suits or actions at law or equity concerning these.
- C. An "Act" means any act, intentional or negligent, or omission by Tenant, its officers, employees, agents, representatives, invitees, contractors, subtenants, renters or guests in connection with the occupancy and use of the Premises by Tenant, its shareholders, or any subtenant, renter or assignee, or the matters covered by this Lease, or claimed to be attributable to Tenant, its officers, employees, agents, representatives, invitees, contractors, subtenants, renters, guests, assignees, or one or more of them.
- D. The promise and agreement in this Section are not conditioned or dependent on whether Tenant or Lessor has prepared, supplied, or approved any plans or specifications in connection with work performed pursuant to Section 15-<sup>2</sup> Alterations and Additions, or Section 16-<sup>2</sup> Maintenance, Repair and Storage, or has insurance or other indemnification covering any of these matters. This indemnification clause will survive any expiration or termination of this Lease.
25. Insurance. Tenant shall procure and maintain, at its own cost and expense, at all times during the Term of this Lease, the following policies issued by insurance companies authorized to do business in California, with a financial rating of at least an A-status (unless otherwise stated below) as rated in the most recent edition of Best's Insurance Reports:
- A. Commercial General Liability and Property Damage Insurance. Tenant shall obtain and maintain, owner, landlord, and tenant commercial general liability insurance with a financial rating of at least an A- or P status (pooled insurance coverage) covering and insuring all parties hereto (including naming Contra Costa County and its officers, agents, and employees as additional insureds under the policy or policies) with a minimum combined single limit coverage of One Million and No/100 Dollars (\$1,000,000.00) for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence arising out of Tenant's leasehold interest in, or maintenance or use of, the Premises and all operations necessary or incidental thereto. Liability insurance will be factored periodically to maintain adequate coverage.
- B. Property and Fire Insurance. Tenant shall insure for fire and extended coverage risks all personal property, improvements, and alterations in, on, or about the Premises. Such insurance must be in an amount equal to one hundred percent (100%) of insurable, full replacement value of any improvements located on thereon, and include vandalism and malicious mischief endorsements. Such

property insurance policies must contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder.

- C. Worker's Compensation. Tenant shall obtain workers' compensation insurance as required by law, covering all employees of Tenant, and such insurance shall be kept in force during the entire Term of this Lease.
  - D. Form of Policies. Tenant shall cause all policies of insurance required by this Section to be in such standard form and written by such qualified insurance companies as is satisfactory to Lessor. Tenant shall provide evidence of such insurance to Lessor in the form of (i) a copy of the policies, and (ii) a duly executed certificate of insurance. All of such certificates shall name "Contra Costa County, its officers, agents, and employees" as additional insureds. Said policy or policies or certificates shall contain a provision that written notice of policy lapses, cancellation or any changes thereto shall be delivered to Lessor no fewer than thirty (30) days in advance of the effective date thereof.
  - E. Notice. Tenant shall give Lessor prompt and timely notice of any claim made or suit instituted of which it has knowledge and which could in any way directly, contingently or otherwise, affect either Tenant or Lessor or both, and both Tenant and Lessor shall have the right to participate in the defense of such claim or suit to the extent of its respective interest.
26. Taxes. Tenant agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, and other charges that are levied and assessed upon Tenant's interest in the Premises, or upon Tenant's personal property installed or located in or on the Premises, by Contra Costa County and other legally authorized government authority. Tenant may pay any taxes and assessments under protest, without liability, cost or expense to Lessor, to contest the amount in good faith.
27. Inspection, Access and Notice. Upon twenty-four (24) hour written notice to Tenant, Lessor and its agents may enter and inspect the Premises and any and every building, structure, or improvement thereon. Lessor also has the right to serve or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or this Lease, including but not limited to a notice pursuant to Section 3094 of the Civil Code. Lessor is not liable in any manner for any inconvenience, disturbance, loss of business, or other damage arising out of Lessor's entry on the Premises as allowed in this Section. Lessor shall conduct its activities as allowed in this Section in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant and its employees, agents, invitees, contractors, subtenants, renters and guests, and may not materially interfere with access to or use of the Premises. Tenant shall provide an access gate through the Premises for emergency vehicles.
28. Assignment and Encumbrances. Except as permitted by Section 12 above and Section 35 below, Tenant may not voluntarily sell, assign, transfer or encumber (each, a "Transfer"), its interest in this Lease or in the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the

Premises, without first obtaining Lessor's written consent, which may not be unreasonably withheld. Notwithstanding the foregoing sentence, with respect to any Transfer for which Lessor's consent is required, Lessor has the right to require financial and other information from a proposed assignee, purchaser, transferee or other encumbering party (each, a "**Transferee**"), to make its decision, and Tenant shall assist Lessor in obtaining such information from any proposed Transferee. Any Transfer without Lessor's prior written consent is voidable and, at Lessor's election, constitutes a Default. Any consent to a Transfer does not constitute a further waiver of the provisions of this Section.

If Tenant is a corporation or a limited liability company, any (i) dissolution, merger, consolidation, or other reorganization of Tenant, or (ii) sale or other transfer of a controlling percentage of the capital stock or membership interests, as the case may be, of Tenant, or (iii) sale of fifty percent (50%) of the value of the assets of Tenant, will be deemed a voluntary assignment. The phrase "controlling percentage" means (a) in the case of a corporation, the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors and (b) in the case of a limited liability company, ownership of, and the right to vote, membership interests possessing more than fifty percent (50%) of the total combined voting interests of Tenant.

If Tenant is in default of monetary obligations to Lessor pursuant to this Lease, Tenant immediately and irrevocably assigns to Lessor, as security for Tenant's monetary obligations under this Lease, all rent from any subletting of all or part of the Premises as permitted by this Lease. A receiver for Tenant appointed on Lessor's application, may collect such rent and apply it toward Tenant's obligations under this Lease.

29. Surrender of Possession.

A. Improvements. Title to all Improvements, including all alterations or additions (including Unauthorized Additions) thereto, will remain in Tenant until the expiration, cancellation, or other earlier termination of this Lease. Upon expiration, cancellation or other earlier termination of this Lease, except as otherwise provided herein, title to all Improvements will automatically vest in Lessor and will remain on and will be surrendered with the Premises.

If Lessor does not desire title to any portion of the Site Improvements, Lessor shall notify Tenant in writing as soon as practicable which of the Site Improvements are to be removed by Tenant (the "**Excluded Improvements**"). Tenant shall remove the Excluded Improvements above ground level, within one hundred twenty (120) days following the effective date of such notice.

If Tenant fails to remove the Excluded Improvements, Lessor may remove them at Tenant's expense, and, upon written demand by Lessor, Tenant shall immediately reimburse Lessor, in full, for all of the costs and expenses incurred by Lessor in removing the Excluded Improvements.

Within thirty (30) days after expiration, cancellation, or termination of this Lease, Tenant shall surrender to Lessor the Premises and all improvements, including alterations and additions, in good condition (ordinary wear and tear and destruction to the Premises covered by Section 32-~~2~~, Destruction, excepted). If Tenant is required to remove Excluded Improvements, Tenant shall surrender that portion of the Premises where the Excluded Improvements are located within one hundred twenty (120) days after the expiration, cancellation, or termination of this Lease in good condition (ordinary wear and tear and destruction to such Premises covered by Section 32-~~2~~, Destruction, excepted). If Tenant fails to surrender the Premises to Lessor on expiration, cancellation, or termination of this Lease, Tenant shall defend, indemnify, and hold Lessor harmless from any and all claims, liability, costs, and damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant or renter.

- B. Personal Property. Title to personal property belonging to Tenant will remain in Tenant at all times during the Term of this Lease, and Tenant has the right at any time to remove any or all of its personal property from the Premises, provided that upon any such removal, Tenant shall repair, at Tenant's expense, any damage resulting therefrom and leave the Premises in a clean and neat condition.
  - C. Removal of Personal Property. If Tenant fails to remove any personal property from the Premises within thirty (30) days after the expiration, cancellation, or termination of this Lease, such personal property may be removed by Lessor at Tenant's expense, by charging such expense to the Security Deposit, as provided in Section 8, Additional Payment Provisions. If Lessor's cost to remove personal property from the Premises exceeds the amount of the Security Deposit, then Tenant shall reimburse Lessor the difference between Lessor's cost and the amount of the Security Deposit, immediately upon receipt of Lessor's written demand therefor.
  - D. Effectiveness. The provisions of this Section will survive the expiration, cancellation or earlier termination of this Lease.
30. Default. The occurrence of any of the following is a "**Default**" by Tenant:
- A. Tenant's failure to pay any Rent or other charges when due, if the failure continues for thirty (30) days after such payment is due. Notwithstanding the foregoing, failure to pay any Rent or other charges when due twice in any twelve (12) month period is a Default without further notice from Lessor.
  - B. Tenant's failure to undertake such reasonable maintenance of the Premises as directed by the Director of Airports, if the failure continues for thirty (30) days after notice of any reasonably required maintenance has been given to Tenant. If, in the sole and reasonable discretion of the Director of Airports, the required maintenance cannot be completed within thirty (30) days, Tenant is not in Default of this Lease if Tenant commences to perform the maintenance within the thirty

(30) day period and diligently and in good faith continues to perform the maintenance to completion.

- C. Tenant's failure to cure a safety hazard immediately upon notice from Lessor to do so. If, in the sole discretion of the Director of Airports, the required cure of the noticed safety hazard cannot be completed within twenty-four (24) hours, Tenant is not in Default of this Lease if Tenant commences to cure the failure within the twenty-four (24) hour period and diligently and in good faith continues to cure the Default as soon as reasonably possible.
- D. Tenant's failure to provide any instrument or assurance or estoppel certificate required by this lease if the failure continues for twenty (20) business days after written notice of the failure from Lessor to Tenant.
- E. Tenant's failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after written notice of the failure from Lessor to Tenant. If, in the sole and reasonable discretion of the Director of Airports, the required cure of the noticed default cannot be completed within thirty (30) days, Tenant is not in Default of this Lease if Tenant commences to cure the Default within the thirty (30) day period and diligently and in good faith continues to cure the Default to completion.
- F. The committing of waste on the Premises, including any intentional act by Tenant to harm the Premises.
- G. Tenant's failure to comply with any of the provisions of Section 36, Non-Discrimination.
- H. To the extent permitted by law:
  - i. A general assignment is given by Tenant or any guarantor of the Lease for the benefit of creditors.
  - ii. The filing by or against Tenant or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days of its filing.
  - iii. The appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is unconditionally restored to Tenant or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved.
  - iv. Any execution or other judicially authorized seizure of all or substantially all of the assets of Tenant located on the Premises, or of Tenant's interest in this lease, unless that seizure is discharged within thirty (30) days.

When this Lease requires service of notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices

required by Code of Civil Procedure section 1151 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or similar notice required by this Lease) in the manner required by Section 41, Notices, will replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure section 1162 or any similar or successor statute.

31. Lessor's Remedies. Lessor has the following remedies upon the occurrence of a Default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law:

- A. Lessor may terminate this Lease and Tenant's right to possession of the Premises at any time. No act by Lessor other than giving written notice to Tenant shall terminate this Lease. Lessor's acts of maintenance, efforts to re-let the Premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this Lease do not constitute a termination of Tenant's right to possession. Upon termination of this Lease, Lessor has the right to recover from Tenant:
  - i. The worth, at the time of the award, of the unpaid Rent and fees that had been earned at the time of the termination of this Lease;
  - ii. The worth, at the time of the award, of the amount by which the unpaid Rent and fees that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent and fees that Tenant proves could have been reasonably avoided;
  - iii. The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of Rent and fees that Tenant proves could have been reasonably avoided; and
  - iv. Any other amount, and court costs, necessary to compensate Lessor for all detriment proximately caused by Tenant's Default.

"The worth, at the time of the award," as used in (i) and (ii) of this Section, is to be computed by allowing interest at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less. "The worth, at the time of the award," as used in (iii) of this Section, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

- B. Lessor, at any time after the occurrence of a Default described in Section 30.B, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the thirty (30) day notice period described in Section 30.B.
- C. Lessor, at any time after the occurrence of a Default described in Section 30.C, can cure the Default at Tenant's cost, provided Tenant has failed to cure such

Default within the twenty-four (24) hour notice period described in Section 30.C or fails to diligently and in good faith continues to cure the Default as soon as reasonably possible.

- D. If Lessor at any time, by reason of Tenant's Default, pays any sum to cure a Default or does any act that requires the payment of any sum, the sum paid by Lessor will be due from Tenant to Lessor within thirty (30) days from the time the sum is paid, following written notice by Lessor to Tenant of the amount due. If such amount is not paid within thirty (30) days of the notice, the amount due will bear interest at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less, from the date the sum is paid by Lessor until Lessor is completely reimbursed by Tenant. The amount due from Tenant, together with interest accrued thereon, is Additional Rent.

32. Destruction. Tenant shall notify Lessor in writing of any damage to the Premises resulting from fire, earthquake or any other event of a sudden, unexpected or unusual nature.

- A. Twenty-Five Percent or Less. In the event of damage to or destruction of any Improvement valued at twenty-five percent (25%) or less of the then- replacement value of the Improvement, Tenant shall repair or replace the Improvement and no rent abatement will apply.

- B. Greater than Twenty-Five Percent. In the event of damage to or destruction of any Improvement valued in excess of twenty-five percent (25%) of the then-replacement value of the Improvement, Tenant has the option to either terminate this Lease or to repair or replace the Improvement so it is in substantially the same condition as it was in immediately before such damage or destruction. Tenant shall give written notice of its election to Lessor within thirty (30) days of the date of the loss or destruction of the Improvement. If Tenant elects to terminate this Lease, this Lease shall terminate as of the date of Tenant's notice to Lessor. If Tenant elects to rebuild, Tenant is entitled to a proportionate reduction of Ground Rent (i) while repairs are being made, or (ii) for six months, whichever is less, unless Tenant is compensated by insurance for rent due Lessor, in which case no rent abatement will apply. The proportionate reduction in rent will be calculated by multiplying the monthly rent by a fraction, the numerator of which is the number of square feet that are unusable by the Tenant and the denominator of which is the total square feet in the Premises.

Tenant will have one hundred eighty (180) days to commence repair or restoration of the Improvements and shall diligently pursue the completion of the repair or restoration.

33. Condemnation.

- A. If the whole or any part of the Premises is taken as a result of the exercise of the power of eminent domain or is conveyed to any entity having such power under

threat of exercise thereof (both such actions being hereinafter referred to as “**Condemnation**”), this Lease will automatically terminate as to the portion taken as of the date physical possession is taken by the condemnor. The value of any damages to the remainder of the Premises sustained by Tenant and Lessor as a result of a Condemnation action will be determined by a court of law or by negotiation and agreement with the condemnor.

- B. If the remaining part of the Premises is not reasonably suitable for the use described in Section 11, Use of Premises, as reasonably determined by Tenant, this Lease may be terminated by either Lessor or Tenant through written notice to the other party within thirty (30) days of the condemning agency’s adoption of a resolution of necessity (or such agency’s equivalent determination), to condemn the whole or any portion of the Premises. If a Condemnation takes (i) twenty-five percent (25%) or more of the Premises, or (ii) the portion of the Premises providing Tenant access to the Site Improvements, Tenant may terminate this Lease by providing Lessor written notice within thirty (30) days of the condemning agency’s adoption of a resolution of necessity (or such agency’s equivalent determination), to condemn such portion of the Premises. If the remaining part of the Premises is reasonably suitable for the operation of the business described in Section 11, Use of Premises, as reasonably determined by Tenant, this Lease will continue in full force and effect as to such remaining part. If this Lease is not terminated as of the date of such Condemnation, Ground Rent will be reduced to an amount equal to the product of (i) the then-current Ground Rent multiplied by (ii) a fraction, the numerator of which is the number of square feet of the Premises remaining after such Condemnation, and the denominator of which is the number of square feet of the Premises prior to such Condemnation.

In the event that all or any part of the Premises is taken by Condemnation or conveyed in lieu thereof, both parties have the right to pursue a condemnation award against the condemning agency. To the extent allowed by law, Tenant is entitled to any award for lost business, the residual value of its leasehold interest, moving expenses, and the depreciated value of any fixtures or property improvements installed and not removed by Tenant. Lessor is entitled to all other amounts awarded, including but not limited to, all amounts awarded for land value. No claim made by or payment to Tenant will diminish or otherwise adversely affect Lessor’s award. Provided the Lessor is not the condemning agency, Tenant will not have, and may not make, any claim against Lessor for any loss, damage or other matter arising out of any Condemnation.

34. Cancellation by Lessor. If Lessor requires the Premises for purposes other than auxiliary aviation and aircraft storage, Lessor may terminate this Lease with not less than twelve months’ prior written notice to Tenant (the “**Material Change Termination Option**”). The written notice provided by Lessor will specify the date on which the Lease will terminate (the “**Termination Date**”). The Termination Date may not be sooner than the tenth anniversary of the Effective Date.

If Lessor exercises its Material Change Termination Option, Lessor shall pay Tenant an amount equal to (i) the value of Tenant's remaining interest in the Premises based on the fair market value of the remaining term of the Lease and any other relevant factors, and (ii) the then-existing fair market value of the Site Improvements (collectively, the "**Termination Value**"). Payment of the Termination Value is due within ten (10) days of the earlier to occur of (i) the Termination Date and (ii) Tenant's satisfaction of the return conditions set forth in Section 16. The Termination Value will be determined using the methodology set forth in Section 6.

Tenant has no right to recover the value of its Improvements in the event the Lease is terminated as a result of Tenant's Default or for any reason other than as specified in this Section.

35. Financing of Leasehold Estate.

- A. Tenant's Right to Encumber. Subject to the conditions set forth below, Tenant may, at any time, encumber, at its discretion, all or any portion of its interest in the Lease, the leasehold estate, and the Site Improvements by mortgage (a "**Leasehold Mortgage**"). Tenant may each have only one Leasehold Mortgage outstanding at any time. Any Leasehold Mortgage will be subject and subordinate to all rights and interests of Lessor and will be a lien only on Tenant's interests in and to this Lease and the leasehold estate, and will not be a lien on Lessor's fee interest in the Premises or reversionary interest in the Site Improvements. Any Leasehold Mortgage is subject to the terms and provisions of this Lease and the holder of the Leasehold Mortgage (the "**Mortgagee**"), or anyone claiming by, through, or under the Mortgagee, will not, by virtue of the Leasehold Mortgage, acquire any greater rights hereunder than Tenant has under this Lease. Tenant shall deliver to Lessor copies of all documents recorded to evidence any and all Leasehold Mortgages and all notices of default received by Tenant from a Mortgagee. Tenant shall also cause the Mortgagee to deliver copies of default notices to Lessor, simultaneously upon mailing to Tenant.
- B. Tenant's Obligations. Tenant covenants and agrees to pay the indebtedness secured by a Leasehold Mortgage when the same becomes due and payable and to perform, when such performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under a Leasehold Mortgage.
- C. Rights of Mortgagee. A Mortgagee may enforce its rights under its Leasehold Mortgage and acquire title to the Tenant's leasehold estate in any lawful way. Subject to this Lease, including without limitation, the "Use of Premises" and "Rent" provisions hereof, and all other terms, provisions and conditions of this Lease, upon foreclosure (or assignment in lieu of foreclosure) of such Leasehold Mortgage and the Director of Airports' receipt of a copy of the final judgment confirming the sale (or written assignment in lieu of foreclosure), the successor in interest may take possession of that portion of the leasehold estate subject to the Leasehold Mortgage. During such time as the Mortgagee or any successor in

interest is the owner and holder of the leasehold estate and Tenant's interest hereunder, whether by foreclosure or otherwise, such interests are subject to all of the terms, conditions and provisions of this Lease.

- D. Rights of Mortgagee to Cure. Lessor shall provide Mortgagee with a copy of any notice of default served upon Tenant by Lessor, provided that Lessor has been notified in writing of the name and address of such Mortgagee. Lessor agrees that if Tenant fails to cure such default within the time provided for in this Lease, then the Mortgagee may have an additional thirty (30) days to cure such default, or if such default cannot be cured within that time, then Mortgagee may have an additional sixty (60) days to cure such default, if within such thirty (30) days, the Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default.
- E. Notice of Compliance. Upon written request by Tenant, Lessor shall execute, acknowledge, and deliver to Tenant or to any Mortgagee, a written statement stating (i) whether the Lease is unmodified and is in full force and effect, and if modified, whether the modified Lease is in full force and effect, and stating the nature of the modification, (ii) whether Lessor is aware of any Default by Tenant in the performance or observance of any term or condition of this Lease, (iii) whether any notice has been given to Tenant of any Default that has not been cured (and, if so, specifying the nature of the Default) and (iv) any other information reasonably requested of Lessor.

36. Non-Discrimination.

- A. Tenant hereby covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation (“DOT”) program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, (“49 CFR Part 21”), and as such regulations may be amended.
- B. Tenant hereby covenants and agrees: (i) that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of the Premises on the grounds of race, color, sex, or national origin; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, sex, or national origin; and (iii) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as such regulations may be amended.

- C. In the event of a breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of any appeal rights.
- D. Tenant shall furnish its accommodations and services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- E. Noncompliance with subsection D. above constitutes a material breach thereof and, in the event of such noncompliance, Lessor has the right to terminate this Lease without liability therefore or, at the election of Lessor or the United States, either Lessor or the United States government, or both have the right to judicially enforce the provisions of subsection D.
- F. Tenant agrees that it shall insert the above subsections A through E in any sublease agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations or services, or both to the public on the Premises.
- G. In the event Tenant employs anyone on the Premises or in connection with its activities on the Premises, Tenant assures that it will undertake an Affirmative Action program (as such term is defined by 14 CFR Part 152, Sub-part E (“**Sub-part E**”)), as required by Sub-part E to ensure that no person is excluded from participating in any employment activities covered by Sub-part E on the grounds of race, creed, color, national origin, or sex. Tenant assures Lessor that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Sub-part E. Tenant assures Lessor that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake Affirmative Action programs, and that they will require assurances from their suborganizations, as required by Sub-part E, to undertake the same effort.

37. Operation of Airport by Lessor.

- A. Aviation Hazards. Lessor shall take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, including preventing Tenant from constructing, or permitting the construction of, any building or other structure on the Premises that, in the opinion of Lessor or the Federal Aviation Administration, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- B. Navigational Aids. Lessor reserves the right during the Term of this Lease, including any Renewal Term or holdover period, to install air navigational aids,

including lighting, in, on, over, under, and across the Premises. In the exercise of any of this right, Lessor shall give Tenant no less than ninety (90) days written notice of its intention to install air navigational aids. Following installation, Lessor is responsible for the maintenance and operation of air navigational aids.

38. Airport Use and Development.

- A. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance.
- B. Lessor reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities at the Airport, together with the right to direct and control all activities of Tenant in this regard.
- C. This Lease is subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, including but not limited to the Federal Aviation Administration, relative to the development, operation, and maintenance of the Airport.
- D. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight includes the right to cause in said airspace all noise inherent in the operation of any aircraft used for navigation or flight through said airspace, and all noise inherent in landing at, taking off from, and operations at the Airport.

39. Development of Premises.

- A. Tenant shall comply with the notification and review requirements covered by 14 CFR Part 77 of the Federal Aviation Regulations in connection with any construction, modification or alteration of any present or future building or structure situated on the Premises.
- B. Tenant may not cause or permit the construction of any structure or object, or the growth of any tree on the Premises, to exceed the established height contours. In the event the aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at Tenant's sole cost and expense.
- C. Tenant may not use or develop the Premises in any manner that might interfere with or otherwise constitute a hazard to the landing and taking off of aircraft from the Airport or otherwise constitute a hazard (an "**Interference Hazard**"). Upon learning of any Interference Hazard, Lessor may enter upon the Premises and cause the abatement of such Interference Hazard at the sole cost and expense of Tenant.

- D. Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 40103) or to consent to future construction, modification or alteration.
- E. This Lease and all of its provisions are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during a time of war or national emergency.

40. Choice of Law. This Lease is governed by the laws of the State of California.

41. Notices. Any and all notices to be given under this Lease, or otherwise, may be served by enclosing same in a sealed envelope addressed to the party intended to receive the same, at its address set forth herein, and deposited in the United States Post Office as certified mail with postage prepaid. When so given, such notice will be effective from the third date of its mailing. Notices may also be given via a reputable overnight courier service, effective on the next business day following delivery of the notice to the courier service for next day business delivery. Unless otherwise provided in writing by the parties hereto, the address of Lessor, and the proper party to receive any such notices on its behalf, is:

Director of Airports  
Contra Costa County Airports  
550 Sally Ride Drive  
Concord, CA 94520-5550

and the address of Tenant is: Urban Air Mobility, LLC

c/o Nearon Enterprises  
101 Ygnacio Valley Road, Suite 450  
Walnut Creek, CA 94596  
Attention: Anthony Perino

With a copy to:

Urban Air Mobility, LLC  
2835 Contra Costa Blvd., Suite A  
Pleasant Hill, CA 94523  
Attention: Mark Scott

42. Time is of the Essence. Time is of the essence for each provision of this Lease.

43. Binding on Successors. The terms of this Lease inure to the benefit of and bind the heirs, successors, executors, administrators and assigns of the parties hereto, subject to the limitations on assignment of this Lease.

44. Invalid Provisions; Severability. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, such invalidity does not invalidate any other covenant, condition or provision of this Lease, provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Tenant in their respective rights and obligations contained in the valid covenants, conditions and provisions of this Lease.
45. Entire Agreement. This Lease and all exhibits (which are incorporated herein and made a part of this Lease by this reference) referred to in this Lease constitute the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior or contemporaneous understandings or agreements of the parties. No alterations or variations of this Lease are valid unless they are in writing and signed by Lessor and Tenant.
46. Cumulative Rights and Remedies. The rights and remedies with respect to any of the terms and conditions of this Lease are cumulative and not exclusive and are in addition to all other rights and remedies at law or in equity. Each right or remedy shall be construed to give it the fullest effect allowed in law.
47. No Third-Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer on any person, other than Lessor and Tenant and their respective successors-in-interest, any rights or remedies under or by reason of this Lease.
48. No Continuing Waiver. The waiver by Lessor of any breach of any of the terms or conditions of this Lease does not constitute a continuing waiver or a waiver of any subsequent breach of the same or of any other terms or conditions of this Lease. The receipt by Lessor of any Rent with knowledge of the breach of any term or condition of this Lease may not be deemed to be a waiver by Lessor, unless such waiver is specifically expressed in writing by the Director of Airports. No payment by Tenant or receipt by Lessor of a lesser amount than specified in this Lease may be deemed to be other than a payment on account of such Rent and may not be deemed to be a waiver of notice of termination and of forfeiture of this Lease.
49. Covenant Against Liens; Recordation Against Premises. Neither Tenant nor Lessor shall permit any mechanic's, materialman's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged; provided however, that either party may contest any such lien, so long as the enforcement thereof is stayed.
50. Lease Authorization. This Lease is made and entered into by Lessor in exercise of authority as recognized in Section 25536 of the Government Code of the State of California.

51. Drafting Conventions. The section headings and captions of this Lease are, and the arrangement of this Lease is, for the sole convenience of the parties to this Lease. The section headings, captions, and arrangement of this Lease do not in any way affect, limit, amplify or modify the terms and provisions of this Lease.

The Lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Lease and their counsel have read and reviewed this Lease and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Lease. The definitions in this Lease apply equally to both singular and plural forms of the terms defined.

If any date specified in this Lease as a date for taking action falls on a day that is not a business day, then that action must be taken on the next business day.

Tenant hereby represents and warrants that it is a limited liability company duly organized and validly existing under the laws of the State of California.

The parties are signing this Lease as of the Effective Date stated in the introductory paragraph.

**LESSOR**

**CONTRA COSTA COUNTY**, a political  
Subdivision of the State of California.

By \_\_\_\_\_  
Keith Freitas  
Director of Airports

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Beth Lee  
Assistant Director of Airports

**APPROVED AS TO FORM:**

By Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel

**TENANT**

**Urban Air Mobility, LLC**, a  
California limited liability company

By \_\_\_\_\_  
Name **MARILYN**  
Title **OFFICER**

By \_\_\_\_\_  
Name **ANTHONY PERINO**  
Title **OFFICER**

**Exhibit A**  
**Legal Description**  
**[Attached]**

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL ONE**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF SECTION 22, T1S,R3E TAKEN AS NORTH 89°19'57" WEST BETWEEN FOUND IRON PIPE AND MONUMENT DISC ALONG ARMSTRONG ROAD)

BEING A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE NORTH CORNER OF SAID SECTION 22 T1S,R3E THENCE SOUTH 25°20'28" WEST, 3,245.66 FEET TO A POINT, SAID POINT ALSO BEARS SOUTH 36°38'00" EAST, 2,033.55 FEET FROM THE MOST SOUTHERLY CORNER OF AN EXISTING AIRPORT LEASE TO BAY AREA SKYDIVING;

THENCE FROM SAID POINT SOUTH 44°00'39" EAST, 126.68 FEET;

THENCE SOUTH 45°59'21" WEST, 46.56 FEET TO THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING SOUTH 45°59'21" WEST, 257.57 FEET;

THENCE SOUTH 44°00'39" EAST, 157.53 FEET;

THENCE NORTH 45°59'21" EAST, 86.41 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 51°54'05", AND AN ARC LENGTH OF 36.23 FEET;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 46.00 FEET, THROUGH A CENTRAL ANGLE OF 142°27'21", AND AN ARC LENGTH OF 114.37 FEET;

THENCE NORTH 46°32'37" EAST, 57.49 FEET;

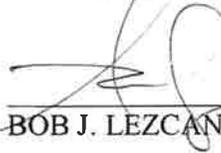
BYRON AIRPORT  
PROPERTY LEASE  
URBAN AIR MOBILITY

THENCE NORTH 44°00'39" WEST, 171.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 39,160 SQUARE FEET OR 0.90 ACRES OF LAND, MORE OR LESS.

SEE ATTACHED EXHIBIT 'B' HERETO AND MADE A PART HEREOF

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR  
UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL  
LAND SURVEYORS ACT



BOB J. LEZCANO-LS8514



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL TWO**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF SECTION 22, T1S,R3E TAKEN AS NORTH 89°19'57" WEST BETWEEN FOUND IRON PIPE AND MONUMENT DISC ALONG ARMSTRONG ROAD)

BEING A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE NORTH CORNER OF SAID SECTION 22 T1S,R3E THENCE SOUTH 25°20'28" WEST, 3,245.66 FEET TO A POINT, SAID POINT ALSO BEARS SOUTH 36°38'00" EAST, 2,033.55 FEET FROM THE MOST SOUTHERLY CORNER OF AN EXISTING AIRPORT LEASE TO BAY AREA SKYDIVING;

THENCE FROM SAID POINT SOUTH 44°00'39" EAST, 126.68 FEET;

THENCE SOUTH 45°59'21" WEST, 46.56 FEET;

THENCE SOUTH 45°59'21" WEST, 257.57 FEET TO THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING SOUTH 44°00'39" EAST, 157.53 FEET;

THENCE SOUTH 45°59'21" WEST, 313.60 FEET;

THENCE SOUTH 87°04'05" WEST, 67.37 FEET;

THENCE NORTH 44°00'39" WEST, 113.26 FEET;

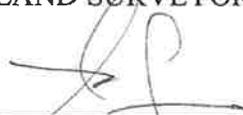
THENCE NORTH 45°59'21" EAST, 364.39 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 56,276 SQUARE FEET OR 1.29 ACRES OF LAND, MORE OR LESS.

BYRON AIRPORT  
PROPERTY LEASE  
URBAN AIR MOBILITY

SEE ATTACHED EXHIBIT 'B' HERETO AND MADE A PART HEREOF

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR  
UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL  
LAND SURVEYORS ACT

  
\_\_\_\_\_  
BOB J. LEZCANO-LS8514



BYRON AIRPORT  
PROPERTY LEASE  
URBAN AIR MOBILITY

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL THREE**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF SECTION 22, T1S,R3E TAKEN AS NORTH 89°19'57" WEST BETWEEN FOUND IRON PIPE AND MONUMENT DISC ALONG ARMSTRONG ROAD)

BEING A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE NORTH CORNER OF SAID SECTION 22 T1S,R3E THENCE SOUTH 25°20'28" WEST, 3,245.66 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEARS SOUTH 36°38'00" EAST, 2,033.55 FEET FROM THE MOST SOUTHERLY CORNER OF AN EXISTING AIRPORT LEASE TO BAY AREA SKYDIVING;

THENCE FROM SAID POINT OF BEGINNING SOUTH 44°00'39" EAST, 126.68 FEET;

THENCE SOUTH 45°59'21" WEST, 668.52 FEET;

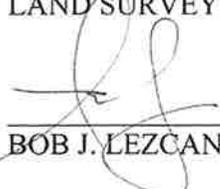
THENCE NORTH 44°00'39" WEST, 126.68 FEET;

THENCE NORTH 45°59'21" EAST, 668.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 84,686 SQUARE FEET OR 1.94 ACRES OF LAND, MORE OR LESS.

SEE ATTACHED EXHIBIT 'B' HERETO AND MADE A PART HEREOF

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT

  
\_\_\_\_\_  
BOB J. LEZCANO-LS8514



**ARMSTRONG ROAD**

FND MON  
 @ N ¼ COR

N89°19'57"W 2,654.71'  
 BASIS OF BEARINGS

T1S,R3E  
 15 | 14  
 22 | 23

TIE TO MOST SOUTHERLY  
 CORNER OF BAY AREA  
 SKYDIVING LEASEHOLD

POC @ FND IP  
 INTERSECTION OF  
 BYRON HOT  
 SPRINGS RD

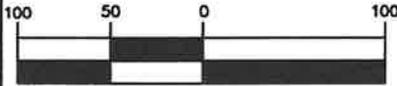
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
1	46.00'	142°27'21"	114.37'
2	40.00'	51°54'05"	36.23'



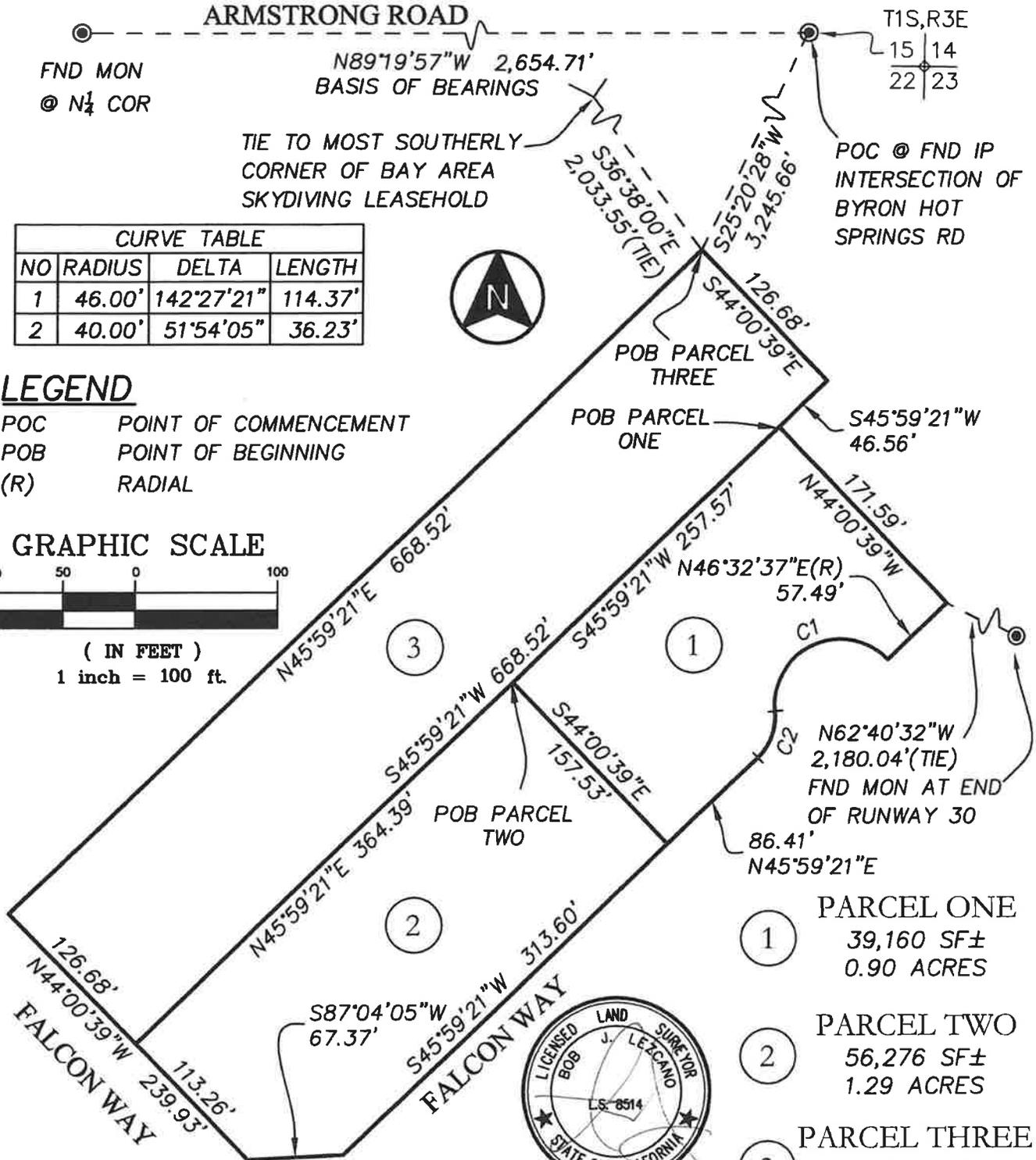
**LEGEND**

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 (R) RADIAL

**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 100 ft.



- 1 PARCEL ONE  
39,160 SF±  
0.90 ACRES
- 2 PARCEL TWO  
56,276 SF±  
1.29 ACRES
- 3 PARCEL THREE  
84,686 SF±  
1.94 ACRES



ADDRESS: FALCON WAY  
 BYRON, CA

ASSESSORS PARCEL NO.:  
 001-011-037

<p>817 Arnold Drive Ste. 50                  Martinez, CA 94553                  Ph: (925) 476-8499</p>	<p><b>EXHIBIT 'B'</b></p> <p>PLAT TO                  ACCOMPANY LEGAL                  DESCRIPTION</p>	DRAWN BY: BJL	SHEET 1 OF 1
		PROJECT NO: 20008	
		SCALE: 1"=100'	DATE: 11-18-2020

**Exhibit B**

**Site Plan**

**[Attached]**



817 Arnold Drive Ste. 50  
Marina, CA 94555  
Ph: (925) 476-8499  
www.apexce.net



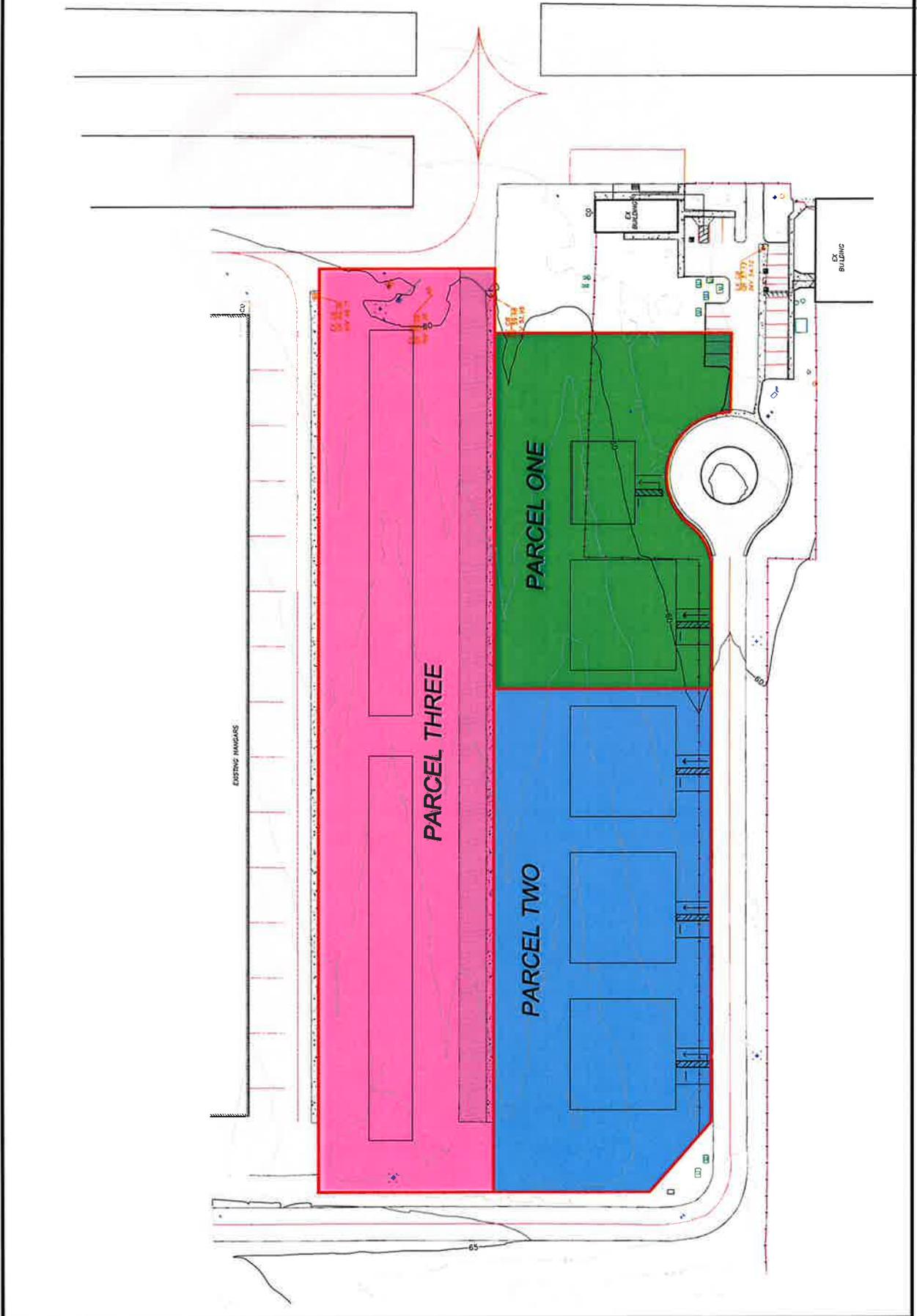
NO.	REVISIONS	BY	APP	DATE

BYRON AIR COMMAND

SHEET  
1 OF 1

DATE  
12-17-2020

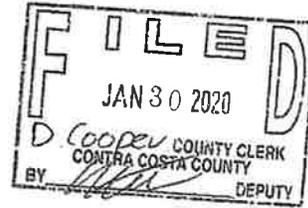
PROJECT#  
2008



**Exhibit C**  
**Notice of Exemption**  
**[Attached]**



**CONTRA COSTA COUNTY**  
California Environmental Quality Act  
**Notice of Exemption**



To:  Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: Contra Costa County  
Department of Conservation and  
Development  
30 Muir Road  
Martinez, CA 94553

Contra Costa County Clerk-Recorder  
555 Escobar Street  
Martinez, CA 94553

**Project Name/File No.:** Byron Airport General Aviation Hangars Project / CP#20-03; Work Order #5330

**Project Applicant/Sponsor Name and Address:** Contra Costa County Public Works Department, Airports Division – Buchanan and Byron (Applicant and Owner); Contact Person: Beth Lee, Assistant Director of Airports – Administration; 550 Sally Ride Drive, Concord, CA 94520; (925) 681-4200

**Project Location/Address/APN:** Approximately 4-acre project area along Eagle Court and off Falcon Way located at Byron Airport in Contra Costa County. (APN: 001-011-037)

**Project Description:** Construction of five light aircraft/jet hangars with offices in each, one 13-unit T-hangar structure for general aviation use, and one approximately 115-foot taxiway at Byron Airport. The new hangars will be located along Eagle Court and adjacent to existing T-hangars. The proposed functions of the hangars consist of, but are not limited to: scheduled and unscheduled charter services, public meeting space, flight testing, flight schools, and other general aviation uses. The proposed project is consistent with the County's 2008 Airport Master Plan and the approved uses in the development plan for the Byron Airport (County File #DP06-3031). The new single-story hangar buildings ranging in height between approximately 20 feet and 33 feet are anticipated to range in size between approximately 3,000 square feet and 17,000 square feet for an approximate total floor area of 44,400 square-feet. The project will utilize existing infrastructure present on site including, but limited to: location, access, parking, and utilities.

**Public Agency Approving Project:** Contra Costa County Department of Conservation and Development

**Project Approval/Adoption Date:** January 23, 2020

**Exemption(s):**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Ministerial Project (§ 21080[b][1]; 15268[a]) | <input checked="" type="checkbox"/> Categorical Exemption (§15303[e])  |
| <input type="checkbox"/> Declared Emergency (§ 21080[b][3]; 15269[a])             | <input type="checkbox"/> General Rule of Applicability (§ 15061[b][3]) |
| <input type="checkbox"/> Emergency Project (§ 21080[b][4]; 15269[b][c])           | <input type="checkbox"/> Other Statutory Exemption (§ )                |

**Reasons why project is exempt:** This project involves the construction of a limited number of new accessory structures for general aviation use at an existing airport, which is an allowed use under the existing development plan (County File #DP06-3031). Therefore the project is categorically exempt from the review requirements of the California Environmental Quality Act (CEQA) pursuant to section 15303(e); and as a Ministerial Project is exempt pursuant to section 15268(a). It is the applicant's responsibility to obtain any approval that may be required, including, but not limited to: FAA, County Public Works Department, DCD Building Division, Environmental Health Department, and East Contra Costa County Fire District.

**Lead Agency: Department of Conservation and Development**

Lead Agency Contact Person: Syd Sotoodeh

Telephone: (925) 674-7815

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: Sydney Sotoodeh

Date: 1/23/2020

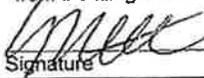
Title: Planner I

Signed by Lead Agency

Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

I declare that on JAN 30 2020 I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

  
Signature

Deputy County Clerk  
Title

**County CEQA Fees**

- County Clerk-Recorder - \$50
- Conservation and Development - \$25

Total Due: \_\_\_\_\_ Receipt #: \_\_\_\_\_

**Exhibit D**  
**Rosso Report**  
**[Attached]**

## OPTION AGREEMENT

This option agreement (“**Agreement**”) is dated January 5, 2021 (the “**Effective Date**”), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”) and URBAN AIR MOBILITY, LLC, a California limited liability company (“**Grantee**”).

### Recitals

- A. Lessor owns and operates Byron Airport, a public airport located at Byron, California (the “**Airport**”), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports (“**Director of Airports**”).
- B. Simultaneous with the execution of this Agreement, the County and Grantee are entering into a lease dated January 5, 2021 (the “**Master Lease**”), under which Grantee is leasing from the County approximately 0.90 acres of unimproved land at the Airport, as more fully described in the Lease (“**Parcel One**”).
- C. Grantee desires to have the option to lease approximately 1.29 acres of unimproved land at the Airport that is adjacent to Parcel One and is more fully described in Exhibit A – Legal Description (“**Parcel Two**”).

The parties therefore agree as follows:

### Agreement

1. Grant. The County grants to Grantee the exclusive option to lease Parcel Two under the terms and conditions set forth in this Agreement (the “**Option**”).
2. Term of Option. The term of the Option begins on the Effective Date and ends on the earliest to occur of (i) the Exercise Date (as defined below), (ii) the occurrence of a Default (as defined in the Lease) by Grantee under the Master Lease, (iii) the occurrence of an Event of Default by Grantee (as defined below), and (iv) January 31, 2024 (the “**Option Term**”). If the parties enter into a lease under which Grantee leases Parcel Two from the County, this Agreement will automatically terminate.
3. Option Price. In consideration for the Option, Grantee shall pay the County One Hundred Dollars (\$100) per year (the “**Option Fee**”) during the Option Term. The Option Fee is due and payable on (i) the Effective Date, (ii) February 1, 2022, and (iii) February 1, 2023.
4. Exercise of Option. Grantee may exercise the Option by delivering written notice to the Director of Airports at any time during the Option Term. The date the written notice of exercise is delivered to the Director of Airports is the “**Exercise Date**.”

5. Lease of Parcel Two. If Grantee exercises the Option, the lease of Parcel Two from the County will be governed by a lease agreement that is in substantial conformity with the lease agreement attached to this Agreement as Exhibit B (the “**Parcel Two Lease**”), which has been agreed to by Grantee and the County. By this reference, the Parcel Two Lease is incorporated into this Agreement. The parties must enter into the Parcel Two Lease within sixty (60) days after the Exercise Date.
6. Assignment. Grantee may not voluntarily sell, assign, transfer or encumber (each, a “**Transfer**”), its interest in this Agreement without first obtaining the written consent of the Director of Airports, which consent may be withheld in his sole and absolute discretion. Any Transfer without Lessor’s prior written consent is voidable and, at the election of the Director of Airports, constitutes an Event of Default under this Agreement. Any consent to a Transfer does not constitute a further waiver of the provisions of this Section.

If Grantee is a corporation or a limited liability company, any (i) dissolution, merger, consolidation, or other reorganization of Grantee, or (ii) sale or other transfer of a controlling percentage of the capital stock or membership interests, as the case may be, of Grantee, or (iii) sale of fifty percent (50%) of the value of the assets of Grantee, will be deemed a voluntary assignment. The phrase “controlling percentage” means (a) in the case of a corporation, the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Grantee’s capital stock issued, outstanding, and entitled to vote for the election of directors, and (b) in the case of a limited liability company, ownership of, and the right to vote, membership interests possessing more than fifty percent (50%) of the total combined voting interests of Grantee.

7. No Third-Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer on any person, other than Grantee and the County and their respective successors-in-interest, any rights or remedies under or by reason of this Agreement.
8. Default. The occurrence of any of the following is an “**Event of Default**” by Grantee:
  - A. Grantee’s failure to pay the Option Fee or other charges when due if the failure continues for ten (10) days after receiving from the County written notice of the missed payment.
  - B. A Transfer of this Agreement that is not approved in writing by the Director of Airports prior to the Transfer.
9. County’s Remedies. Upon the occurrence of an Event of Default, the Director of Airports may terminate this Agreement. The failure or delay on the part of the County to exercise a right or remedy will operate as a waiver thereof, nor does the failure or delay by the County to exercise a right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

10. Notices. Any and all notices to be given under this Agreement, or otherwise, may be served by enclosing same in a sealed envelope addressed to the party intended to receive the same, at its address set forth below, and deposited in the United States Post Office as certified mail with postage prepaid. When so given, the notice will be effective three business days after its mailing. Notices may also be given via a reputable overnight courier service. When so given, the notice will be effective on the next business day following delivery of the notice to the courier service for next day business delivery. Unless otherwise provided in writing by the parties hereto, notices should be sent to the following addresses:

Director of Airports  
Contra Costa County Airports  
550 Sally Ride Drive  
Concord, CA 94520-5550

and the address of Grantee is:

Urban Air Mobility, LLC  
c/o Nearon Enterprises  
101 Ygnacio Valley Road, Suite 450  
Walnut Creek, CA 94596  
Attention: Anthony Perino

With a copy to:

Urban Air Mobility, LLC  
2835 Contra Costa Blvd., Suite A  
Pleasant Hill, CA 94523  
Attention: Mark Scott

[Remainder of Page Intentionally Left Blank]

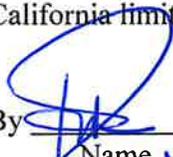
11. Governing Law. This Agreement is governed by the laws of the State of California.

The parties are signing this Agreement as of the Effective Date stated in the introductory paragraph.

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

**Urban Air Mobility, LLC**, a California limited liability company

By \_\_\_\_\_  
Keith Freitas  
Director of Airports

By  \_\_\_\_\_  
Name Mark Scott  
Title Officer

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Beth Lee  
Assistant Director of Airports

By  \_\_\_\_\_  
Name ANTHONY PERINO  
Title Officer

**APPROVED AS TO FORM:**

By Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel

**Exhibit A**  
**Legal Description**  
**[Attached]**

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL ONE**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF SECTION 22, T1S,R3E TAKEN AS NORTH 89°19'57" WEST BETWEEN FOUND IRON PIPE AND MONUMENT DISC ALONG ARMSTRONG ROAD)

BEING A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE NORTH CORNER OF SAID SECTION 22 T1S,R3E THENCE SOUTH 25°20'28" WEST, 3,245.66 FEET TO A POINT, SAID POINT ALSO BEARS SOUTH 36°38'00" EAST, 2,033.55 FEET FROM THE MOST SOUTHERLY CORNER OF AN EXISTING AIRPORT LEASE TO BAY AREA SKYDIVING;

THENCE FROM SAID POINT SOUTH 44°00'39" EAST, 126.68 FEET;

THENCE SOUTH 45°59'21" WEST, 46.56 FEET TO THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING SOUTH 45°59'21" WEST, 257.57 FEET;

THENCE SOUTH 44°00'39" EAST, 157.53 FEET;

THENCE NORTH 45°59'21" EAST, 86.41 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 51°54'05", AND AN ARC LENGTH OF 36.23 FEET;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 46.00 FEET, THROUGH A CENTRAL ANGLE OF 142°27'21", AND AN ARC LENGTH OF 114.37 FEET;

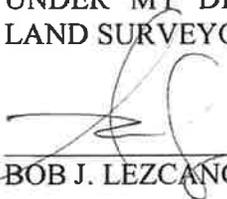
THENCE NORTH 46°32'37" EAST, 57.49 FEET;

BYRON AIRPORT  
PROPERTY LEASE  
URBAN AIR MOBILITY

THENCE NORTH 44°00'39" WEST, 171.59 FEET TO THE **POINT OF BEGINNING**.  
CONTAINING 39,160 SQUARE FEET OR 0.90 ACRES OF LAND, MORE OR LESS.

SEE ATTACHED EXHIBIT 'B' HERETO AND MADE A PART HEREOF

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR  
UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL  
LAND SURVEYORS ACT

  
\_\_\_\_\_  
BOB J. LEZCANO-LS8514



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL TWO**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF SECTION 22, T1S,R3E TAKEN AS NORTH 89°19'57" WEST BETWEEN FOUND IRON PIPE AND MONUMENT DISC ALONG ARMSTRONG ROAD)

BEING A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE NORTH CORNER OF SAID SECTION 22 T1S,R3E THENCE SOUTH 25°20'28" WEST, 3,245.66 FEET TO A POINT, SAID POINT ALSO BEARS SOUTH 36°38'00" EAST, 2,033.55 FEET FROM THE MOST SOUTHERLY CORNER OF AN EXISTING AIRPORT LEASE TO BAY AREA SKYDIVING;

THENCE FROM SAID POINT SOUTH 44°00'39" EAST, 126.68 FEET;

THENCE SOUTH 45°59'21" WEST, 46.56 FEET;

THENCE SOUTH 45°59'21" WEST, 257.57 FEET TO THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING SOUTH 44°00'39" EAST, 157.53 FEET;

THENCE SOUTH 45°59'21" WEST, 313.60 FEET;

THENCE SOUTH 87°04'05" WEST, 67.37 FEET;

THENCE NORTH 44°00'39" WEST, 113.26 FEET;

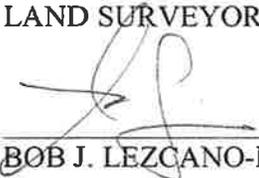
THENCE NORTH 45°59'21" EAST, 364.39 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 56,276 SQUARE FEET OR 1.29 ACRES OF LAND, MORE OR LESS.

BYRON AIRPORT  
PROPERTY LEASE  
URBAN AIR MOBILITY

SEE ATTACHED EXHIBIT 'B' HERETO AND MADE A PART HEREOF

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR  
UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL  
LAND SURVEYORS ACT

  
\_\_\_\_\_  
BOB J. LEZCANO-LS8514



BYRON AIRPORT  
PROPERTY LEASE  
URBAN AIR MOBILITY

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL THREE**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF SECTION 22, T1S,R3E TAKEN AS NORTH 89°19'57" WEST BETWEEN FOUND IRON PIPE AND MONUMENT DISC ALONG ARMSTRONG ROAD)

BEING A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE NORTH CORNER OF SAID SECTION 22 T1S,R3E THENCE SOUTH 25°20'28" WEST, 3,245.66 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEARS SOUTH 36°38'00" EAST, 2,033.55 FEET FROM THE MOST SOUTHERLY CORNER OF AN EXISTING AIRPORT LEASE TO BAY AREA SKYDIVING;

THENCE FROM SAID POINT OF BEGINNING SOUTH 44°00'39" EAST, 126.68 FEET;

THENCE SOUTH 45°59'21" WEST, 668.52 FEET;

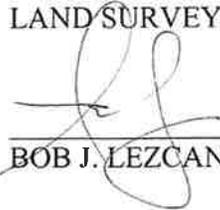
THENCE NORTH 44°00'39" WEST, 126.68 FEET;

THENCE NORTH 45°59'21" EAST, 668.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 84,686 SQUARE FEET OR 1.94 ACRES OF LAND, MORE OR LESS.

SEE ATTACHED EXHIBIT 'B' HERETO AND MADE A PART HEREOF

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT

  
\_\_\_\_\_  
BOB J. LEZCANO-LS8514



**ARMSTRONG ROAD**

FND MON  
 © N¼ COR

N89°19'57"W 2,654.71'  
 BASIS OF BEARINGS

T1S,R3E  
 15 14  
 22 23

TIE TO MOST SOUTHERLY  
 CORNER OF BAY AREA  
 SKYDIVING LEASEHOLD

POC @ FND IP  
 INTERSECTION OF  
 BYRON HOT  
 SPRINGS RD

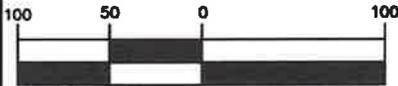
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
1	46.00'	142°27'21"	114.37'
2	40.00'	51°54'05"	36.23'



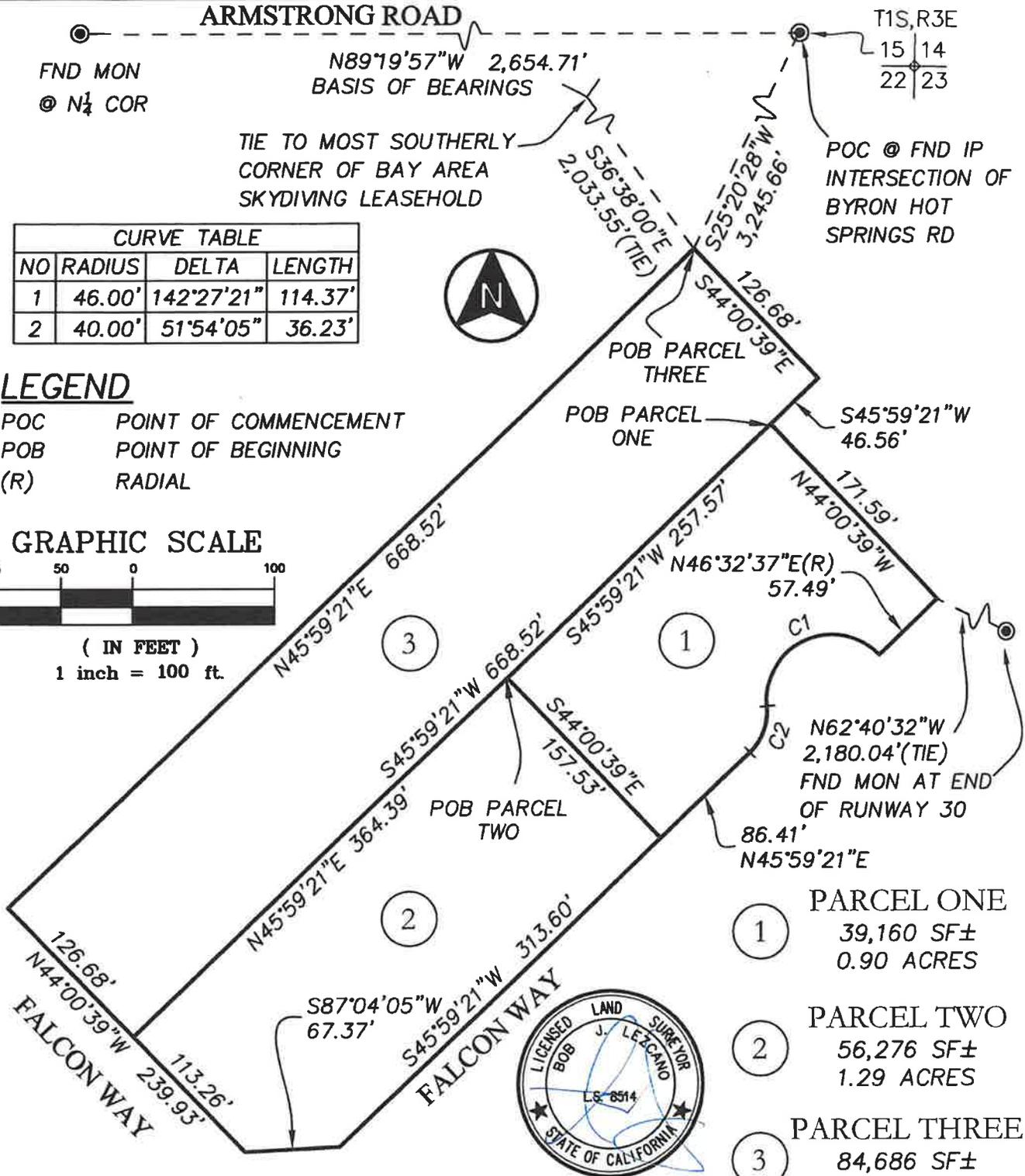
**LEGEND**

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 (R) RADIAL

**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 100 ft.



- 1 PARCEL ONE  
 39,160 SF±  
 0.90 ACRES
- 2 PARCEL TWO  
 56,276 SF±  
 1.29 ACRES
- 3 PARCEL THREE  
 84,686 SF±  
 1.94 ACRES



ADDRESS: FALCON WAY  
 BYRON, CA

ASSESSORS PARCEL NO.:  
 001-011-037

817 Arnold Drive Ste. 50  
 Martinez, CA 94553  
 Ph: (925) 476-8499

**EXHIBIT 'B'**  
 PLAT TO  
 ACCOMPANY LEGAL  
 DESCRIPTION

DRAWN BY: BJL	SHEET 1 OF 1
PROJECT NO: 20008	DATE: 11-18-2020
SCALE: 1"=100'	

**Exhibit B**  
**Parcel Two Lease**  
**[Attached]**

**LEASE AGREEMENT**

**Between**

**COUNTY OF CONTRA COSTA**

**as Lessor**

**and**

**Urban Air Mobility, LLC**

**Parcel II**

\_\_\_\_\_, 202\_

Contra Costa County  
Buchanan Field Airport  
550 Sally Ride Drive  
Concord, CA 94520-5606  
(925) 681-4200

**LEASE BETWEEN THE  
COUNTY OF CONTRA COSTA**

**AND**

**Urban Air Mobility, LLC**

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- EXHIBIT B – Site Plan
- EXHIBIT C – Notice of Exemption
- EXHIBIT D – Rosso Report

LEASE BETWEEN THE  
COUNTY OF CONTRA COSTA

and

Urban Air Mobility, LLC

This lease agreement (“**Lease**”) is dated \_\_\_\_\_, 202\_ (the “**Effective Date**”) and is between of the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**” or “**Lessor**”), and URBAN AIR MOBILITY, LLC, a California limited liability company (“**Tenant**”).

RECITALS

- A. Lessor owns and operates Byron Airport, a public airport located at Byron, California (the “**Airport**”), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports (“**Director of Airports**”).
- B. Tenant desires to lease approximately 1.29 acres of unimproved land that is located at the Airport on the west side of Eagle Court, as more fully described in Exhibit A – Legal Description (“**Parcel Two**,” or, the “**Premises**”). Tenant intends to use the Premises to construct and operate auxiliary aviation and provide hangar storage (the “**Contemplated Use**”) as shown on Exhibit B – Site Plan. The Contemplated Use was the subject of a Notice of Exemption dated January 30, 2020, prepared pursuant to the requirements of the California Environmental Quality Act. A copy of the Notice of Exemption is attached as Exhibit C.
- C. Through Rosso Environmental, Inc., Tenant has completed a subsurface investigation of the suitability of the soil, geologic, environmental and seismic conditions of the Premises for the Contemplated Use. The resulting report, dated August 5, 2020, is attached as Exhibit D (the “**Rosso Report**”). Completion of the Rosso Report satisfies Tenant’s obligation to investigate the suitability of the Premises set forth in Section 13.B (Condition of Premises).
- D. Lessor and Tenant are parties to a Lease dated January 5, 2021 (the “**Master Lease**”), under which Tenant is leasing from County approximately 0.90 acres of unimproved land that is adjacent to the Premises (“**Parcel One**”).
- E. Simultaneous with the execution of the Master Lease, the County and Tenant entered into an option agreement under which Tenant has the option to lease approximately 1.94 acres of unimproved land that is adjacent to the Premises (“**Parcel Three**”). If Tenant exercises the option to lease Parcel Three, the lease of Parcel Three will be coterminous with the Master Lease and this Lease.

The parties therefore agree as follows:

## AGREEMENT

1. Lease. For and in consideration of the rent, fees, and faithful performance by Tenant of the terms and conditions set forth in this Lease, Lessor hereby leases to Tenant, and Tenant hereby leases from Lessor, the Premises, subject to all easements and encumbrances of record.
2. Term. The “**Term**” of this Lease is comprised of a Preliminary Term and, at Tenant’s option, Renewal Terms, each as defined below. Upon the commencement of a Renewal Term, all references to the Term of this Lease will be deemed to mean the Term as extended pursuant to Section 2.B. below.
  - A. Preliminary Term. The “**Preliminary Term**” begins on the Effective Date and ends on January 31, 2041, unless earlier terminated as provided herein.
  - B. Renewal Term. Tenant has two automatic renewal options to extend this Lease for a term of fifteen (15) years for each option (each, a “**Renewal Term**”) upon all the terms, covenants, and conditions set forth in this Lease, provided (i) Tenant is not in default beyond any applicable cure period as of the beginning date of the Renewal Term, and (ii) Tenant has not provided written notice of its election not to renew the Lease at least twelve (12) months prior to the end of the Term.
3. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of this Lease, but will be construed as a tenancy from month to month, which may be terminated at any time by Lessor or Tenant upon thirty (30) days written notice. The month-to-month tenancy will be governed by the same terms and conditions in effect immediately prior to the expiration of the Term.
4. Rent. Tenant shall pay Construction Period Rent and Ground Rent, each as defined below (together, “**Periodic Rent**”), to Lessor without offset or demand on or before the first day of each month. Periodic Rent for any partial month will be prorated at the rate of 1/30 of the applicable monthly rent per day.
  - A. Construction Period Rent. Tenant shall pay Three Hundred Fifty Dollars (\$350.00) per month during the Construction Period (the “**Construction Period Rent**”). The “**Construction Period**” is that period of time that begins on the Effective Date and ends on the earlier to occur of (i) the last day of the month that occurs after the second anniversary of the Effective Date, and (ii) the last day of the month following Substantial Completion.

The term “**Substantial Completion**” means the date that the Site Improvements, as defined in Section 9, Improvements, pass final inspection by the Contra Costa County Department of Conservation and Development.

B. Ground Rent. Tenant shall pay ground rent, as adjusted pursuant to this Lease (“**Ground Rent**”), from the first day of the month following the end of the Construction Period (the “**Ground Rent Commencement Date**”) until the expiration or earlier termination of this Lease.

5. Initial Ground Rent: During the period that begins on the Ground Rent Commencement Date and ends January 31, 2026 (the “**Initial Ground Rent Period**”), Ground Rent is equal to the following amounts:

A. If the Ground Rent Commencement Date occurs on or before January 31, 2024:

<u>Period</u>	<u>Monthly Ground Rent</u>
Ground Rent Commencement Date – January 31, 2024	\$ 564.00
February 1, 2024 – January 31, 2025	\$ 799.00
February 1, 2025 – January 31, 2026	\$1,127.00

B. If the Ground Rent Commencement Date occurs after January 31, 2024, and on or before January 31, 2025:

<u>Period</u>	<u>Monthly Ground Rent</u>
Ground Rent Commencement Date – January 31, 2025	\$ 799.00
February 1, 2025 – January 31, 2026	\$1,127.00

C. If the Ground Rent Commencement Date occurs after January 31, 2025, and on or before January 31, 2026:

<u>Period</u>	<u>Monthly Ground Rent</u>
Ground Rent Commencement Date – January 31, 2026	\$1,127.00

6. Adjustments to Ground Rent. Ground Rent will be adjusted in each year after the Initial Ground Rent Period. In most years, the adjustment to Ground Rent will be based solely on the change to the Consumer Price Index (“CPI”). Every ten years, beginning February 1, 2031, Ground Rent will be adjusted to reflect market rates, using the Revaluation Process described below. Each change in Ground Rent that results from the Revaluation Process is an “**Adjustment.**”

A. CPI Increases.

i. Timing and Amount. In each year after the Initial Ground Rent Period, except for the one-year periods that begin on a Revaluation Date, Ground Rent will increase over the amount paid the preceding year by (i) an amount equal to the change in the CPI for the most recent period ending June, based on the CPI Factor, or (ii) one percent (1%), whichever is greater; provided, however, in

no event will the increase be more than four percent (4%) and in no event will the Ground Rent for any year be less than the Ground Rent in effect in the immediately preceding year.

ii. Definitions.

- a) “**CPI Factor**” means the percentage by which the “Index,” as defined below, for the most recent one-year period ending June has changed with respect to the Index in effect for the immediately preceding one-year period, calculated to the nearest one-tenth of one percent.
- b) “**Index**” means the Consumer Price Index, all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982–84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor or a substitute index published as a replacement for that index by the U.S. Department of Labor or by any other United States governmental agency.
- c) “**Revaluation Date**” means each of the following: February 1, 2031, and, if Tenant renews the Lease, February 1, 2041, February 1, 2051, and February 1, 2061.

iii. Notice. Airport staff will notify Tenant of any increase in Ground Rent based on a CPI adjustment when the calculation of the CPI adjustment is complete. If the notice is given after the effective date of an increase, Tenant shall pay any increased rent retroactively to the effective date of the increase; provided, however, in no event will Tenant be required to pay the increased rent retroactively for a period greater than six months.

B. Revaluation of Ground Rent.

- i. Timing and Amount. On each Revaluation Date, Ground Rent will be adjusted to reflect the fair market rental value of the Premises in accordance with the Revaluation Process described below. The adjustment to Ground Rent that results from the Revaluation Process is the “**Adjustment.**” The total Adjustment is effective on the Revaluation Date. The Lessor shall initiate the Revaluation Process prior to each Revaluation Date. In no event will Ground Rent for any year be less than the Ground Rent in effect in the immediately preceding year.
- ii. Conditions of Revaluation. The revaluation of Ground Rent, including any appraisals prepared as part of the Revaluation Process, will be conducted as follows:

- a. All negotiations and actions taken by the Lessor and Tenant under this Section will be undertaken and conducted by the parties in good faith.
  - b. The value of the Premises does not include any Improvements (as defined below).
  - c. If the Revaluation Process is not concluded by the Revaluation Date, the Ground Rent determined by the Revaluation Process described herein will be retroactive to the Revaluation Date to which the Revaluation Process applies. Tenant shall make any retroactive payments of Ground Rent no later than thirty (30) days following the completion of the Revaluation Process.
  - d. Except as otherwise provided herein, no waiver by the Lessor of any of the provisions of this Section will be deemed to have been made by the Lessor, unless made expressly in writing by the Director of Airports and no waiver by Tenant will be deemed to have been made unless expressly in writing by the duly authorized agent of Tenant.
  - e. All time periods specified in this Section will be counted in calendar days.
- iii. Revaluation Process. The “**Revaluation Process**” consists of the following:
- a. The Lessor shall determine the fair market rental value of the Premises using the median of auxiliary aviation and hangar storage per square foot ground lease rates at Byron Airport (the “**Lessor Revaluation**”) and shall notify Tenant in writing of the amount of the new monthly Ground Rent (the “**Revaluation Notice**”).
  - b. If Tenant disagrees with the Lessor Revaluation, Tenant may file with the Lessor a dispute of the amount of Lessor Revaluation (“**Tenant Dispute**”) and include Tenant’s proposed Ground Rent revaluation amount. The Tenant Dispute must be in writing and delivered to the Director of Airports no later than twenty-one (21) days after the Revaluation Notice is delivered to Tenant (the “**Dispute Period**”). If Tenant does not file a Tenant Dispute with the Lessor within the Dispute Period: (i) the Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) Tenant will be deemed to have waived the right to contest the amount specified in the Revaluation Notice, (iii) the new Ground Rent specified in the Revaluation Notice will become effective on the applicable Revaluation Date, and (iv) the Revaluation Process will be over.

- c. If Tenant delivers a Tenant Dispute to the Lessor within the Dispute Period, the Lessor and Tenant will have twenty-one (21) days following the Lessor's receipt of the Tenant Dispute to attempt to establish a new Ground Rent by negotiation (the "**Rent Negotiation Period**"). The Rent Negotiation Period may not be extended beyond the initial twenty-one (21) day period except by mutual written agreement of Tenant and the Director of Airports. If Tenant and the Lessor agree in writing on the new monthly Ground Rent during the Rent Negotiation Period, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.
  
- d. If the Lessor and Tenant are unable to agree upon a new Ground Rent during the Rent Negotiation Period, then the Lessor and Tenant shall each appoint an appraiser to determine the fair market value of the Premises. The Lessor and Tenant shall identify the name of their appraiser by written notice to the other party. The appointment of the appraiser will be made and notice of the appointment will be given to the other party within twenty-one (21) days after the end of the Rent Negotiation Period (the "**Selection Period**"). Each appraiser must be a member of the American Institute of Real Estate Appraisers, have the designation of Member of the Appraisal Institute ("**MAI**"), and have current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. Each party is responsible for paying the fees and costs of its appraiser.

In the event that Tenant does not appoint an appraiser and provide the Lessor with written notice of the appointment within the Selection Period: (i) the initial Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) the new monthly Ground Rent, specified in the Revaluation Notice will become effective on the applicable Revaluation Date, (iii) Tenant will be deemed to have waived the right to further contest the amount of the Lessor Revaluation by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

In the event that the Lessor does not appoint an appraiser and provide Tenant with written notice of the appointment within the Selection Period: (i) the monthly Ground Rent will remain unchanged or will equal the fair market rental value determined by Tenant's appraiser, whichever is greater, (ii) such monthly Ground Rent will become effective on the applicable Revaluation Date, (iii) the Lessor will be deemed to have waived the right to contest the amount of the new monthly Ground Rent by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

If the Lessor and Tenant each properly appoint an appraiser during the Selection Period, both appraisers will make an independent determination of the fair market rental value of the Premises. Each appraisal must be completed and a copy of the appraisal report delivered to the other party no later than sixty (60) days from the date the appraiser was appointed (the “**Appraisal Period**”) unless otherwise extended by the mutual agreement of the Lessor and Tenant.

Upon completion of both appraisals, the Lessor and Tenant shall make a final attempt to establish a new monthly Ground Rent by negotiation. If the Lessor and Tenant agree in writing on a new monthly Ground Rent, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

- e. In the event that the Lessor and Tenant cannot agree on a revaluation of the monthly Ground Rent within thirty (30) days following the Appraisal Period, either the Lessor or Tenant may declare an impasse in the negotiations by providing written notice of the impasse to the other party. The written notice of impasse (the “**Final Proposal**”) will include all of the following information: (i) a statement that the declaring party has determined that negotiations have reached an impasse; (ii) the declaring party’s final proposed Ground Rent revaluation figure; (iii) a statement that the recipient has ten (10) business days to either give written acceptance of the amount of the Ground Rent revaluation specified in the Final Proposal or deliver a counter-final proposal (the “**Counter-Final Proposal**”) to the declaring party; and (iv) any other supplementary information as the declaring party deems appropriate. The party upon whom the Final Proposal is served shall then have ten (10) business days following receipt of the Final Proposal to either accept the Final Proposal or to reject the Final Proposal and deliver a Counter-Final Proposal to the declaring party. If either the Final Proposal or the Counter-Final Proposal is accepted in writing, then the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

If neither the Final Proposal nor the Counter-Final Proposal is accepted, not later than forty-five (45) days after delivery of the Final Proposal, the appraiser selected by the Lessor and the appraiser selected by Tenant will jointly select a third appraiser with the designation of MAI and with current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. The third appraiser will determine the fair

market value of the Premises. The third appraiser will render a final written decision within thirty (30) days of his or her appointment. The cost of the third appraiser will be shared equally by the Lessor and Tenant. The appraiser's decision is binding on all parties and will apply retroactively to the Revaluation Date.

7. Percentage and Other Additional Rent:

- A. Percentage Rent: In addition to paying Ground Rent, Tenant shall pay Percentage Rent. "**Percentage Rent**" means an amount equal to two percent (2%) of the Gross Receipts, as defined below. Percentage Rent is due no later than the tenth day of the month for goods sold and services provided by Tenant during the previous month.
- B. Gross Receipts: "**Gross Receipts**" means all revenue and receipts of the Tenant that is derived from or related to the Premises, including but not limited to the gross amount received from all sales and cash payments received therefor; credit extended at the time of a credit sale; all charges for services performed, including but not limited to sales of oil and other lubricants; lease payments from Subtenants; and the gross amount received from any and all of the sources of income derived from the businesses conducted on the Premises. In the case of insurance sales and premiums, Gross Receipts is limited to the commissions received. Gross Receipts excludes the following:
- i. Federal, state and municipal sales taxes, excise taxes, gross receipts taxes and all other similar taxes separately stated or collected from customers.
  - ii. Receipts from wholesale sales of parts and accessories wherein the resale permit number issued by the Board of Equalization of the State of California, is necessarily used for such sale; provided, however, this exception applies to only those wholesale sales that do not exceed 5% of the retail sales of parts and accessories.
  - iii. Receipts from the sale of new and used aircraft; provided a flat fee of \$500 per transaction is paid to the Lessor upon the sale of each new and used aircraft.
  - iv. Commissions paid for financing or discounts to be paid by Tenant to secure financing for any of the business conducted or sales of any kind or nature by Tenant.
  - v. All revenue against which Tenant later provides a credit for returns to suppliers or manufactures.
  - vi. Amounts received by Tenant for settlement of any claims for loss or damage to products purchased by Tenant.

- vii. Deposits received for any State recycling fund.
  - viii. Reimbursable expenses incurred by Tenant on behalf of its customers.
- C. Statement of Gross Receipts: Tenant shall furnish to the Lessor a written statement of monthly Gross Receipts ("**Statement of Gross Receipts**") within thirty (30) days after the close of each calendar quarter.
- D. Certified Annual Statement: Within one hundred twenty (120) days following the close of Tenant's fiscal year, and within one hundred twenty (120) days following the termination of this Lease, Tenant shall deliver to the Lessor an annual statement of Gross Receipts, certified as being correct by an authorized accounting officer of the Tenant ("**Certified Annual Statement**"). If the Certified Annual Statement shows that an additional amount of Percentage Rent is due and payable to the Lessor, Tenant shall make such payment currently with the delivery of the Certified Annual Statement to the Lessor.
- E. Records: The Lessor may inspect the books and records of Tenant and any and all Subtenants from which any Statement of Gross Receipts or Certified Annual Statement is prepared at any reasonable time upon request. For this purpose, Tenant shall keep for a period of five (5) years after submission of any such statement to the Lessor, all of Tenant's records, books, accounts, and other data pertaining or necessary to the verification of Gross Receipts as defined herein, and shall, upon request, make the same available to the Lessor, the Lessor's auditor, representative or agent for examination at any time during such 5-year period. Failure to keep, maintain, and make available the records, books, accounts, and other data required by this Section is a Default, as defined in Section 30 (Default), of this Lease.
- F. Audits: The Lessor may, at the Lessor's option, engage the services of an independent certified public accountant to audit and verify the accuracy of Tenant's records, books, and accounts, including the Certified Annual Statement. In the event the audit shows that an additional amount of Percentage Rent is due and payable to the Lessor, Tenant shall make such payment within seven (7) days of the Lessor's demand therefore. If the audit shows that there has been an overpayment of Percentage Rent, the Lessor shall, at the sole option of the Lessor, promptly repay to Tenant the amount of such overpayment or credit same to future Rent next due the Lessor by Tenant, at the Lessor's sole election. If the audit shows an underpayment by Tenant that is greater than five percent (5%) of the Percentage Rent paid to the Lessor, Tenant shall pay for the reasonable and actual cost of the audit.
- G. Charter Landing Fee: If Tenant or any Subtenant elects to conduct FAR Part 135 Charter operations to, from, or through the Premises, the Lessor is entitled to a landing fee for the FAR Part 135 Charter activity that is a minimum of \$16 per

landing for aircraft below 16,000 pounds or \$1.50 per 1,000 pounds for aircraft that are at or over 16,000 pounds (the “**Charter Landing Fee**”) in accordance with Section 7.A. In no event will any Charter Landing Fee be deemed Additional Rent nor does Tenant have any liability to the Lessor if a Subtenant is delinquent in its payment of a Charter Landing Fee.

- H. Records to Be Maintained: Tenant shall record all sales and other transactions, whether cash or credit, and shall keep full and accurate books of account and records, including a current rent roll for the Premises. In addition, Tenant shall keep all cash register receipts with regard to gross receipts, credits, refunds and other pertinent transactions, as well as records of all other exclusions and deductions from Gross Receipts.
- I. Additional Rent: In addition to the Ground Rent, Tenant shall pay as additional rent, all other charges, costs and fees required to be paid by Tenant pursuant to the provisions of this Lease (such amounts, “**Additional Rent**,” and together with the Ground Rent and Percentage Rent, “**Rent**”).

8. Additional Payment Provisions.

- a. Late Rental Payments. In the event Tenant fails to pay Lessor any amount due under this Lease within five (5) days after such amount is due, Tenant shall pay to Lessor a late charge of One Hundred and No/100 Dollars (\$100) per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month, from the date the payment was due and payable until paid in full. Tenant shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. Lessor and Tenant hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix Lessor’s actual damage from any late payments and, thus, that Tenant shall pay as liquidated damages to Lessor the Late Charge specified in this Section, which is the result of the parties’ reasonable endeavor to estimate fair average compensation for the late payment (other than attorneys’ fees and costs). Lessor’s acceptance of the Late Charge as liquidated damages does not constitute a waiver of Tenant’s default with respect to the overdue amount or prevent Lessor from exercising any of the rights and remedies available to Lessor under this lease.
- b. Form and Place of Payment. Tenant shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to the Director of Airports Office, 550 Sally Ride Drive, Concord, California 94520, or at such other place as Lessor may designate from time to time.
- c. Returned Checks. If a check written by Tenant is returned for insufficient funds, Lessor may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. Lessor may require Tenant to pay rent by certified check or money order if Tenant’s bank or banks have

returned one or more personal checks within the preceding twelve (12) month period.

- d. Security Deposit. Upon execution of this Lease, Tenant will pay to Lessor the sum of One Thousand One Hundred Twenty-Eight Dollars (\$1,128.00) in cash as security for the faithful performance of the terms, covenants, and conditions of this lease (the “**Security Deposit**”).

Upon the occurrence of a Default, as defined in Section 30, Lessor may in its sole discretion (but is not required to) apply the Security Deposit, or any portion of it, to any expense, loss or (i) any rent or other sum owed to Lessor, (ii) any amount that Lessor may spend or become obligated to spend in exercising Lessor’s rights under this lease, or (iii) damage sustained by Lessor resulting from Tenant’s Default. Upon demand by Lessor, Tenant shall immediately pay to Lessor a sum equal to that portion of the Security Deposit expended or applied by Lessor as provided in this subsection so as to maintain the Security Deposit at its original level.

Upon the expiration or termination of this lease and (i) Tenant’s satisfaction of the conditions set forth in Section 13. Condition of Premises, and (ii) a final accounting by Lessor, any remaining Security Deposit balance shall be refunded to Tenant, without interest. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law in force or that become in force after the date of execution of this lease, that provide that Lessor may claim from a Security Deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises. Lessor and Tenant agree that Lessor may, in addition, claim those sums reasonably necessary to compensate Lessor for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant’s officers, agents, employees, independent contractors or invitees.

## 9. Improvements.

- a. Site Improvements. As a condition of this Lease, Tenant shall install on the Premises three large 5,000 to 7,500 square foot hangars (the “**Site Improvements**”). The Site Improvements must be installed in accordance with the Plans, as defined below.
- b. Infrastructure Improvements. As a condition of this Lease, Tenant shall, at Tenant’s sole expense, construct infrastructure improvements that are in conformance with (i) standards established by the Contra Costa County Public Works Department, and (ii) plans approved by the Director of Airports pursuant to Section 9.c. below (together, the “**Infrastructure Improvements**”). Tenant shall complete the Infrastructure Improvements not later than the date that is sixty (60) days after the Substantial Completion of the Site Improvements.

All improvements on the Premises, including, but not limited to, the Site

Improvements, the Infrastructure Improvements, structures, signs, driveways, curbs, walkways, pads, perimeter fences and gates, mechanical equipment, utility lines, drainage and sewage lines, environmental control equipment, irrigation systems and landscaping and other facilities are the “**Improvements.**”

- c. Plans and Lessor’s Approval. Tenant shall obtain the Director of Airports’ written approval of all plans and specifications for the buildings, paving, landscaping, or other Improvements before any construction may be commenced. Once approved by the Director of Airports, such plans and specifications are the “**Plans.**” Prior to requesting the Director of Airports’ approval, a County-designated engineer must review and approve the development plans. All Improvements must conform with all general requirements of Lessor, and must be constructed and installed in conformance with: (i) the Plans; (ii) all applicable statutes, ordinances, building codes, permits; (iii) applicable Airport or FAA policy and standards for development; and (iv) all rules and regulations of Lessor and the requirements of all other authorities that have jurisdiction over the Premises, as the case may be, and Tenant’s operations thereon, including, but not limited to, the Contra Costa County Department of Conservation and Development, and the Federal Aviation Administration.
- d. Construction Schedule. Within ninety (90) days following the Commencement Date, Tenant shall submit to the Director of Airports for review and approval (i) three (3) sets of construction plans for the Site Improvements and the Infrastructure Improvements that have been reviewed and stamped by an engineer, and (ii) a detailed construction schedule.

The Director of Airports’ review and approval or disapproval will be completed within thirty (30) days of submission. If the Director of Airports disapproves of the plans, the reasons for disapproval must be given to Tenant in sufficient detail, and Tenant will have thirty (30) days to revise the plans and resubmit them to the Director of Airports. The Director of Airports’ review and approval or disapproval of the revised plans will be completed within thirty (30) days of re-submission. The Director of Airports’ approval is separate and distinct from approvals Tenant is required to obtain from Lessor, other County Departments, and all other authorities having jurisdiction over the Premises. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the construction of the Improvements. Approval of the Plans by the Director of Airports does not constitute a representation or warranty as to conformity with other requirements and responsibility therefor remains at all times in Tenant. The time requirements imposed on the Director of Airports by this Section do not apply to other County Departments and authorities.

The Plans are not to be submitted to the Building Inspection Division of the Department of Conservation and Development (“**Building Inspection**”) unless the Director of Airports has approved the Plans. Within fourteen (14) days following approval of the Plans by the Director of Airports, Tenant shall submit the Plans to

Building Inspection for review and approval.

Tenant shall commence construction of the Site Improvements within forty-five (45) days after a grading permit for the Site Improvements has been issued by Building Inspection. Tenant shall complete the construction of the Site Improvements within twelve (12) months after receiving a grading permit or the Director of Airports' approval, whichever is later. Tenant shall provide Lessor with a Notice of Intent to Construct the Site Improvements at least twenty (20) days prior to construction or delivery of materials.

The deadlines set forth this Section 9 and the Ground Rent Commencement Date may be extended upon written approval of the Director of Airports in consideration of time lost as a result of work stoppages, strikes, and shortages of material, acts of God, or other reasons beyond Tenant's control, as determined by the Director of Airports, in his or her sole discretion.

- e. Performance and Payment Bonds. Not less than ten (10) business days before the commencement of construction of the Site Improvements, Tenant shall, at its sole cost and expense, furnish to Lessor a payment bond of a surety company licensed to transact business in the State of California, or other type of security reasonably satisfactory to the Lessor, with Tenant as principal, in the penalty sum of one hundred percent (100%) of the total estimated cost of the Site Improvements and all other necessary appurtenances specified herein, guaranteeing the payment of all labor, materials, provisions, supplies and equipment related to the construction of the Site Improvements, of any kind whatsoever, and protecting Lessor from any liability, losses or damages arising therefrom. Simultaneously, Tenant shall also provide Lessor a performance bond of a surety company licensed to transact business in the State of California in a form acceptable to Lessor, or other type of security satisfactory to Lessor, with Tenant as principal, in an amount equal to one hundred percent (100%) of the total estimated cost of the Site Improvements, guaranteeing faithful performance within twelve (12) months of the commencement of all construction work associated with the Site Improvements.
  
- f. Inspection and Acceptance. Tenant shall obtain all applicable permits and authorizations of all local, state, federal and other government agencies and entities that have jurisdiction over the Site Improvements and Infrastructure Improvements, including but not limited to, the Contra Costa County Department of Conservation and Development and the Contra Costa County Public Works Department. All Site Improvements and Infrastructure Improvements are subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Site Improvements and Infrastructure Improvements. Nothing in this Lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Site Improvements and Infrastructure Improvements.

- g. No Warranties. The inspection, testing and acceptance by Lessor under this or any other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and to conform to the Plans, nor is Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.
  - h. Engineering. Lessor shall furnish Tenant with control information required for ground and pavement elevations, specifications for earthwork, pavement, and drainage. Tenant is responsible for all other engineering work and the accuracy thereof. Any material deviations from the Plans must have prior written approval by Lessor.
  - i. Utilities. Upon the prior written approval of the Director of Airports, which approval shall not be unreasonably withheld, Tenant may install all utilities on the Premises at its own cost and expense and shall pay any and all connection, inspection, and service fees in connection therewith.
  - j. Paving and Concrete. As part of the Site Improvements, Tenant shall upgrade the pavement within the Premises such that they will accommodate the heaviest vehicle expected to operate in the area with an expected pavement life of twenty (20) years. All road access must be in compliance with Contra Costa County Public Works Department standards.
  - k. Notice of Nonresponsibility. Tenant shall cause a notice of Lessor non-responsibility to be posted and recorded during construction in accordance with Civil Code Sections 3094 and 3129 and a copy to be mailed to the Director of Airports upon filing the notice with the County Recorder.
  - l. Signs. Tenant may not erect signs and advertising media or place the same on the Site Improvements without the written approval of the Director of Airports and any other public agency having jurisdiction. Any signs installed must be in accordance with FAA and the Airport Policy and Standards for Development.
  - m. Landscaping. Tenant shall install and maintain, at its sole expense, the landscaping on the Premises and any landscaping that comprises part of the Infrastructure Improvements in accordance with the Plans. Tenant shall maintain such landscaping in a neat, clean, orderly, and attractive condition.
10. Lessor Processing and Transaction Fees. In the event that Tenant requires or requests Lessor's review, investigation, processing, recordation, or any other action in connection with any Tenant document, proposal or other matter that requires Lessor's staff time and resources, other than time and resources of the Contra Costa County Airports Division (e.g., a proposed assignment or other transfer (but specifically excluding any sublease), or an estoppel certificate), Tenant shall pay Lessor a transaction fee of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) plus all of Lessor's costs, including, but not

limited to, staff time at rates determined by the County Auditor for time spent in connection with the until the matter is complete (“**Transaction Fee**”). The Transaction Fee will increase by Five Hundred and No/100 Dollars (\$500.00) on every fifth anniversary of the Commencement Date and is due thirty (30) days after demand therefor by Lessor.

11. Use of Premises. Except as otherwise provided herein, the Leased Premises may be used by Tenant only for auxiliary aviation and aircraft storage and for no other purpose.

A. Uses Permitted on the Premises.

The following are the only uses permitted on the Premises:

- i. Specialty aircraft or Unmanned Aerial Systems (UAS) services (combined “**Aircraft**”), which may include research and development, Aircraft management, maintenance and assembly, chartering, unique aviation sales and services, and hangar rental space.
- ii. Storage of Aircraft leased or owned by Tenant or a Subtenant.
- iii. Hangar storage of Aircraft pursuant to a Rental Agreement, as defined below, entered into in accordance with Section 12.
- iv. Maintenance of Aircraft owned by Tenant or a Subtenant, provided that such maintenance is performed ONLY by (i) owner of the Aircraft, (ii) a bonafide employee or contractor of the owner of the Aircraft, or (iii) an established Byron Airport Fixed Based Operator.
- v. Storage of materials directly related to the restoration or maintenance of the Tenant or Subtenant’s Aircraft.
- vi. Operation of corporate aircraft on a non-commercial aviation basis.
- vii. Aviation-oriented use of the office space.
- viii. FAR Part 135 charter operations, including enplanement or disenplanement of passengers as approved in writing by the Director of Airports.
- ix. Operation of Aircraft on a non-commercial basis.
- x. Commercial aviation operations that are approved in advance and in writing by the Director of Airports.

B. Uses Not Permitted on the Premises.

- i. Maintenance, except as expressly permitted in subsection A above.

- ii. Any use not explicitly listed in subsection A above.
- iii. Aircraft fueling for commercial purposes.
- iv. Leaving aircraft (whether belonging to Tenant or any Subtenant) unattended on aprons not abutting taxi lanes.

Two violations of subsection B within a twelve-month period is a Default of this Lease.

Tenant may not use the premises for any other purpose without the Director of Airport's express prior written consent. Any use of the premises other than as described herein without the Director of Airports' prior written consent is a Default of this lease.

12. Rental Operations and Subleases.

- A. Subject to the terms of this Section, Tenant may rent hangar space and office to subtenants (each, a "**Subtenant**") pursuant to the rules and regulations adopted from time to time by the Airport, including but not limited to the following:
  - i. Rental Agreements are subject to the terms and conditions of, and subordinate to, this Lease. The term of a Rental Agreement may not be greater than the term of this Lease.
  - ii. Rental Agreements do not create a landlord-tenant or any other legal relationship between the Lessor and Tenant's subtenant.
  - iii. Tenant is, and at all times will remain, entirely responsible for the full performance of this Lease.
  - iv. Tenant or its authorized representative must be available during normal business hours, either at the Airport or by telephone/email to discuss the rental space and to conduct business.
  - v. By December 1 each year, Tenant shall give the Lessor a list of the name, address, phone number, and email address of all current Subtenants, along with the identification and make of all of each Subtenant's hangered Aircraft and a description of each subtenant's business activity, if applicable.
  - vi. Tenant is responsible for all materials stored on the Premises, whether the materials are stored by Tenant or Tenant's agents, employees, or Subtenants.

- vii. No commercial aviation operations are permitted without the prior written consent of the Director of Airports.

B. Additional Terms Applicable to Commercial and Charter Rental Agreements:

- i. Tenant shall cause each Subtenant conducting commercial activities or charter operations to enter into a license agreement with the Lessor that governs the payment of the commercial license fee and/or Charter Landing Fee by the Subtenant directly to the Lessor (a “License Agreement”).
- ii. Tenant shall use good faith efforts to cause all Subtenants of the Premises who elect to conduct FAR Part 135 Charter operations to, from, or through the Premises, to strictly comply with the provisions of this Section 12.B.
- iii. If a Subtenant is found to be conducting any commercial aviation activity in a hangar or office space without the written consent of the Director of Airports, Tenant shall immediately serve the Subtenant of such hangar or office space with a thirty (30) day cure or quit notice and concurrently deliver a copy of the notice to the Director of Airports. If the offending Subtenant fails to cause the cessation of such commercial activity within thirty (30) days of the cure or quit notice, Tenant shall terminate the Subtenant’s Rental Agreement.
- iv. Tenant does not have any liability to the Lessor if a Subtenant is delinquent in or is otherwise in violation of the provisions of a License Agreement.
- v. Tenant shall include provisions in all commercial and charter rental agreements to require that Subtenant:
  - a. Pay the Lessor the commercial license fee and/or Charter Landing Fee.
  - b. Acknowledge that the underlying leased premises are owned in fee by Lessor and that the Tenant has entered into a lease with Lessor for the Leased Premises.
  - c. First enter into a License Agreement with the Lessor to engage in commercial operations on the Premises pursuant to the license provisions of the Lease and subject to terms and conditions established between Lessor and Subtenant for the privilege of conducting its business at the Airport and in consideration for the impacts such commercial operations may have on the Airport.

- d. Not operate any commercial operations under a Rental Agreement until a License Agreement has been executed by Lessor and the Subtenant.
- e. Provide Tenant with a copy of any executed License Agreement and immediately inform Tenant of the termination of any such License Agreement.
- f. Acknowledge that in the event Subtenant (i) engages in commercial operations on the Leased Premises without having first entered into a License Agreement, (ii) is in default or breach of his or her License Agreement with the Lessor, or (iii) has its License Agreement terminated for any reason and Subtenant nevertheless continues to engage in commercial operations on the Leased Premises, Subtenant's Rental Agreement can be terminated by the Tenant.
- g. Upon notification by the Lessor to Tenant of a violation of the provisions of this Section 12, or a License Agreement by a Subtenant, Tenant shall within ten (10) days of receipt of such written notice, either (i) cancel or otherwise terminate the Rental Agreement, or (ii) cure the default under the License Agreement. Lessee's failure to either terminate the Rental Agreement or cure the default under the License Agreement is a Default under this Lease.

13. Condition of Premises.

- A. No Warranty. Except as provided herein, Tenant is leasing the Premises in an "as is" physical condition with no warranty, express or implied, on the part of Lessor as to the physical condition of the Premises, including but not limited to, the condition of any existing improvements., the soil and the geology of the soil, the air, surface water and groundwater, the presence of known and unknown faults, the presence of Hazardous Materials and all other kinds of contamination and pollutants of any kind in the air, soil, groundwater and surface water, and the suitability of the Premises for the construction and use of the improvements thereon.
- B. Tenant Independent Investigation. It is the sole responsibility of Tenant, in its sole cost and expense, to investigate the condition of the Premises to its satisfaction, including (i) the suitability of the soil, geologic, environmental and seismic conditions of the Premises for the intended use contemplated herein, and (ii) the presence of any contaminants, or Hazardous Materials, as defined in Section 19.A., in air, soil, groundwater and surface water in, on, or under the Premises and pollutants of any kind located on or within the Premises. This Lease imposes no responsibility or obligation on Lessor to prepare or implement any remediation plan or to attain remediation of the Premises to a level of standard

required for Tenant's use or any other purpose. Lessor makes no warranties, representations, covenants, or agreements concerning remediation for the purposes of Tenant's use or any changes in Environmental Laws, as defined in Section 19.B., affecting such uses.

The respective agreements and obligations of Lessor and Tenant under this Section 13 will survive the expiration or termination, for any reason, of this Lease.

- C. No Concealment. Notwithstanding anything in this Lease to the contrary, Lessor represents to Tenant that Lessor is not concealing any knowledge of the presence of contamination possessed by the current officers and managers of the Airport. However, Lessor makes no representation regarding what would be revealed by a review and search of its records, interviews of its employees or past employees or the undertaking of due diligence to discover any information or knowledge not now known to its present officers and managers.
  - D. Maintenance. Tenant shall maintain the Premises in accordance with Section 16-<sub>2</sub> Maintenance, Repair and Storage.
14. Utility Obligations. Tenant shall pay, on Tenant's own account, all charges for utilities used or consumed on the Premises, including, but not limited to, gas, water, electricity, garbage disposal, storm water and sanitary sewer services, janitorial services, and telephone services.

In the event Lessor reasonably requires, or any utility company requires, that any existing or new overhead distribution system be installed underground, Tenant shall, at its own cost and expense, provide all necessary facility changes on the Premises so as to receive such services.

15. Alterations and Additions.
- A. Tenant may not do any of the following: (i) erect or place any additional structures on the Premises, (ii) make any improvements or alterations to the exterior of any Tenant's Buildings, parking area or landscaping, (iii) make any improvements or alterations to the interior of any of Tenant's Buildings that require the issuance of a building permit without written consent of Lessor. Tenant shall provide the Director of Airports with written plans detailing any proposed improvement. If the Director of Airports does not provide a written response to Tenant's proposed changes within thirty (30) days of the date the Director of Airports confirms his or her receipt of such plans, the proposed improvement will be deemed approved by the Director of Airports. The Director of Airports may not unreasonably withhold or condition its approval of any proposed improvement or alteration.
  - B. In the event Tenant makes alterations, constructs additions, or adds additional

structures that violate the conditions contained in this Lease (an “**Unauthorized Addition**”), at the Director of Airports sole discretion, Tenant shall remove all or any portion of such Unauthorized Addition at Tenant’s sole cost and expense. If Tenant is required to remove any Unauthorized Addition, Tenant, at its sole cost and expense, shall restore the Premises to the condition existing immediately prior to the existence of the Unauthorized Addition, or such other condition designated by Lessor in its election. If Tenant is not required to remove all or any portion of the Unauthorized Addition, then at the Director of Airports sole discretion will advise Tenant if all or any portion of the Unauthorized Addition will remain on and be surrendered with or be removed from the Premises, at the Tenant’s sole cost and expense, on the expiration or termination of the Lease.

- C. If the Director of Airports has given written consent to Tenant, permitting Tenant to make certain alterations or make any additional improvements to the Premises, Tenant may not commence construction until Tenant has (i) obtained all necessary building permits and all other approvals required, and (ii) provided Lessor with twenty (20) days advance written notice of the commencement of such construction. In addition, Tenant shall cause a Notice of Lessor Non-Responsibility to be posted and recorded during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice is to be mailed to Lessor upon filing it with the County Recorder.

16. Maintenance, Repair and Storage.

- A. Premises Maintenance. Tenant shall, at its sole expense, throughout the term of this Lease, maintain the Improvements and appurtenances thereto in a first-class condition, in a neat, clean, orderly, and attractive condition, except for ordinary wear and tear. Tenant shall cause all maintenance, repairs, and replacements to be of a quality substantially equal to the original material and workmanship. Lessor is the sole judge of the maintenance standards required.

Tenant shall perform all maintenance and repairs in compliance with, and all maintenance and repairs necessary to comply with, all applicable statutes, ordinances, resolutions, regulations, orders, and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over the Airport.

If Tenant fails to perform its maintenance obligations as described herein within thirty (30) days of written notice by County to Tenant of such failure, County shall have the right to enter upon the Premises and to perform such necessary maintenance obligations and Tenant shall be required to reimburse County for the reasonable and actual costs thereof within ten (10) days after receipt of an itemized invoice therefor. If such maintenance obligations are of such a nature that they cannot reasonably be completed within such thirty (30) day period, Tenant shall be deemed to have performed its maintenance obligations within

such thirty (30) day period if Tenant has started such maintenance obligations within such thirty (30) day period and diligently pursues such maintenance obligations to completion.

- B. Lease Maintenance Plan. In order to determine what maintenance is required to maintain the Site Improvements on the Premises in a neat, clean, orderly, and attractive condition, as required by this Lease, through the remaining term of the Lease (such maintenance, the “**Maintenance Work**”), the Lessor and Tenant shall conduct a joint inspection of the Improvements. The joint inspection is to occur (i) simultaneous with the joint inspection undertaken pursuant to Section 16 of the Master Lease, (ii) not earlier than February 1, 2035 and not later than February 1, 2036, or (iii) not earlier than February 1, 2050 and not later than February 1, 2051, or (iv) not earlier than February 1, 2060 and not later than February 1, 2061, as applicable, if the Tenant elects to extend the Lease pursuant to Section 2.B.

The Maintenance Work may include, but is not limited to, the following:

- i. Interior and exterior building improvements, including roof, doors, windows, signage, street facades, painting, flooring, fixtures (i.e., lights, toilets and sinks), et cetera.
- ii. The replacement of asphalt, and the cut and repair of any concrete features on the aircraft ramp and in the driveways and parking lot of the Premises.
- iii. The repair, replacement, and upgrade of HVAC.
- iv. The repair, replacement and upgrade of plumbing and electrical systems in the Site Improvements.

Within ninety (90) days after the joint inspection of the Premises, Tenant shall prepare and submit to the Director of Airports for his or her approval a detailed plan that itemizes the Maintenance Work to be performed (the “**Maintenance Plan**”). The Maintenance Plan must include a timeline for the performance of the Maintenance Work and the expected cost of the Maintenance Work. The Director of Airports will review the Maintenance Plan and approve or disapprove it within thirty (30) days of receipt. If the Maintenance Plan is not approved by the Director of Airports, the Director of Airports shall set forth in writing and notify Tenant of his or her reasons for withholding such approval. Tenant shall thereafter submit a revised Maintenance Plan to the Director of Airports, which approval is to be granted or denied within thirty (30) days of receipt in accordance with the procedures set forth above. The Director of Airports may not unreasonably withhold approval of the Maintenance Plan. If a Maintenance Plan has not been approved by February 1, 2036 or February 1, 2051 or February 1, 2061, as applicable if this Lease is extended, Tenant will be in default of this

Lease. Tenant's failure to prepare the Maintenance Plan is a Default of this Lease.

If at any time the Lessor determines that it will require Tenant to remove a particular Improvement pursuant to Section 29, the Lessor shall give Tenant prompt written notice of such determination, and thereafter Tenant will not be required to comply with the terms of this Section 16 with respect to such Improvement. Notwithstanding the above, Tenant has an ongoing obligation to maintain all Improvements in accordance with Section 16.A.

- C. Plans and Lessor's Approval. Prior to commencing any Maintenance Work, Tenant shall obtain the Director of Airports' written approval of all plans prepared by architects, engineers or contractors that relate to the Maintenance Plan, and all modifications or amendments thereto (including all working drawings and other supplements thereto, but excluding immaterial field changes).
- D. Tenant Responsibility for Maintenance Work. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the Maintenance Work. Approval of the Maintenance Plan by the Director of Airports does not constitute a representation or warranty as to its conformity with other requirements, and responsibility therefor remains at all times in Tenant.

Tenant shall cause all Maintenance Work to be constructed in conformance with: (i) all requirements of the Lessor, (ii) the Maintenance Plan, (iii) all applicable statutes, ordinances, building codes, Airport Policy and Standards for Development, and rules and regulations of the Lessor, and (iv) the rules and regulations of all other authorities having jurisdiction over the Premises or Tenant's operations thereon, including, but not limited to, the Contra Costa County Department of Conservation and Development, the Contra Costa County Public Works Department and the Federal Aviation Administration.

- E. Performance Bond. Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor a performance bond of a surety company licensed to transact business in the State of California, or other type of security satisfactory to the Lessor, that (i) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Work that is being performed, (ii) names Tenant as principal, and (iii) guarantees faithful performance of all construction work associated with the Maintenance Plan by April 1, 2056, or such date as is identified in the Maintenance Plan as the date the maintenance work will be completed. The performance bond or other security must be in a form acceptable to the Lessor.
- F. Payment Bond. Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and

expense, furnish to the Lessor either of the following: (i) a payment bond of a surety company licensed to transact business in the State of California that (x) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Plan and all other necessary appurtenances specific therein, and (y) guarantees the payment of all labor, materials, provisions, supplies and equipment used in, upon, for or about the performance of the construction work; or (ii) an alternate form of security that is acceptable to the Lessor in its sole discretion. The payment bond must be in a form acceptable to the Lessor and must satisfy the requirements of California Civil Code section 3248.

- G. Inspection and Acceptance. Tenant shall obtain all applicable permits and authorizations of, all local, state, federal and other government agencies and entities that have jurisdiction over the Maintenance Work, including but not limited to, the Contra Costa County Department of Conservation and Development and the Contra Costa County Public Works Department. All Maintenance Work is subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Maintenance Work. Nothing in this Lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Maintenance Work.
- H. No Warranties. The inspection, testing and acceptance by the Lessor under this or any other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by the Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and of the Maintenance Plan as approved by the Lessor, nor is the Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.
- I. Engineering. Tenant is responsible for all engineering work and the accuracy thereof. Any material deviations from the Maintenance Plan approved by the Director of Airports must have prior written approval by the Lessor.
- J. Paving and Concrete. As required under Section 16, and as necessary during the Term of this Lease, Tenant shall upgrade the pavement for the driveways and parking areas within the Premises to enable them to accommodate the heaviest vehicle expected to operate in the area. When installed, the pavement must have an expected pavement life of at least twenty (20) years. All road access must be in compliance with Lessor Public Works Department standards.
- K. Notice of Non-Responsibility. Tenant shall cause a notice of the Lessor non-responsibility to be posted and recorded by Tenant during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice must be filed with the Lessor Recorder and mailed to the Director of Airports after filing.

L. Storage on Premises. No materials, supplies, products, equipment or other personal property that is not directly necessary for the light industrial business uses described in Section 117, Use of Premises, and no vehicles other than the personal vehicles of the employees, guests and invitees of Tenant or its subtenants, shall be permitted to remain on any portion of the Premises without the prior written consent of the Director of Airports. Tenant shall store personal property items, supplies and materials and combustibles inside the Tenant's Site Improvements in a safe, neat and sanitary manner.

17. Lawful Conduct. Tenant shall obey and observe, and shall ensure that all persons entering upon the Premises obey and observe, all the terms and conditions of this Lease and all statutes, ordinances, resolutions, regulations, orders, and policies now in existence or adopted from time to time by the United States, (including, but not limited to, the Federal Aviation Administration) the State of California, the County of Contra Costa, the Central Contra Costa Sanitary District, the San Francisco Bay Regional Water Quality Control Board, and all other government agencies with jurisdiction over the Airport (collectively, the "**Applicable Laws**") including, but not limited to, Applicable Laws concerning health, safety, fire, accessibility, police, and the environment.

Tenant shall pay all fines and penalties levied against it by any government agency for Tenant's violation of any Applicable Law associated with activities on the Premises.

18. Waste, Quiet Conduct, Nuisance, Pollution. Tenant may not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing that may disturb the quiet enjoyment or the use of the Airport or surrounding property.

Tenant shall provide, as legally required, a separate drainage, collection, and/or liquid waste separation system to ensure that no untreated liquid waste from any type of Tenant operation, including aircraft cleaning and oil change operations, enters the Airport storm drainage or sanitary system.

Tenant may not permit any activity on the Premises that produces unlawful or excessive amounts or levels of air pollution, (e.g., gases, particulate matter, odors, fumes, smoke, dust), water pollution, noise, glare, heat emissions, trash or refuse accumulation, vibration, prop-wash, jet blast, electronic or radio interference with navigational and communication facilities used in the operation of the Airport or by aircraft, or any other activity that is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.

19. Hazardous Materials.

A. Definition of Hazardous Materials. As used in this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, hazardous or radioactive material, or hazardous waste, pollutant or contaminant at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Premises. Hazardous Materials include the following: (i) Any "hazardous waste," "extremely hazardous waste,"

or “restricted hazardous waste,” as defined in Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) any “hazardous substance” as that term is defined in Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) any material or substance listed as a chemical known to cause cancer or reproductive toxicity pursuant to Section 6380 of the California Labor Code, Division 5, Part 1, Chapter 2.5 (Hazardous Substances Information and Training Act); (iv) any “hazardous waste” as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* (42 U.S.C. Section 6903); (v) any “hazardous substance” as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* (42 U.S.C. Section 9601); (vi) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local statute, ordinance, resolution, regulation, order, policy, or requirement, including applicable consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect; (vii) any petroleum product; (viii) any radioactive material, including any “source materials”, “special nuclear materials”, or “byproduct material” as defined in 42 U.S.C. Section 2011 *et seq.*; (ix) any asbestos in any form or condition; and (x) any polychlorinated biphenyls (PCBs) and any substances or any compounds containing PCBs.

- B. Use of Hazardous Materials. Tenant may not cause or permit its officers, employees, agents, contractors, renters, guests or invitees to cause, any Hazardous Material, as defined in this Section, to be generated, brought onto, stored, used, emitted, released, discharged or disposed of in, on, under, or about the Premises , except for limited quantities of (i) standard office and janitorial supplies containing chemicals categorized as Hazardous Materials; (ii) motor oils, hydraulic fluids, fuel and other materials commonly used in aircraft storage and fueling facilities; (iii) such other Hazardous Materials as are customarily used in connection with the intended use contemplated herein or approved in advance in writing by Lessor. During the term of this Lease, Tenant shall strictly comply with all applicable laws, statutes, ordinances, regulations, orders, etc., in effect that relate to public health and safety and protection of the environment including, but not limited to those identified in this Section (“**Environmental Laws**”).
- C. Notification to the Director of Airports. If, during Term of this Lease, Tenant becomes aware of (i) any actual or threatened release of any Hazardous Materials on, under, or about the Premises other than as described in the Rosso Report; or (ii) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material on, under, or about the Premises, Tenant shall (i) immediately provide verbal notification to the Director of Airports and (ii) provide written notification of such release or investigation to the Director of Airports within twenty-four (24) hours after learning of it. In the

event Tenant receives any claims, notices of violation, reports, or other writing concerning the aforementioned release or investigation, Tenant shall furnish copies of all such materials to Lessor no later than the business day following Tenant's receipt thereof.

Notification to the Director of Airports under this Section does not relieve Tenant of any obligation to notify any government agency under any Applicable Law.

- D. Indemnification. Tenant shall, at Tenant's sole expense and with legal counsel reasonably acceptable to Lessor, indemnify, protect, defend, and hold harmless Lessor and Lessor's officers, employees, agents, and contractors from and against any and all demands, losses, claims, costs, suits liability and expenses including without limitation, attorney's fees and consultant fees arising out of or relating to the violation of any Environmental Laws or the use, handling, generation, emission, release, discharge, storage or disposal of any Hazardous Materials by Tenant or Tenant's officers, employees, agents, contractors, subtenants, renters, guests or invitees.
- i. This indemnification applies whether or not the concentration of such Hazardous Materials exceeds state or federal maximum contaminant or action levels or whether any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (i) losses attributable to diminution in the value of the Premises; (ii) loss or restriction of use of rentable space on the Premises; (iii) adverse effect on the marketing of any rental space on the Premises; and (iv) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Premises and surrounding properties).
  - ii. This indemnification clause will survive any expiration or termination of this Lease.
  - iii. Tenant is not required to indemnify Lessor against liability to the extent arising as a result of, and shall have no responsibility for, (a) Hazardous Materials that are present in, on, under or about the Premises as of the Effective Date, including, without limitation, any Hazardous Materials identified in the Rosso Report or the tables appended thereto, or (b) Hazardous Materials that migrate from surrounding or adjacent property, unless such migration is caused by Tenant's activities on the Premises or on the surrounding or adjacent property.
20. Stormwater Discharge. Lessor has applied for and received a National Pollutant Discharge Elimination Permit ("NPDEP") under the Federal Clean Water Act, which covers Tenant's operations on the Premises. In accordance with Section 17, Lawful Conduct, of this Lease, Tenant shall comply with (i) all laws and regulations arising

under the Federal Clean Water Act that are applicable to Tenant's operations on the Premises; and (ii) Lessor's NPDEP.

Except to the extent permitted by Lessor's NPDEP, Tenant shall ensure that no pollution or Hazardous Materials of any type is discharged into the stormwater system at the Airport, and shall comply with Lessor's NPDEP in all respects and in accordance with the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises, and any amendments thereto, and in accordance with all applicable laws and regulations and other Lessor requirements. Copies of the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises will be maintained on file at the Contra Costa County Public Works Department and are incorporated herein by reference.

In the event Tenant conducts any type of operation on the Premises that allows pollutants of any kind to enter the Airport's storm water system in violation of the above (a "**Storm Water Release**"), then Tenant shall notify County in writing that such event has occurred. If Tenant allows another Storm Water Release to occur after Tenant's written notice to County, then Tenant shall provide and install, at Tenant's sole expense, a separate drainage, collection, and/or separation system ("**Storm Water Equipment**") to ensure that (i) no untreated liquid waste that is prohibited from being discharged directly into the storm drainage or sanitary system may enter the storm drainage system or sanitary system of the Airport, and (ii) no pollution of any type or any hazardous material as defined in Section 19, Hazardous Materials, will be discharged into the storm water system at the Airport except to the extent such discharge complies with the NPDEP in all respects.

Tenant is responsible for any Storm Water Release by Tenant, its officers, employees, agents, contractors, renters, guests or invitees during the entire term of this Lease. Any fine or remedial action required of Lessor, by any agency or agencies having jurisdiction over the Airport, as a result of actions or discharges from the Premises by Tenant, its officers, employees, agents, contractors, renters, guests or invitees, will be charged to Tenant, and Tenant shall immediately reimburse Lessor for these costs upon demand. In addition, except to the extent permitted by Lessor's NPDEP, any discharge of pollutants or Hazardous Materials, as defined herein, on or from the Premises by Tenant is a Default under this Lease.

21. Rules and Regulations. Tenant shall observe and obey all policies, rules, and regulations promulgated by Lessor's Board of Supervisors and any other government entities or agencies having jurisdiction over the Airport.
22. Noise Ordinance. Tenant shall comply with County Ordinances 87-8 and 88-82, as amended, and all other rules and ordinances relating to noise standards at the Airport, as may be approved from time to time by the County Board of Supervisors.
23. Security. Lessor has no obligation to provide security to the Premises. Tenant shall provide, through the use of buildings, structures, walls, fences, gates and similar barriers, or a combination thereof, uninterrupted on-site security at all times for the prevention of

unauthorized pedestrian and vehicular access to the aircraft operating area by way of the Premises. Tenant shall control direct or indirect points of entry to the aircraft operating area to accommodate authorized individuals and authorized vehicles in compliance with FAA and Airport security requirements. Tenant shall also provide security for on-site facilities, such as vehicular parking lots, buildings, hangars and fueling facilities on the Premises. Tenant shall provide adequate lighting to provide for all-night illumination of the perimeter of all buildings on the Premises, including, aprons, aircraft tie-down areas, vehicular parking lots and pedestrian walkways surrounding the Premises. If at any time during the Term of this Lease additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over the Airport, Tenant shall comply with said security requirements at Tenant's sole expense. If Airport is fined by FAA for a security violation caused by Tenant, Tenant shall immediately reimburse Lessor upon demand.

24. Indemnification. Tenant shall defend, hold harmless, and indemnify the Indemnitees (as defined below) from Liabilities (as defined below).
- A. **"Indemnitees"** means Lessor, its governing body, elective and appointive boards, commissions, officers, employees, representatives and agents.
  - B. **"Liabilities"** means any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of an Act (as defined below) and such liabilities shall include, but are not limited to personal injury, death, property damage, inverse condemnation claims of third parties or any combination of these, and including the defense of any suits or actions at law or equity concerning these.
  - C. An **"Act"** means any act, intentional or negligent, or omission by Tenant, its officers, employees, agents, representatives, invitees, contractors, subtenants, renters or guests in connection with the occupancy and use of the Premises by Tenant, its shareholders, or any subtenant, renter or assignee, or the matters covered by this Lease, or claimed to be attributable to Tenant, its officers, employees, agents, representatives, invitees, contractors, subtenants, renters, guests, assignees, or one or more of them.
  - D. The promise and agreement in this Section are not conditioned or dependent on whether Tenant or Lessor has prepared, supplied, or approved any plans or specifications in connection with work performed pursuant to Section 15-<sup>2</sup>, Alterations and Additions, or Section 16-<sup>2</sup>, Maintenance, Repair and Storage, or has insurance or other indemnification covering any of these matters. This indemnification clause will survive any expiration or termination of this Lease.
25. Insurance. Tenant shall procure and maintain, at its own cost and expense, at all times during the Term of this Lease, the following policies issued by insurance companies authorized to do business in California, with a financial rating of at least an A-status (unless otherwise stated below) as rated in the most recent edition of Best's Insurance Reports:

- A. Commercial General Liability and Property Damage Insurance. Tenant shall obtain and maintain, owner, landlord, and tenant commercial general liability insurance with a financial rating of at least an A- or P status (pooled insurance coverage) covering and insuring all parties hereto (including naming Contra Costa County and its officers, agents, and employees as additional insureds under the policy or policies) with a minimum combined single limit coverage of One Million and No/100 Dollars (\$1,000,000.00) for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence arising out of Tenant's leasehold interest in, or maintenance or use of, the Premises and all operations necessary or incidental thereto. Liability insurance will be factored periodically to maintain adequate coverage.
- B. Property and Fire Insurance. Tenant shall insure for fire and extended coverage risks all personal property, improvements, and alterations in, on, or about the Premises. Such insurance must be in an amount equal to one hundred percent (100%) of insurable, full replacement value of any improvements located on thereon, and include vandalism and malicious mischief endorsements. Such property insurance policies must contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder.
- C. Worker's Compensation. Tenant shall obtain workers' compensation insurance as required by law, covering all employees of Tenant, and such insurance shall be kept in force during the entire Term of this Lease.
- D. Form of Policies. Tenant shall cause all policies of insurance required by this Section to be in such standard form and written by such qualified insurance companies as is satisfactory to Lessor. Tenant shall provide evidence of such insurance to Lessor in the form of (i) a copy of the policies, and (ii) a duly executed certificate of insurance. All of such certificates shall name "Contra Costa County, its officers, agents, and employees" as additional insureds. Said policy or policies or certificates shall contain a provision that written notice of policy lapses, cancellation or any changes thereto shall be delivered to Lessor no fewer than thirty (30) days in advance of the effective date thereof.
- E. Notice. Tenant shall give Lessor prompt and timely notice of any claim made or suit instituted of which it has knowledge and which could in any way directly, contingently or otherwise, affect either Tenant or Lessor or both, and both Tenant and Lessor shall have the right to participate in the defense of such claim or suit to the extent of its respective interest.
26. Taxes. Tenant agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, and other charges that are levied and assessed upon Tenant's interest in the Premises, or upon Tenant's personal property installed or located in or on the Premises, by Contra Costa County and other legally authorized government authority. Tenant may pay any taxes and assessments under protest, without liability, cost or expense to Lessor, to contest the amount in good faith.

27. Inspection, Access and Notice. Upon twenty-four (24) hour written notice to Tenant, Lessor and its agents may enter and inspect the Premises and any and every building, structure, or improvement thereon. Lessor also has the right to serve or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or this Lease, including but not limited to a notice pursuant to Section 3094 of the Civil Code. Lessor is not liable in any manner for any inconvenience, disturbance, loss of business, or other damage arising out of Lessor's entry on the Premises as allowed in this Section. Lessor shall conduct its activities as allowed in this Section in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant and its employees, agents, invitees, contractors, subtenants, renters and guests, and may not materially interfere with access to or use of the Premises. Tenant shall provide an access gate through the Premises for emergency vehicles.

28. Assignment and Encumbrances. Except as permitted by Section 12 above and Section 35 below, Tenant may not voluntarily sell, assign, transfer or encumber (each, a "Transfer"), its interest in this Lease or in the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Lessor's written consent, which may not be unreasonably withheld. Notwithstanding the foregoing sentence, with respect to any Transfer for which Lessor's consent is required, Lessor has the right to require financial and other information from a proposed assignee, purchaser, transferee or other encumbering party (each, a "Transferee"), to make its decision, and Tenant shall assist Lessor in obtaining such information from any proposed Transferee. Any Transfer without Lessor's prior written consent is voidable and, at Lessor's election, constitutes a Default. Any consent to a Transfer does not constitute a further waiver of the provisions of this Section.

If Tenant is a corporation or a limited liability company, any (i) dissolution, merger, consolidation, or other reorganization of Tenant, or (ii) sale or other transfer of a controlling percentage of the capital stock or membership interests, as the case may be, of Tenant, or (iii) sale of fifty percent (50%) of the value of the assets of Tenant, will be deemed a voluntary assignment. The phrase "controlling percentage" means (a) in the case of a corporation, the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors and (b) in the case of a limited liability company, ownership of, and the right to vote, membership interests possessing more than fifty percent (50%) of the total combined voting interests of Tenant.

If Tenant is in default of monetary obligations to Lessor pursuant to this Lease, Tenant immediately and irrevocably assigns to Lessor, as security for Tenant's monetary obligations under this Lease, all rent from any subletting of all or part of the Premises as permitted by this Lease. A receiver for Tenant appointed on Lessor's application, may collect such rent and apply it toward Tenant's obligations under this Lease.

29. Surrender of Possession.

- A. Improvements. Title to all Improvements, including all alterations or additions (including Unauthorized Additions) thereto, will remain in Tenant until the expiration, cancellation, or other earlier termination of this Lease. Upon expiration, cancellation or other earlier termination of this Lease, except as otherwise provided herein, title to all Improvements will automatically vest in Lessor and will remain on and will be surrendered with the Premises.

If Lessor does not desire title to any portion of the Site Improvements, Lessor shall notify Tenant in writing as soon as practicable which of the Site Improvements are to be removed by Tenant (the “**Excluded Improvements**”). Tenant shall remove the Excluded Improvements above ground level, within one hundred twenty (120) days following the effective date of such notice.

If Tenant fails to remove the Excluded Improvements, Lessor may remove them at Tenant’s expense, and, upon written demand by Lessor, Tenant shall immediately reimburse Lessor, in full, for all of the costs and expenses incurred by Lessor in removing the Excluded Improvements.

Within thirty (30) days after expiration, cancellation, or termination of this Lease, Tenant shall surrender to Lessor the Premises and all improvements, including alterations and additions, in good condition (ordinary wear and tear and destruction to the Premises covered by Section 32<sup>2</sup>, Destruction, excepted). If Tenant is required to remove Excluded Improvements, Tenant shall surrender that portion of the Premises where the Excluded Improvements are located within one hundred twenty (120) days after the expiration, cancellation, or termination of this Lease in good condition (ordinary wear and tear and destruction to such Premises covered by Section 32<sup>2</sup>, Destruction, excepted). If Tenant fails to surrender the Premises to Lessor on expiration, cancellation, or termination of this Lease, Tenant shall defend, indemnify, and hold Lessor harmless from any and all claims, liability, costs, and damages resulting from Tenant’s failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant or renter.

- B. Personal Property. Title to personal property belonging to Tenant will remain in Tenant at all times during the Term of this Lease, and Tenant has the right at any time to remove any or all of its personal property from the Premises, provided that upon any such removal, Tenant shall repair, at Tenant’s expense, any damage resulting therefrom and leave the Premises in a clean and neat condition.
- C. Removal of Personal Property. If Tenant fails to remove any personal property from the Premises within thirty (30) days after the expiration, cancellation, or termination of this Lease, such personal property may be removed by Lessor at Tenant’s expense, by charging such expense to the Security Deposit, as provided in Section 8, Additional Payment Provisions. If Lessor’s cost to remove personal property from the Premises exceeds the amount of the Security Deposit, then Tenant shall reimburse Lessor the difference between Lessor’s cost and the

amount of the Security Deposit, immediately upon receipt of Lessor's written demand therefor.

D. Effectiveness. The provisions of this Section will survive the expiration, cancellation or earlier termination of this Lease.

30. Default. The occurrence of any of the following is a "**Default**" by Tenant:

- A. Tenant's failure to pay any Rent or other charges when due, if the failure continues for thirty (30) days after such payment is due. Notwithstanding the foregoing, failure to pay any Rent or other charges when due twice in any twelve (12) month period is a Default without further notice from Lessor.
- B. Tenant's failure to undertake such reasonable maintenance of the Premises as directed by the Director of Airports, if the failure continues for thirty (30) days after notice of any reasonably required maintenance has been given to Tenant. If, in the sole and reasonable discretion of the Director of Airports, the required maintenance cannot be completed within thirty (30) days, Tenant is not in Default of this Lease if Tenant commences to perform the maintenance within the thirty (30) day period and diligently and in good faith continues to perform the maintenance to completion.
- C. Tenant's failure to cure a safety hazard immediately upon notice from Lessor to do so. If, in the sole discretion of the Director of Airports, the required cure of the noticed safety hazard cannot be completed within twenty-four (24) hours, Tenant is not in Default of this Lease if Tenant commences to cure the failure within the twenty-four (24) hour period and diligently and in good faith continues to cure the Default as soon as reasonably possible.
- D. Tenant's failure to provide any instrument or assurance or estoppel certificate required by this lease if the failure continues for twenty (20) business days after written notice of the failure from Lessor to Tenant.
- E. Tenant's failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after written notice of the failure from Lessor to Tenant. If, in the sole and reasonable discretion of the Director of Airports, the required cure of the noticed default cannot be completed within thirty (30) days, Tenant is not in Default of this Lease if Tenant commences to cure the Default within the thirty (30) day period and diligently and in good faith continues to cure the Default to completion.
- F. The committing of waste on the Premises, including any intentional act by Tenant to harm the Premises.
- G. Tenant's failure to comply with any of the provisions of Section 36, Non-Discrimination.
- H. To the extent permitted by law:

- i. A general assignment is given by Tenant or any guarantor of the Lease for the benefit of creditors.
- ii. The filing by or against Tenant or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days of its filing.
- iii. The appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is unconditionally restored to Tenant or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved.
- iv. Any execution or other judicially authorized seizure of all or substantially all of the assets of Tenant located on the Premises, or of Tenant's interest in this lease, unless that seizure is discharged within thirty (30) days.

When this Lease requires service of notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure section 1151 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or similar notice required by this Lease) in the manner required by Section 41, Notices, will replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure section 1162 or any similar or successor statute.

31. Lessor's Remedies. Lessor has the following remedies upon the occurrence of a Default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law:

- A. Lessor may terminate this Lease and Tenant's right to possession of the Premises at any time. No act by Lessor other than giving written notice to Tenant shall terminate this Lease. Lessor's acts of maintenance, efforts to re-let the Premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this Lease do not constitute a termination of Tenant's right to possession. Upon termination of this Lease, Lessor has the right to recover from Tenant:
  - i. The worth, at the time of the award, of the unpaid Rent and fees that had been earned at the time of the termination of this Lease;
  - ii. The worth, at the time of the award, of the amount by which the unpaid Rent and fees that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent and fees that Tenant proves could have been reasonably avoided;
  - iii. The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the

amount of the loss of Rent and fees that Tenant proves could have been reasonably avoided; and

- iv. Any other amount, and court costs, necessary to compensate Lessor for all detriment proximately caused by Tenant's Default.

"The worth, at the time of the award," as used in (i) and (ii) of this Section, is to be computed by allowing interest at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less. "The worth, at the time of the award," as used in (iii) of this Section, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

- B. Lessor, at any time after the occurrence of a Default described in Section 30.B, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the thirty (30) day notice period described in Section 30.B.
  - C. Lessor, at any time after the occurrence of a Default described in Section 30.C, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the twenty-four (24) hour notice period described in Section 30.C or fails to diligently and in good faith continue to cure the Default as soon as reasonably possible.
  - D. If Lessor at any time, by reason of Tenant's Default, pays any sum to cure a Default or does any act that requires the payment of any sum, the sum paid by Lessor will be due from Tenant to Lessor within thirty (30) days from the time the sum is paid, following written notice by Lessor to Tenant of the amount due. If such amount is not paid within thirty (30) days of the notice, the amount due will bear interest at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less, from the date the sum is paid by Lessor until Lessor is completely reimbursed by Tenant. The amount due from Tenant, together with interest accrued thereon, is Additional Rent.
32. Destruction. Tenant shall notify Lessor in writing of any damage to the Premises resulting from fire, earthquake or any other event of a sudden, unexpected or unusual nature.
- A. Twenty-Five Percent or Less. In the event of damage to or destruction of any Improvement valued at twenty-five percent (25%) or less of the then-replacement value of the Improvement, Tenant shall repair or replace the Improvement and no rent abatement will apply.
  - B. Greater than Twenty-Five Percent. In the event of damage to or destruction of any Improvement valued in excess of twenty-five percent (25%) of the then-replacement value of the Improvement, Tenant has the option to either terminate this Lease or to repair or replace the Improvement so it is in substantially the same condition as it was in immediately before such damage or destruction.

Tenant shall give written notice of its election to Lessor within thirty (30) days of the date of the loss or destruction of the Improvement. If Tenant elects to terminate this Lease, this Lease shall terminate as of the date of Tenant's notice to Lessor. If Tenant elects to rebuild, Tenant is entitled to a proportionate reduction of Ground Rent (i) while repairs are being made, or (ii) for six months, whichever is less, unless Tenant is compensated by insurance for rent due Lessor, in which case no rent abatement will apply. The proportionate reduction in rent will be calculated by multiplying the monthly rent by a fraction, the numerator of which is the number of square feet that are unusable by the Tenant and the denominator of which is the total square feet in the Premises.

Tenant will have one hundred eighty (180) days to commence repair or restoration of the Improvements and shall diligently pursue the completion of the repair or restoration.

33. Condemnation.

- A. If the whole or any part of the Premises is taken as a result of the exercise of the power of eminent domain or is conveyed to any entity having such power under threat of exercise thereof (both such actions being hereinafter referred to as "Condemnation"), this Lease will automatically terminate as to the portion taken as of the date physical possession is taken by the condemner. The value of any damages to the remainder of the Premises sustained by Tenant and Lessor as a result of a Condemnation action will be determined by a court of law or by negotiation and agreement with the condemner.
  
- B. If the remaining part of the Premises is not reasonably suitable for the use described in Section 11, Use of Premises, as reasonably determined by Tenant, this Lease may be terminated by either Lessor or Tenant through written notice to the other party within thirty (30) days of the condemning agency's adoption of a resolution of necessity (or such agency's equivalent determination), to condemn the whole or any portion of the Premises. If a Condemnation takes (i) twenty-five percent (25%) or more of the Premises, or (ii) the portion of the Premises providing Tenant access to the Site Improvements, Tenant may terminate this Lease by providing Lessor written notice within thirty (30) days of the condemning agency's adoption of a resolution of necessity (or such agency's equivalent determination), to condemn such portion of the Premises. If the remaining part of the Premises is reasonably suitable for the operation of the business described in Section 11, Use of Premises, as reasonably determined by Tenant, this Lease will continue in full force and effect as to such remaining part. If this Lease is not terminated as of the date of such Condemnation, Ground Rent will be reduced to an amount equal to the product of (i) the then-current Ground Rent multiplied by (ii) a fraction, the numerator of which is the number of square feet of the Premises remaining after such Condemnation, and the denominator of which is the number of square feet of the Premises prior to such Condemnation.

In the event that all or any part of the Premises is taken by Condemnation or

conveyed in lieu thereof, both parties have the right to pursue a condemnation award against the condemning agency. To the extent allowed by law, Tenant is entitled to any award for lost business, the residual value of its leasehold interest, moving expenses, and the depreciated value of any fixtures or property improvements installed and not removed by Tenant. Lessor is entitled to all other amounts awarded, including but not limited to, all amounts awarded for land value. No claim made by or payment to Tenant will diminish or otherwise adversely affect Lessor's award. Provided the Lessor is not the condemning agency, Tenant will not have, and may not make, any claim against Lessor for any loss, damage or other matter arising out of any Condemnation.

34. Cancellation by Lessor. If Lessor requires the Premises for purposes other than auxiliary aviation and aircraft storage, Lessor may terminate this Lease with not less than twelve months' prior written notice to Tenant (the "**Material Change Termination Option**"). The written notice provided by Lessor will specify the date on which the Lease will terminate (the "**Termination Date**"). The Termination Date may not be sooner than the tenth anniversary of the Effective Date.

If Lessor exercises its Material Change Termination Option, Lessor shall pay Tenant an amount equal to (i) the value of Tenant's remaining interest in the Premises based on the fair market value of the remaining term of the Lease and any other relevant factors, and (ii) the then-existing fair market value of the Site Improvements (collectively, the "**Termination Value**"). Payment of the Termination Value is due within ten (10) days of the earlier to occur of (i) the Termination Date and (ii) Tenant's satisfaction of the return conditions set forth in Section 16. The Termination Value will be determined using the methodology set forth in Section 6.

Tenant has no right to recover the value of its Improvements in the event the Lease is terminated as a result of Tenant's Default or for any reason other than as specified in this Section.

35. Financing of Leasehold Estate.

- A. Tenant's Right to Encumber. Subject to the conditions set forth below, Tenant may, at any time, encumber, at its discretion, all or any portion of its interest in the Lease, the leasehold estate, and the Site Improvements by mortgage (a "**Leasehold Mortgage**"). Tenant may each have only one Leasehold Mortgage outstanding at any time. Any Leasehold Mortgage will be subject and subordinate to all rights and interests of Lessor and will be a lien only on Tenant's interests in and to this Lease and the leasehold estate, and will not be a lien on Lessor's fee interest in the Premises or reversionary interest in the Site Improvements. Any Leasehold Mortgage is subject to the terms and provisions of this Lease and the holder of the Leasehold Mortgage (the "**Mortgagee**"), or anyone claiming by, through or under the Mortgagee, will not, by virtue of the Leasehold Mortgage, acquire any greater rights hereunder than Tenant has under this Lease. Tenant shall deliver to Lessor copies of all documents recorded to evidence any and all Leasehold Mortgages and all notices of default received by

Tenant from a Mortgagee. Tenant shall also cause the Mortgagee to deliver copies of default notices to Lessor, simultaneously upon mailing to Tenant.

- B. Tenant's Obligations. Tenant covenants and agrees to pay the indebtedness secured by a Leasehold Mortgage when the same becomes due and payable and to perform, when such performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under a Leasehold Mortgage.
- C. Rights of Mortgagee. A Mortgagee may enforce its rights under its Leasehold Mortgage and acquire title to the Tenant's leasehold estate in any lawful way. Subject to this Lease, including without limitation, the "Use of Premises" and "Rent" provisions hereof, and all other terms, provisions and conditions of this Lease, upon foreclosure (or assignment in lieu of foreclosure) of such Leasehold Mortgage and the Director of Airports' receipt of a copy of the final judgment confirming the sale (or written assignment in lieu of foreclosure), the successor in interest may take possession of that portion of the leasehold estate subject to the Leasehold Mortgage. During such time as the Mortgagee or any successor in interest is the owner and holder of the leasehold estate and Tenant's interest hereunder, whether by foreclosure or otherwise, such interests are subject to all of the terms, conditions and provisions of this Lease.
- D. Rights of Mortgagee to Cure. Lessor shall provide Mortgagee with a copy of any notice of default served upon Tenant by Lessor, provided that Lessor has been notified in writing of the name and address of such Mortgagee. Lessor agrees that if Tenant fails to cure such default within the time provided for in this Lease, then the Mortgagee may have an additional thirty (30) days to cure such default, or if such default cannot be cured within that time, then Mortgagee may have an additional sixty (60) days to cure such default, if within such thirty (30) days, the Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default.
- E. Notice of Compliance. Upon written request by Tenant, Lessor shall execute, acknowledge, and deliver to Tenant or to any Mortgagee, a written statement stating (i) whether the Lease is unmodified and is in full force and effect, and if modified, whether the modified Lease is in full force and effect, and stating the nature of the modification, (ii) whether Lessor is aware of any Default by Tenant in the performance or observance of any term or condition of this Lease, (iii) whether any notice has been given to Tenant of any Default that has not been cured (and, if so, specifying the nature of the Default) and (iv) any other information reasonably requested of Lessor.

36. Non-Discrimination.

- A. Tenant hereby covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation ("DOT") program or activity is

extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, (“**49 CFR Part 21**”), and as such regulations may be amended.

- B. Tenant hereby covenants and agrees: (i) that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of the Premises on the grounds of race, color, sex, or national origin; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, sex, or national origin; and (iii) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as such regulations may be amended.
- C. In the event of a breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of any appeal rights.
- D. Tenant shall furnish its accommodations and services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- E. Noncompliance with subsection D. above constitutes a material breach thereof and, in the event of such noncompliance, Lessor has the right to terminate this Lease without liability therefore or, at the election of Lessor or the United States, either Lessor or the United States government, or both have the right to judicially enforce the provisions of subsection D.
- F. Tenant agrees that it shall insert the above subsections A through E in any sublease agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations or services, or both to the public on the Premises.
- G. In the event Tenant employs anyone on the Premises or in connection with its activities on the Premises, Tenant assures that it will undertake an Affirmative Action program (as such term is defined by 14 CFR Part 152, Sub-part E (“**Sub-part E**”)), as required by Sub-part E to ensure that no person is excluded from participating in any employment activities covered by Sub-part E on the grounds of race, creed, color, national origin, or sex. Tenant assures Lessor that no person will be excluded on these grounds from participating in or receiving the services

or benefits of any program or activity covered by Sub-part E. Tenant assures Lessor that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake Affirmative Action programs, and that they will require assurances from their suborganizations, as required by Sub-part E, to undertake the same effort.

37. Operation of Airport by Lessor.

- A. Aviation Hazards. Lessor shall take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, including preventing Tenant from constructing, or permitting the construction of, any building or other structure on the Premises that, in the opinion of Lessor or the Federal Aviation Administration, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- B. Navigational Aids. Lessor reserves the right during the Term of this Lease, including any Renewal Term or holdover period, to install air navigational aids, including lighting, in, on, over, under, and across the Premises. In the exercise of any of this right, Lessor shall give Tenant no less than ninety (90) days written notice of its intention to install air navigational aids. Following installation, Lessor is responsible for the maintenance and operation of air navigational aids.

38. Airport Use and Development.

- A. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance.
- B. Lessor reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities at the Airport, together with the right to direct and control all activities of Tenant in this regard.
- C. This Lease is subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, including but not limited to the Federal Aviation Administration, relative to the development, operation, and maintenance of the Airport.
- D. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight includes the right to cause in said airspace all noise inherent in the operation of any aircraft used for navigation or flight through said airspace, and all noise inherent in landing at, taking off from, and operations at the Airport.

39. Development of Premises.

- A. Tenant shall comply with the notification and review requirements covered by 14 CFR Part 77 of the Federal Aviation Regulations in connection with any construction, modification or alteration of any present or future building or structure situated on the Premises.
- B. Tenant may not cause or permit the construction of any structure or object, or the growth of any tree on the Premises, to exceed the established height contours. In the event the aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at Tenant's sole cost and expense.
- C. Tenant may not use or develop the Premises in any manner that might interfere with or otherwise constitute a hazard to the landing and taking off of aircraft from the Airport or otherwise constitute a hazard (an "**Interference Hazard**"). Upon learning of any Interference Hazard, Lessor may enter upon the Premises and cause the abatement of such Interference Hazard at the sole cost and expense of Tenant.
- D. Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 40103) or to consent to future construction, modification or alteration.
- E. This Lease and all of its provisions are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during a time of war or national emergency.

40. Choice of Law. This Lease is governed by the laws of the State of California.

41. Notices. Any and all notices to be given under this Lease, or otherwise, may be served by enclosing same in a sealed envelope addressed to the party intended to receive the same, at its address set forth herein, and deposited in the United States Post Office as certified mail with postage prepaid. When so given, such notice will be effective from the third date of its mailing. Notices may also be given via a reputable overnight courier service, effective on the next business day following delivery of the notice to the courier service for next day business delivery. Unless otherwise provided in writing by the parties hereto, the address of Lessor, and the proper party to receive any such notices on its behalf, is:

Director of Airports  
Contra Costa County Airports  
550 Sally Ride Drive  
Concord, CA 94520-5550

and the address of Tenant is: Urban Air Mobility, LLC

c/o Nearon Enterprises  
101 Ygnacio Valley Road, Suite 450  
Walnut Creek, CA 94596  
Attention: Anthony Perino

With a copy to:

Urban Air Mobility, LLC  
2835 Contra Costa Blvd., Suite A  
Pleasant Hill, CA 94523  
Attention: Mark Scott

42. Time is of the Essence. Time is of the essence for each provision of this Lease.
43. Binding on Successors. The terms of this Lease inure to the benefit of and bind the heirs, successors, executors, administrators and assigns of the parties hereto, subject to the limitations on assignment of this Lease.
44. Invalid Provisions; Severability. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, such invalidity does not invalidate any other covenant, condition or provision of this Lease, provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Tenant in their respective rights and obligations contained in the valid covenants, conditions and provisions of this Lease.
45. Entire Agreement. This Lease and all exhibits (which are incorporated herein and made a part of this Lease by this reference) referred to in this Lease constitute the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior or contemporaneous understandings or agreements of the parties. No alterations or variations of this Lease are valid unless they are in writing and signed by Lessor and Tenant.
46. Cumulative Rights and Remedies. The rights and remedies with respect to any of the terms and conditions of this Lease are cumulative and not exclusive and are in addition to all other rights and remedies at law or in equity. Each right or remedy shall be construed to give it the fullest effect allowed in law.
47. No Third-Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer on any person, other than Lessor and Tenant and their respective successors-in-interest, any rights or remedies under or by reason of this Lease.
48. No Continuing Waiver. The waiver by Lessor of any breach of any of the terms or conditions of this Lease does not constitute a continuing waiver or a waiver of any subsequent breach of the same or of any other terms or conditions of this Lease. The

receipt by Lessor of any Rent with knowledge of the breach of any term or condition of this Lease may not be deemed to be a waiver by Lessor, unless such waiver is specifically expressed in writing by the Director of Airports. No payment by Tenant or receipt by Lessor of a lesser amount than specified in this Lease may be deemed to be other than a payment on account of such Rent and may not be deemed to be a waiver of notice of termination and of forfeiture of this Lease.

49. Covenant Against Liens; Recordation Against Premises. Neither Tenant nor Lessor shall permit any mechanic's, materialman's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged; provided however, that either party may contest any such lien, so long as the enforcement thereof is stayed.
50. Lease Authorization. This Lease is made and entered into by Lessor in exercise of authority as recognized in Section 25536 of the Government Code of the State of California.

[Remainder of Page Intentionally Left Blank]

51. Drafting Conventions. The section headings and captions of this Lease are, and the arrangement of this Lease is, for the sole convenience of the parties to this Lease. The section headings, captions, and arrangement of this Lease do not in any way affect, limit, amplify or modify the terms and provisions of this Lease.

The Lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Lease and their counsel have read and reviewed this Lease and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Lease. The definitions in this Lease apply equally to both singular and plural forms of the terms defined.

If any date specified in this Lease as a date for taking action falls on a day that is not a business day, then that action must be taken on the next business day.

Tenant hereby represents and warrants that it is a limited liability company duly organized and validly existing under the laws of the State of California.

The parties are signing this Lease as of the Effective Date stated in the introductory paragraph.

**LESSOR**

**TENANT**

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

**Urban Air Mobility, LLC**, a California limited liability company

By \_\_\_\_\_  
Keith Freitas  
Director of Airports

By \_\_\_\_\_  
Name  
Title

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Beth Lee  
Assistant Director of Airports

By \_\_\_\_\_  
Name  
Title

**APPROVED AS TO FORM:**

By Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel

## OPTION AGREEMENT

This option agreement (“**Agreement**”) is dated January 5, 2021 (the “**Effective Date**”), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”) and URBAN AIR MOBILITY, LLC, a California limited liability (“**Grantee**”).

### Recitals

- A. Lessor owns and operates Byron Airport, a public airport located at Byron, California (the “**Airport**”), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports (“**Director of Airports**”).
- B. Simultaneous with the execution of this Agreement, the County and Grantee are entering into a lease dated January 5, 2021 (the “**Master Lease**”), under which Grantee is leasing from the County approximately 0.90 acres of unimproved land at the Airport, as more fully described in the Lease (“**Parcel One**”).
- C. Grantee desires to have the option to lease approximately 1.94 acres of unimproved land at the Airport that is adjacent to Parcel One and is more fully described in Exhibit A – Legal Description (“**Parcel Three**”).

The parties therefore agree as follows:

### Agreement

- 1. Grant. The County grants to Grantee the exclusive option to lease Parcel Two under the terms and conditions set forth in this Agreement (the “**Option**”).
- 2. Term of Option. The term of the Option begins on the Effective Date and ends on the earliest to occur of (i) the Exercise Date (as defined below), (ii) the occurrence of a Default (as defined in the Lease) by Grantee under the Master Lease, (iii) the occurrence of an Event of Default by Grantee (as defined below), and (iv) January 31, 2024 (the “**Option Term**”). If the parties enter into a lease under which Grantee leases Parcel Three from the County, this Agreement will automatically terminate.
- 3. Option Price. In consideration for the Option, Grantee shall pay the County One Hundred Dollars (\$100) per year (the “**Option Fee**”) during the Option Term. The Option Fee is due and payable on (i) the Effective Date, (ii) February 1, 2022, and (iii) February 1, 2023.
- 4. Exercise of Option. Grantee may exercise the Option by delivering written notice to the Director of Airports at any time during the Option Term. The date the written notice of exercise is delivered to the Director of Airports is the “**Exercise Date**.”

5. Lease of Parcel Three. If Grantee exercises the Option, the lease of Parcel Three from the County will be governed by a lease agreement that is in substantial conformity with the lease agreement attached to this Agreement as Exhibit B (the “**Parcel Three Lease**”), which has been agreed to by Grantee and the County. By this reference, the Parcel Three Lease is incorporated into this Agreement. The parties must enter into the Parcel Three Lease within sixty (60) days after the Exercise Date.
6. Assignment. Grantee may not voluntarily sell, assign, transfer or encumber (each, a “**Transfer**”), its interest in this Agreement without first obtaining the written consent of the Director of Airports, which consent may be withheld in his sole and absolute discretion. Any Transfer without Lessor’s prior written consent is voidable and, at the election of the Director of Airports, constitutes an Event of Default under this Agreement. Any consent to a Transfer does not constitute a further waiver of the provisions of this Section.

If Grantee is a corporation or a limited liability company, any (i) dissolution, merger, consolidation, or other reorganization of Grantee, or (ii) sale or other transfer of a controlling percentage of the capital stock or membership interests, as the case may be, of Grantee, or (iii) sale of fifty percent (50%) of the value of the assets of Grantee, will be deemed a voluntary assignment. The phrase “controlling percentage” means (a) in the case of a corporation, the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Grantee’s capital stock issued, outstanding, and entitled to vote for the election of directors, and (b) in the case of a limited liability company, ownership of, and the right to vote, membership interests possessing more than fifty percent (50%) of the total combined voting interests of Grantee.

7. No Third-Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer on any person, other than Grantee and the County and their respective successors-in-interest, any rights or remedies under or by reason of this Agreement.
8. Default. The occurrence of any of the following is an “**Event of Default**” by Grantee:
  - A. Grantee’s failure to pay the Option Fee or other charges when due if the failure continues for ten (10) days after receiving from the County written notice of the missed payment.
  - B. A Transfer of this Agreement that is not approved in writing by the Director of Airports prior to the Transfer.
9. County’s Remedies. Upon the occurrence of an Event of Default, the Director of Airports may terminate this Agreement. The failure or delay on the part of the County to exercise a right or remedy will operate as a waiver thereof, nor does the failure or delay by the County to exercise a right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

10. Notices. Any and all notices to be given under this Agreement, or otherwise, may be served by enclosing same in a sealed envelope addressed to the party intended to receive the same, at its address set forth below, and deposited in the United States Post Office as certified mail with postage prepaid. When so given, the notice will be effective three business days after its mailing. Notices may also be given via a reputable overnight courier service. When so given, the notice will be effective on the next business day following delivery of the notice to the courier service for next day business delivery. Unless otherwise provided in writing by the parties hereto, notices should be sent to the following addresses:

Director of Airports  
Contra Costa County Airports  
550 Sally Ride Drive  
Concord, CA 94520-5550

and the address of Grantee is:

Urban Air Mobility, LLC  
c/o Nearon Enterprises  
101 Ygnacio Valley Road, Suite 450  
Walnut Creek, CA 94596  
Attention: Anthony Perino

With a copy to:

Urban Air Mobility, LLC  
2835 Contra Costa Blvd., Suite A  
Pleasant Hill, CA 94523  
Attention: Mark Scott

[Remainder of Page Intentionally Left Blank]

11. Governing Law. This Agreement is governed by the laws of the State of California.

The parties are signing this Agreement as of the Effective Date stated in the introductory paragraph.

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

**Urban Air Mobility, LLC**, a California limited liability company

By \_\_\_\_\_  
Keith Freitas  
Director of Airports

By \_\_\_\_\_  
Name MALCOLM  
Title Officer

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Beth Lee  
Assistant Director of Airports

By \_\_\_\_\_  
Name ANTHONY PERINO  
Title Officer

**APPROVED AS TO FORM:**

By Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel

**Exhibit A**  
**Legal Description**  
**[Attached]**

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL ONE**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF SECTION 22, T1S,R3E TAKEN AS NORTH 89°19'57" WEST BETWEEN FOUND IRON PIPE AND MONUMENT DISC ALONG ARMSTRONG ROAD)

BEING A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE NORTH CORNER OF SAID SECTION 22 T1S,R3E THENCE SOUTH 25°20'28" WEST, 3,245.66 FEET TO A POINT, SAID POINT ALSO BEARS SOUTH 36°38'00" EAST, 2,033.55 FEET FROM THE MOST SOUTHERLY CORNER OF AN EXISTING AIRPORT LEASE TO BAY AREA SKYDIVING;

THENCE FROM SAID POINT SOUTH 44°00'39" EAST, 126.68 FEET;

THENCE SOUTH 45°59'21" WEST, 46.56 FEET TO THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING SOUTH 45°59'21" WEST, 257.57 FEET;

THENCE SOUTH 44°00'39" EAST, 157.53 FEET;

THENCE NORTH 45°59'21" EAST, 86.41 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 51°54'05", AND AN ARC LENGTH OF 36.23 FEET;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 46.00 FEET, THROUGH A CENTRAL ANGLE OF 142°27'21", AND AN ARC LENGTH OF 114.37 FEET;

THENCE NORTH 46°32'37" EAST, 57.49 FEET;

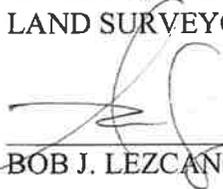
BYRON AIRPORT  
PROPERTY LEASE  
URBAN AIR MOBILITY

THENCE NORTH 44°00'39" WEST, 171.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 39,160 SQUARE FEET OR 0.90 ACRES OF LAND, MORE OR LESS.

SEE ATTACHED EXHIBIT 'B' HERETO AND MADE A PART HEREOF

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR  
UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL  
LAND SURVEYORS ACT



---

BOB J. LEZCANO-LS8514



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL TWO**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF SECTION 22, T1S,R3E TAKEN AS NORTH 89°19'57" WEST BETWEEN FOUND IRON PIPE AND MONUMENT DISC ALONG ARMSTRONG ROAD)

BEING A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE NORTH CORNER OF SAID SECTION 22 T1S,R3E THENCE SOUTH 25°20'28" WEST, 3,245.66 FEET TO A POINT, SAID POINT ALSO BEARS SOUTH 36°38'00" EAST, 2,033.55 FEET FROM THE MOST SOUTHERLY CORNER OF AN EXISTING AIRPORT LEASE TO BAY AREA SKYDIVING;

THENCE FROM SAID POINT SOUTH 44°00'39" EAST, 126.68 FEET;

THENCE SOUTH 45°59'21" WEST, 46.56 FEET;

THENCE SOUTH 45°59'21" WEST, 257.57 FEET TO THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING SOUTH 44°00'39" EAST, 157.53 FEET;

THENCE SOUTH 45°59'21" WEST, 313.60 FEET;

THENCE SOUTH 87°04'05" WEST, 67.37 FEET;

THENCE NORTH 44°00'39" WEST, 113.26 FEET;

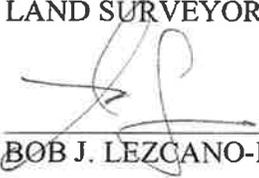
THENCE NORTH 45°59'21" EAST, 364.39 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 56,276 SQUARE FEET OR 1.29 ACRES OF LAND, MORE OR LESS.

BYRON AIRPORT  
PROPERTY LEASE  
URBAN AIR MOBILITY

SEE ATTACHED EXHIBIT 'B' HERETO AND MADE A PART HEREOF

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR  
UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL  
LAND SURVEYORS ACT

  
\_\_\_\_\_  
BOB J. LEZCANO-LS8514



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL THREE**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF SECTION 22, T1S,R3E TAKEN AS NORTH 89°19'57" WEST BETWEEN FOUND IRON PIPE AND MONUMENT DISC ALONG ARMSTRONG ROAD)

BEING A PORTION OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE MARKING THE NORTH CORNER OF SAID SECTION 22 T1S,R3E THENCE SOUTH 25°20'28" WEST, 3,245.66 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEARS SOUTH 36°38'00" EAST, 2,033.55 FEET FROM THE MOST SOUTHERLY CORNER OF AN EXISTING AIRPORT LEASE TO BAY AREA SKYDIVING;

THENCE FROM SAID POINT OF BEGINNING SOUTH 44°00'39" EAST, 126.68 FEET;

THENCE SOUTH 45°59'21" WEST, 668.52 FEET;

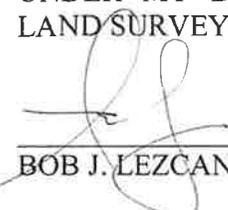
THENCE NORTH 44°00'39" WEST, 126.68 FEET;

THENCE NORTH 45°59'21" EAST, 668.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 84,686 SQUARE FEET OR 1.94 ACRES OF LAND, MORE OR LESS.

SEE ATTACHED EXHIBIT 'B' HERETO AND MADE A PART HEREOF

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT

  
\_\_\_\_\_  
BOB J. LEZCANO-LS8514



**ARMSTRONG ROAD**

FND MON  
 © N¼ COR

N89°19'57"W 2,654.71'  
 BASIS OF BEARINGS

T1S,R3E  
 15 | 14  
 22 | 23

TIE TO MOST SOUTHERLY  
 CORNER OF BAY AREA  
 SKYDIVING LEASEHOLD

POC @ FND IP  
 INTERSECTION OF  
 BYRON HOT  
 SPRINGS RD

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
1	46.00'	142°27'21"	114.37'
2	40.00'	51°54'05"	36.23'



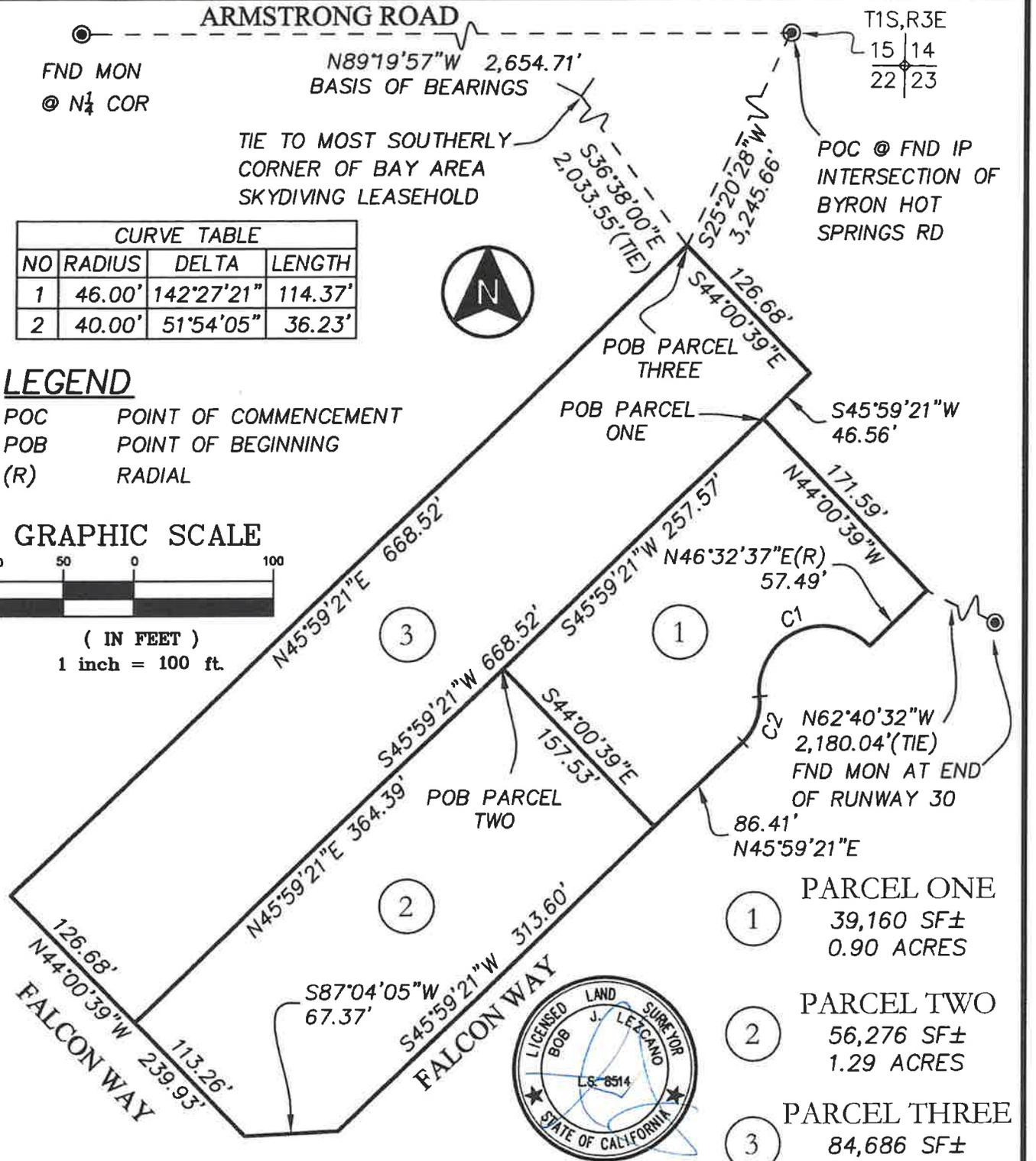
**LEGEND**

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 (R) RADIAL

**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 100 ft.



- 1 PARCEL ONE  
39,160 SF±  
0.90 ACRES
- 2 PARCEL TWO  
56,276 SF±  
1.29 ACRES
- 3 PARCEL THREE  
84,686 SF±  
1.94 ACRES

ADDRESS: FALCON WAY  
 BYRON, CA

ASSESSORS PARCEL NO.:  
 001-011-037



817 Arnold Drive Ste. 50  
 Martinez, CA 94553  
 Ph: (925) 476-8499

**EXHIBIT 'B'**  
 PLAT TO  
 ACCOMPANY LEGAL  
 DESCRIPTION

DRAWN BY:  
 BJL  
 PROJECT NO:  
 20008  
 SCALE:  
 1"=100'

SHEET  
 1 OF 1  
 DATE:  
 11-18-2020

**Exhibit B**  
**Parcel Three Lease**  
**[Attached]**

**LEASE AGREEMENT**

**Between**

**COUNTY OF CONTRA COSTA**

**as Lessor**

**and**

**Urban Air Mobility, LLC**

**Parcel III**

\_\_\_\_\_, 202\_

Contra Costa County  
Buchanan Field Airport  
550 Sally Ride Drive  
Concord, CA 94520-5606  
(925) 681-4200

**LEASE BETWEEN THE  
COUNTY OF CONTRA COSTA**

**AND**

**Urban Air Mobility, LLC**

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- EXHIBIT A – Legal Description
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LEASE BETWEEN THE  
COUNTY OF CONTRA COSTA

and

Urban Air Mobility, LLC

This lease agreement (“**Lease**”) is dated \_\_\_\_\_, 202\_ (the “**Effective Date**”) and is between of the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**” or “**Lessor**”), and URBAN AIR MOBILITY, LLC, a California limited liability company (“**Tenant**”).

RECITALS

- A. Lessor owns and operates Byron Airport, a public airport located at Byron, California (the “**Airport**”), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports (“**Director of Airports**”).
- B. Tenant desires to lease approximately 1.94 acres of unimproved land that is located at the Airport on the west side of Eagle Court, as more fully described in Exhibit A – Legal Description (“**Parcel Three**,” or, the “**Premises**”). Tenant intends to use the Premises to construct and operate auxiliary aviation and provide hangar storage (the “**Contemplated Use**”) as shown on Exhibit B – Site Plan. The Contemplated Use was the subject of a Notice of Exemption dated January 30, 2020, prepared pursuant to the requirements of the California Environmental Quality Act. A copy of the Notice of Exemption is attached as Exhibit C.
- C. Through Rosso Environmental, Inc., Tenant has completed a subsurface investigation of the suitability of the soil, geologic, environmental and seismic conditions of the Premises for the Contemplated Use. The resulting report, dated August 5, 2020, is attached as Exhibit D (the “**Rosso Report**”). Completion of the Rosso Report satisfies Tenant’s obligation to investigate the suitability of the Premises set forth in Section 13.B (Condition of Premises).
- D. Lessor and Tenant are parties to a Lease dated January 5, 2021 (the “**Master Lease**”), under which Tenant is leasing from County approximately 0.90 acres of unimproved land that is adjacent to the Premises (“**Parcel One**”).
- E. Simultaneous with the execution of the Master Lease, the County and Tenant entered into an option agreement under which Tenant has the option to lease approximately 1.29 acres of unimproved land that is adjacent to the Premises (“**Parcel Two**”). If Tenant exercises the option to lease Parcel Two, the lease of Parcel Two will be coterminous with the Master Lease and this Lease.

The parties therefore agree as follows:

## AGREEMENT

1. Lease. For and in consideration of the rent, fees, and faithful performance by Tenant of the terms and conditions set forth in this Lease, Lessor hereby leases to Tenant, and Tenant hereby leases from Lessor, the Premises, subject to all easements and encumbrances of record.
2. Term. The “**Term**” of this Lease is comprised of a Preliminary Term and, at Tenant’s option, Renewal Terms, each as defined below. Upon the commencement of a Renewal Term, all references to the Term of this Lease will be deemed to mean the Term as extended pursuant to Section 2.B. below.
  - A. Preliminary Term. The “**Preliminary Term**” begins on the Effective Date and ends on January 31, 2041, unless earlier terminated as provided herein.
  - B. Renewal Term. Tenant has two automatic renewal options to extend this Lease for a term of fifteen (15) years for each option (each, a “**Renewal Term**”) upon all the terms, covenants, and conditions set forth in this Lease, provided (i) Tenant is not in default beyond any applicable cure period as of the beginning date of the Renewal Term, and (ii) Tenant has not provided written notice of its election not to renew the Lease at least twelve (12) months prior to the end of the Term.
3. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of this Lease, but will be construed as a tenancy from month to month, which may be terminated at any time by Lessor or Tenant upon thirty (30) days written notice. The month-to-month tenancy will be governed by the same terms and conditions in effect immediately prior to the expiration of the Term.
4. Rent. Tenant shall pay Construction Period Rent and Ground Rent, each as defined below (together, “**Periodic Rent**”), to Lessor without offset or demand on or before the first day of each month. Periodic Rent for any partial month will be prorated at the rate of 1/30 of the applicable monthly rent per day.
  - A. Construction Period Rent. Tenant shall pay Three Hundred Fifty Dollars (\$350.00) per month during the Construction Period (the “**Construction Period Rent**”). The “**Construction Period**” is that period of time that begins on the Effective Date and ends on the earlier to occur of (i) the last day of the month that occurs after the second anniversary of the Effective Date, and (ii) the last day of the month following Substantial Completion.

The term “**Substantial Completion**” means the date that the Site Improvements, as defined in Section 9, Improvements, pass final inspection by the Contra Costa County Department of Conservation and Development.

- B. Ground Rent. Tenant shall pay ground rent, as adjusted pursuant to this Lease (“**Ground Rent**”), from the first day of the month following the end of the Construction Period (the “**Ground Rent Commencement Date**”) until the expiration or earlier termination of this Lease.
5. Initial Ground Rent: During the period that begins on the Ground Rent Commencement Date and ends January 31, 2026 (the “**Initial Ground Rent Period**”), Ground Rent is equal to the following amounts:

- A. If the Ground Rent Commencement Date occurs on or before January 31, 2024:

<u>Period</u>	<u>Monthly Ground Rent</u>
Ground Rent Commencement Date – January 31, 2024	\$ 848.00
February 1, 2024 – January 31, 2025	\$1,201.00
February 1, 2025 – January 31, 2026	\$1,696.00

- B. If the Ground Rent Commencement Date occurs after January 31, 2024, and on or before January 31, 2025:

<u>Period</u>	<u>Monthly Ground Rent</u>
Ground Rent Commencement Date – January 31, 2025	\$1,201.00
February 1, 2025 – January 31, 2026	\$1,696.00

- C. If the Ground Rent Commencement Date occurs after January 31, 2025, and on or before January 31, 2026:

<u>Period</u>	<u>Monthly Ground Rent</u>
Ground Rent Commencement Date – January 31, 2026	\$1,696.00

6. Adjustments to Ground Rent. Ground Rent will be adjusted in each year after the Initial Ground Rent Period. In most years, the adjustment to Ground Rent will be based solely on the change to the Consumer Price Index (“CPI”). Every ten years, beginning February 1, 2031, Ground Rent will be adjusted to reflect market rates, using the Revaluation Process described below. Each change in Ground Rent that results from the Revaluation Process is an “**Adjustment.**”

- A. CPI Increases.

- i. Timing and Amount. In each year after the Initial Ground Rent Period, except for the one-year periods that begin on a Revaluation Date, Ground Rent will increase over the amount paid the preceding year by (i) an amount equal to the change in the CPI for the most recent period ending June, based on the CPI Factor, or (ii) one percent (1%), whichever is greater; provided, however, in

no event will the increase be more than four percent (4%) and in no event will the Ground Rent for any year be less than the Ground Rent in effect in the immediately preceding year.

ii. Definitions.

- a) “**CPI Factor**” means the percentage by which the “**Index**,” as defined below, for the most recent one-year period ending June has changed with respect to the Index in effect for the immediately preceding one-year period, calculated to the nearest one-tenth of one percent.
- b) “**Index**” means the Consumer Price Index, all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982–84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor or a substitute index published as a replacement for that index by the U.S. Department of Labor or by any other United States governmental agency.
- c) “**Revaluation Date**” means each of the following: February 1, 2031, and, if Tenant renews the Lease, February 1, 2041, February 1, 2051, and February 1, 2061.

iii. Notice. Airport staff will notify Tenant of any increase in Ground Rent based on a CPI adjustment when the calculation of the CPI adjustment is complete. If the notice is given after the effective date of an increase, Tenant shall pay any increased rent retroactively to the effective date of the increase; provided, however, in no event will Tenant be required to pay the increased rent retroactively for a period greater than six months.

B. Revaluation of Ground Rent.

- i. Timing and Amount. On each Revaluation Date, Ground Rent will be adjusted to reflect the fair market rental value of the Premises in accordance with the Revaluation Process described below. The adjustment to Ground Rent that results from the Revaluation Process is the “**Adjustment**.” The total Adjustment is effective on the Revaluation Date. The Lessor shall initiate the Revaluation Process prior to each Revaluation Date. In no event will Ground Rent for any year be less than the Ground Rent in effect in the immediately preceding year.
- ii. Conditions of Revaluation. The revaluation of Ground Rent, including any appraisals prepared as part of the Revaluation Process, will be conducted as follows:

- a. All negotiations and actions taken by the Lessor and Tenant under this Section will be undertaken and conducted by the parties in good faith.
  - b. The value of the Premises does not include any Improvements (as defined below).
  - c. If the Revaluation Process is not concluded by the Revaluation Date, the Ground Rent determined by the Revaluation Process described herein will be retroactive to the Revaluation Date to which the Revaluation Process applies. Tenant shall make any retroactive payments of Ground Rent no later than thirty (30) days following the completion of the Revaluation Process.
  - d. Except as otherwise provided herein, no waiver by the Lessor of any of the provisions of this Section will be deemed to have been made by the Lessor, unless made expressly in writing by the Director of Airports and no waiver by Tenant will be deemed to have been made unless expressly in writing by the duly authorized agent of Tenant.
  - e. All time periods specified in this Section will be counted in calendar days.
- iii. Revaluation Process. The “**Revaluation Process**” consists of the following:
- a. The Lessor shall determine the fair market rental value of the Premises using the median of auxiliary aviation and hangar storage per square foot ground lease rates at Byron Airport (the “**Lessor Revaluation**”) and shall notify Tenant in writing of the amount of the new monthly Ground Rent (the “**Revaluation Notice**”).
  - b. If Tenant disagrees with the Lessor Revaluation, Tenant may file with the Lessor a dispute of the amount of Lessor Revaluation (“**Tenant Dispute**”) and include Tenant’s proposed Ground Rent revaluation amount. The Tenant Dispute must be in writing and delivered to the Director of Airports no later than twenty-one (21) days after the Revaluation Notice is delivered to Tenant (the “**Dispute Period**”). If Tenant does not file a Tenant Dispute with the Lessor within the Dispute Period: (i) the Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) Tenant will be deemed to have waived the right to contest the amount specified in the Revaluation Notice, (iii) the new Ground Rent specified in the Revaluation Notice will become effective on the applicable Revaluation Date, and (iv) the Revaluation Process will be over.

- c. If Tenant delivers a Tenant Dispute to the Lessor within the Dispute Period, the Lessor and Tenant will have twenty-one (21) days following the Lessor's receipt of the Tenant Dispute to attempt to establish a new Ground Rent by negotiation (the "**Rent Negotiation Period**"). The Rent Negotiation Period may not be extended beyond the initial twenty-one (21) day period except by mutual written agreement of Tenant and the Director of Airports. If Tenant and the Lessor agree in writing on the new monthly Ground Rent during the Rent Negotiation Period, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.
  
- d. If the Lessor and Tenant are unable to agree upon a new Ground Rent during the Rent Negotiation Period, then the Lessor and Tenant shall each appoint an appraiser to determine the fair market value of the Premises. The Lessor and Tenant shall identify the name of their appraiser by written notice to the other party. The appointment of the appraiser will be made and notice of the appointment will be given to the other party within twenty-one (21) days after the end of the Rent Negotiation Period (the "**Selection Period**"). Each appraiser must be a member of the American Institute of Real Estate Appraisers, have the designation of Member of the Appraisal Institute ("**MAI**"), and have current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. Each party is responsible for paying the fees and costs of its appraiser.

In the event that Tenant does not appoint an appraiser and provide the Lessor with written notice of the appointment within the Selection Period: (i) the initial Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) the new monthly Ground Rent, specified in the Revaluation Notice will become effective on the applicable Revaluation Date, (iii) Tenant will be deemed to have waived the right to further contest the amount of the Lessor Revaluation by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

In the event that the Lessor does not appoint an appraiser and provide Tenant with written notice of the appointment within the Selection Period: (i) the monthly Ground Rent will remain unchanged or will equal the fair market rental value determined by Tenant's appraiser, whichever is greater, (ii) such monthly Ground Rent will become effective on the applicable Revaluation Date, (iii) the Lessor will be deemed to have waived the right to contest the amount of the new monthly Ground Rent by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

If the Lessor and Tenant each properly appoint an appraiser during the Selection Period, both appraisers will make an independent determination of the fair market rental value of the Premises. Each appraisal must be completed and a copy of the appraisal report delivered to the other party no later than sixty (60) days from the date the appraiser was appointed (the “**Appraisal Period**”) unless otherwise extended by the mutual agreement of the Lessor and Tenant.

Upon completion of both appraisals, the Lessor and Tenant shall make a final attempt to establish a new monthly Ground Rent by negotiation. If the Lessor and Tenant agree in writing on a new monthly Ground Rent, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

- e. In the event that the Lessor and Tenant cannot agree on a revaluation of the monthly Ground Rent within thirty (30) days following the Appraisal Period, either the Lessor or Tenant may declare an impasse in the negotiations by providing written notice of the impasse to the other party. The written notice of impasse (the “**Final Proposal**”) will include all of the following information: (i) a statement that the declaring party has determined that negotiations have reached an impasse; (ii) the declaring party’s final proposed Ground Rent revaluation figure; (iii) a statement that the recipient has ten (10) business days to either give written acceptance of the amount of the Ground Rent revaluation specified in the Final Proposal or deliver a counter-final proposal (the “**Counter-Final Proposal**”) to the declaring party; and (iv) any other supplementary information as the declaring party deems appropriate. The party upon whom the Final Proposal is served shall then have ten (10) business days following receipt of the Final Proposal to either accept the Final Proposal or to reject the Final Proposal and deliver a Counter-Final Proposal to the declaring party. If either the Final Proposal or the Counter-Final Proposal is accepted in writing, then the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

If neither the Final Proposal nor the Counter-Final Proposal is accepted, not later than forty-five (45) days after delivery of the Final Proposal, the appraiser selected by the Lessor and the appraiser selected by Tenant will jointly select a third appraiser with the designation of MAI and with current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. The third appraiser will determine the fair

market value of the Premises. The third appraiser will render a final written decision within thirty (30) days of his or her appointment. The cost of the third appraiser will be shared equally by the Lessor and Tenant. The appraiser's decision is binding on all parties and will apply retroactively to the Revaluation Date.

7. Percentage and Other Additional Rent:

- A. Percentage Rent: In addition to paying Ground Rent, Tenant shall pay Percentage Rent. "**Percentage Rent**" means an amount equal to two percent (2%) of the Gross Receipts, as defined below. Percentage Rent is due no later than the tenth day of the month for goods sold and services provided by Tenant during the previous month.
- B. Gross Receipts: "**Gross Receipts**" means all revenue and receipts of the Tenant that is derived from or related to the Premises, including but not limited to the gross amount received from all sales and cash payments received therefor; credit extended at the time of a credit sale; all charges for services performed, including but not limited to sales of oil and other lubricants; lease payments from Subtenants; and the gross amount received from any and all of the sources of income derived from the businesses conducted on the Premises. In the case of insurance sales and premiums, Gross Receipts is limited to the commissions received. Gross Receipts excludes the following:
- i. Federal, state and municipal sales taxes, excise taxes, gross receipts taxes and all other similar taxes separately stated or collected from customers.
  - ii. Receipts from wholesale sales of parts and accessories wherein the resale permit number issued by the Board of Equalization of the State of California, is necessarily used for such sale; provided, however, this exception applies to only those wholesale sales that do not exceed 5% of the retail sales of parts and accessories.
  - iii. Receipts from the sale of new and used aircraft; provided a flat fee of \$500 per transaction is paid to the Lessor upon the sale of each new and used aircraft.
  - iv. Commissions paid for financing or discounts to be paid by Tenant to secure financing for any of the business conducted or sales of any kind or nature by Tenant.
  - v. All revenue against which Tenant later provides a credit for returns to suppliers or manufactures.
  - vi. Amounts received by Tenant for settlement of any claims for loss or damage to products purchased by Tenant.

- vii. Deposits received for any State recycling fund.
- viii. Reimbursable expenses incurred by Tenant on behalf of its customers.
- C. Statement of Gross Receipts: Tenant shall furnish to the Lessor a written statement of monthly Gross Receipts ("**Statement of Gross Receipts**") within thirty (30) days after the close of each calendar quarter.
- D. Certified Annual Statement: Within one hundred twenty (120) days following the close of Tenant's fiscal year, and within one hundred twenty (120) days following the termination of this Lease, Tenant shall deliver to the Lessor an annual statement of Gross Receipts, certified as being correct by an authorized accounting officer of the Tenant ("**Certified Annual Statement**"). If the Certified Annual Statement shows that an additional amount of Percentage Rent is due and payable to the Lessor, Tenant shall make such payment currently with the delivery of the Certified Annual Statement to the Lessor.
- E. Records: The Lessor may inspect the books and records of Tenant and any and all Subtenants from which any Statement of Gross Receipts or Certified Annual Statement is prepared at any reasonable time upon request. For this purpose, Tenant shall keep for a period of five (5) years after submission of any such statement to the Lessor, all of Tenant's records, books, accounts, and other data pertaining or necessary to the verification of Gross Receipts as defined herein, and shall, upon request, make the same available to the Lessor, the Lessor's auditor, representative or agent for examination at any time during such 5-year period. Failure to keep, maintain, and make available the records, books, accounts, and other data required by this Section is a Default, as defined in Section 30 (Default), of this Lease.
- F. Audits: The Lessor may, at the Lessor's option, engage the services of an independent certified public accountant to audit and verify the accuracy of Tenant's records, books, and accounts, including the Certified Annual Statement. In the event the audit shows that an additional amount of Percentage Rent is due and payable to the Lessor, Tenant shall make such payment within seven (7) days of the Lessor's demand therefore. If the audit shows that there has been an overpayment of Percentage Rent, the Lessor shall, at the sole option of the Lessor, promptly repay to Tenant the amount of such overpayment or credit same to future Rent next due the Lessor by Tenant, at the Lessor's sole election. If the audit shows an underpayment by Tenant that is greater than five percent (5%) of the Percentage Rent paid to the Lessor, Tenant shall pay for the reasonable and actual cost of the audit.
- G. Charter Landing Fee: If Tenant or any Subtenant elects to conduct FAR Part 135 Charter operations to, from, or through the Premises, the Lessor is entitled to a landing fee for the FAR Part 135 Charter activity that is a minimum of \$16 per

landing for aircraft below 16,000 pounds or \$1.50 per 1,000 pounds for aircraft that are at or over 16,000 pounds (the “**Charter Landing Fee**”) in accordance with Section 7.A. In no event will any Charter Landing Fee be deemed Additional Rent nor does Tenant have any liability to the Lessor if a Subtenant is delinquent in its payment of a Charter Landing Fee.

- H. Records to Be Maintained: Tenant shall record all sales and other transactions, whether cash or credit, and shall keep full and accurate books of account and records, including a current rent roll for the Premises. In addition, Tenant shall keep all cash register receipts with regard to gross receipts, credits, refunds and other pertinent transactions, as well as records of all other exclusions and deductions from Gross Receipts.
- I. Additional Rent: In addition to the Ground Rent, Tenant shall pay as additional rent, all other charges, costs and fees required to be paid by Tenant pursuant to the provisions of this Lease (such amounts, “**Additional Rent**,” and together with the Ground Rent and Percentage Rent, “**Rent**”).

8. Additional Payment Provisions.

- a. Late Rental Payments. In the event Tenant fails to pay Lessor any amount due under this Lease within five (5) days after such amount is due, Tenant shall pay to Lessor a late charge of One Hundred and No/100 Dollars (\$100) per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month, from the date the payment was due and payable until paid in full. Tenant shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. Lessor and Tenant hereby agree that it is and will be impracticable and extremely difficult to ascertain and fix Lessor’s actual damage from any late payments and, thus, that Tenant shall pay as liquidated damages to Lessor the Late Charge specified in this Section, which is the result of the parties’ reasonable endeavor to estimate fair average compensation for the late payment (other than attorneys’ fees and costs). Lessor’s acceptance of the Late Charge as liquidated damages does not constitute a waiver of Tenant’s default with respect to the overdue amount or prevent Lessor from exercising any of the rights and remedies available to Lessor under this lease.
- b. Form and Place of Payment. Tenant shall pay all rents and fees in cash or by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering same on or before due date to the Director of Airports Office, 550 Sally Ride Drive, Concord, California 94520, or at such other place as Lessor may designate from time to time.
- c. Returned Checks. If a check written by Tenant is returned for insufficient funds, Lessor may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. Lessor may require Tenant to pay rent by certified check or money order if Tenant’s bank or banks have

returned one or more personal checks within the preceding twelve (12) month period.

- d. Security Deposit. Upon execution of this Lease, Tenant will pay to Lessor the sum of One Thousand Six Hundred Ninety-Six Dollars (\$1,696.00) in cash as security for the faithful performance of the terms, covenants, and conditions of this lease (the “**Security Deposit**”).

Upon the occurrence of a Default, as defined in Section 30, Lessor may in its sole discretion (but is not required to) apply the Security Deposit, or any portion of it, to any expense, loss or (i) any rent or other sum owed to Lessor, (ii) any amount that Lessor may spend or become obligated to spend in exercising Lessor’s rights under this lease, or (iii) damage sustained by Lessor resulting from Tenant’s Default. Upon demand by Lessor, Tenant shall immediately pay to Lessor a sum equal to that portion of the Security Deposit expended or applied by Lessor as provided in this subsection so as to maintain the Security Deposit at its original level.

Upon the expiration or termination of this lease and (i) Tenant’s satisfaction of the conditions set forth in Section 13<sup>2</sup>, Condition of Premises, and (ii) a final accounting by Lessor, any remaining Security Deposit balance shall be refunded to Tenant, without interest. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law in force or that become in force after the date of execution of this lease, that provide that Lessor may claim from a Security Deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises. Lessor and Tenant agree that Lessor may, in addition, claim those sums reasonably necessary to compensate Lessor for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant’s officers, agents, employees, independent contractors or invitees.

9. Improvements.

- a. Site Improvements. As a condition of this Lease, Tenant shall install on the Premises a row of small aircraft hangars (the “**Site Improvements**”). The Site Improvements must be installed in accordance with the Plans, as defined below.
- b. Infrastructure Improvements. As a condition of this Lease, Tenant shall, at Tenant’s sole expense, construct infrastructure improvements that are in conformance with (i) standards established by the Contra Costa County Public Works Department, and (ii) plans approved by the Director of Airports pursuant to Section 9.c. below (together, the “**Infrastructure Improvements**”). Tenant shall complete the Infrastructure Improvements not later than the date that is sixty (60) days after the Substantial Completion of the Site Improvements.

All improvements on the Premises, including, but not limited to, the Site Improvements, the Infrastructure Improvements, structures, signs, driveways,

curbs, walkways, pads, perimeter fences and gates, mechanical equipment, utility lines, drainage and sewage lines, environmental control equipment, irrigation systems and landscaping and other facilities are the “**Improvements.**”

- c. Plans and Lessor’s Approval. Tenant shall obtain the Director of Airports’ written approval of all plans and specifications for the buildings, paving, landscaping, or other Improvements before any construction may be commenced. Once approved by the Director of Airports, such plans and specifications are the “**Plans.**” Prior to requesting the Director of Airports’ approval, a County-designated engineer must review and approve the development plans. All Improvements must conform with all general requirements of Lessor, and must be constructed and installed in conformance with: (i) the Plans; (ii) all applicable statutes, ordinances, building codes, permits; (iii) applicable Airport or FAA policy and standards for development; and (iv) all rules and regulations of Lessor and the requirements of all other authorities that have jurisdiction over the Premises, as the case may be, and Tenant’s operations thereon, including, but not limited to, the Contra Costa County Department of Conservation and Development, and the Federal Aviation Administration.
- d. Construction Schedule. Within ninety (90) days following the Commencement Date, Tenant shall submit to the Director of Airports for review and approval (i) three (3) sets of construction plans for the Site Improvements and the Infrastructure Improvements that have been reviewed and stamped by an engineer, and (ii) a detailed construction schedule.

The Director of Airports’ review and approval or disapproval will be completed within thirty (30) days of submission. If the Director of Airports disapproves of the plans, the reasons for disapproval must be given to Tenant in sufficient detail, and Tenant will have thirty (30) days to revise the plans and resubmit them to the Director of Airports. The Director of Airports’ review and approval or disapproval of the revised plans will be completed within thirty (30) days of re-submission. The Director of Airports’ approval is separate and distinct from approvals Tenant is required to obtain from Lessor, other County Departments, and all other authorities having jurisdiction over the Premises. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the construction of the Improvements. Approval of the Plans by the Director of Airports does not constitute a representation or warranty as to conformity with other requirements and responsibility therefor remains at all times in Tenant. The time requirements imposed on the Director of Airports by this Section do not apply to other County Departments and authorities.

The Plans are not to be submitted to the Building Inspection Division of the Department of Conservation and Development (“**Building Inspection**”) unless the Director of Airports has approved the Plans. Within fourteen (14) days following approval of the Plans by the Director of Airports, Tenant shall submit the Plans to Building Inspection for review and approval.

Tenant shall commence construction of the Site Improvements within forty-five (45) days after a grading permit for the Site Improvements has been issued by Building Inspection. Tenant shall complete the construction of the Site Improvements within twelve (12) months after receiving a grading permit or the Director of Airports' approval, whichever is later. Tenant shall provide Lessor with a Notice of Intent to Construct the Site Improvements at least twenty (20) days prior to construction or delivery of materials.

The deadlines set forth this Section 9 and the Ground Rent Commencement Date may be extended upon written approval of the Director of Airports in consideration of time lost as a result of work stoppages, strikes, and shortages of material, acts of God, or other reasons beyond Tenant's control, as determined by the Director of Airports, in his or her sole discretion.

- e. Performance and Payment Bonds. Not less than ten (10) business days before the commencement of construction of the Site Improvements, Tenant shall, at its sole cost and expense, furnish to Lessor a payment bond of a surety company licensed to transact business in the State of California, or other type of security reasonably satisfactory to the Lessor, with Tenant as principal, in the penalty sum of one hundred percent (100%) of the total estimated cost of the Site Improvements and all other necessary appurtenances specified herein, guaranteeing the payment of all labor, materials, provisions, supplies and equipment related to the construction of the Site Improvements, of any kind whatsoever, and protecting Lessor from any liability, losses or damages arising therefrom. Simultaneously, Tenant shall also provide Lessor a performance bond of a surety company licensed to transact business in the State of California in a form acceptable to Lessor, or other type of security satisfactory to Lessor, with Tenant as principal, in an amount equal to one hundred percent (100%) of the total estimated cost of the Site Improvements, guaranteeing faithful performance within twelve (12) months of the commencement of all construction work associated with the Site Improvements.
- f. Inspection and Acceptance. Tenant shall obtain all applicable permits and authorizations of all local, state, federal and other government agencies and entities that have jurisdiction over the Site Improvements and Infrastructure Improvements, including but not limited to, the Contra Costa County Department of Conservation and Development and the Contra Costa County Public Works Department. All Site Improvements and Infrastructure Improvements are subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Site Improvements and Infrastructure Improvements. Nothing in this Lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Site Improvements and Infrastructure Improvements.
- g. No Warranties. The inspection, testing and acceptance by Lessor under this or any

other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and to conform to the Plans, nor is Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.

- h. Engineering. Lessor shall furnish Tenant with control information required for ground and pavement elevations, specifications for earthwork, pavement, and drainage. Tenant is responsible for all other engineering work and the accuracy thereof. Any material deviations from the Plans must have prior written approval by Lessor.
  - i. Utilities. Upon the prior written approval of the Director of Airports, which approval shall not be unreasonably withheld, Tenant may install all utilities on the Premises at its own cost and expense and shall pay any and all connection, inspection, and service fees in connection therewith.
  - j. Paving and Concrete. As part of the Site Improvements, Tenant shall upgrade the pavement within the Premises such that they will accommodate the heaviest vehicle expected to operate in the area with an expected pavement life of twenty (20) years. All road access must be in compliance with Contra Costa County Public Works Department standards.
  - k. Notice of Nonresponsibility. Tenant shall cause a notice of Lessor non-responsibility to be posted and recorded during construction in accordance with Civil Code Sections 3094 and 3129 and a copy to be mailed to the Director of Airports upon filing the notice with the County Recorder.
  - l. Signs. Tenant may not erect signs and advertising media or place the same on the Site Improvements without the written approval of the Director of Airports and any other public agency having jurisdiction. Any signs installed must be in accordance with FAA and the Airport Policy and Standards for Development.
  - m. Landscaping. Tenant shall install and maintain, at its sole expense, the landscaping on the Premises and any landscaping that comprises part of the Infrastructure Improvements in accordance with the Plans. Tenant shall maintain such landscaping in a neat, clean, orderly, and attractive condition.
10. Lessor Processing and Transaction Fees. In the event that Tenant requires or requests Lessor's review, investigation, processing, recordation, or any other action in connection with any Tenant document, proposal or other matter that requires Lessor's staff time and resources, other than time and resources of the Contra Costa County Airports Division (e.g., a proposed assignment or other transfer (but specifically excluding any sublease), or an estoppel certificate), Tenant shall pay Lessor a transaction fee of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) plus all of Lessor's costs, including, but not limited to, staff time at rates determined by the County Auditor for time spent in

connection with the until the matter is complete (“**Transaction Fee**”). The Transaction Fee will increase by Five Hundred and No/100 Dollars (\$500.00) on every fifth anniversary of the Commencement Date and is due thirty (30) days after demand therefor by Lessor.

11. Use of Premises. Except as otherwise provided herein, the Leased Premises may be used by Tenant only for auxiliary aviation and aircraft storage and for no other purpose.

A. Uses Permitted on the Premises.

The following are the only uses permitted on the Premises:

- i. Specialty aircraft or Unmanned Aerial Systems (UAS) services (combined “**Aircraft**”), which may include research and development, Aircraft management, maintenance and assembly, chartering, unique aviation sales and services, and hangar rental space.
- ii. Storage of Aircraft leased or owned by Tenant or a Subtenant.
- iii. Hangar storage of Aircraft pursuant to a Rental Agreement, as defined below, entered into in accordance with Section 12.
- iv. Maintenance of Aircraft owned by Tenant or a Subtenant, provided that such maintenance is performed ONLY by (i) owner of the Aircraft, (ii) a bonafide employee or contractor of the owner of the Aircraft, or (iii) an established Byron Airport Fixed Based Operator.
- v. Storage of materials directly related to the restoration or maintenance of the Tenant or Subtenant’s Aircraft.
- vi. Operation of corporate aircraft on a non-commercial aviation basis.
- vii. Aviation-oriented use of the office space.
- viii. FAR Part 135 charter operations, including enplanement or disenplanement of passengers as approved in writing by the Director of Airports.
- ix. Operation of Aircraft on a non-commercial basis.
- x. Commercial aviation operations that are approved in advance and in writing by the Director of Airports.

B. Uses Not Permitted on the Premises.

- i. Maintenance, except as expressly permitted in subsection A above.

- ii. Any use not explicitly listed in subsection A above.
- iii. Aircraft fueling for commercial purposes.
- iv. Leaving aircraft (whether belonging to Tenant or any Subtenant) unattended on aprons not abutting taxi lanes.

Two violations of subsection B within a twelve-month period is a Default of this Lease.

Tenant may not use the premises for any other purpose without the Director of Airport's express prior written consent. Any use of the premises other than as described herein without the Director of Airports' prior written consent is a Default of this lease.

12. Rental Operations and Subleases.

- A. Subject to the terms of this Section, Tenant may rent hangar space and office to subtenants (each, a "**Subtenant**") pursuant to the rules and regulations adopted from time to time by the Airport, including but not limited to the following:
  - i. Rental Agreements are subject to the terms and conditions of, and subordinate to, this Lease. The term of a Rental Agreement may not be greater than the term of this Lease.
  - ii. Rental Agreements do not create a landlord-tenant or any other legal relationship between the Lessor and Tenant's subtenant.
  - iii. Tenant is, and at all times will remain, entirely responsible for the full performance of this Lease.
  - iv. Tenant or its authorized representative must be available during normal business hours, either at the Airport or by telephone/email to discuss the rental space and to conduct business.
  - v. By December 1 each year, Tenant shall give the Lessor a list of the name, address, phone number, and email address of all current Subtenants, along with the identification and make of all of each Subtenant's hangered Aircraft and a description of each subtenant's business activity, if applicable.
  - vi. Tenant is responsible for all materials stored on the Premises, whether the materials are stored by Tenant or Tenant's agents, employees, or Subtenants.
  - vii. No commercial aviation operations are permitted without the prior written consent of the Director of Airports.

B. Additional Terms Applicable to Commercial and Charter Rental Agreements:

- i. Tenant shall cause each Subtenant conducting commercial activities or charter operations to enter into a license agreement with the Lessor that governs the payment of the commercial license fee and/or Charter Landing Fee by the Subtenant directly to the Lessor (a “**License Agreement**”).
- ii. Tenant shall use good faith efforts to cause all Subtenants of the Premises who elect to conduct FAR Part 135 Charter operations to, from, or through the Premises, to strictly comply with the provisions of this Section 12.B.
- iii. If a Subtenant is found to be conducting any commercial aviation activity in a hangar or office space without the written consent of the Director of Airports, Tenant shall immediately serve the Subtenant of such hangar or office space with a thirty (30) day cure or quit notice and concurrently deliver a copy of the notice to the Director of Airports. If the offending Subtenant fails to cause the cessation of such commercial activity within thirty (30) days of the cure or quit notice, Tenant shall terminate the Subtenant’s Rental Agreement.
- iv. Tenant does not have any liability to the Lessor if a Subtenant is delinquent in or is otherwise in violation of the provisions of a License Agreement.
- v. Tenant shall include provisions in all commercial and charter rental agreements to require that Subtenant:
  - a. Pay the Lessor the commercial license fee and/or Charter Landing Fee.
  - b. Acknowledge that the underlying leased premises are owned in fee by Lessor and that the Tenant has entered into a lease with Lessor for the Leased Premises.
  - c. First enter into a License Agreement with the Lessor to engage in commercial operations on the Premises pursuant to the license provisions of the Lease and subject to terms and conditions established between Lessor and Subtenant for the privilege of conducting its business at the Airport and in consideration for the impacts such commercial operations may have on the Airport.
  - d. Not operate any commercial operations under a Rental Agreement until a License Agreement has been executed by Lessor and the Subtenant.

- e. Provide Tenant with a copy of any executed License Agreement and immediately inform Tenant of the termination of any such License Agreement.
- f. Acknowledge that in the event Subtenant (i) engages in commercial operations on the Leased Premises without having first entered into a License Agreement, (ii) is in default or breach of his or her License Agreement with the Lessor, or (iii) has its License Agreement terminated for any reason and Subtenant nevertheless continues to engage in commercial operations on the Leased Premises, Subtenant's Rental Agreement can be terminated by the Tenant.
- g. Upon notification by the Lessor to Tenant of a violation of the provisions of this Section 12, or a License Agreement by a Subtenant, Tenant shall within ten (10) days of receipt of such written notice, either (i) cancel or otherwise terminate the Rental Agreement, or (ii) cure the default under the License Agreement. Lessee's failure to either terminate the Rental Agreement or cure the default under the License Agreement is a Default under this Lease.

13. Condition of Premises.

- A. No Warranty. Except as provided herein, Tenant is leasing the Premises in an "as is" physical condition with no warranty, express or implied, on the part of Lessor as to the physical condition of the Premises, including but not limited to, the condition of any existing improvements., the soil and the geology of the soil, the air, surface water and groundwater, the presence of known and unknown faults, the presence of Hazardous Materials and all other kinds of contamination and pollutants of any kind in the air, soil, groundwater and surface water, and the suitability of the Premises for the construction and use of the improvements thereon.
- B. Tenant Independent Investigation. It is the sole responsibility of Tenant, in its sole cost and expense, to investigate the condition of the Premises to its satisfaction, including (i) the suitability of the soil, geologic, environmental and seismic conditions of the Premises for the intended use contemplated herein, and (ii) the presence of any contaminants, or Hazardous Materials, as defined in Section 19.A., in air, soil, groundwater and surface water in, on, or under the Premises and pollutants of any kind located on or within the Premises. This Lease imposes no responsibility or obligation on Lessor to prepare or implement any remediation plan or to attain remediation of the Premises to a level of standard required for Tenant's use or any other purpose. Lessor makes no warranties, representations, covenants, or agreements concerning remediation for the purposes of Tenant's use or any changes in Environmental Laws, as defined in Section 19.B., affecting such uses.

The respective agreements and obligations of Lessor and Tenant under this Section 13 will survive the expiration or termination, for any reason, of this Lease.

- C. No Concealment. Notwithstanding anything in this Lease to the contrary, Lessor represents to Tenant that Lessor is not concealing any knowledge of the presence of contamination possessed by the current officers and managers of the Airport. However, Lessor makes no representation regarding what would be revealed by a review and search of its records, interviews of its employees or past employees or the undertaking of due diligence to discover any information or knowledge not now known to its present officers and managers.
  - D. Maintenance. Tenant shall maintain the Premises in accordance with Section 16-~~2~~<sub>2</sub> Maintenance, Repair and Storage.
14. Utility Obligations. Tenant shall pay, on Tenant's own account, all charges for utilities used or consumed on the Premises, including, but not limited to, gas, water, electricity, garbage disposal, storm water and sanitary sewer services, janitorial services, and telephone services.

In the event Lessor reasonably requires, or any utility company requires, that any existing or new overhead distribution system be installed underground, Tenant shall, at its own cost and expense, provide all necessary facility changes on the Premises so as to receive such services.

15. Alterations and Additions.
- A. Tenant may not do any of the following: (i) erect or place any additional structures on the Premises, (ii) make any improvements or alterations to the exterior of any Tenant's Buildings, parking area or landscaping, (iii) make any improvements or alterations to the interior of any of Tenant's Buildings that require the issuance of a building permit without written consent of Lessor. Tenant shall provide the Director of Airports with written plans detailing any proposed improvement. If the Director of Airports does not provide a written response to Tenant's proposed changes within thirty (30) days of the date the Director of Airports confirms his or her receipt of such plans, the proposed improvement will be deemed approved by the Director of Airports. The Director of Airports may not unreasonably withhold or condition its approval of any proposed improvement or alteration.
  - B. In the event Tenant makes alterations, constructs additions, or adds additional structures that violate the conditions contained in this Lease (an "**Unauthorized Addition**"), at the Director of Airports sole discretion, Tenant shall remove all or any portion of such Unauthorized Addition at Tenant's sole cost and expense. If Tenant is required to remove any Unauthorized Addition, Tenant, at its sole cost

and expense, shall restore the Premises to the condition existing immediately prior to the existence of the Unauthorized Addition, or such other condition designated by Lessor in its election. If Tenant is not required to remove all or any portion of the Unauthorized Addition, then at the Director of Airports sole discretion will advise Tenant if all or any portion of the Unauthorized Addition will remain on and be surrendered with or be removed from the Premises, at the Tenant's sole cost and expense, on the expiration or termination of the Lease.

- C. If the Director of Airports has given written consent to Tenant, permitting Tenant to make certain alterations or make any additional improvements to the Premises, Tenant may not commence construction until Tenant has (i) obtained all necessary building permits and all other approvals required, and (ii) provided Lessor with twenty (20) days advance written notice of the commencement of such construction. In addition, Tenant shall cause a Notice of Lessor Non-Responsibility to be posted and recorded during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice is to be mailed to Lessor upon filing it with the County Recorder.

16. Maintenance, Repair and Storage.

- A. Premises Maintenance. Tenant shall, at its sole expense, throughout the term of this Lease, maintain the Improvements and appurtenances thereto in a first-class condition, in a neat, clean, orderly, and attractive condition, except for ordinary wear and tear. Tenant shall cause all maintenance, repairs, and replacements to be of a quality substantially equal to the original material and workmanship. Lessor is the sole judge of the maintenance standards required.

Tenant shall perform all maintenance and repairs in compliance with, and all maintenance and repairs necessary to comply with, all applicable statutes, ordinances, resolutions, regulations, orders, and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over the Airport.

If Tenant fails to perform its maintenance obligations as described herein within thirty (30) days of written notice by County to Tenant of such failure, County shall have the right to enter upon the Premises and to perform such necessary maintenance obligations and Tenant shall be required to reimburse County for the reasonable and actual costs thereof within ten (10) days after receipt of an itemized invoice therefor. If such maintenance obligations are of such a nature that they cannot reasonably be completed within such thirty (30) day period, Tenant shall be deemed to have performed its maintenance obligations within such thirty (30) day period if Tenant has started such maintenance obligations within such thirty (30) day period and diligently pursues such maintenance obligations to completion.

- B. Lease Maintenance Plan. In order to determine what maintenance is required to maintain the Site Improvements on the Premises in a neat, clean, orderly, and attractive condition, as required by this Lease, through the remaining term of the Lease (such maintenance, the “**Maintenance Work**”), the Lessor and Tenant shall conduct a joint inspection of the Improvements. The joint inspection is to occur (i) simultaneous with the joint inspection undertaken pursuant to Section 16 of the Master Lease, (ii) not earlier than February 1, 2035 and not later than February 1, 2036, or (iii) not earlier than February 1, 2050 and not later than February 1, 2051, or (iv) not earlier than February 1, 2060 and not later than February 1, 2061, as applicable, if the Tenant elects to extend the Lease pursuant to Section 2.B.

The Maintenance Work may include, but is not limited to, the following:

- i. Interior and exterior building improvements, including roof, doors, windows, signage, street facades, painting, flooring, fixtures (i.e., lights, toilets and sinks), et cetera.
- ii. The replacement of asphalt, and the cut and repair of any concrete features on the aircraft ramp and in the driveways and parking lot of the Premises.
- iii. The repair, replacement, and upgrade of HVAC.
- iv. The repair, replacement and upgrade of plumbing and electrical systems in the Site Improvements.

Within ninety (90) days after the joint inspection of the Premises, Tenant shall prepare and submit to the Director of Airports for his or her approval a detailed plan that itemizes the Maintenance Work to be performed (the “**Maintenance Plan**”). The Maintenance Plan must include a timeline for the performance of the Maintenance Work and the expected cost of the Maintenance Work. The Director of Airports will review the Maintenance Plan and approve or disapprove it within thirty (30) days of receipt. If the Maintenance Plan is not approved by the Director of Airports, the Director of Airports shall set forth in writing and notify Tenant of his or her reasons for withholding such approval. Tenant shall thereafter submit a revised Maintenance Plan to the Director of Airports, which approval is to be granted or denied within thirty (30) days of receipt in accordance with the procedures set forth above. The Director of Airports may not unreasonably withhold approval of the Maintenance Plan. If a Maintenance Plan has not been approved by February 1, 2036 or February 1, 2051 or February 1, 2061, as applicable if this Lease is extended, Tenant will be in default of this Lease. Tenant’s failure to prepare the Maintenance Plan is a Default of this Lease.

If at any time the Lessor determines that it will require Tenant to remove a particular Improvement pursuant to Section 29, the Lessor shall give Tenant

prompt written notice of such determination, and thereafter Tenant will not be required to comply with the terms of this Section 16 with respect to such Improvement. Notwithstanding the above, Tenant has an ongoing obligation to maintain all Improvements in accordance with Section 16.A.

- C. Plans and Lessor's Approval. Prior to commencing any Maintenance Work, Tenant shall obtain the Director of Airports' written approval of all plans prepared by architects, engineers or contractors that relate to the Maintenance Plan, and all modifications or amendments thereto (including all working drawings and other supplements thereto, but excluding immaterial field changes).
- D. Tenant Responsibility for Maintenance Work. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the Maintenance Work. Approval of the Maintenance Plan by the Director of Airports does not constitute a representation or warranty as to its conformity with other requirements, and responsibility therefor remains at all times in Tenant.

Tenant shall cause all Maintenance Work to be constructed in conformance with: (i) all requirements of the Lessor, (ii) the Maintenance Plan, (iii) all applicable statutes, ordinances, building codes, Airport Policy and Standards for Development, and rules and regulations of the Lessor, and (iv) the rules and regulations of all other authorities having jurisdiction over the Premises or Tenant's operations thereon, including, but not limited to, the Contra Costa County Department of Conservation and Development, the Contra Costa County Public Works Department and the Federal Aviation Administration.

- E. Performance Bond. Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor a performance bond of a surety company licensed to transact business in the State of California, or other type of security satisfactory to the Lessor, that (i) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Work that is being performed, (ii) names Tenant as principal, and (iii) guarantees faithful performance of all construction work associated with the Maintenance Plan by April 1, 2056, or such date as is identified in the Maintenance Plan as the date the maintenance work will be completed. The performance bond or other security must be in a form acceptable to the Lessor.
- F. Payment Bond. Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor either of the following: (i) a payment bond of a surety company licensed to transact business in the State of California that (x) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Plan and all other necessary appurtenances specific therein, and (y) guarantees the payment of all labor, materials, provisions, supplies and equipment

used in, upon, for or about the performance of the construction work; or (ii) an alternate form of security that is acceptable to the Lessor in its sole discretion. The payment bond must be in a form acceptable to the Lessor and must satisfy the requirements of California Civil Code section 3248.

- G. Inspection and Acceptance. Tenant shall obtain all applicable permits and authorizations of, all local, state, federal and other government agencies and entities that have jurisdiction over the Maintenance Work, including but not limited to, the Contra Costa County Department of Conservation and Development and the Contra Costa County Public Works Department. All Maintenance Work is subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Maintenance Work. Nothing in this Lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Maintenance Work.
- H. No Warranties. The inspection, testing and acceptance by the Lessor under this or any other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by the Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and of the Maintenance Plan as approved by the Lessor, nor is the Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.
- I. Engineering. Tenant is responsible for all engineering work and the accuracy thereof. Any material deviations from the Maintenance Plan approved by the Director of Airports must have prior written approval by the Lessor.
- J. Paving and Concrete. As required under Section 16, and as necessary during the Term of this Lease, Tenant shall upgrade the pavement for the driveways and parking areas within the Premises to enable them to accommodate the heaviest vehicle expected to operate in the area. When installed, the pavement must have an expected pavement life of at least twenty (20) years. All road access must be in compliance with Lessor Public Works Department standards.
- K. Notice of Non-Responsibility. Tenant shall cause a notice of the Lessor non-responsibility to be posted and recorded by Tenant during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice must be filed with the Lessor Recorder and mailed to the Director of Airports after filing.
- L. Storage on Premises. No materials, supplies, products, equipment or other personal property that is not directly necessary for the light industrial business uses described in Section 11<sup>7.2</sup>, Use of Premises, and no vehicles other than the personal vehicles of the employees, guests and invitees of Tenant or its subtenants, shall be permitted to remain on any portion of the Premises without

the prior written consent of the Director of Airports. Tenant shall store personal property items, supplies and materials and combustibles inside the Tenant's Site Improvements in a safe, neat and sanitary manner.

17. Lawful Conduct. Tenant shall obey and observe, and shall ensure that all persons entering upon the Premises obey and observe, all the terms and conditions of this Lease and all statutes, ordinances, resolutions, regulations, orders, and policies now in existence or adopted from time to time by the United States, (including, but not limited to, the Federal Aviation Administration) the State of California, the County of Contra Costa, the Central Contra Costa Sanitary District, the San Francisco Bay Regional Water Quality Control Board, and all other government agencies with jurisdiction over the Airport (collectively, the "**Applicable Laws**") including, but not limited to, Applicable Laws concerning health, safety, fire, accessibility, police, and the environment.

Tenant shall pay all fines and penalties levied against it by any government agency for Tenant's violation of any Applicable Law associated with activities on the Premises.

18. Waste, Quiet Conduct, Nuisance, Pollution. Tenant may not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing that may disturb the quiet enjoyment or the use of the Airport or surrounding property.

Tenant shall provide, as legally required, a separate drainage, collection, and/or liquid waste separation system to ensure that no untreated liquid waste from any type of Tenant operation, including aircraft cleaning and oil change operations, enters the Airport storm drainage or sanitary system.

Tenant may not permit any activity on the Premises that produces unlawful or excessive amounts or levels of air pollution, (e.g., gases, particulate matter, odors, fumes, smoke, dust), water pollution, noise, glare, heat emissions, trash or refuse accumulation, vibration, prop-wash, jet blast, electronic or radio interference with navigational and communication facilities used in the operation of the Airport or by aircraft, or any other activity that is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions.

19. Hazardous Materials.

- A. Definition of Hazardous Materials. As used in this Lease, the term "Hazardous Materials" means any hazardous or toxic substance, hazardous or radioactive material, or hazardous waste, pollutant or contaminant at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Premises. Hazardous Materials include the following: (i) Any "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste," as defined in Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) any "hazardous substance" as that term is defined in Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous

Substance Account Act), (iii) any material or substance listed as a chemical known to cause cancer or reproductive toxicity pursuant to Section 6380 of the California Labor Code, Division 5, Part 1, Chapter 2.5 (Hazardous Substances Information and Training Act); (iv) any "hazardous waste" as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* (42 U.S.C. Section 6903); (v) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.* (42 U.S.C. Section 9601); (vi) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local statute, ordinance, resolution, regulation, order, policy, or requirement, including applicable consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect; (vii) any petroleum product; (viii) any radioactive material, including any "source materials", "special nuclear materials", or "byproduct material" as defined in 42 U.S.C. Section 2011 *et seq.*; (ix) any asbestos in any form or condition; and (x) any polychlorinated biphenyls (PCBs) and any substances or any compounds containing PCBs.

- B. Use of Hazardous Materials. Tenant may not cause or permit its officers, employees, agents, contractors, renters, guests or invitees to cause, any Hazardous Material, as defined in this Section, to be generated, brought onto, stored, used, emitted, released, discharged or disposed of in, on, under, or about the Premises, except for limited quantities of (i) standard office and janitorial supplies containing chemicals categorized as Hazardous Materials; (ii) motor oils, hydraulic fluids, fuel and other materials commonly used in aircraft storage and fueling facilities; (iii) such other Hazardous Materials as are customarily used in connection with the intended use contemplated herein or approved in advance in writing by Lessor. During the term of this Lease, Tenant shall strictly comply with all applicable laws, statutes, ordinances, regulations, orders, etc., in effect that relate to public health and safety and protection of the environment including, but not limited to those identified in this Section ("**Environmental Laws**").
- C. Notification to the Director of Airports. If, during Term of this Lease, Tenant becomes aware of (i) any actual or threatened release of any Hazardous Materials on, under, or about the Premises other than as described in the Rosso Report; or (ii) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material on, under, or about the Premises, Tenant shall (i) immediately provide verbal notification to the Director of Airports and (ii) provide written notification of such release or investigation to the Director of Airports within twenty-four (24) hours after learning of it. In the event Tenant receives any claims, notices of violation, reports, or other writing concerning the aforementioned release or investigation, Tenant shall furnish copies of all such materials to Lessor no later than the business day following Tenant's receipt thereof.

Notification to the Director of Airports under this Section does not relieve Tenant of any obligation to notify any government agency under any Applicable Law.

D. Indemnification. Tenant shall, at Tenant's sole expense and with legal counsel reasonably acceptable to Lessor, indemnify, protect, defend, and hold harmless Lessor and Lessor's officers, employees, agents, and contractors from and against any and all demands, losses, claims, costs, suits liability and expenses including without limitation, attorney's fees and consultant fees arising out of or relating to the violation of any Environmental Laws or the use, handling, generation, emission, release, discharge, storage or disposal of any Hazardous Materials by Tenant or Tenant's officers, employees, agents, contractors, subtenants, renters, guests or invitees.

i. This indemnification applies whether or not the concentration of such Hazardous Materials exceeds state or federal maximum contaminant or action levels or whether any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (i) losses attributable to diminution in the value of the Premises; (ii) loss or restriction of use of rentable space on the Premises; (iii) adverse effect on the marketing of any rental space on the Premises; and (iv) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Premises and surrounding properties).

ii. This indemnification clause will survive any expiration or termination of this Lease.

iii. Tenant is not required to indemnify Lessor against liability to the extent arising as a result of, and shall have no responsibility for, (a) Hazardous Materials that are present in, on, under or about the Premises as of the Effective Date, including, without limitation, any Hazardous Materials identified in the Rosso Report or the tables appended thereto, or (b) Hazardous Materials that migrate from surrounding or adjacent property, unless such migration is caused by Tenant's activities on the Premises or on the surrounding or adjacent property.

20. Stormwater Discharge. Lessor has applied for and received a National Pollutant Discharge Elimination Permit ("NPDEP") under the Federal Clean Water Act, which covers Tenant's operations on the Premises. In accordance with Section 17, Lawful Conduct, of this Lease, Tenant shall comply with (i) all laws and regulations arising under the Federal Clean Water Act that are applicable to Tenant's operations on the Premises; and (ii) Lessor's NPDEP.

Except to the extent permitted by Lessor's NPDEP, Tenant shall ensure that no pollution or Hazardous Materials of any type is discharged into the stormwater system at the

Airport, and shall comply with Lessor's NPDEP in all respects and in accordance with the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises, and any amendments thereto, and in accordance with all applicable laws and regulations and other Lessor requirements. Copies of the Stormwater Control Plan and Stormwater Control Operation and Maintenance Plan for the Premises will be maintained on file at the Contra Costa County Public Works Department and are incorporated herein by reference.

In the event Tenant conducts any type of operation on the Premises that allows pollutants of any kind to enter the Airport's storm water system in violation of the above (a "**Storm Water Release**"), then Tenant shall notify County in writing that such event has occurred. If Tenant allows another Storm Water Release to occur after Tenant's written notice to County, then Tenant shall provide and install, at Tenant's sole expense, a separate drainage, collection, and/or separation system ("**Storm Water Equipment**") to ensure that (i) no untreated liquid waste that is prohibited from being discharged directly into the storm drainage or sanitary system may enter the storm drainage system or sanitary system of the Airport, and (ii) no pollution of any type or any hazardous material as defined in Section 19-~~2~~ Hazardous Materials, will be discharged into the storm water system at the Airport except to the extent such discharge complies with the NPDEP in all respects.

Tenant is responsible for any Storm Water Release by Tenant, its officers, employees, agents, contractors, renters, guests or invitees during the entire term of this Lease. Any fine or remedial action required of Lessor, by any agency or agencies having jurisdiction over the Airport, as a result of actions or discharges from the Premises by Tenant, its officers, employees, agents, contractors, renters, guests or invitees, will be charged to Tenant, and Tenant shall immediately reimburse Lessor for these costs upon demand. In addition, except to the extent permitted by Lessor's NPDEP, any discharge of pollutants or Hazardous Materials, as defined herein, on or from the Premises by Tenant is a Default under this Lease.

21. Rules and Regulations. Tenant shall observe and obey all policies, rules, and regulations promulgated by Lessor's Board of Supervisors and any other government entities or agencies having jurisdiction over the Airport.
22. Noise Ordinance. Tenant shall comply with County Ordinances 87-8 and 88-82, as amended, and all other rules and ordinances relating to noise standards at the Airport, as may be approved from time to time by the County Board of Supervisors.
23. Security. Lessor has no obligation to provide security to the Premises. Tenant shall provide, through the use of buildings, structures, walls, fences, gates and similar barriers, or a combination thereof, uninterrupted on-site security at all times for the prevention of unauthorized pedestrian and vehicular access to the aircraft operating area by way of the Premises. Tenant shall control direct or indirect points of entry to the aircraft operating area to accommodate authorized individuals and authorized vehicles in compliance with FAA and Airport security requirements. Tenant shall also provide security for on-site facilities, such as vehicular parking lots, buildings, hangars and fueling facilities on the

Premises. Tenant shall provide adequate lighting to provide for all-night illumination of the perimeter of all buildings on the Premises, including, aprons, aircraft tie-down areas, vehicular parking lots and pedestrian walkways surrounding the Premises. If at any time during the Term of this Lease additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over the Airport, Tenant shall comply with said security requirements at Tenant's sole expense. If Airport is fined by FAA for a security violation caused by Tenant, Tenant shall immediately reimburse Lessor upon demand.

24. Indemnification. Tenant shall defend, hold harmless, and indemnify the Indemnitees (as defined below) from Liabilities (as defined below).
- A. "Indemnitees" means Lessor, its governing body, elective and appointive boards, commissions, officers, employees, representatives and agents.
  - B. "Liabilities" means any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of an Act (as defined below) and such liabilities shall include, but are not limited to personal injury, death, property damage, inverse condemnation claims of third parties or any combination of these, and including the defense of any suits or actions at law or equity concerning these.
  - C. An "Act" means any act, intentional or negligent, or omission by Tenant, its officers, employees, agents, representatives, invitees, contractors, subtenants, renters or guests in connection with the occupancy and use of the Premises by Tenant, its shareholders, or any subtenant, renter or assignee, or the matters covered by this Lease, or claimed to be attributable to Tenant, its officers, employees, agents, representatives, invitees, contractors, subtenants, renters, guests, assignees, or one or more of them.
  - D. The promise and agreement in this Section are not conditioned or dependent on whether Tenant or Lessor has prepared, supplied, or approved any plans or specifications in connection with work performed pursuant to Section 15-~~2~~3 Alterations and Additions, or Section 16-~~2~~3 Maintenance, Repair and Storage, or has insurance or other indemnification covering any of these matters. This indemnification clause will survive any expiration or termination of this Lease.
25. Insurance. Tenant shall procure and maintain, at its own cost and expense, at all times during the Term of this Lease, the following policies issued by insurance companies authorized to do business in California, with a financial rating of at least an A-status (unless otherwise stated below) as rated in the most recent edition of Best's Insurance Reports:
- A. Commercial General Liability and Property Damage Insurance. Tenant shall obtain and maintain, owner, landlord, and tenant commercial general liability insurance with a financial rating of at least an A- or P status (pooled insurance coverage) covering and insuring all parties hereto (including naming Contra Costa

County and its officers, agents, and employees as additional insureds under the policy or policies) with a minimum combined single limit coverage of One Million and No/100 Dollars (\$1,000,000.00) for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence arising out of Tenant's leasehold interest in, or maintenance or use of, the Premises and all operations necessary or incidental thereto. Liability insurance will be factored periodically to maintain adequate coverage.

- B. Property and Fire Insurance. Tenant shall insure for fire and extended coverage risks all personal property, improvements, and alterations in, on, or about the Premises. Such insurance must be in an amount equal to one hundred percent (100%) of insurable, full replacement value of any improvements located on thereon, and include vandalism and malicious mischief endorsements. Such property insurance policies must contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder.
  - C. Worker's Compensation. Tenant shall obtain workers' compensation insurance as required by law, covering all employees of Tenant, and such insurance shall be kept in force during the entire Term of this Lease.
  - D. Form of Policies. Tenant shall cause all policies of insurance required by this Section to be in such standard form and written by such qualified insurance companies as is satisfactory to Lessor. Tenant shall provide evidence of such insurance to Lessor in the form of (i) a copy of the policies, and (ii) a duly executed certificate of insurance. All of such certificates shall name "Contra Costa County, its officers, agents, and employees" as additional insureds. Said policy or policies or certificates shall contain a provision that written notice of policy lapses, cancellation or any changes thereto shall be delivered to Lessor no fewer than thirty (30) days in advance of the effective date thereof.
  - E. Notice. Tenant shall give Lessor prompt and timely notice of any claim made or suit instituted of which it has knowledge and which could in any way directly, contingently or otherwise, affect either Tenant or Lessor or both, and both Tenant and Lessor shall have the right to participate in the defense of such claim or suit to the extent of its respective interest.
26. Taxes. Tenant agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, and other charges that are levied and assessed upon Tenant's interest in the Premises, or upon Tenant's personal property installed or located in or on the Premises, by Contra Costa County and other legally authorized government authority. Tenant may pay any taxes and assessments under protest, without liability, cost or expense to Lessor, to contest the amount in good faith.
27. Inspection, Access and Notice. Upon twenty-four (24) hour written notice to Tenant, Lessor and its agents may enter and inspect the Premises and any and every building, structure, or improvement thereon. Lessor also has the right to serve or to post and to

keep posted on the Premises, or on any part thereof, any notice permitted by law or this Lease, including but not limited to a notice pursuant to Section 3094 of the Civil Code. Lessor is not liable in any manner for any inconvenience, disturbance, loss of business, or other damage arising out of Lessor's entry on the Premises as allowed in this Section. Lessor shall conduct its activities as allowed in this Section in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant and its employees, agents, invitees, contractors, subtenants, renters and guests, and may not materially interfere with access to or use of the Premises. Tenant shall provide an access gate through the Premises for emergency vehicles.

28. Assignment and Encumbrances. Except as permitted by Section 12 above and Section 35 below, Tenant may not voluntarily sell, assign, transfer or encumber (each, a "Transfer"), its interest in this Lease or in the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Lessor's written consent, which may not be unreasonably withheld. Notwithstanding the foregoing sentence, with respect to any Transfer for which Lessor's consent is required, Lessor has the right to require financial and other information from a proposed assignee, purchaser, transferee or other encumbering party (each, a "Transferee"), to make its decision, and Tenant shall assist Lessor in obtaining such information from any proposed Transferee. Any Transfer without Lessor's prior written consent is voidable and, at Lessor's election, constitutes a Default. Any consent to a Transfer does not constitute a further waiver of the provisions of this Section.

If Tenant is a corporation or a limited liability company, any (i) dissolution, merger, consolidation, or other reorganization of Tenant, or (ii) sale or other transfer of a controlling percentage of the capital stock or membership interests, as the case may be, of Tenant, or (iii) sale of fifty percent (50%) of the value of the assets of Tenant, will be deemed a voluntary assignment. The phrase "controlling percentage" means (a) in the case of a corporation, the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors and (b) in the case of a limited liability company, ownership of, and the right to vote, membership interests possessing more than fifty percent (50%) of the total combined voting interests of Tenant.

If Tenant is in default of monetary obligations to Lessor pursuant to this Lease, Tenant immediately and irrevocably assigns to Lessor, as security for Tenant's monetary obligations under this Lease, all rent from any subletting of all or part of the Premises as permitted by this Lease. A receiver for Tenant appointed on Lessor's application, may collect such rent and apply it toward Tenant's obligations under this Lease.

29. Surrender of Possession.

A. Improvements. Title to all Improvements, including all alterations or additions (including Unauthorized Additions) thereto, will remain in Tenant until the

expiration, cancellation, or other earlier termination of this Lease. Upon expiration, cancellation or other earlier termination of this Lease, except as otherwise provided herein, title to all Improvements will automatically vest in Lessor and will remain on and will be surrendered with the Premises.

If Lessor does not desire title to any portion of the Site Improvements, Lessor shall notify Tenant in writing as soon as practicable which of the Site Improvements are to be removed by Tenant (the “**Excluded Improvements**”). Tenant shall remove the Excluded Improvements above ground level, within one hundred twenty (120) days following the effective date of such notice.

If Tenant fails to remove the Excluded Improvements, Lessor may remove them at Tenant’s expense, and, upon written demand by Lessor, Tenant shall immediately reimburse Lessor, in full, for all of the costs and expenses incurred by Lessor in removing the Excluded Improvements.

Within thirty (30) days after expiration, cancellation, or termination of this Lease, Tenant shall surrender to Lessor the Premises and all improvements, including alterations and additions, in good condition (ordinary wear and tear and destruction to the Premises covered by Section 32-~~2~~, Destruction, excepted). If Tenant is required to remove Excluded Improvements, Tenant shall surrender that portion of the Premises where the Excluded Improvements are located within one hundred twenty (120) days after the expiration, cancellation, or termination of this Lease in good condition (ordinary wear and tear and destruction to such Premises covered by Section 32-~~2~~, Destruction, excepted). If Tenant fails to surrender the Premises to Lessor on expiration, cancellation, or termination of this Lease, Tenant shall defend, indemnify, and hold Lessor harmless from any and all claims, liability, costs, and damages resulting from Tenant’s failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant or renter.

- B. Personal Property. Title to personal property belonging to Tenant will remain in Tenant at all times during the Term of this Lease, and Tenant has the right at any time to remove any or all of its personal property from the Premises, provided that upon any such removal, Tenant shall repair, at Tenant’s expense, any damage resulting therefrom and leave the Premises in a clean and neat condition.
- C. Removal of Personal Property. If Tenant fails to remove any personal property from the Premises within thirty (30) days after the expiration, cancellation, or termination of this Lease, such personal property may be removed by Lessor at Tenant’s expense, by charging such expense to the Security Deposit, as provided in Section 8, Additional Payment Provisions. If Lessor’s cost to remove personal property from the Premises exceeds the amount of the Security Deposit, then Tenant shall reimburse Lessor the difference between Lessor’s cost and the amount of the Security Deposit, immediately upon receipt of Lessor’s written demand therefor.

D. Effectiveness. The provisions of this Section will survive the expiration, cancellation or earlier termination of this Lease.

30. Default. The occurrence of any of the following is a “**Default**” by Tenant:

- A. Tenant’s failure to pay any Rent or other charges when due, if the failure continues for thirty (30) days after such payment is due. Notwithstanding the foregoing, failure to pay any Rent or other charges when due twice in any twelve (12) month period is a Default without further notice from Lessor.
- B. Tenant’s failure to undertake such reasonable maintenance of the Premises as directed by the Director of Airports, if the failure continues for thirty (30) days after notice of any reasonably required maintenance has been given to Tenant. If, in the sole and reasonable discretion of the Director of Airports, the required maintenance cannot be completed within thirty (30) days, Tenant is not in Default of this Lease if Tenant commences to perform the maintenance within the thirty (30) day period and diligently and in good faith continues to perform the maintenance to completion.
- C. Tenant’s failure to cure a safety hazard immediately upon notice from Lessor to do so. If, in the sole discretion of the Director of Airports, the required cure of the noticed safety hazard cannot be completed within twenty-four (24) hours, Tenant is not in Default of this Lease if Tenant commences to cure the failure within the twenty-four (24) hour period and diligently and in good faith continues to cure the Default as soon as reasonably possible.
- D. Tenant’s failure to provide any instrument or assurance or estoppel certificate required by this lease if the failure continues for twenty (20) business days after written notice of the failure from Lessor to Tenant.
- E. Tenant’s failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after written notice of the failure from Lessor to Tenant. If, in the sole and reasonable discretion of the Director of Airports, the required cure of the noticed default cannot be completed within thirty (30) days, Tenant is not in Default of this Lease if Tenant commences to cure the Default within the thirty (30) day period and diligently and in good faith continues to cure the Default to completion.
- F. The committing of waste on the Premises, including any intentional act by Tenant to harm the Premises.
- G. Tenant’s failure to comply with any of the provisions of Section 36, Non-Discrimination.
- H. To the extent permitted by law:
  - i. A general assignment is given by Tenant or any guarantor of the Lease for the benefit of creditors.

- ii. The filing by or against Tenant or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days of its filing.
- iii. The appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is unconditionally restored to Tenant or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved.
- iv. Any execution or other judicially authorized seizure of all or substantially all of the assets of Tenant located on the Premises, or of Tenant's interest in this lease, unless that seizure is discharged within thirty (30) days.

When this Lease requires service of notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure section 1151 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or similar notice required by this Lease) in the manner required by Section 41, Notices, will replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure section 1162 or any similar or successor statute.

31. Lessor's Remedies. Lessor has the following remedies upon the occurrence of a Default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law:

- A. Lessor may terminate this Lease and Tenant's right to possession of the Premises at any time. No act by Lessor other than giving written notice to Tenant shall terminate this Lease. Lessor's acts of maintenance, efforts to re-let the Premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this Lease do not constitute a termination of Tenant's right to possession. Upon termination of this Lease, Lessor has the right to recover from Tenant:
  - i. The worth, at the time of the award, of the unpaid Rent and fees that had been earned at the time of the termination of this Lease;
  - ii. The worth, at the time of the award, of the amount by which the unpaid Rent and fees that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent and fees that Tenant proves could have been reasonably avoided;
  - iii. The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the loss of Rent and fees that Tenant proves could have been reasonably avoided; and

- iv. Any other amount, and court costs, necessary to compensate Lessor for all detriment proximately caused by Tenant's Default.

"The worth, at the time of the award," as used in (i) and (ii) of this Section, is to be computed by allowing interest at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less. "The worth, at the time of the award," as used in (iii) of this Section, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

- B. Lessor, at any time after the occurrence of a Default described in Section 30.B, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the thirty (30) day notice period described in Section 30.B.
  - C. Lessor, at any time after the occurrence of a Default described in Section 30.C, can cure the Default at Tenant's cost, provided Tenant has failed to cure such Default within the twenty-four (24) hour notice period described in Section 30.C or fails to diligently and in good faith continues to cure the Default as soon as reasonably possible.
  - D. If Lessor at any time, by reason of Tenant's Default, pays any sum to cure a Default or does any act that requires the payment of any sum, the sum paid by Lessor will be due from Tenant to Lessor within thirty (30) days from the time the sum is paid, following written notice by Lessor to Tenant of the amount due. If such amount is not paid within thirty (30) days of the notice, the amount due will bear interest at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is less, from the date the sum is paid by Lessor until Lessor is completely reimbursed by Tenant. The amount due from Tenant, together with interest accrued thereon, is Additional Rent.
32. Destruction. Tenant shall notify Lessor in writing of any damage to the Premises resulting from fire, earthquake or any other event of a sudden, unexpected or unusual nature.
- A. Twenty-Five Percent or Less. In the event of damage to or destruction of any Improvement valued at twenty-five percent (25%) or less of the then- replacement value of the Improvement, Tenant shall repair or replace the Improvement and no rent abatement will apply.
  - B. Greater than Twenty-Five Percent. In the event of damage to or destruction of any Improvement valued in excess of twenty-five percent (25%) of the then-replacement value of the Improvement, Tenant has the option to either terminate this Lease or to repair or replace the Improvement so it is in substantially the same condition as it was in immediately before such damage or destruction. Tenant shall give written notice of its election to Lessor within thirty (30) days of the date of the loss or destruction of the Improvement. If Tenant elects to terminate this Lease, this Lease shall terminate as of the date of Tenant's notice to

Lessor. If Tenant elects to rebuild, Tenant is entitled to a proportionate reduction of Ground Rent (i) while repairs are being made, or (ii) for six months, whichever is less, unless Tenant is compensated by insurance for rent due Lessor, in which case no rent abatement will apply. The proportionate reduction in rent will be calculated by multiplying the monthly rent by a fraction, the numerator of which is the number of square feet that are unusable by the Tenant and the denominator of which is the total square feet in the Premises.

Tenant will have one hundred eighty (180) days to commence repair or restoration of the Improvements and shall diligently pursue the completion of the repair or restoration.

33. Condemnation.

- A. If the whole or any part of the Premises is taken as a result of the exercise of the power of eminent domain or is conveyed to any entity having such power under threat of exercise thereof (both such actions being hereinafter referred to as “**Condemnation**”), this Lease will automatically terminate as to the portion taken as of the date physical possession is taken by the condemnor. The value of any damages to the remainder of the Premises sustained by Tenant and Lessor as a result of a Condemnation action will be determined by a court of law or by negotiation and agreement with the condemnor.
- B. If the remaining part of the Premises is not reasonably suitable for the use described in Section 11, Use of Premises, as reasonably determined by Tenant, this Lease may be terminated by either Lessor or Tenant through written notice to the other party within thirty (30) days of the condemning agency’s adoption of a resolution of necessity (or such agency’s equivalent determination), to condemn the whole or any portion of the Premises. If a Condemnation takes (i) twenty-five percent (25%) or more of the Premises, or (ii) the portion of the Premises providing Tenant access to the Site Improvements, Tenant may terminate this Lease by providing Lessor written notice within thirty (30) days of the condemning agency’s adoption of a resolution of necessity (or such agency’s equivalent determination), to condemn such portion of the Premises. If the remaining part of the Premises is reasonably suitable for the operation of the business described in Section 11, Use of Premises, as reasonably determined by Tenant, this Lease will continue in full force and effect as to such remaining part. If this Lease is not terminated as of the date of such Condemnation, Ground Rent will be reduced to an amount equal to the product of (i) the then-current Ground Rent multiplied by (ii) a fraction, the numerator of which is the number of square feet of the Premises remaining after such Condemnation, and the denominator of which is the number of square feet of the Premises prior to such Condemnation.

In the event that all or any part of the Premises is taken by Condemnation or conveyed in lieu thereof, both parties have the right to pursue a condemnation award against the condemning agency. To the extent allowed by law, Tenant is entitled to any award for lost business, the residual value of its leasehold interest,

moving expenses, and the depreciated value of any fixtures or property improvements installed and not removed by Tenant. Lessor is entitled to all other amounts awarded, including but not limited to, all amounts awarded for land value. No claim made by or payment to Tenant will diminish or otherwise adversely affect Lessor's award. Provided the Lessor is not the condemning agency, Tenant will not have, and may not make, any claim against Lessor for any loss, damage or other matter arising out of any Condemnation.

34. Cancellation by Lessor. If Lessor requires the Premises for purposes other than auxiliary aviation and aircraft storage, Lessor may terminate this Lease with not less than twelve months' prior written notice to Tenant (the "**Material Change Termination Option**"). The written notice provided by Lessor will specify the date on which the Lease will terminate (the "**Termination Date**"). The Termination Date may not be sooner than the tenth anniversary of the Effective Date.

If Lessor exercises its Material Change Termination Option, Lessor shall pay Tenant an amount equal to (i) the value of Tenant's remaining interest in the Premises based on the fair market value of the remaining term of the Lease and any other relevant factors, and (ii) the then-existing fair market value of the Site Improvements (collectively, the "**Termination Value**"). Payment of the Termination Value is due within ten (10) days of the earlier to occur of (i) the Termination Date and (ii) Tenant's satisfaction of the return conditions set forth in Section 16. The Termination Value will be determined using the methodology set forth in Section 6.

Tenant has no right to recover the value of its Improvements in the event the Lease is terminated as a result of Tenant's Default or for any reason other than as specified in this Section.

35. Financing of Leasehold Estate.

A. Tenant's Right to Encumber. Subject to the conditions set forth below, Tenant may, at any time, encumber, at its discretion, all or any portion of its interest in the Lease, the leasehold estate, and the Site Improvements by mortgage (a "**Leasehold Mortgage**"). Tenant may each have only one Leasehold Mortgage outstanding at any time. Any Leasehold Mortgage will be subject and subordinate to all rights and interests of Lessor and will be a lien only on Tenant's interests in and to this Lease and the leasehold estate, and will not be a lien on Lessor's fee interest in the Premises or reversionary interest in the Site Improvements. Any Leasehold Mortgage is subject to the terms and provisions of this Lease and the holder of the Leasehold Mortgage (the "**Mortgagee**"), or anyone claiming by, through or under the Mortgagee, will not, by virtue of the Leasehold Mortgage, acquire any greater rights hereunder than Tenant has under this Lease. Tenant shall deliver to Lessor copies of all documents recorded to evidence any and all Leasehold Mortgages and all notices of default received by Tenant from a Mortgagee. Tenant shall also cause the Mortgagee to deliver copies of default notices to Lessor, simultaneously upon mailing to Tenant.

- B. Tenant's Obligations. Tenant covenants and agrees to pay the indebtedness secured by a Leasehold Mortgage when the same becomes due and payable and to perform, when such performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under a Leasehold Mortgage.
- C. Rights of Mortgagee. A Mortgagee may enforce its rights under its Leasehold Mortgage and acquire title to the Tenant's leasehold estate in any lawful way. Subject to this Lease, including without limitation, the "Use of Premises" and "Rent" provisions hereof, and all other terms, provisions and conditions of this Lease, upon foreclosure (or assignment in lieu of foreclosure) of such Leasehold Mortgage and the Director of Airports' receipt of a copy of the final judgment confirming the sale (or written assignment in lieu of foreclosure), the successor in interest may take possession of that portion of the leasehold estate subject to the Leasehold Mortgage. During such time as the Mortgagee or any successor in interest is the owner and holder of the leasehold estate and Tenant's interest hereunder, whether by foreclosure or otherwise, such interests are subject to all of the terms, conditions and provisions of this Lease.
- D. Rights of Mortgagee to Cure. Lessor shall provide Mortgagee with a copy of any notice of default served upon Tenant by Lessor, provided that Lessor has been notified in writing of the name and address of such Mortgagee. Lessor agrees that if Tenant fails to cure such default within the time provided for in this Lease, then the Mortgagee may have an additional thirty (30) days to cure such default, or if such default cannot be cured within that time, then Mortgagee may have an additional sixty (60) days to cure such default, if within such thirty (30) days, the Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default.
- E. Notice of Compliance. Upon written request by Tenant, Lessor shall execute, acknowledge, and deliver to Tenant or to any Mortgagee, a written statement stating (i) whether the Lease is unmodified and is in full force and effect, and if modified, whether the modified Lease is in full force and effect, and stating the nature of the modification, (ii) whether Lessor is aware of any Default by Tenant in the performance or observance of any term or condition of this Lease, (iii) whether any notice has been given to Tenant of any Default that has not been cured (and, if so, specifying the nature of the Default) and (iv) any other information reasonably requested of Lessor.

36. Non-Discrimination.

- A. Tenant hereby covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal

Regulations, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, (“49 CFR Part 21”), and as such regulations may be amended.

- B. Tenant hereby covenants and agrees: (i) that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of the Premises on the grounds of race, color, sex, or national origin; (ii) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, sex, or national origin; and (iii) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as such regulations may be amended.
- C. In the event of a breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of any appeal rights.
- D. Tenant shall furnish its accommodations and services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- E. Noncompliance with subsection D. above constitutes a material breach thereof and, in the event of such noncompliance, Lessor has the right to terminate this Lease without liability therefore or, at the election of Lessor or the United States, either Lessor or the United States government, or both have the right to judicially enforce the provisions of subsection D.
- F. Tenant agrees that it shall insert the above subsections A through E in any sublease agreement by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations or services, or both to the public on the Premises.
- G. In the event Tenant employs anyone on the Premises or in connection with its activities on the Premises, Tenant assures that it will undertake an Affirmative Action program (as such term is defined by 14 CFR Part 152, Sub-part E (“Sub-part E”)), as required by Sub-part E to ensure that no person is excluded from participating in any employment activities covered by Sub-part E on the grounds of race, creed, color, national origin, or sex. Tenant assures Lessor that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Sub-part E. Tenant assures Lessor that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake Affirmative Action programs, and that

they will require assurances from their suborganizations, as required by Sub-part E, to undertake the same effort.

37. Operation of Airport by Lessor.

- A. Aviation Hazards. Lessor shall take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, including preventing Tenant from constructing, or permitting the construction of, any building or other structure on the Premises that, in the opinion of Lessor or the Federal Aviation Administration, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- B. Navigational Aids. Lessor reserves the right during the Term of this Lease, including any Renewal Term or holdover period, to install air navigational aids, including lighting, in, on, over, under, and across the Premises. In the exercise of any of this right, Lessor shall give Tenant no less than ninety (90) days written notice of its intention to install air navigational aids. Following installation, Lessor is responsible for the maintenance and operation of air navigational aids.

38. Airport Use and Development.

- A. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance.
- B. Lessor reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities at the Airport, together with the right to direct and control all activities of Tenant in this regard.
- C. This Lease is subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, including but not limited to the Federal Aviation Administration, relative to the development, operation, and maintenance of the Airport.
- D. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight includes the right to cause in said airspace all noise inherent in the operation of any aircraft used for navigation or flight through said airspace, and all noise inherent in landing at, taking off from, and operations at the Airport.

39. Development of Premises.

- A. Tenant shall comply with the notification and review requirements covered by 14 CFR Part 77 of the Federal Aviation Regulations in connection with any construction, modification or alteration of any present or future building or

structure situated on the Premises.

- B. Tenant may not cause or permit the construction of any structure or object, or the growth of any tree on the Premises, to exceed the established height contours. In the event the aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at Tenant's sole cost and expense.
  - C. Tenant may not use or develop the Premises in any manner that might interfere with or otherwise constitute a hazard to the landing and taking off of aircraft from the Airport or otherwise constitute a hazard (an "**Interference Hazard**"). Upon learning of any Interference Hazard, Lessor may enter upon the Premises and cause the abatement of such Interference Hazard at the sole cost and expense of Tenant.
  - D. Nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. § 40103) or to consent to future construction, modification or alteration.
  - E. This Lease and all of its provisions are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during a time of war or national emergency.
40. Choice of Law. This Lease is governed by the laws of the State of California.
41. Notices. Any and all notices to be given under this Lease, or otherwise, may be served by enclosing same in a sealed envelope addressed to the party intended to receive the same, at its address set forth herein, and deposited in the United States Post Office as certified mail with postage prepaid. When so given, such notice will be effective from the third date of its mailing. Notices may also be given via a reputable overnight courier service, effective on the next business day following delivery of the notice to the courier service for next day business delivery. Unless otherwise provided in writing by the parties hereto, the address of Lessor, and the proper party to receive any such notices on its behalf, is:

Director of Airports  
Contra Costa County Airports  
550 Sally Ride Drive  
Concord, CA 94520-5550

and the address of Tenant is: Urban Air Mobility, LLC

c/o Nearon Enterprises  
101 Ygnacio Valley Road, Suite 450  
Walnut Creek, CA 94596

Attention: Anthony Perino

With a copy to:

Urban Air Mobility, LLC  
2835 Contra Costa Blvd., Suite A  
Pleasant Hill, CA 94523  
Attention: Mark Scott

42. Time is of the Essence. Time is of the essence for each provision of this Lease.
43. Binding on Successors. The terms of this Lease inure to the benefit of and bind the heirs, successors, executors, administrators and assigns of the parties hereto, subject to the limitations on assignment of this Lease.
44. Invalid Provisions; Severability. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, such invalidity does not invalidate any other covenant, condition or provision of this Lease, provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Tenant in their respective rights and obligations contained in the valid covenants, conditions and provisions of this Lease.
45. Entire Agreement. This Lease and all exhibits (which are incorporated herein and made a part of this Lease by this reference) referred to in this Lease constitute the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior or contemporaneous understandings or agreements of the parties. No alterations or variations of this Lease are valid unless they are in writing and signed by Lessor and Tenant.
46. Cumulative Rights and Remedies. The rights and remedies with respect to any of the terms and conditions of this Lease are cumulative and not exclusive and are in addition to all other rights and remedies at law or in equity. Each right or remedy shall be construed to give it the fullest effect allowed in law.
47. No Third-Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer on any person, other than Lessor and Tenant and their respective successors-in-interest, any rights or remedies under or by reason of this Lease.
48. No Continuing Waiver. The waiver by Lessor of any breach of any of the terms or conditions of this Lease does not constitute a continuing waiver or a waiver of any subsequent breach of the same or of any other terms or conditions of this Lease. The receipt by Lessor of any Rent with knowledge of the breach of any term or condition of this Lease may not be deemed to be a waiver by Lessor, unless such waiver is specifically expressed in writing by the Director of Airports. No payment by Tenant or receipt by Lessor of a lesser amount than specified in this Lease may be deemed to be other than a payment on account of such Rent and may not be deemed to be a waiver of notice of

termination and of forfeiture of this Lease.

49. Covenant Against Liens; Recordation Against Premises. Neither Tenant nor Lessor shall permit any mechanic's, materialman's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien is filed against the Premises, or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged; provided however, that either party may contest any such lien, so long as the enforcement thereof is stayed.
50. Lease Authorization. This Lease is made and entered into by Lessor in exercise of authority as recognized in Section 25536 of the Government Code of the State of California.

[Remainder of Page Intentionally Left Blank]

51. Drafting Conventions. The section headings and captions of this Lease are, and the arrangement of this Lease is, for the sole convenience of the parties to this Lease. The section headings, captions, and arrangement of this Lease do not in any way affect, limit, amplify or modify the terms and provisions of this Lease.

The Lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Lease and their counsel have read and reviewed this Lease and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Lease. The definitions in this Lease apply equally to both singular and plural forms of the terms defined.

If any date specified in this Lease as a date for taking action falls on a day that is not a business day, then that action must be taken on the next business day.

Tenant hereby represents and warrants that it is a limited liability company duly organized and validly existing under the laws of the State of California.

The parties are signing this Lease as of the Effective Date stated in the introductory paragraph.

**LESSOR**

**TENANT**

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

**Urban Air Mobility, LLC**, a California limited liability company

By \_\_\_\_\_  
Keith Freitas  
Director of Airports

By \_\_\_\_\_  
Name  
Title

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Beth Lee  
Assistant Director of Airports

By \_\_\_\_\_  
Name  
Title

**APPROVED AS TO FORM:**

By Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel



ROSSO  
ENVIRONMENTAL, INC.

## *Subsurface Investigation*

Portions of Byron Airport  
Site 1 and Site 2 Areas  
550 Eagle Court  
Byron, Contra Costa County, California

Prepared for  
Urban Air Mobility, LLC  
Walnut Creek, California

August 14, 2020  
Project Number 20-0020.02

ASSESSMENT | INVESTIGATION | REMEDIATION | CONSULTING  
PHONE: 510.647.8107 | PO Box 1923, Lafayette, CA | 94549-1923

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- A Contra Costa Environmental Health Division Drilling Permit
- B Boring Logs
- C Vapor Field Sampling Data Sheets
- D Certified Laboratory Analytical Reports



## **1.0 INTRODUCTION**

Rosso Environmental, Inc. (REI), on behalf of Urban Air Mobility, LLC, (UAM) and in accordance with REI's Proposal Number 2020-0023 dated June 15, 2020 and Change Order No. 1 dated July 2, 2020, conducted a subsurface investigation at portions of Byron Airport, identified as Site 1 and Site 2 Areas, addressed as 550 Eagle Court in Byron, Contra Costa County, California (Site). The purpose of this investigation was to collect subsurface data from the Site prior to planned lease and redevelopment of the Site by UAM for commercial use. Potential environmental concerns at the Site are associated with airport operations, historical agricultural use, and fill spoils. The Site location is shown on Figure 1 and sample locations are shown on Figure 2; UAM provided Figure 3 showing the Site boundaries.

## **2.0 SCOPE OF WORK**

The implemented Scope of Work involved advancing 6 borings at the Site (3 borings [B-1, B-2, B-3] from Site 1 and 3 borings [B-4, B-5, B-6] from Site 2), collecting 6 soil samples (1 from each boring), and 6 soil vapor samples. Groundwater was not encountered in borings advanced to depths up to 37.5 feet below ground surface (bgs); therefore, no groundwater samples were collected, as was initially planned from 4 borings (2 from Site 1 and 2 from Site 2). In addition, REI collected 8 discrete soil samples from an apparent fill soil pile (reportedly Spoils Area #1 generated during airport construction c.1994) located on Site 2 and measuring approximately 200 feet by 100 feet and about 1 to 2 feet in height. REI directed the laboratory to combine the 8 discrete samples into two four-point composite samples (Comp A and Comp B) for most of the laboratory analysis; however, two discrete samples (A2 and B3) were selected and analyzed for volatile organic compounds (VOCs).

## **3.0 PRE-FIELD ACTIVITIES**

REI obtained the required Drilling Permit from Contra Costa Environmental Health Division (CCEHD), Permit No. 0027298, issued on June 29, 2020. A copy of the Drilling Permit is provided in Appendix A.

REI prepared a Site-specific health and safety plan (SHSP), which was kept on-Site and reviewed by on-Site personnel during field activities. The SHSP detailed the work to be performed, safety precautions, emergency response procedures, nearest hospital information, and onsite personnel responsible for managing emergency situations.

REI marked the Site boundaries and investigation locations using white paint and notified Underground Service Alert (USA), as required by law, on June 30, 2020. REI was provided with USA Ticket Numbers W018200399 (Site 1) and W018200408 (Site 2). REI also retained a professional utility location service, A Plus Utility Locating of Red Bluff, California, to clear the investigation areas of readily discoverable underground utilities prior to boring advancement.



#### **4.0 FIELD ACTIVITIES**

REI retained a licensed C-57 drilling contractor, Environmental Control Associates (ECA) of Aptos, California, to advance the borings on July 8, 2020 using truck-mounted direct-push drilling equipment. The borings (B-1 through B-6) were advanced to an approximate maximum depth of 5 feet bgs, temporary soil vapor probes were installed in the borings after soil sampling was completed; probes were set at a depth of approximately 4.5 feet bgs for vapor sample collection. Following soil sampling and vapor probe construction, four step-out borings (B-1, B-2, B-4, and B-5) for grab-groundwater sampling were advanced to maximum depths between approximately 7 and 37.5 feet bgs prior to drilling refusal; groundwater was not encountered in any of these borings. After encountering drilling refusal at these borings, REI attempted several additional step-out borings and encountered drilling refusal at similar depths. Sample locations are shown on Figure 2, boring logs are presented in Appendix B, and soil vapor field sampling data sheets (FSDS) are presented in Appendix C.

#### **4.1 SOIL SAMPLING**

During drilling, soil cores were obtained using a hollow core barrel sampler containing a plastic liner that retained a relatively undisturbed soil core from which soil samples were collected. Soil samples were collected at depths between approximately 0.5 and 2 feet bgs; soil samples to be analyzed for VOCs were collected and preserved in accordance with USEPA Method 5035 and soil samples to be analyzed for PFAS were collected at depths between 0.5 and 1.0 feet bgs using hand tools. REI examined the soil cores for soil logging and sampling purposes. Recovered soil cores and samples were field screened for indications of potential contamination using visual and olfactory observations as well as a photoionization detector (PID) for the presence of volatile or ionizable compounds. The PID records total ionizable compounds but cannot identify or quantify specific compounds. REI also logged each boring for lithological content using the Unified Soil Classification System as a guide, and for relative moisture content, competency, and other observable characteristics (e.g., color changes, staining, debris, odors).

REI divided the soil spoils area into 8 quadrants, identified as A1 through A4 (east portion) and B1 through B4 (west portion), and collected the 8 discrete samples at a depth of approximately 0.5 feet bgs using hand tools and supplied laboratory containers; hand tooling was decontaminated between A and B quadrant sample collection activities. No obvious evidence of debris (i.e., asphalt, glass, brick, concrete) was observed in the soil spoils at the sampling locations.

Collected soil samples were transferred into appropriate laboratory-supplied containers, labeled with identifying information, stored in a pre-chilled ice-chest awaiting transportation to the laboratory, and recorded on chain-of-custody documentation that accompanied the samples from the point of collection to the laboratory.

#### **4.2 SOIL VAPOR PROBE INSTALLATION AND SAMPLING**

Temporary soil vapor probes were installed in each of the borings after soil sampling was completed to a depth of approximately 4.5 feet bgs. The probes were constructed with tubing capped with an airtight cap, vapor filters, sand packs, and seals in general conformance with guidance provided in *Advisory – Active Soil Gas Investigations*, dated July 2015, by California EPA Department of Toxic Substances Control, Los Angeles Regional Water Quality Control Board, and San Francisco Regional Water Control Board (DTSC, RWQCB 2012), and in *Guidance for the Evaluation and Mitigation of Subsurface Gas Intrusion to Indoor Air* (DTSC, 2011).



The probes were allowed to equilibrate for at least two hours prior to sampling. Certified clean vapor sampling equipment was provided by the laboratory (Pace Analytical). Isopropyl alcohol (IPA or isopropanol or 2-propanol) was used as a leak check compound at each location to confirm that the sampling vapor manifolds were secure and that there was no obvious equipment leakage. In addition, line purging was performed at each location to remove ambient air. After purging, soil vapor samples were collected at a flow rate of approximately 150 cubic centimeters per minute using 1.0-Liter Summa canisters provided by the laboratory. The vacuum gauge was recorded prior to the start of sampling and at the end of sampling to confirm each sample collection. Copies of the soil vapor field sampling data sheets are provided in Appendix C. Collected samples were labeled with identifying information and recorded on chain-of-custody documentation that accompanied the samples from the point of collection to the laboratory.

#### **4.3 DECONTAMINATION, ABANDONMENT, AND INVESTIGATION DERIVED WASTE**

Drilling and sampling equipment were steam cleaned or replaced prior to and after advancing each boring. The sampling core barrel was cleaned between sample intervals using a triple rinse method. The initial rinse consisted of an Alconox and water solution, followed by a deionized water rinse (second rinse), and deionized water rinse (final rinse). Following sample collection, each boring was backfilled in accordance with CCEHD Drilling Permit requirements including tremie-method backfill using a neat cement grout to existing grade. REI provided abandonment documentation via email to Mr. Robert Gribben, Environmental Health Specialist II Inspector of CCEHD on July 21, 2020.

#### **5.0 LABORATORY ANALYSES**

The collected samples were submitted to Pace Analytical of Mount Juliet, Tennessee, a state-certified laboratory, for the following analyses by United States Environmental Protection Agency (USEPA) Methods:

##### **Soil Borings (6 Discrete Boring Samples, B-1 through B-6)**

- Total Petroleum Hydrocarbons (TPH) as gasoline (TPH-g), diesel (TPH-d), and motor oil (TPH-o) by USEPA Method 8015
- VOCs by USEPA Method 8260 using preparation Method 5035
- Organochlorine Pesticides (OCPs) by USEPA Method 8081
- Title 22 California Assessment Metals (CAM 17) by USEPA Methods 6010/7470/7471
- Per- and Polyfluoroalkyl Substances (PFAS) by USEPA Method 537 Modified; the laboratory was requested to report analytical results using the laboratory analysis method detection limits

##### **Soil Spoils (2 Composite Samples, Comp A and Comp B)**

- TPH-g, TPH-d, and TPH-o by USEPA Method 8015
- VOCs by USEPA Method 8260 using preparation Method 5035; 2 discrete samples (A2 and B3) only
- OCPs by USEPA Method 8081
- CAM 17 by USEPA Methods 6010/7470/7471



- Polychlorinated Biphenyls (PCBs) by USEPA Method 8082
- Polynuclear Aromatic Hydrocarbons (PAHs) by USEPA Method 8270 with selective ion monitoring (SIM)
- Asbestos by California Air Resources Board (CARB) Test Method 435

#### **Soil Vapor (B-1-SV through B-6-SV)**

- VOCs by USEPA Method TO-15

REI reviewed the analytical laboratory data to ensure validity and completeness, such as verifying achievement of holding times and data quality objectives for each analytical method. Based on that review, the data are considered valid and complete. The certified analytical reports with chain-of-custody documentation are provided in Appendix D.

## **6.0 FINDINGS**

### **6.1 FIELD OBSERVATIONS**

As shown on appended boring logs, the Site appears to be underlain by apparent native soil comprising intermingled sands, silty sands, sandy silts, clayey silt, and silty clay to 37.5 feet bgs, the maximum depth explored; some gravels were observed, most evident in the shallower soils. Soil was generally observed as dry with no apparent observed evidence of fill material containing debris (i.e., asphalt, glass, brick, concrete). Groundwater and obvious evidence of a groundwater zone (i.e., wet to saturated soil) was not encountered in the borings. No indications of obvious and significant contamination, such as staining, odor, or elevated PID measurements were observed.

### **6.2 SOIL ANALYTICAL RESULTS**

The soil analytical results are summarized in Tables 1 A (Site 1) and B (Site 2) through Tables 5 A and B; composite soil sample data from Site 2 are summarized in Tables 6, 7 and 8. The analytical results, discussed below, were compared to the San Francisco Regional Water Quality Control Board (RWQCB) Tier 1 Environmental Screening Levels (Tier 1 ESLs), 2019 (Rev. 2), where established.

PFAS is not a regulated compound in soil and groundwater at this time in California but is under consideration for regulation. Analytical results for soil samples analyzed for PFAS were reported using the laboratory analysis method detection limits and were compared to Interim Final ESLs for PFOS and PFOA reported in the RWQCB's *Transmittal of Interim Final Environmental Screening Levels (ESLs) for Two Per- and Polyfluoroalkyl Substances (PFAS): Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoate (PFOA)*, dated May 27, 2020. This interim document notes 1) there may be local background (i.e., ambient) concentrations of PFOS and PFOA above ESLs which is both a reflection of the widespread use, mobility, and persistence of PFAS substances and their toxicity and bioaccumulation potential, 2) in some cases, PFOS and PFOA ESLs may be less than achievable laboratory method reporting limits, and 3) as with all the ESLs, the PFOS and PFOA ESLs are guidance so their use is not mandatory and the ESLs are not default cleanup standards.

#### **6.2.1 Volatile Organic Compounds (VOCs)**

##### **Site 1**



As shown in Table 1A, low level concentrations of VOCs (2-butanone and/or acetone), up to 0.105 milligrams per kilogram (mg/kg), were detected above respective laboratory reporting limits in 2 of the 3 discrete soil samples. Concentrations of detected VOCs were below applicable Tier 1 ESLs.

#### Site 2

As shown in Table 1B, low level concentrations of one or more of four VOCs (acetone, 2-butanone, styrene and toluene), up to 0.12 mg/kg, were detected above respective laboratory reporting limits in each of the 3 discrete soil samples and the 2 composite soil samples. Concentrations of detected VOCs were below applicable Tier 1 ESLs.

### **6.2.2 Total Petroleum Hydrocarbons (TPH)**

#### Site 1

As shown in Table 2A, low level concentrations of TPH, up to 2.78 mg/kg, were detected above respective laboratory reporting limits in each of the 3 discrete soil samples. Concentrations of detectable TPH were below applicable Tier 1 ESLs.

#### Site 2

As shown in Table 2B, low level concentrations of TPH, up to 5.49 mg/kg, were detected above respective laboratory reporting limits in 2 of the 3 discrete soil samples and the 2 composite soil samples. Concentrations of detectable TPH were below applicable Tier 1 ESLs.

### **6.2.3 Organochlorine Pesticides (OCPs)**

#### Site 1

As shown in Table 3A, OCPs were not detected above respective laboratory reporting limits.

#### Site 2

As shown in Table 3B, OCPs were not detected above respective laboratory reporting limits.

### **6.2.4 California Title 22 Metals (CAM 17)**

#### Site 1

As shown in Table 4A, up to 13 metals were detected above respective laboratory reporting limits in the three discrete soil samples analyzed. Concentrations of detectable metals were below applicable Tier 1 ESLs, except as noted below.

- Arsenic was detected in each of the analyzed samples at concentrations from 7.09 to 11.6 mg/kg which exceed the arsenic Tier 1 ESL established as 0.067 mg/kg.
- Barium was detected in each of the analyzed samples at concentrations from 306 to 1,520 mg/kg; two sample concentrations exceed the barium Tier 1 ESL established as 390 mg/kg.
- Selenium was detected in two discrete samples at concentrations of 2.69 and 2.95 mg/kg which exceed the selenium Tier 1 ESL established as 2.4 mg/kg.
- Vanadium was detected in each of the analyzed samples at concentrations from 44.6 to 56.7 mg/kg which exceed the vanadium Tier 1 ESL established as 18 mg/kg.



## Site 2

As shown in Table 4B, up to 15 metals were detected above respective laboratory reporting limits in the three discrete and two composite soil samples analyzed. Concentrations of detectable metals were below applicable Tier 1 ESLs, except as noted below.

- Arsenic was detected in each of the analyzed samples at concentrations from 3.14 to 15.8 mg/kg which exceed the arsenic Tier 1 ESL established as 0.067 mg/kg.
- Barium was detected in each of the analyzed samples at concentrations from 269 to 683 mg/kg; two sample concentrations exceed the barium Tier 1 ESL established as 390 mg/kg.
- Vanadium was detected in each of the analyzed samples at concentrations from 52.1 to 73.8 mg/kg which exceed the vanadium Tier 1 ESL established as 18 mg/kg.

### **6.2.5 Per- and Polyfluoroalkyl Substances (PFAS)**

#### Site 1

As shown in Table 5A, up to 11 PFAS compounds were detected above respective laboratory method detection limits in 2 of the 3 analyzed samples including PFOA at 1.08 and 0.292 micrograms per kilogram ( $\mu\text{g}/\text{kg}$ ) in samples B-1-1.0' and B-3-1.0', respectively. The detected PFOA concentrations are below the direct exposure human health risk level-resident cancer risk Interim Final ESL of 3.8  $\mu\text{g}/\text{kg}$ , PFAS Interim Final ESLs are established only for PFOA and PFOS. However, the two detected PFOA concentrations are above the leaching to groundwater Interim Final ESLs (drinking water and aquatic habitat) established as 0.097  $\mu\text{g}/\text{kg}$  and 0.00042  $\mu\text{g}/\text{kg}$ , respectively. Currently, commercial laboratory methods cannot achieve the detection limits for analyzed soil samples for comparison to leaching to groundwater Interim Final ESLs (drinking water and aquatic habitat).

#### Site 2

As shown in Table 5B, one PFAS compound (PFNA) in one sample (B-4-1.0') was detected above the laboratory method detection limit; PFAS Interim Final ESLs are established only for PFOA and PFOS. The laboratory method detection limit for PFAS and PFOA are below the direct exposure human health risk level-resident cancer risk Interim Final ESL of 3.8  $\mu\text{g}/\text{kg}$ , The laboratory method detection limits for PFOA and PFOS are above leaching to groundwater Interim Final ESLs (drinking water and aquatic habitat).

### **6.2.6 Polynuclear Aromatic Hydrocarbons (PAHs)**

As shown in Table 6, PAHs were not detected above respective laboratory reporting limits in the two composite samples; discrete samples were not analyzed for PAHs.

### **6.2.7 Polychlorinated Biphenyls (PCBs)**

As shown in Table 7, PCBs were not detected above respective laboratory reporting limits in the two composite samples; discrete samples were not analyzed for PCBs.



### **6.2.8 Asbestos**

As shown in Table 8, asbestos was not detected in the two composite soil samples analyzed; discrete samples were not analyzed for asbestos. There is no established Tier 1 ESL for asbestos.

## **6.3 SOIL VAPOR ANALYTICAL RESULTS**

The soil vapor VOC analytical results are summarized in Tables 9A and 9B. The analytical results, discussed below, were compared to applicable RWQCB Tier 1 ESLs and Commercial/Industrial ESLs (C/I ESLs).

### **6.3.1 Volatile Organic Compounds (VOCs)**

#### **Site 1**

As shown in Table 9A, numerous VOCs were detected above respective laboratory reporting limits in each of the three soil vapor samples analyzed. Concentrations of detectable VOCs were below established ESLs, except as noted below.

- Benzene was detected in each of the three samples at concentrations from 5.72 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) to  $30.3 \mu\text{g}/\text{m}^3$  which exceed the Tier 1 ESL established as  $3.2 \mu\text{g}/\text{m}^3$ . Concentrations in two samples also exceeded the C/I ESL for benzene established as  $14 \mu\text{g}/\text{m}^3$ .

#### **Site 2**

As shown in Table 9B, numerous VOCs were detected above respective laboratory reporting limits in each of the three soil vapor samples analyzed. Concentrations of detectable VOCs were below established ESLs, except as noted below.

- Benzene was detected in each of the three samples at concentrations from  $4.41 \mu\text{g}/\text{m}^3$  to  $21.7 \mu\text{g}/\text{m}^3$  which exceed the Tier 1 ESL established as  $3.2 \mu\text{g}/\text{m}^3$ . Concentrations in two samples also exceeded the C/I ESL for benzene established as  $14 \mu\text{g}/\text{m}^3$ .

## **7.0 CONCLUSIONS**

The Site appears to be underlain by dense to hard native soil with no obvious evidence of fill containing debris observed in investigation boring and sample locations. Depth to groundwater at the time of the investigation was greater than 37.5 feet below the ground surface. Soil was sampled from the near surface materials and analyzed.

### **7.1 SITE 1**

The results of soil analyses identify no OCPs detected at concentrations above laboratory reporting limits. Low level concentrations of VOCs and TPH were detected in soil samples at concentrations below applicable Tier 1 ESLs. Various metals were detected in the analyzed soil samples at concentrations below applicable Tier 1 ESLs, except arsenic, barium, selenium, and vanadium at concentrations exceeding respective Tier 1 ESLs; however, given the lack of obvious contaminant sources, these compounds detected in the samples may be related to background regional conditions.

Up to 11 PFAS compounds were detected above respective laboratory method detection limits in 2 of the 3 analyzed soil samples. Two shallow soil samples did detect a PFAS compound, known as PFOA, at



concentrations below the direct exposure human health risk level-resident cancer risk Interim Final ESL but above the leaching to groundwater Interim Final ESLs (drinking water and aquatic habitat). As previously noted, there may be local background (i.e., ambient) concentrations of PFAS compounds including PFOS and PFOA above Interim Final ESLs. The source and extent of PFAS compounds are unknown but can be related to ambient conditions or to other sources, such as Aqueous Film Forming Foam (AFFF) which has been commonly used for fighting petroleum fires at airports and industrial facilities.

Soil vapor sampled and analyzed was identified with various VOCs at concentrations below applicable Tier 1 ESLs, except benzene which exceeded the Tier 1 ESL (3 samples) and/or the C/I ESL (2 samples). The specific source and extent of these impacts is not known at this time but may be related to historical and current use of the Site or adjoining / nearby properties.

## **7.2 SITE 2**

The results of soil analyses identify no OCPs, PAHS, PCBs and asbestos detected at concentrations above laboratory reporting limits. Low level concentrations of VOCs and TPH were detected in soil samples at concentrations below applicable Tier 1 ESLs. Various metals were detected in the analyzed soil samples at concentrations below applicable Tier 1 ESLs, except arsenic, barium, and vanadium at concentrations exceeding respective Tier 1 ESLs; however, given the lack of obvious contaminant sources, these compounds detected in the samples may be related to background regional conditions.

One PFAS compound (PFNA) in one sample (B-4-1.0') was detected above the laboratory method detection limit. However, the laboratory method detection limits for PFOA and PFOS are above one or more of the leaching to groundwater Interim Final ESLs (drinking water and aquatic habitat). As previously noted, there may be local background (i.e., ambient) concentrations of PFAS compounds including PFOS and PFOA above Interim Final ESLs. The source and extent of PFAS compounds are unknown but can be related to ambient conditions or to other sources, such as Aqueous Film Forming Foam (AFFF) which has been commonly used for fighting petroleum fires at airports and industrial facilities.

Soil vapor sampled and analyzed was identified with various VOCs at concentrations below applicable Tier 1 ESLs, except benzene which exceeded the Tier 1 ESL (3 samples) and/or the C/I ESL (2 samples). The specific source and extent of these impacts is not known at this time but may be related to historical and current use of the Site or adjoining / nearby properties.



## 8.0 REPRESENTATIONS AND LIMITATIONS

This report is based upon the Site conditions known by REI at the time of REI's field activities, and current laws, policies, and regulations. The information and opinions rendered in this Report are exclusively for use by Urban Air Mobility, LLC. No other party shall rely on the information or opinions presented in this report without consent. REI will not distribute or publish this report without consent except as required by law or court order. The information and opinions expressed in this report are given in response to a limited assignment with a scope of work and should be considered and implemented only in light of that assignment. Subsurface media at the Site (i.e., soil and vapor) may contain higher concentrations than were detected because soil and vapor sampling is inherently limited. The services provided by REI in completing this project were consistent with normal standards of the profession. No other warranty, expressed or implied, is made.

This report prepared by:



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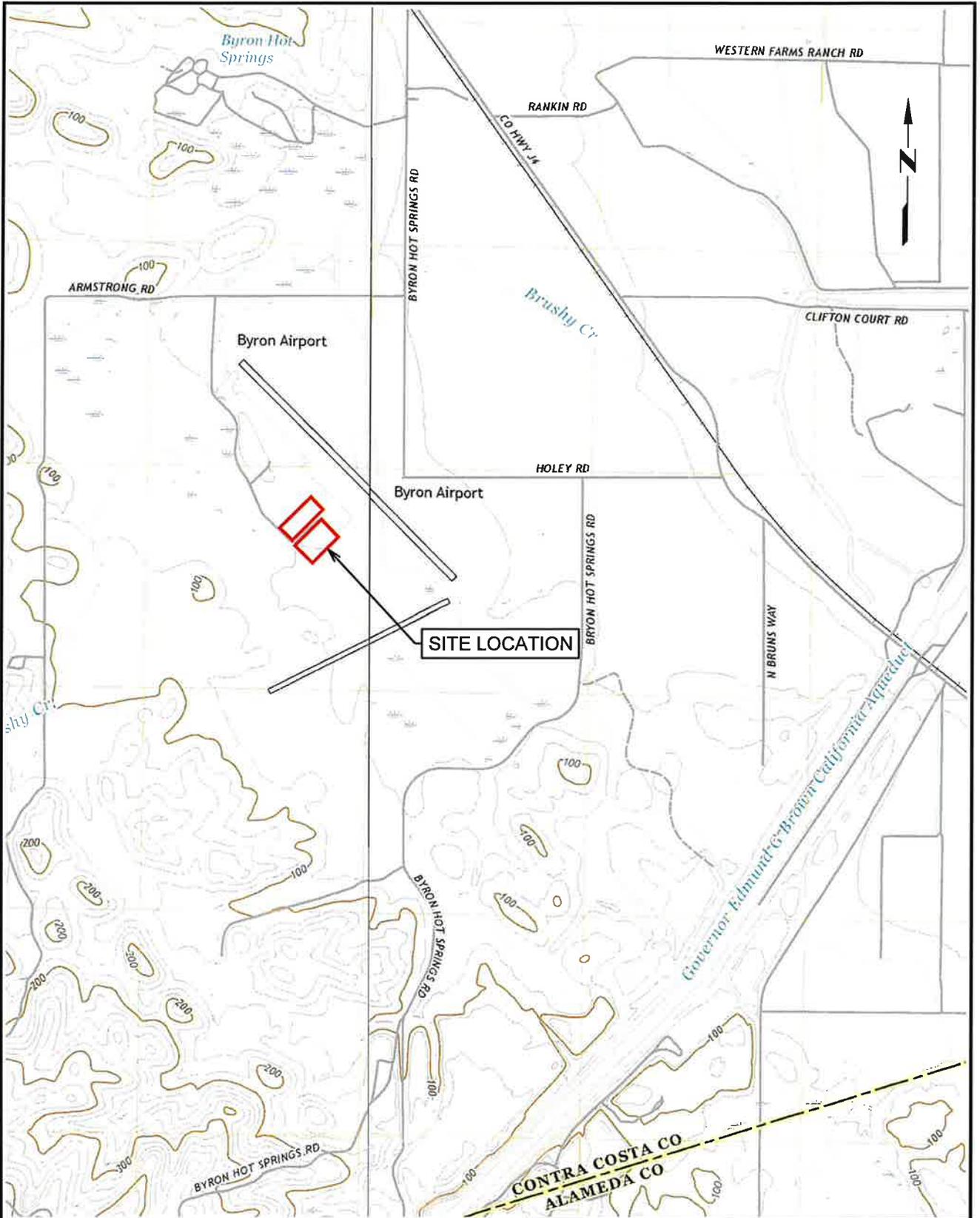


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## FIGURES



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**SITE LOCATION MAP**

PORTIONS OF BYRON AIRPORT - SITE 1 AND SITE 2 AREAS  
 550 EAGLE COURT, BYRON, CALIFORNIA

<b>ROSSO ENVIRONMENTAL, INC.</b>	Figure <b>1</b>
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**SITE PLAN**

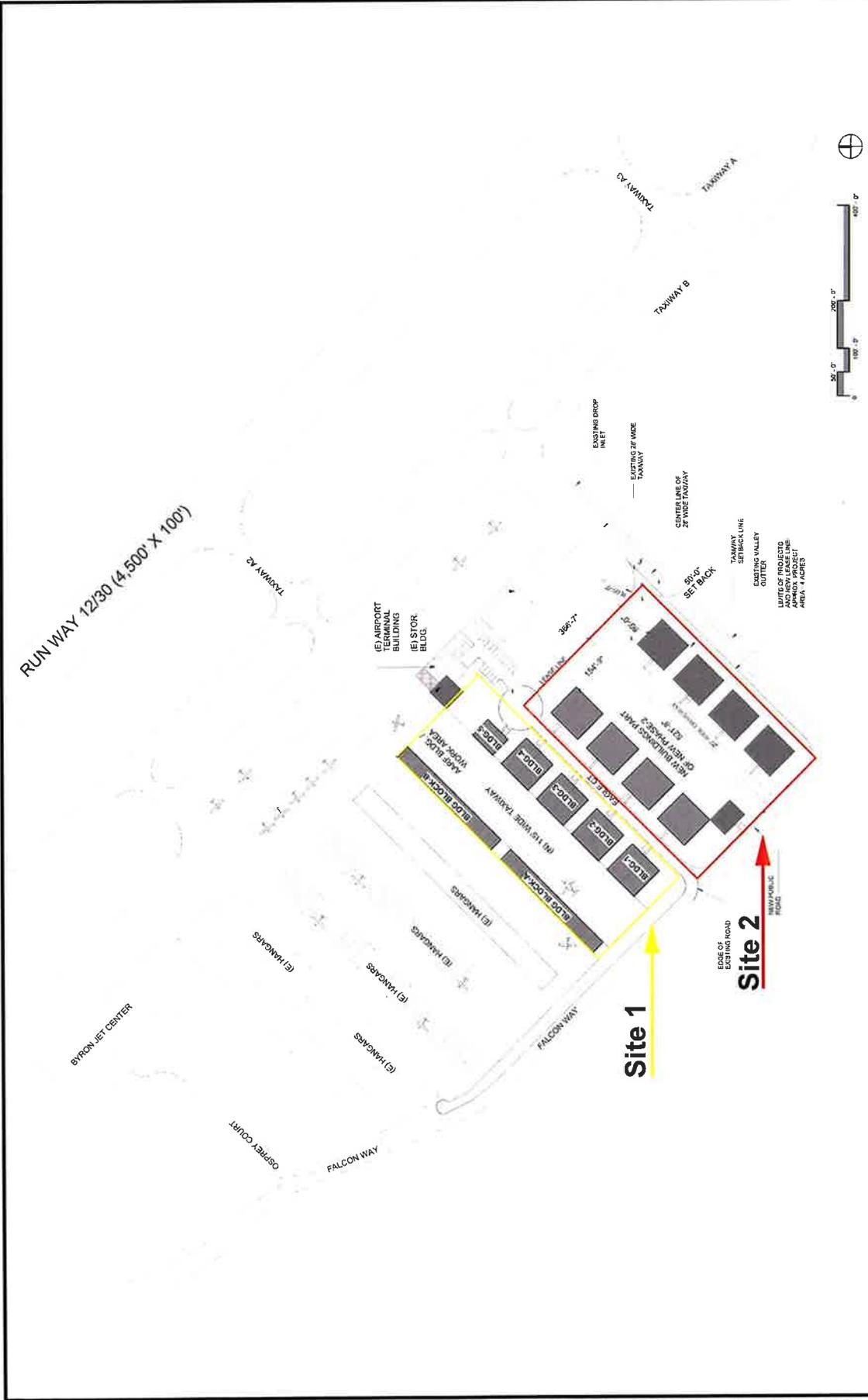
PORTIONS OF BYRON AIRPORT - SITE 1 AND SITE 2 AREAS  
550 EAGLE COURT, BYRON, CALIFORNIA



Figure  
**2**

- LEGEND:**
- Composite Soil Sample
  - Soil and Soil Vapor Sample

**NOTE:**  
Sample locations and Site boundaries are approximate.  
Site boundaries are based on provided information.



**SITE BOUNDARIES**  
 PORTIONS OF BYRON AIRPORT - SITE 1 AND SITE 2 AREAS  
 550 EAGLE COURT, BYRON, CALIFORNIA

**ROSSO ENVIRONMENTAL, INC.**

Figure **3**



## **TABLES**



**Table 1A - Site 1**  
**Soil Data Summary - VOCs**  
 Byron Airport  
 550 Eagle Court, Byron, California  
 Project Number 20-0020.02

Detected VOCs		Acetone	2-Butanone (MEK)	Styrene	Toluene	Other Analyzed VOCs
Tier 1 ESL		0.92	6.1	0.92	3.2	various
Sample Identification and Depth	B-1-2.0'	<b>0.062 J</b>	<b>0.105 J</b>	<0.0168	<0.00674	nd
	B-2-1.5'	<0.0857	<0.171	<0.0214	<0.00857	nd
	B-3-1.5'	<b>0.0564 J</b>	<0.137	<0.0171	<0.00686	nd

Notes:

Samples collected on July 8, 2020 at approximate sample depths indicated  
 Sample depths in feet below ground surface estimated by observed soil recovery  
 VOCs = Volatile organic compounds by USEPA Method 8260B using preparation method 5035  
 Results and Tier 1 ESLs reported in milligrams per kilogram (mg/kg)  
 <# and nd = Analyzed compound concentrations not detected above indicated laboratory reporting limit  
 Tier 1 ESL = San Francisco Bay Regional Water Quality Control Board, Environmental Screening Levels, Tier 1, 2019 (Rev. 2)  
 Bold = analyte detected above laboratory reporting limit  
 J = The identification of the analyte is acceptable; the reported value is an estimate  
 MEK = Methyl ethyl ketone



**Table 1B - Site 2**  
**Soil Data Summary - VOCs**  
 Byron Airport  
 550 Eagle Court, Byron, California  
 Project Number 20-0020.02

Detected VOCs		Acetone	2-Butanone (MEK)	Styrene	Toluene	Other Analyzed VOCs
Tier 1 ESL		0.92	6.1	0.92	3.2	various
Sample Identification and Depth	B-4-1.0'	<b>0.0533 J</b>	<0.132	<0.0165	<0.00661	nd
	B-5-1.0'	<b>0.0694</b>	<b>0.107 J</b>	<0.0162	<0.00647	nd
	B-6-1.5'	<b>0.0571</b>	<b>0.0751 J</b>	<0.0135	<0.00541	nd
	A2-0.5'	<0.0567	<b>0.120</b>	<b>0.000398 J</b>	<b>0.00168 J</b>	nd
	B3-0.5'	<0.0515	<b>0.111</b>	<0.0129	<0.00515	nd

**Notes:**

Samples collected on July 8, 2020 at approximate sample depths indicated  
 Sample depths in feet below ground surface estimated by observed soil recovery  
 VOCs = Volatile organic compounds by USEPA Method 8260B using preparation method 5035  
 Results and Tier 1 ESLs reported in milligrams per kilogram (mg/kg)  
 <# and nd = Analyzed compound concentrations not detected above indicated laboratory reporting limit  
 Tier 1 ESL = San Francisco Bay Regional Water Quality Control Board, Environmental Screening Levels, Tier 1, 2019 (Rev. 2)  
 Bold = analyte detected above laboratory reporting limit  
 J = The identification of the analyte is acceptable; the reported value is an estimate  
 MEK = Methyl ethyl ketone



**Table 2A - Site 1**  
**Soil Data Summary - TPH**  
 Byron Airport  
 550 Eagle Court, Byron, California  
 Project Number 20-0020.02

Analyzed TPH		TPH-g (C5-C12)	TPH-d (C12-C22)	TPH-mo (C22-C32)	Hydrocarbons (C32-C40)
Tier 1 ESLs		100	260	1,600	1,600
Sample Identification and Depth	B-1-2.0'	<0.115	<4.59	<4.59	<b>2.78 J</b>
	B-2-1.5'	<0.132	<5.27	<5.27	<b>1.94 J</b>
	B-3-1.5'	<0.116	<4.66	<4.66	<b>2.06 J</b>

**Notes:**

Samples collected on July 8, 2020 at approximate sample depths indicated  
 Sample depths in feet below ground surface estimated by observed soil recovery  
 TPH = total petroleum hydrocarbons, quantified as gasoline (TPH-g), diesel (TPH-d),  
 motor oil (TPH-mo), and hydrocarbons (C32-C40), analyzed by USEPA Method 8015M  
 Results and Tier 1 ESLs reported in milligrams per kilogram (mg/kg)  
 <# = Analyzed compound concentrations not detected above indicated laboratory reporting limit  
 Tier 1 ESL = San Francisco Bay Regional Water Quality Control Board, Environmental Screening Levels,  
 Tier 1, 2019 (Rev. 2)  
 Bold = analyte detected above laboratory reporting limit  
 J = The identification of the analyte is acceptable; the reported value is an estimate



**Table 2B - Site 2**  
**Soil Data Summary - TPH**  
 Byron Airport  
 550 Eagle Court, Byron, California  
 Project Number 20-0020.02

Analyzed TPH		TPH-g (C5-C12)	TPH-d (C12-C22)	TPH-mo (C22-C32)	Hydrocarbons (C32-C40)
Tier 1 ESLs		100	260	1,600	1,600
Sample Identification and Depth	B-4-1.0'	<0.114	<b>0.921 J</b>	<b>4.07 J</b>	<b>4.39 J</b>
	B-5-1.0'	<0.113	<b>1.26 J</b>	<4.51	<4.51
	B-6-1.5'	<0.108	<4.33	<4.33	<4.33
	Comp A-0.5'	<0.103	<4.10	<4.10	<b>3.86 J</b>
	Comp B-0.5'	<0.104	<4.15	<b>1.98 J</b>	<b>5.49</b>

**Notes:**

Samples collected on July 8, 2020 at approximate sample depths indicated  
 Sample depths in feet below ground surface estimated by observed soil recovery  
 TPH = total petroleum hydrocarbons, quantified as gasoline (TPH-g), diesel (TPH-d),  
 motor oil (TPH-mo), and hydrocarbons (C32-C40), analyzed by USEPA Method 8015M  
 Results and Tier 1 ESLs reported in milligrams per kilogram (mg/kg)  
 <# = Analyzed compound concentrations not detected above indicated laboratory reporting limit  
 Tier 1 ESL = San Francisco Bay Regional Water Quality Control Board, Environmental Screening Levels,  
 Tier 1, 2019 (Rev. 2)  
 Bold = analyte detected above laboratory reporting limit  
 J = The identification of the analyte is acceptable; the reported value is an estimate  
 Comp A = Composite soil sample from samples A1, A2, A3, and A4  
 Comp B = Composite soil sample from samples B1, B2, B3, and B4



Table 3A - Site 1  
Soil Data Summary - OCPs  
Byron Airport  
550 Eagle Court, Byron, California  
Project Number 20-0020.02

Sample Identification and Depth	Analyzed OCPs	Aldrin	Alpha BHC	Beta BHC	Delta BHC	Gamma BHC	4,4-DDD	4,4-DDE	4,4-DDT	Dieldrin	Endosulfan I	Endosulfan II	Endosulfan Sulfate	Endrin	Endrin Aldehyde	Endrin Ketone	Heptachlor Epoxide	Heptachlor	Hexachloro-benzene	Methoxychlor	Chlordane	Toxaphene
Tier 1 ESUs	0.0024	0.0074	0.0074	0.0074	0.0074	0.0074	2.7	0.33	0.0011	0.00046	0.0098	0.0098	0.0098	0.0011	0.0011	0.0011	0.12	0.00018	0.0008	0.013	0.0085	0.51
B-1-2.0'	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.0230	<0.344	<0.459
B-2-1.5'	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.0263	<0.395	<0.527
B-3-1.5'	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.0233	<0.349	<0.466

Notes:  
 Samples collected on July 8, 2020 at approximate sample depths indicated  
 Samples analyzed by EPA Method 8081 for Organochlorine Pesticides (OCPs)  
 Results and Tier 1 ESUs reported in milligrams per kilogram (mg/kg)  
 \* - Analyzed compound concentrations not detected above indicated laboratory reporting limit  
 Tier 1 ESU = San Francisco Bay Regional Water Quality Control Board, Environmental Screening Levels, Tier 1, 2019 (Rev. 2)  
 Tier 1 ESU for Lindane utilized for alpha-BHC, beta-BHC, gamma-BHC, and delta-BHC  
 Tier 1 ESU for Endosulfan utilized for Endosulfan I, Endosulfan II and Endosulfan Sulfate  
 Tier 1 ESU for Endrin utilized for Endrin Aldehyde and Endrin Ketone



**Table 1B - Site 2**  
**Soil Data Summary - OCPs**  
 Byron Airport  
 550 Eagle Court, Byron, California  
 Project Number 20-0020.02

Sample Identification and Depth	Alfirin	Alpha BHC	Beta BHC	Delta BHC	Gamma BHC	4,4-DDD	4,4-DDE	4,4-DDT	Dieldrin	Endosulfan I	Endosulfan II	Endosulfan Sulfate	Endrin Aldehyde	Endrin Ketone	Heptachlor Epoxide	Heptachlor Epoxide	Hexachloro-benzene	Methoxychlor	Chlordane	Toxaphene
Tier 1 ESLs	0.0024	0.0074	0.0074	0.0074	0.0074	2.7	0.33	0.0011	0.00046	0.0098	0.0098	0.0098	0.0011	0.0011	0.12	0.00018	0.0008	0.013	0.0085	0.51
B-4-1.0'	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.0229	<0.343	<0.458
B-5-1.0'	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.0225	<0.338	<0.451
B-6-1.5'	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.0216	<0.325	<0.433
Comp A-0.5'	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.0205	<0.308	<0.410
Comp B-0.5'	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.0207	<0.311	<0.415

**Notes:**  
 Samples collected on July 8, 2020 at approximate sample depths indicated  
 Samples analyzed by EPA Method 8081 for Organochlorine Pesticides (OCPs)  
 Results and Tier 1 ESLs reported in milligrams per kilogram (mg/kg)  
 \* = Analyzed compound concentrations not detected above indicated laboratory reporting limit  
 Tier 1 ESL = San Francisco Bay Regional Water Quality Control Board Environmental Screening Levels, Tier 1, 2019 (Rev. 2)  
 Tier 1 ESL for Lindane utilized for alpha-BHC, beta-BHC, gamma-BHC, and delta-BHC  
 Tier 1 ESL for Endosulfan utilized for Endosulfan I, Endosulfan II, and Endosulfan Sulfate  
 Tier 1 ESL for Endrin utilized for Endrin Aldehyde and Endrin Ketone  
 Comp A = Composite soil sample from samples A1, A2, A3, and A4  
 Comp B = Composite soil sample from samples B1, B2, B3, and B4



**Table 4A - Site 1**  
**Soil Data Summary - Metals**  
 Byron Airport  
 550 Eagle Court, Byron, California  
 Project Number 20-0020.02

Sample Identification and Depth	Tier 1 ESLS	Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc
		11	0.067	390	5.0	1.9	160	23	180	32	13	6.9	86	2.4	25	0.78	18	340
	B-1-2.0'	<2.30	7.09	763	0.454	0.185 J	20.4	9.30	18.9	6.43	<0.0459	0.757	24.8	<2.30	<1.15	<2.30	44.6	43.1
	B-2-1.5'	<2.63	11.3	1,520	0.604	0.124 J	27.9	12.8	28.3	10.1	<0.0527	1.29	35.0	2.69	<1.32	<2.63	56.7	65.6
	B-3-1.5'	<2.33 J6	11.6	306 J5 O1	0.518	<0.582	24.9 O1	7.23	38.6 O1	10.7	<0.0466	1.17	20.6	2.95	<1.16	<2.33	47.3 O1	83.9 O1

**Notes:**

Samples collected on July 8, 2020 at approximate sample depths indicated  
 Sample depths in feet below ground surface estimated by observed soil recovery  
 Metals = California Title 22 Metals (CAM 17), reported as total concentrations, analyzed by EPA Method 6010B/7471A  
 Results and Tier 1 ESLS reported in milligrams per kilogram (mg/kg)  
 -# = Analyzed compound concentrations not detected above indicated laboratory reporting limit  
 Tier 1 ESLS = San Francisco Bay Regional Water Quality Control Board, Environmental Screening Levels, Tier 1, 2019 (Rev. 2)  
 Bold = analyte detected above laboratory reporting limit  
 Yellow Shading = Concentration exceeds the established Tier 1 ESLS  
 J = The identification of the analyte is acceptable; the reported value is an estimate  
 J5 = The sample matrix interfered with the ability to make any accurate determination; spike value is high  
 O1 = The analyte failed the method required serial dilution test and/or subsequent post-spike criteria. These failures indicate matrix interference.



**Table 4B - Site 2**  
**Soil Data Summary - Metals**  
 Byron Airport  
 550 Eagle Court, Byron, California  
 Project Number 20-0020.02

Analyzed Metals	Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc
Tier 1 ESLs	11	0.067	390	5.0	1.9	160	23	180	32	13	6.9	86	2.4	25	0.78	18	340
B-4-1.0'	<2.29	<b>9.99</b>	<b>880</b>	<b>0.899</b>	<b>0.121 J</b>	<b>29.7</b>	<b>9.72</b>	<b>22.0</b>	<b>9.29</b>	<b>0.0221 J</b>	<b>0.790</b>	<b>34.8</b>	<2.29	<1.14	<2.29	<b>63.9</b>	<b>56.5</b>
B-5-1.0'	<2.25	<b>15.8</b>	<b>269</b>	<b>0.751</b>	<b>0.0966 J</b>	<b>33.1</b>	<b>9.22</b>	<b>34.6</b>	<b>14.6</b>	<b>0.0248 J</b>	<b>0.896</b>	<b>40.1</b>	<2.25	<1.13	<2.25	<b>73.8</b>	<b>110</b>
B-6-1.5'	<b>0.746 J</b>	<b>3.14</b>	<b>683</b>	<b>0.379</b>	<0.541	<b>22.0</b>	<b>18.3</b>	<b>20.2</b>	<b>8.41</b>	<0.0433	<b>0.415 J</b>	<b>35.4</b>	<2.16	<1.08	<2.16	<b>52.1</b>	<b>49.1</b>
Comp A-0.5'	<2.05	<b>6.32</b>	<b>314</b>	<b>0.428</b>	<b>0.149 J</b>	<b>36.4</b>	<b>14.4</b>	<b>27.4</b>	<b>8.59</b>	<b>0.0361 J</b>	<b>0.719</b>	<b>44.5</b>	<2.05	<1.03	<2.05	<b>67.2</b>	<b>56.9</b>
Comp B-0.5'	<2.07	<b>7.34</b>	<b>297</b>	<b>0.459</b>	<b>0.155 J</b>	<b>34.1</b>	<b>12.1</b>	<b>26.1</b>	<b>9.94</b>	<0.0415	<b>0.536</b>	<b>37.9</b>	<b>1.95</b>	<1.04	<2.07	<b>63.3</b>	<b>56.2</b>

**Notes:**

Samples collected on July 8, 2020 at approximate sample depths indicated  
 Sample depths in feet below ground surface estimated by observed soil recovery  
 Metals = California Title 22 Metals (CAM 17), reported as total concentrations, analyzed by EPA Method 6010B/7471A  
 Results and Tier 1 ESLs reported in milligrams per kilogram (mg/kg)  
 <# = Analyzed compound concentrations not detected above indicated laboratory reporting limit  
 Tier 1 ESL = San Francisco Bay Regional Water Quality Control Board, Environmental Screening Levels, Tier 1, 2019 (Rev. 2)  
 Bold = analyte detected above laboratory reporting limit  
 Yellow Shading = Concentration exceeds the established Tier 1 ESL  
 Comp A = Composite soil sample from samples A1, A2, A3, and A4  
 Comp B = Composite soil sample from samples B1, B2, B3, and B4  
 J = The identification of the analyte is acceptable; the reported value is an estimate  
 JS = The sample matrix interfered with the ability to make any accurate determination; spike value is high  
 O1 = The analyte failed the method required serial dilution test and/or subsequent post-spike criteria. These failures indicate matrix interference.



Table 5A -- Site 1  
Soil Data Summary - PFAS  
Byron Airport  
550 Eagle Court, Byron, California  
Project Number 20-0020.02

Sample Identification and Depth	PFOS	PFOA	6:2 FTS	8:2 FTS	PFBA	PFDA	PFDoA	PFHpA	PFHxA	PFNA	PFPeA	PFUdA	Other Analyzed PFAS
Direct Exposure Human Health Risk Levels- Resident Cancer Risk	12	3.8	--	--	--	--	--	--	--	--	--	--	--
Leaching to Groundwater Levels: Drinking Water	0.4	0.097	--	--	--	--	--	--	--	--	--	--	--
Leaching to Groundwater Levels: Aquatic Habitat	0.00029	0.00042	--	--	--	--	--	--	--	--	--	--	--
B-1-1.0'	<0.187	1.08	1.02 J	0.339 J	0.338 J	0.292 J	0.214 J	0.407 J	0.497 J	0.780 J	0.757 J	0.174 J	nd
B-2-1.0'	<0.183	<0.153	<0.173	<0.265	<0.132	<0.122	<0.204	<0.132	<0.153	<0.082	<0.153	<0.142	nd
B-3-1.0'	<0.178	0.292 J	<0.168	<0.258	<0.129	0.172 J	<0.188	<0.129	<0.149	0.215 J	<0.149	<0.139	nd

Notes:

Samples collected on July 6, 2020 at approximate sample depths indicated  
Sample depths in feet below ground surface estimated by observed soil recovery  
PFAS = Per- and Polyfluoroalkyl Substances (PFAS) by USEPA Method 537 Modified for up to 23 PFAS compounds  
Results and Tier 1 ESLs reported in micrograms per kilogram (µg/kg)  
<# and nd = Analyzed compound concentrations not detected above indicated laboratory detection limit  
Interim Final ESLs = San Francisco Bay Regional Water Quality Control Board, Transmittal of Interim Final Environmental Screening Levels (ESLs) for Two Per- and Polyfluoroalkyl Substances (PFAS): Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoate (PFOA), May 27, 2020  
-- = Interim Final ESL not established  
Bold = analyte detected above laboratory detection limit  
Yellow Shading = Concentration exceeds the leaching to groundwater Interim ESLs  
J = Indicates the result is between the method detection limit and the limit of quantitation  
PFOS = Perfluorooctanesulfonic acid  
PFOA = Perfluorooctanoic acid  
6:2 FTS = 6:2 Fluorotelomer sulfonate  
PFBA = Perfluorobutanoic acid  
PFDA = Perfluorodecanoic acid  
PFDoA = Perfluorododecanoic acid  
PFHpA = Perfluorheptanoic acid  
PFHxA = Perfluorhexanoic acid  
PFNA = Perfluorononanoic acid  
PFPeA = Perfluoropentanoic acid  
PFUdA = Perfluoroundecanoic acid



Table 5B - Site 2  
Soil Data Summary - PFAS  
Byron Airport  
550 Eagle Court, Byron, California  
Project Number 20-0020.02

Sample Identification and Depth	Analyzed PFAS													Other Analyzed PFAS		
	Direct Exposure Human Health Risk Levels- Resident Cancer Risk	Leaching to Groundwater Levels: Drinking Water	Leaching to Groundwater Levels: Aquatic Habitat	PFOS	PFOA	6:2 FTS	8:2 FTS	PFBA	PFDA	PFDOA	PFHpA	PFHxA	PFNA		PFPeA	PFUDA
				12	3.8											
			0.4	0.097												
			0.00029	0.00042												
B-4-1.0'			<0.193	<0.161	<0.182	<0.279	<0.139	<0.129	<0.214	<0.139	<0.161	0.112 J	<0.161	<0.150		nd
B-5-1.0'			<0.185	<0.154	<0.174	<0.267	<0.133	<0.123	<0.205	<0.133	<0.154	<0.092	<0.154	<0.144		nd
B-6-1.0'			<0.183	<0.153	<0.173	<0.265	<0.132	<0.122	<0.204	<0.132	<0.153	<0.092	<0.153	<0.143		nd

Notes:

Samples collected on July 8, 2020 at approximate sample depths indicated  
 Sample depths in feet below ground surface estimated by observed soil recovery  
 PFAS = Per- and Polyfluoroalkyl Substances (PFAS) by USEPA Method 537 Modified for up to 23 PFAS compounds  
 Results and Tier 1 ESLs reported in micrograms per kilogram (µg/kg)  
 -# and nd = Analyzed compound concentrations not detected above indicated laboratory detection limit  
 Interim Final ESLs = San Francisco Bay Regional Water Quality Control Board, Transmittal of Interim Final Environmental Screening Levels (ESLs) for Two Per- and Polyfluoroalkyl Substances (PFAS): Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoate (PFOA), May 27, 2020  
 -- = Interim Final ESL not established  
 Bold = analyte detected above laboratory detection limit  
 Yellow Shading = Concentration exceeds the leaching to groundwater Interim ESLs  
 J = indicates the result is between the method detection limit and the limit of quantitation  
 PFOS = Perfluorooctanesulfonic acid  
 PFOA = Perfluorooctanoic acid  
 6:2 FTS = 6:2 Fluorotelomer sulfonate  
 8:2 FTS = 8:2 Fluorotelomer sulfonate  
 PFBA = Perfluorobutanoic acid  
 PFDA = Perfluorodecanoic acid  
 PFDoA = Perfluorododecanoic acid  
 PFHpA = Perfluorheptanoic acid  
 PFHxA = Perfluorhexanoic acid  
 PFNA = Perfluorononanoic acid  
 PFPeA = Perfluoropentanoic acid  
 PFUDA = Perfluoroundecanoic acid



Table 6 - Site 2  
Soil Data Summary - PAHs  
Byron Airport  
550 Eagle Court, Byron, California  
Project Number 20-0020.02

Analyzed PAHs	Anthracene	Acenaphthylene	Acenaphthylene	Benzo(A)- Anthracene	Benzo(A)- Pyrene	Benzo(B)- Fluoranthene	Benzo(G,H,I)- Fluoranthene	Benzo(K)- Fluoranthene	Chrysene	Dibenz(A,H)- Anthracene	Fluoranthene	Fluorene	Indeno- (1,2,3-DC)- Pyrene	Naphthalene	Phenanthrene	Pyrene	1-Methyl- Naphthalene	2-Methyl- Naphthalene	2-Chloro- Naphthalene
Tier 1 ESLs	1.9	12	6	0.63	0.11	1.1	2.5	2.8	2.2	0.11	0.69	6.0	0.48	0.042	7.8	45	0.88	0.88	-
Composite Sample Identification and Depth	<0.00616	<0.00616	<0.00616	<0.00616	<0.00616	<0.00616	<0.00616	<0.00616	<0.00616	<0.00616	<0.00616	<0.00616	<0.00616	<0.0205	<0.00616	<0.00616	<0.0205	<0.0205	<0.0205
COMP A-0.5'	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.0207	<0.00622	<0.00622	<0.0207	<0.0207	<0.0207
COMP B-0.5'	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.00622	<0.0207	<0.00622	<0.00622	<0.0207	<0.0207	<0.0207

**Notes:**

Samples collected on July 8, 2020 at approximate sample depths indicated  
 Sample depths in feet below ground surface estimated by observed soil recovery  
 PAHs = Polynuclear Aromatic Hydrocarbons, analyzed by USEPA Method 8270C-SIM  
 Results and Tier 1 ESLs reported in milligrams per kilogram (mg/kg)  
 <# = Analyzed compound concentrations not detected above indicated laboratory reporting limit  
 Tier 1 ESL = San Francisco Bay Regional Water Quality Control Board, Environmental Screening Levels, Tier 1, 2019 (Rev. 2)  
 Comp A = Composite soil sample from samples A1, A2, A3, and A4  
 Comp B = Composite soil sample from samples B1, B2, B3, and B4  
 Tier 1 ESL for 2-Methylnaphthalene utilized for 1-Methylnaphthalene  
 - = Tier 1 ESL not established for this compound



**Table 7 - Site 2**  
**Soil Data Summary - PCBs**  
 Byron Airport  
 550 Eagle Court, Byron, California  
 Project Number 20-0020.02

Analyzed PCBs		Aroclor-1016	Aroclor-1221	Aroclor-1232	Aroclor-1242	Aroclor-1248	Aroclor-1254	Aroclor-1260
Tier 1 ESLs		0.23	0.23	0.23	0.23	0.23	0.23	0.23
Composite Sample Identification and Depth	COMP A-0.5'	<0.0349	<0.0349	<0.0349	<0.0349	<0.0174	<0.0174	<0.0174
	COMP B-0.5'	<0.0353	<0.0353	<0.0353	<0.0353	<0.0176	<0.0176	<0.0176

**Notes:**

Samples collected on July 8, 2020 at approximate sample depths indicated  
 Sample depths in feet below ground surface estimated by observed soil recovery  
 Samples analyzed by EPA Method 8082 for Polychlorinated Biphenyls (PCBs)  
 Results and Tier 1 ESLs reported in milligrams per kilogram (mg/kg)  
 <# = Analyzed compound concentrations not detected above indicated laboratory reporting limit  
 Tier 1 ESL = San Francisco Bay Regional Water Quality Control Board, Environmental Screening Levels, Tier 1, 2019 (Rev. 2)  
 Comp A = Composite soil sample from samples A1, A2, A3, and A4  
 Comp B = Composite soil sample from samples B1, B2, B3, and B4



**Table 8 - Site 2**  
**Soil Data Summary - Asbestos**  
Byron Airport  
550 Eagle Court, Byron, California  
Project Number 20-0020.02

Bulk Asbestos Analysis		Asbestos / Total Points	Sensitivity (%)	Presence of Asbestos
Composite Soil Sample Identification and Depth	COMP A-0.5'	0 / 400	<0.25%	No Asbestos Detected
	COMP B-0.5'	0 / 400	<0.25%	No Asbestos Detected

**Notes:**

Samples collected on July 8, 2020 at approximate sample depths indicated

Sample depths in feet below ground surface estimated by observed soil recovery

Samples analyzed by CARB 435 (400 Points); using polarized light microscopy (PLM), Micro Analytical SOP PLM-101, Rev. 1/4/2014 for building materials (based on EPA-600/R93-116 (1993), and California ARB 435 (1991)

Comp A = Composite soil sample from samples A1, A2, A3, and A4

Comp B = Composite soil sample from samples B1, B2, B3, and B4



**Table 9A - Site 1**  
**Soil Vapor Data Summary - VOCs**  
 Byron Airport  
 550 Eagle Court, Byron, California  
 Project Number 20-0020.02

Analyzed VOCs	Sample Identification			Tier 1 ESL	C/I ESL
	B-1-SV	B-2-SV	B-3-SV		
Acetone	<b>176</b>	<b>211</b>	<b>238</b>	1,000,000	4,500,000
Benzene	<b>28.1</b>	<b>5.72</b>	<b>30.3</b>	3.2	14
1,3-Butadiene	<b>78.6</b>	<4.43	<b>6.86</b>	--	--
Carbon Disulfide	<b>11.3</b>	<0.622	<b>7.84</b>	--	--
Carbon Tetrachloride	<1.26	<1.26	<b>1.39</b>	16	68
Chloromethane	<0.413	<b>0.663</b>	<b>1.22</b>	3,100	13,000
Cyclohexane	<b>49.6</b>	<b>3.65</b>	<b>37.2</b>	--	--
Ethanol	<b>31.1</b>	<b>21.1</b>	<b>30.2</b>	--	--
Ethylbenzene	<b>35.3</b>	<b>3.49</b>	<b>10.1</b>	37	160
4-Ethyltoluene	<b>14.5</b>	<b>3.12</b>	<b>9.03</b>	--	--
Trichlorofluoromethane	<b>1.96</b>	<b>1.37</b>	<b>2.24</b>	--	--
Dichlorodifluoromethane	<b>2.72</b>	<b>2.35</b>	<b>2.43</b>	--	--
Heptane	<b>47.9</b>	<b>7.24</b>	<b>47.9</b>	--	--
N-Hexane	<b>287</b>	<b>7.54</b>	<b>169</b>	--	--
Isopropylbenzene	<0.983	<0.983	<b>2.29</b>	--	--
Methylene Chloride	<0.694	<0.694	<b>1.19</b>	34	410
Methyl Butyl Ketone	<b>38.5</b>	<5.11	<5.11	--	--
2-Butanone (Mek)	<b>113</b>	<b>63.1</b>	<b>64.6</b>	170,000	730,000
4-Methyl-2-Pentanone (Mibk)	<b>16.7</b>	<5.12	<5.12	14,000	440,000
Naphthalene	<3.30	<3.30	<3.30	2.8	12
2-Propanol	<3.07	<b>16.8</b>	<b>14.1</b>	--	--
Propene	<b>2,150</b>	<0.689	<b>164</b>	--	--
Styrene	<0.851	<b>1.36</b>	<0.851	31,000	130,000
Tetrachloroethene	<1.36	<1.36	<1.36	15	67
Toluene	<b>784</b>	<b>1,130</b>	<b>441</b>	10,000	44,000
Trichloroethene	<1.07	<b>1.73</b>	<b>1.59</b>	16	100
1,2,4-Trimethylbenzene	<b>13.4</b>	<b>3.95</b>	<b>10.3</b>	--	--
1,3,5-Trimethylbenzene	<b>5.30</b>	<b>1.16</b>	<b>2.99</b>	--	--
2,2,4-Trimethylpentane	<b>54.7</b>	<b>5.33</b>	<b>20.4</b>	--	--
Vinyl Chloride	<0.511	<0.511	<0.511	0.32	5.2
M&P-Xylene	<b>98.0</b>	<b>9.54</b>	<b>26.1</b>	3,500	15,000
O-Xylene	<b>33.1</b>	<b>2.87</b>	<b>9.45</b>	3,500	15,000
Other Analyzed VOCs	nd	nd	nd	various	various

**Notes:**

Samples collected on July 8, 2020 and analyzed for volatile organic compounds (VOCs) by USEPA Method TO-15

Results reported in micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ )

<# = not detected above the indicated laboratory reporting limit

nd = not detected above the laboratory reporting limit

Tier 1 ESL = San Francisco Bay Regional Water Quality Control Board (RWQCB), Tier 1 Environmental Screening Levels (ESLs), 2019 (Rev. 2)

C/I ESL = RWQCB, Summary of Vapor ESLs, Table SG-1, Commercial/Industrial, 2019 (Rev. 2)

Yellow = Concentration exceeds established Tier 1 ESL

Blue = Concentration exceeds established C/I ESL

-- = ESL not established

Bold = Concentration above laboratory reporting limit

2-Propanol (isopropyl alcohol [IPA]) utilized as a leak check compound during sample collection



**Table 9B - Site 2**  
**Soil Vapor Data Summary - VOCs**  
 Byron Airport  
 550 Eagle Court, Byron, California  
 Project Number 20-0020.02

Analyzed VOCs	Sample Identification			Tier 1 ESL	C/I ESL
	B-4-SV	B-5-SV	B-6-SV		
Acetone	<b>182</b>	<b>128</b>	<b>78.7</b>	1,000,000	4,500,000
Benzene	<b>21.7</b>	<b>20.7</b>	<b>4.41</b>	3.2	14
1,3-Butadiene	<b>27.9</b>	<4.43	<4.43	--	--
Carbon Disulfide	<b>10.6</b>	<0.622	<0.622	--	--
Carbon Tetrachloride	<1.26	<1.26	<1.26	16	68
Chloromethane	<b>2.48</b>	<b>1.30</b>	<b>0.715</b>	3,100	13,000
Cyclohexane	<b>34.8</b>	<b>6.44</b>	<b>2.00</b>	--	--
Ethanol	<b>41.1</b>	<b>16.6</b>	<b>38.3</b>	--	--
Ethylbenzene	<b>27.8</b>	<b>21.3</b>	<b>7.33</b>	37	160
4-Ethyltoluene	<b>7.85</b>	<b>5.79</b>	<b>2.93</b>	--	--
Trichlorofluoromethane	<b>1.78</b>	<b>1.48</b>	<b>1.34</b>	--	--
Dichlorodifluoromethane	<b>2.82</b>	<b>2.67</b>	<b>2.49</b>	--	--
Heptane	<b>70.3</b>	<b>55.6</b>	<b>15.1</b>	--	--
N-Hexane	<b>337</b>	<b>27.4</b>	<b>6.84</b>	--	--
Isopropylbenzene	<0.983	<0.983	<0.983	--	--
Methylene Chloride	<0.694	<b>2.32</b>	<b>3.65</b>	34	410
Methyl Butyl Ketone	<5.11	<5.11	<5.11	--	--
2-Butanone (Mek)	<b>56.6</b>	<b>47.8</b>	<b>18.0</b>	170,000	730,000
4-Methyl-2-Pentanone (Mibk)	<5.12	<5.12	<5.12	14,000	440,000
Naphthalene	<3.30	<3.30	<3.30	2.8	12
2-Propanol	<3.07	<b>28.5</b>	<b>22.3</b>	--	--
Propene	<b>704</b>	<0.689	<0.689	--	--
Styrene	<0.851	<0.851	<0.851	31,000	130,000
Tetrachloroethene	<b>2.48</b>	<1.36	<1.36	15	67
Toluene	<b>5,950</b>	<b>6,400</b>	<b>3,380</b>	10,000	44,000
Trichloroethene	<1.07	<1.07	<1.07	16	100
1,2,4-Trimethylbenzene	<b>7.17</b>	<b>4.81</b>	<b>3.26</b>	--	--
1,3,5-Trimethylbenzene	<b>2.74</b>	<b>2.07</b>	<b>1.09</b>	--	--
2,2,4-Trimethylpentane	<b>57.9</b>	<b>171</b>	<b>37.9</b>	--	--
Vinyl Chloride	<0.511	<0.511	<0.511	0.32	5.2
M&P-Xylene	<b>78.0</b>	<b>57.2</b>	<b>20.9</b>	3,500	15,000
O-Xylene	<b>19.9</b>	<b>12.5</b>	<b>5.29</b>	3,500	15,000
Other Analyzed VOCs	nd	nd	nd	various	various

**Notes:**

Samples collected on July 8, 2020 and analyzed for volatile organic compounds (VOCs) by USEPA Method TO-15

Results reported in micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ )

<# = not detected above the indicated laboratory reporting limit

nd = not detected above the laboratory reporting limit

Tier 1 ESL = San Francisco Bay Regional Water Quality Control Board (RWQCB), Tier 1 Environmental Screening Levels (ESLs), 2019 (Rev. 2)

C/I ESL = RWQCB, Summary of Vapor ESLs, Table SG-1, Commercial/Industrial, 2019 (Rev. 2)

Yellow = Concentration exceeds established Tier 1 ESL

Blue = Concentration exceeds established C/I ESL

-- = ESL not established

Bold = Concentration above laboratory reporting limit

2-Propanol (isopropyl alcohol [IPA]) utilized as a leak check compound during sample collection



**APPENDIX A**

**CONTRA COSTA ENVIRONMENTAL HEALTH DIVISION DRILLING PERMIT**



**CONTRA COSTA  
ENVIRONMENTAL HEALTH DIVISION**  
2120 DIAMOND BLVD. SUITE 100. CONCORD. CA 94520-5704  
(925) 608-5500 FAX (925) 608-5502 www.cchealth.org/eh/



**Soil Boring Permit**

Permit Number: 0027298

PE Number: 4301

Date Received: June 24, 2020

WP Number: WP0027298

Issued By: ROBERT GRIBBEN

Date Issued: 29-Jun-2020

Date Expires: 30-Dec-2020

Intended Use: SOIL BORING

# of Borings or Well ID: 6 BORINGS

The issuance of this permit by Contra Costa County Environmental Health Division does not guarantee a satisfactory and an indefinite operation of any well. Permit expires in 180 calendar days from date of approval. Permits are non-transferable, and can be suspended or revoked. If more time is required for the project, a time extension may be granted if reasons warrant it in writing.

**Project Site Information**

Site Address: BYRON AIRPORT, 6901 ARMSTRONG RD, BYRON

APN: 001 011 037

Subdivision #:

Lot/Parcel #:

Minor Subdivision #:

**Driller/Consultant Information**

Driller: ENVIRONMENTAL CONTROL ASSOCIATES

Phone #: 831-662-8178

Consultant: ROSSO ENVIRONMENTAL, INC.

Phone #: 415-583-9067

Contact Person: TIM TYLER

E-Mail or Fax#: tbyler@sbcglobal.net

Contact Person: JEREMY WILSON

E-Mail or Fax#: jwilson@rossoenv.com

**Legal Owner Information**

Property Owner: CONTRA COSTA COUNTY

Owner Address: 550 SALLY RIDE DR

City/State/Zip: CONCORD, CA 94520

Phone #: 925-646-5722

Responsible Party: NEARON ENTERPRISES, LLC

Address: 101 YGNACIO VALLEY RD., STE. 450

City/State/Zip: WALNUT CREEK, CA 94596

Phone #: Not Specified

**Prior to any drilling construction or destruction of a well, requests for inspection appointment must be received 48 hours in advance (excluding weekends, holidays, and Mandatory County Furlough Days) by faxing your written request to (925) 608-5502 or e-mail to [ehlu@cchealth.org](mailto:ehlu@cchealth.org). Voice mail messages are not acceptable.**

Well drillers must possess a valid C-57 license and must have on file a performance bond of \$5,000.00 with Contra Costa County before commencing with any well construction, destruction or repairs.

**Soil Boring Permit Conditions:**

1. Soil Boring shall be destroyed pursuant to County regulations within 30 days of completing monitoring activities.

2. \_\_\_\_\_

3. \_\_\_\_\_

Final Approval by:

*A. Gribben*

Date:

*7-22-20*

*Handwritten signature*



**APPENDIX B**  
**BORING LOGS**



**ROSSO ENVIRONMENTAL, INC.**

Project No.: 20-0020.02  
 Project Name: Byron Airport  
 Location: Site 1 and Site 2  
 Logged By: J. Wilson

**BORING NO.**  
**B-1**

Start Date: 7/8/20 Start Time: 0840 Elevation (ft, msl): n/a  
 Finish Date: 7/8/20 Finish Time: 1315 Boring Diameter (in) 2

Driller: ECA Drill Method: Direct Push  
 Hammer Weight: n/a Drop: n/a

Borehole Completion Data: Neat Cement Grout to Grade.

**LOG OF SOIL BORING**

- Encountered Groundwater Depth
  - Static Groundwater Depth
  - Sample Collected
  - Sample Analyzed
- NE Groundwater Not Encountered

Depth To <input checked="" type="checkbox"/> (ft)	NE	Depth To <input checked="" type="checkbox"/> (ft)	NE
Time:	...	Time:	...
Date:	...	Date:	...

SAMPLE INTERVAL	SAMPLE RECOVERY (in)	SAMPLE ID	PID READING (ppm)	TIME	DEPTH (ft)	SAMPLE GRAPHIC LOG	USCS	DESCRIPTION	
X				0840			SM	SILTY SAND with GRAVEL; Tan, fine to medium grained, medium dense, dry, no odor.	
	1.0		0.0	0900	1				
	2.0			0841	2				
	36			0842	3				
						4	SP	SAND; Tan, fine grained, medium dense, dry, no odor.	
	24			0.0	0845 1245	5	SM	SILTY SAND with Trace CLAY and GRAVEL; Brown, dense, dry, no odor.	
						6	ML	SANDY SILT; Tan-brown, fine grained, some gravel and trace clay, stiff, dry, no odor.	
	36		0.0	1250	8				Trace GRAVEL.
						9			
						10			
	36		0.0	1255	11				
						12			
						13			
	36		0.0	1300	14				
						15			
						16			SM
	36		0.0	1305	17		ML	SANDY SILT; Brown-tan, fine grained, trace gravel, stiff, dry, no odor.	
						18		3" layer of SAND; Tan, fine grained, some fine gravel, dense, dry, no odor.	
	36		0.0	1310	19				



### LOG OF SOIL BORING

Project No.: 20-0020.02  
Project Name: Byron Airport  
Location: Site 1 and Site 2  
Logged By: J. Wilson

BORING NO.  
B-1

SAMPLE INTERVAL	SAMPLE RECOVERY (in)	SAMPLE ID	PID READING (ppm)	TIME	DEPTH (ft)	SAMPLE GRAPHIC LOG	USCS	DESCRIPTION
<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	21	<del> </del>	ML	Some CLAY.
<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	22	<del> </del>		Hard.
<del> </del>	36	<del> </del>	0.0	1315	23	<del> </del>		Refusal EOB at 23' bgs.
					24			
					25			
					26			
					27			
					28			
					29			
					30			
					31			
					32			
					33			
					34			
					35			
					36			
					37			
					38			
					39			
					40			
					41			
					42			
					43			
					44			



**ROSSO ENVIRONMENTAL, INC.**

## LOG OF SOIL BORING

Encountered Groundwater Depth      NE Groundwater Not Encountered  
 Static Groundwater Depth  
 Sample Collected  
 Sample Analyzed

Project No.: 20-0020.02      **BORING NO. B-2**  
 Project Name: Byron Airport  
 Location: Site 1 and Site 2  
 Logged By: J. Wilson

Start Date: 7/8/20      Start Time: 1035      Elevation (ft, msl): n/a  
 Finish Date: 7/8/20      Finish Time: 1230      Boring Diameter (in) 2

Driller: ECA      Drill Method: Direct Push  
 Hammer Weight: n/a      Drop: n/a

Borehole Completion Data: Neat Cement Grout to Grade.

Depth To <input checked="" type="checkbox"/> (ft)	NE	Depth To <input checked="" type="checkbox"/> (ft)	NE
Time:	...	Time:	...
Date:	...	Date:	...

SAMPLE INTERVAL	SAMPLE RECOVERY (in)	SAMPLE ID	PID READING (ppm)	TIME	DEPTH (ft)	SAMPLE GRAPHIC LOG	USCS	DESCRIPTION
X				1035			SM	SILTY SAND with GRAVEL; Tan, fine to medium grained, medium dense, dry, no odor.
X	1.0			0800	1			
X	1.5		0.0	1036	2			
X					3		ML	CLAYEY SILT; Brown, trace fine sand and gravel, medium stiff, dry, no odor.
X	36		0.0	1037	4		SM	SILTY SAND; Brown, fine to coarse grained, some gravel, dense, dry, no odor.
X					5			
X					6			
X					7			Tan, fine to medium grained.
X					8			
X	36		0.0	1045	9			
X					10			
X					11		ML	SANDY SILT; White-tan-gray, fine grained, trace gravel, stiff, dry to damp, no odor.
X					12			Trace CLAY.
X					13			
X	36		0.0	1055	14			Fine to medium grained.
X					15			
X					16			
X	36		0.0	1100	17			Damp, fine to coarse grained, some fine GRAVEL.
X					18			
X					19			
X	36		0.0	1110				SANDY SILT; Gray-white, stiff, dry to damp, no odor.



### LOG OF SOIL BORING

Project No.: 20-0020.02  
Project Name: Byron Airport  
Location: Site 1 and Site 2  
Logged By: J. Wilson

BORING NO.  
**B-2**

SAMPLE INTERVAL	SAMPLE RECOVERY (in)	SAMPLE ID	PID READING (ppm)	TIME	DEPTH (ft)	SAMPLE GRAPHIC LOG	USCS	DESCRIPTION
					21		ML	SANDY SILT; Gray, trace clay, stiff, dry, no odor.
					22			
	36		0.0	1115	23		SM	SILTY SAND; Brown, fine grained, dense, dry to damp, no odor.
					24		ML	CLAYEY SILT; Gray, stiff, dry to damp, no odor.
					25			
	36		0.0	1125	26		CL	SILTY CLAY; Gray, stiff, dry to damp, no odor.
					27			Dry.
					28			Gray-brown-tan, hard, dry.
					29			SILTY CLAY; Hard, dry, no odor.
	48		0.0	1140	30			Brown-black.
					31			
					32			SILTY CLAY; Brown-black, hard, dry, no odor.
	36		0.0	1205	33			
					34		ML	CLAYEY SILT; Brown, hard, dry to damp, no odor.
					35			
	36		0.0	1220	36			
					37			Refusal.
	18		0.0	1230	38			EOB at 37.5' bgs.
					39			
					40			
					41			
					42			
					43			
					44			



**ROSSO ENVIRONMENTAL, INC.**

Project No.: 20-0020.02  
 Project Name: Byron Airport  
 Location: Site 1 and Site 2  
 Logged By: J. Wilson

**BORING NO.**  
**B-3**

Start Date: 7/8/20 Start Time: 0815 Elevation (ft, msl): n/a  
 Finish Date: 7/8/20 Finish Time: 0820 Boring Diameter (in) 2

Driller: ECA Drill Method: Direct Push  
 Hammer Weight: n/a Drop: n/a

Borehole Completion Data: Neat Cement Grout to Grade.

## LOG OF SOIL BORING

- Encountered Groundwater Depth
  - Static Groundwater Depth
  - Sample Collected
  - Sample Analyzed
- NE Groundwater Not Encountered

Depth To $\nabla$ (ft)	NE	Depth To $\nabla$ (ft)	NE
Time:	...	Time:	...
Date:	...	Date:	...

SAMPLE INTERVAL	SAMPLE RECOVERY (in)	SAMPLE ID	PID READING (ppm)	TIME	DEPTH (ft)	SAMPLE GRAPHIC LOG	USCS	DESCRIPTION
<del>X</del>		1.0		0815			SM	SILTY SAND with GRAVEL; Tan, fine to medium grained, medium dense, dry, no odor.
<del>X</del>		1.5	0.0	0835	1			
<del>X</del>				0817	2			
<del>X</del>	36				3		ML	CLAYEY SILT; Brown, trace fine sand, trace gravel, medium stiff, dry to damp, no odor.
<del>X</del>			0.0		4			
<del>X</del>	24			0820	5			EOB at 5 ft bgs.
					6			
					7			
					8			
					9			
					10			
					11			
					12			
					13			
					14			
					15			
					16			
					17			
					18			
					19			



**ROSSO ENVIRONMENTAL, INC.**

## LOG OF SOIL BORING

Project No.: 20-0020.02			<b>BORING NO.</b>		
Project Name: Byron Airport			<b>B-4</b>		
Location: Site 1 and Site 2					
Logged By: J. Wilson					
Start Date: 7/8/20	Start Time: 0910	Elevation (ft, msl): n/a			
Finish Date: 7/8/20	Finish Time: 1650	Boring Diameter (in) 2			
Driller: ECA	Drill Method: Direct Push				
Hammer Weight: n/a	Drop: n/a				
Borehole Completion Data: Neat Cement Grout to Grade.					
Depth To $\nabla$ (ft)	NE	Depth To $\nabla$ (ft)	NE		
Time:	...	Time:	...		
Date:	...	Date:	...		

Encountered Groundwater Depth      NE Groundwater  
 Static Groundwater Depth                      Not Encountered  
 Sample Collected  
 Sample Analyzed

SAMPLE INTERVAL	SAMPLE RECOVERY (in)	SAMPLE ID	PID READING (ppm)	TIME	DEPTH (ft)	SAMPLE GRAPHIC LOG	USCS	DESCRIPTION
<del>1</del>		1.0	0.0	0910 0911/0930	1		SM	SILTY SAND with GRAVEL; Tan, fine to medium grained, medium dense, dry, no odor.
<del>2</del>					2			
<del>3</del>	36		0.0	0913	3		ML	SANDY SILT; Brown, trace clay and gravel, medium stiff, dry, no odor.
<del>4</del>			0.0		4			SANDY SILT; Brown, trace clay, trace gravel, dense, dry, no odor.
<del>5</del>	24			0915 1635	5		SP	SAND; Light brown, fine grained, hard, dry, no odor.
<del>6</del>					6			
<del>7</del>	24		0.0	1650	7			Refusal.
					8			EOB at 7 ft bgs.
					9			
					10			
					11			
					12			
					13			
					14			
					15			
					16			
					17			
					18			
					19			



**ROSSO  
ENVIRONMENTAL, INC.**

## LOG OF SOIL BORING

- Encountered Groundwater Depth      NE Groundwater
- Static Groundwater Depth                      Not Encountered
- Sample Collected
- Sample Analyzed

Project No.: 20-0020.02	<b>BORING NO.</b>
Project Name: Byron Airport	<b>B-5</b>
Location: Site 1 and Site 2	
Logged By: J. Wilson	

Start Date: 7/8/20	Start Time: 1000	Elevation (ft, msl): n/a
Finish Date: 7/8/20	Finish Time: 1630	Boring Diameter (in) 2

Driller: ECA	Drill Method: Direct Push
Hammer Weight: n/a	Drop: n/a

Borehole Completion Data: Neat Cement Grout to Grade.

Depth To $\nabla$ (ft)	NE	Depth To $\nabla$ (ft)	NE
Time:	...	Time:	...
Date:	...	Date:	...

SAMPLE INTERVAL	SAMPLE RECOVERY (in)	SAMPLE ID	PID READING (ppm)	TIME	DEPTH (ft)	SAMPLE GRAPHIC LOG	USCS	DESCRIPTION
<del>X</del>				1000			SM	SILTY SAND with GRAVEL; Tan, fine to medium grained, medium dense, dry, no odor.
<del>X</del>		1.0	0.0	1001/1020	1	■		
<del>X</del>					2			
<del>X</del>	36			1003	3		ML	SANDY SILT; Brown, some gravel, medium stiff, dry, no odor.
<del>X</del>					4			
<del>X</del>	24		0.0	1005 1550	5			CLAYEY SILT; Brown, some gravel, trace sand, fine to medium grained, stiff, dry to damp, no odor.
<del>X</del>					6			
<del>X</del>	24		0.0	1555	7			SANDY SILT; Tan-brown, fine grained, stiff, dry, no odor.
<del>X</del>					8			
<del>X</del>					9			
<del>X</del>	36		0.0	1600	10			
<del>X</del>					11			
<del>X</del>					12			
<del>X</del>	36		0.0	1605	13			SANDY SILT; Tan-brown, trace clay and gravel, stiff, dry to damp, no odor.
<del>X</del>					14			
<del>X</del>					15			
<del>X</del>	36		0.0	1610	16			Dry.
<del>X</del>					17			
<del>X</del>					18			
<del>X</del>	36		0.0	1615	19			



### LOG OF SOIL BORING

Project No.: 20-0020.02  
Project Name: Byron Airport  
Location: Site 1 and Site 2  
Logged By: J. Wilson

BORING NO.  
**B-5**

SAMPLE INTERVAL	SAMPLE RECOVERY (in)	SAMPLE ID	PID READING (ppm)	TIME	DEPTH (ft)	SAMPLE GRAPHIC LOG	USCS	DESCRIPTION
<del> </del>	<del> </del>	<del> </del>	<del> </del>	<del> </del>	21	<del> </del>	ML	Hard, dry, dark brown-black.
	36		0.0	1630	22			Refusal. EOB at 22' bgs.
					23			
					24			
					25			
					26			
					27			
					28			
					29			
					30			
					31			
					32			
					33			
					34			
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					37			
					38			
					39			
					40			
					41			
					42			
					43			
					44			



**ROSSO ENVIRONMENTAL, INC.**

## LOG OF SOIL BORING

Project No.: 20-0020.02  
 Project Name: Byron Airport  
 Location: Site 1 and Site 2  
 Logged By: J. Wilson

**BORING NO.**  
**B-6**

Start Date: 7/8/20 Start Time: 0935 Elevation (ft, msl): n/a  
 Finish Date: 7/8/20 Finish Time: 0940 Boring Diameter (in) 2

Driller: ECA Drill Method: Direct Push  
 Hammer Weight: n/a Drop: n/a

Borehole Completion Data: Neat Cement Grout to Grade.

- Encountered Groundwater Depth
  - Static Groundwater Depth
  - Sample Collected
  - Sample Analyzed
- NE Groundwater Not Encountered

Depth To $\nabla$ (ft)	NE	Depth To $\nabla$ (ft)	NE
Time:	...	Time:	...
Date:	...	Date:	...

SAMPLE INTERVAL	SAMPLE RECOVERY (in)	SAMPLE ID	PID READING (ppm)	TIME	DEPTH (ft)	SAMPLE GRAPHIC LOG	USCS	DESCRIPTION
				0935			SM	SILTY SAND; Tan, fine to medium grained, with gravel, medium dense, dry, no odor.
	1.0			0950	1			
	1.5	0.0		0936	2			
					3			SILTY SAND; Tan, fine grained, trace gravel, medium dense, dry, no odor.
	36		0.0	0937	4		SP	SAND; Red/brown, fine to medium grained, trace gravel, dense, dry, no odor.
					5			EOB at 5 ft bgs.
	24		0.0	0940	6			
					7			
					8			
					9			
					10			
					11			
					12			
					13			
					14			
					15			
					16			
					17			
					18			
					19			



**APPENDIX C**  
**FIELD SAMPLING DATA SHEETS**



Date: 7-8-2020 Project # 20-0020.02  
 Sample location: B-1 Sample ID: B-1-SV  
 Site name: Byron Airport Canister ID: 5584  
 Address: 550 Eagle Ct, Byron, CA 94514 Time: 1320  
 Field staff: J. Wilson Weather-Temp: Clear, 70's - 90's

Sample type:  Indoor  Outdoor  Soil Vapor at Depth: 5 feet bgs  
 Duration:  Grab  8-hour  24-hour Flow rate: ~150 milliliters per minute  
 Canister type:  1.0-Liter  6-Liter  Other: \_\_\_\_\_

Fuel use in building:  Natural gas  Electric  Other: Outdoor Soil Vapor  
 Indoor Mechanical Ventilation?  Yes  No Notes: Not Applicable

	Time	Canister Vacuum	Notes
Line Purge	<u>1310</u>	<u>-30"+ Hg</u>	<u>Begin Purge Summa ID: 10760</u>
	<u>1312</u>	<u>-30" Hg</u>	<u>End</u>
Sample	<u>1312</u>	<u>-30"+ Hg</u>	<u>Begin</u>
	<u>1314</u>	<u>-20" Hg</u>	<u>Okay</u>
	<u>1316</u>	<u>-10" Hg</u>	<u>Okay</u>
	<u>1320</u>	<u>-1" Hg</u>	<u>End</u>

Location/comments: Site 1  
Manifold ID: 8742

Leak Compound Used: Isopropyl Alcohol (IPA)



Date: <u>7-8-2020</u>	Project #: <u>20-0020.02</u>	
Sample location: <u>B-2</u>	Sample ID: <u>B-2-SV</u>	
Site name: <u>Byron Airport</u>	Canister ID: <u>11191</u>	
Address: <u>550 Eagle Ct, Byron, CA 94514</u>	Time: <u>1453</u>	
Field staff: <u>J. Wilson</u>	Weather-Temp: <u>Clear, 70's - 90's</u>	
Sample type: <input type="checkbox"/> Indoor <input checked="" type="checkbox"/> Outdoor <input checked="" type="checkbox"/> Soil Vapor at Depth: <u>5 feet bgs</u>		
Duration: <input checked="" type="checkbox"/> Grab <input type="checkbox"/> 8-hour <input type="checkbox"/> 24-hour Flow rate: <u>~150 milliliters per minute</u>		
Canister type: <input checked="" type="checkbox"/> 1.0-Liter <input type="checkbox"/> 6-Liter <input type="checkbox"/> Other: _____		
Fuel use in building: <input type="checkbox"/> Natural gas <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Other: <u>Outdoor Soil Vapor</u>		
Indoor Mechanical Ventilation? <input type="checkbox"/> Yes <input type="checkbox"/> No	Notes: <u>Not Applicable</u>	
Time	Canister Vacuum	Notes
Line Purge <u>1444</u>	<u>-25.5" Hg</u>	Begin Purge Summa ID: 10760
<u>1446</u>	<u>-25" Hg</u>	End
<b>Sample</b> <u>1446</u>	<u>-30"+ Hg</u>	Begin
<u>1448</u>	<u>-20" Hg</u>	Okay
<u>1450</u>	<u>-10" Hg</u>	Okay
<u>1453</u>	<u>-1" Hg</u>	End
Location/comments: <u>Site 1</u> <u>Manifold ID: 11765</u>		
Leak Compound Used: <u>Isopropyl Alcohol (IPA)</u>		



Date: <u>7-8-2020</u>	Project #: <u>20-0020.02</u>
Sample location: <u>B-3</u>	Sample ID: <u>B-3-SV</u>
Site name: <u>Byron Airport</u>	Canister ID: <u>8512</u>
Address: <u>550 Eagle Ct, Byron, CA 94514</u>	Time: <u>1300</u>
Field staff: <u>J. Wilson</u>	Weather-Temp: <u>Clear, 70's - 90's</u>

Sample type:  Indoor  Outdoor  Soil Vapor at Depth: 5 feet bgs

Duration:  Grab  8-hour  24-hour Flow rate: ~150 milliliters per minute

Canister type:  1.0-Liter  6-Liter  Other: \_\_\_\_\_

Fuel use in building:  Natural gas  Electric  Other: Outdoor Soil Vapor

Indoor Mechanical Ventilation?  Yes  No Notes: Not Applicable

	Time	Canister Vacuum	Notes
Line Purge	<u>1252</u>	<u>-30" Hg</u>	<u>Begin Purge Summa ID: 10760</u>
	<u>1254</u>	<u>-29.5" Hg</u>	<u>End</u>
Sample	<u>1254</u>	<u>-29.5" Hg</u>	<u>Begin</u>
	<u>1256</u>	<u>-20" Hg</u>	<u>Okay</u>
	<u>1258</u>	<u>-10" Hg</u>	<u>Okay</u>
	<u>1300</u>	<u>-1" Hg</u>	<u>End</u>

Location/comments: Site 1  
Manifold ID: 6036

Leak Compound Used: Isopropyl Alcohol (IPA)



Date: <u>7-8-2020</u>	Project #: <u>20-0020.02</u>
Sample location: <u>B-4</u>	Sample ID: <u>B-4-SV</u>
Site name: <u>Byron Airport</u>	Canister ID: <u>8800</u>
Address: <u>550 Eagle Ct, Byron, CA 94514</u>	Time: <u>1423</u>
Field staff: <u>J. Wilson</u>	Weather-Temp: <u>Clear, 70's - 90's</u>

Sample type:  Indoor       Outdoor       Soil Vapor at Depth: 5 feet bgs

Duration:     Grab     8-hour     24-hour    Flow rate: ~150 milliliters per minute

Canister type:  1.0-Liter     6-Liter     Other: \_\_\_\_\_

Fuel use in building:  Natural gas     Electric     Other: Outdoor Soil Vapor

Indoor Mechanical Ventilation?     Yes     No    Notes: Not Applicable

	Time	Canister Vacuum	Notes
Line Purge	<u>1415</u>	<u>-26" Hg</u>	<u>Begin Purge Summa ID: 10760</u>
	<u>1417</u>	<u>-25" Hg</u>	<u>End</u>
Sample	<u>1417</u>	<u>-29" Hg</u>	<u>Begin</u>
	<u>1419</u>	<u>-20" Hg</u>	<u>Okay</u>
	<u>1421</u>	<u>-10" Hg</u>	<u>Okay</u>
	<u>1423</u>	<u>-1" Hg</u>	<u>End</u>
	_____	_____	_____
	_____	_____	_____

Location/comments: Site 2  
Manifold ID: 9188

Leak Compound Used: Isopropyl Alcohol (IPA)



Date: 7-8-2020 Project # 20-0020.02  
Sample location: B-5 Sample ID: B-5-SV  
Site name: Byron Airport Canister ID: 6261  
Address: 550 Eagle Ct, Byron, CA 94514 Time: 1402  
Field staff: J. Wilson Weather-Temp: Clear, 70's - 90's

Sample type:  Indoor  Outdoor  Soil Vapor at Depth: 5 feet bgs  
Duration:  Grab  8-hour  24-hour Flow rate: ~150 milliliters per minute  
Canister type:  1.0-Liter  6-Liter  Other: \_\_\_\_\_

Fuel use in building:  Natural gas  Electric  Other: Outdoor Soil Vapor  
Indoor Mechanical Ventilation?  Yes  No Notes: Not Applicable

	Time	Canister Vacuum	Notes
Line Purge	<u>1354</u>	<u>-28" Hg</u>	<u>Begin Purge Summa ID: 10760</u>
	<u>1356</u>	<u>-27" Hg</u>	<u>End</u>
Sample	<u>1356</u>	<u>-30" Hg</u>	<u>Begin</u>
	<u>1358</u>	<u>-20" Hg</u>	<u>Okay</u>
	<u>1400</u>	<u>-10" Hg</u>	<u>Okay</u>
	<u>1402</u>	<u>-1" Hg</u>	<u>End</u>

Location/comments: Site 2  
Manifold ID: 9328  
Leak Compound Used: Isopropyl Alcohol (IPA)



Date: <u>7-8-2020</u>	Project # <u>20-0020.02</u>
Sample location: <u>B-6</u>	Sample ID: <u>B-6-SV</u>
Site name: <u>Byron Airport</u>	Canister ID: <u>5514</u>
Address: <u>550 Eagle Ct, Byron, CA 94514</u>	Time: <u>1346</u>
Field staff: <u>J. Wilson</u>	Weather-Temp: <u>Clear, 70's - 90's</u>

Sample type: <input type="checkbox"/> Indoor	<input checked="" type="checkbox"/> Outdoor	<input checked="" type="checkbox"/> Soil Vapor at Depth: <u>5 feet bgs</u>	
Duration: <input checked="" type="checkbox"/> Grab	<input type="checkbox"/> 8-hour	<input type="checkbox"/> 24-hour	Flow rate: <u>~150 milliliters per minute</u>
Canister type: <input checked="" type="checkbox"/> 1.0-Liter	<input type="checkbox"/> 6-Liter	<input type="checkbox"/> Other: _____	

Fuel use in building: <input type="checkbox"/> Natural gas	<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Other: <u>Outdoor Soil Vapor</u>
Indoor Mechanical Ventilation? <input type="checkbox"/> Yes	<input type="checkbox"/> No	Notes: <u>Not Applicable</u>

	Time	Canister Vacuum	Notes
Line Purge	1337	-29" Hg	Begin Purge Summa ID: 10760
	1339	-28" Hg	End
Sample	1339	-30"+ Hg	Begin
	1341	-20" Hg	Okay
	1343	-10" Hg	Okay
	1346	-1" Hg	End

Location/comments: <u>Site 2</u> <u>Manifold ID: 8637</u>
Leak Compound Used: <u>Isopropyl Alcohol (IPA)</u>



**APPENDIX D**  
**CERTIFIED LABORATORY ANALYTICAL REPORTS**



# ANALYTICAL REPORT

July 20, 2020

- <sup>1</sup>Cp
- <sup>2</sup>Tc
- <sup>3</sup>Ss
- <sup>4</sup>Cn
- <sup>5</sup>Sr
- <sup>6</sup>Qc
- <sup>7</sup>Gl
- <sup>8</sup>Al
- <sup>9</sup>Sc

## Rosso Environmental, Inc. - Berkeley, CA

Sample Delivery Group: L1238537  
Samples Received: 07/10/2020  
Project Number: 20-0020.02  
Description: Bryan Airport

Report To: Jeremy Wilson  
1400 Shattuck Avenue  
Berkeley, CA 94709

Entire Report Reviewed By:

Jared Starkey  
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.





<b>Cp: Cover Page</b>	<b>1</b>
<b>Tc: Table of Contents</b>	<b>2</b>
<b>Ss: Sample Summary</b>	<b>3</b>
<b>Cn: Case Narrative</b>	<b>5</b>
<b>Sr: Sample Results</b>	<b>6</b>
B-1-2.0' L1238537-01	<b>6</b>
B-2-1.5' L1238537-02	<b>9</b>
B-3-1.5' L1238537-03	<b>12</b>
B-4-1.0' L1238537-04	<b>15</b>
B-5-1.0' L1238537-05	<b>18</b>
B-6-1.5' L1238537-06	<b>21</b>
<b>Qc: Quality Control Summary</b>	<b>24</b>
Total Solids by Method 2540 G-2011	<b>24</b>
Mercury by Method 7471A	<b>26</b>
Metals (ICP) by Method 6010B	<b>27</b>
Volatile Organic Compounds (GC) by Method 8015	<b>29</b>
Volatile Organic Compounds (GC/MS) by Method 8260B	<b>30</b>
Semi-Volatile Organic Compounds (GC) by Method 8015	<b>34</b>
Pesticides (GC) by Method 8081	<b>37</b>
<b>Gl: Glossary of Terms</b>	<b>39</b>
<b>Al: Accreditations &amp; Locations</b>	<b>40</b>
<b>Sc: Sample Chain of Custody</b>	<b>41</b>



# SAMPLE SUMMARY

## B-1-2.0' L1238537-01 Solid

Collected by  
Jeremy Wilson  
Collected date/time  
07/08/20 08:41  
Received date/time  
07/10/20 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG1508927	1	07/15/20 23:07	07/15/20 23:17	KBC	Mt. Juliet, TN
Mercury by Method 7471A	WG1507947	1	07/13/20 09:46	07/13/20 17:02	TCT	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1507676	1	07/13/20 05:59	07/13/20 18:49	EL	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method 8015	WG1508563	1	07/08/20 08:41	07/14/20 14:55	ADM	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1508015	1	07/08/20 08:41	07/13/20 11:17	BMB	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1506713	1	07/14/20 08:24	07/15/20 04:25	AEG	Mt. Juliet, TN
Pesticides (GC) by Method 8081	WG1508889	1	07/14/20 15:46	07/14/20 22:30	LEL	Mt. Juliet, TN

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

## B-2-1.5' L1238537-02 Solid

Collected by  
Jeremy Wilson  
Collected date/time  
07/08/20 10:36  
Received date/time  
07/10/20 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG1508927	1	07/15/20 23:07	07/15/20 23:17	KBC	Mt. Juliet, TN
Mercury by Method 7471A	WG1507947	1	07/13/20 09:46	07/13/20 17:16	TCT	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1507676	1	07/13/20 05:59	07/13/20 18:52	EL	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method 8015	WG1508563	1	07/08/20 10:36	07/14/20 15:16	ADM	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1508015	1	07/08/20 10:36	07/13/20 11:38	BMB	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1506713	1	07/14/20 08:24	07/15/20 04:38	AEG	Mt. Juliet, TN
Pesticides (GC) by Method 8081	WG1508889	1	07/14/20 15:46	07/14/20 22:44	LEL	Mt. Juliet, TN

## B-3-1.5' L1238537-03 Solid

Collected by  
Jeremy Wilson  
Collected date/time  
07/08/20 08:17  
Received date/time  
07/10/20 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG1508928	1	07/15/20 22:54	07/15/20 23:03	KBC	Mt. Juliet, TN
Mercury by Method 7471A	WG1507947	1	07/13/20 09:46	07/13/20 17:18	TCT	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1507676	1	07/13/20 05:59	07/13/20 18:35	EL	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method 8015	WG1508563	1	07/08/20 08:17	07/14/20 15:36	ADM	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1508015	1	07/08/20 08:17	07/13/20 11:58	BMB	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1506713	1	07/14/20 08:24	07/15/20 04:51	AEG	Mt. Juliet, TN
Pesticides (GC) by Method 8081	WG1508889	1	07/14/20 15:46	07/14/20 22:57	LEL	Mt. Juliet, TN

## B-4-1.0' L1238537-04 Solid

Collected by  
Jeremy Wilson  
Collected date/time  
07/08/20 09:11  
Received date/time  
07/10/20 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG1508928	1	07/15/20 22:54	07/15/20 23:03	KBC	Mt. Juliet, TN
Mercury by Method 7471A	WG1507947	1	07/13/20 09:46	07/13/20 17:20	TCT	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1507676	1	07/13/20 05:59	07/13/20 18:55	EL	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method 8015	WG1508563	1	07/08/20 09:11	07/14/20 15:57	ADM	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1508015	1	07/08/20 09:11	07/13/20 12:18	BMB	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1506713	1	07/14/20 08:24	07/15/20 05:04	AEG	Mt. Juliet, TN
Pesticides (GC) by Method 8081	WG1508889	1	07/14/20 15:46	07/14/20 23:10	LEL	Mt. Juliet, TN

## B-5-1.0' L1238537-05 Solid

Collected by  
Jeremy Wilson  
Collected date/time  
07/08/20 10:01  
Received date/time  
07/10/20 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG1508928	1	07/15/20 22:54	07/15/20 23:03	KBC	Mt. Juliet, TN
Mercury by Method 7471A	WG1507947	1	07/13/20 09:46	07/13/20 17:23	TCT	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1507676	1	07/13/20 05:59	07/13/20 19:03	EL	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method 8015	WG1508563	1	07/08/20 10:01	07/14/20 16:18	ADM	Mt. Juliet, TN

# SAMPLE SUMMARY

ONE LAB. NATIONWIDE.

## B-5-1.0' L1238537-05 Solid

Collected by: Jeremy Wilson  
 Collected date/time: 07/08/20 10:01  
 Received date/time: 07/10/20 08:30

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1508015	1	07/08/20 10:01	07/13/20 12:38	BMB	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1508649	1	07/14/20 10:30	07/14/20 21:53	AEG	Mt. Juliet, TN
Pesticides (GC) by Method 8081	WG1508889	1	07/14/20 15:46	07/14/20 23:24	LEL	Mt. Juliet, TN

Collected by: Jeremy Wilson  
 Collected date/time: 07/08/20 09:36  
 Received date/time: 07/10/20 08:30

## B-6-1.5' L1238537-06 Solid

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG1508928	1	07/15/20 22:54	07/15/20 23:03	KBC	Mt. Juliet, TN
Mercury by Method 7471A	WG1507947	1	07/13/20 09:46	07/13/20 16:45	TCT	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1507676	1	07/13/20 05:59	07/13/20 19:06	EL	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method 8015	WG1508563	1	07/08/20 09:36	07/14/20 16:39	ADM	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1508015	1	07/08/20 09:36	07/13/20 12:58	BMB	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1508886	1	07/14/20 15:31	07/15/20 08:34	AEG	Mt. Juliet, TN
Pesticides (GC) by Method 8081	WG1508889	1	07/14/20 15:46	07/14/20 23:37	LEL	Mt. Juliet, TN

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc



All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Jared Starkey  
Project Manager

<sup>1</sup> Cp

<sup>2</sup> Tc

<sup>3</sup> Ss

<sup>4</sup> Cn

<sup>5</sup> Sr

<sup>6</sup> Qc

<sup>7</sup> Gl

<sup>8</sup> Al

<sup>9</sup> Sc



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
Total Solids	87.1		1	07/15/2020 23:17	WG1508927

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Mercury	U		0.0207	0.0459	1	07/13/2020 17:02	WG1507947

Metals (ICP) by Method 6010B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Antimony	U		0.574	2.30	1	07/13/2020 18:49	WG1507676
Arsenic	7.09		0.528	2.30	1	07/13/2020 18:49	WG1507676
Barium	763		0.276	0.574	1	07/13/2020 18:49	WG1507676
Beryllium	0.454		0.0918	0.230	1	07/13/2020 18:49	WG1507676
Cadmium	0.185	J	0.0930	0.574	1	07/13/2020 18:49	WG1507676
Chromium	20.4		0.287	1.15	1	07/13/2020 18:49	WG1507676
Cobalt	9.30		0.264	1.15	1	07/13/2020 18:49	WG1507676
Copper	18.9		0.581	2.30	1	07/13/2020 18:49	WG1507676
Lead	6.43		0.239	0.574	1	07/13/2020 18:49	WG1507676
Molybdenum	0.757		0.230	0.574	1	07/13/2020 18:49	WG1507676
Nickel	24.8		0.563	2.30	1	07/13/2020 18:49	WG1507676
Selenium	U		0.708	2.30	1	07/13/2020 18:49	WG1507676
Silver	U		0.262	1.15	1	07/13/2020 18:49	WG1507676
Thallium	U		0.406	2.30	1	07/13/2020 18:49	WG1507676
Vanadium	44.6		0.789	2.30	1	07/13/2020 18:49	WG1507676
Zinc	43.1		1.08	5.74	1	07/13/2020 18:49	WG1507676

Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
TPHG C5 - C12	U		0.0381	0.115	1	07/14/2020 14:55	WG1508563
(S) a,a,a-Trifluorotoluene(FID)	106			59.0-128		07/14/2020 14:55	WG1508563

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Acetone	0.0620	J	0.0492	0.0674	1	07/13/2020 11:17	WG1508015
Acrylonitrile	U		0.00486	0.0168	1	07/13/2020 11:17	WG1508015
Benzene	U		0.000629	0.00135	1	07/13/2020 11:17	WG1508015
Bromobenzene	U		0.00121	0.0168	1	07/13/2020 11:17	WG1508015
Bromodichloromethane	U		0.000977	0.00337	1	07/13/2020 11:17	WG1508015
Bromoform	U		0.00158	0.0337	1	07/13/2020 11:17	WG1508015
Bromomethane	U		0.00265	0.0168	1	07/13/2020 11:17	WG1508015
n-Butylbenzene	U		0.00707	0.0168	1	07/13/2020 11:17	WG1508015
sec-Butylbenzene	U		0.00388	0.0168	1	07/13/2020 11:17	WG1508015
tert-Butylbenzene	U		0.00263	0.00674	1	07/13/2020 11:17	WG1508015
Carbon tetrachloride	U		0.00121	0.00674	1	07/13/2020 11:17	WG1508015
Chlorobenzene	U		0.000283	0.00337	1	07/13/2020 11:17	WG1508015
Chlorodibromomethane	U		0.000824	0.00337	1	07/13/2020 11:17	WG1508015
Chloroethane	U		0.00229	0.00674	1	07/13/2020 11:17	WG1508015
Chloroform	U		0.00139	0.00337	1	07/13/2020 11:17	WG1508015
Chloromethane	U		0.00586	0.0168	1	07/13/2020 11:17	WG1508015
2-Chlorotoluene	U		0.00117	0.00337	1	07/13/2020 11:17	WG1508015
4-Chlorotoluene	U		0.000606	0.00674	1	07/13/2020 11:17	WG1508015

1 Cp  
2 Tc  
3 Ss  
4 Cn  
5 Sr  
6 Qc  
7 Gl  
8 Al  
9 Sc

B-1-2.0<sup>1</sup>

Collected date/time: 07/08/20 08:41

## SAMPLE RESULTS - 01

L1238537

ONE LAB. NATIONWIDE.



## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
1,2-Dibromo-3-Chloropropane	U		0.00525	0.0337	1	07/13/2020 11:17	WG1508015
1,2-Dibromoethane	U		0.000873	0.00337	1	07/13/2020 11:17	WG1508015
Dibromomethane	U		0.00101	0.00674	1	07/13/2020 11:17	WG1508015
1,2-Dichlorobenzene	U		0.000573	0.00674	1	07/13/2020 11:17	WG1508015
1,3-Dichlorobenzene	U		0.000808	0.00674	1	07/13/2020 11:17	WG1508015
1,4-Dichlorobenzene	U		0.000943	0.00674	1	07/13/2020 11:17	WG1508015
Dichlorodifluoromethane	U		0.00217	0.00337	1	07/13/2020 11:17	WG1508015
1,1-Dichloroethane	U		0.000661	0.00337	1	07/13/2020 11:17	WG1508015
1,2-Dichloroethane	U		0.000874	0.00337	1	07/13/2020 11:17	WG1508015
1,1-Dichloroethene	U		0.000816	0.00337	1	07/13/2020 11:17	WG1508015
cis-1,2-Dichloroethene	U		0.000989	0.00337	1	07/13/2020 11:17	WG1508015
trans-1,2-Dichloroethene	U		0.00140	0.00674	1	07/13/2020 11:17	WG1508015
1,2-Dichloropropane	U		0.00191	0.00674	1	07/13/2020 11:17	WG1508015
1,1-Dichloropropene	U		0.00109	0.00337	1	07/13/2020 11:17	WG1508015
1,3-Dichloropropane	U		0.000675	0.00674	1	07/13/2020 11:17	WG1508015
cis-1,3-Dichloropropene	U		0.00102	0.00337	1	07/13/2020 11:17	WG1508015
trans-1,3-Dichloropropene	U		0.00154	0.00674	1	07/13/2020 11:17	WG1508015
2,2-Dichloropropane	U		0.00186	0.00337	1	07/13/2020 11:17	WG1508015
Di-isopropyl ether	U		0.000552	0.00135	1	07/13/2020 11:17	WG1508015
Ethylbenzene	U		0.000993	0.00337	1	07/13/2020 11:17	WG1508015
Hexachloro-1,3-butadiene	U		0.00808	0.0337	1	07/13/2020 11:17	WG1508015
Isopropylbenzene	U		0.000573	0.00337	1	07/13/2020 11:17	WG1508015
p-Isopropyltoluene	U		0.00344	0.00674	1	07/13/2020 11:17	WG1508015
2-Butanone (MEK)	0.105	J	0.0855	0.135	1	07/13/2020 11:17	WG1508015
Methylene Chloride	U		0.00894	0.0337	1	07/13/2020 11:17	WG1508015
4-Methyl-2-pentanone (MIBK)	U		0.00307	0.0337	1	07/13/2020 11:17	WG1508015
Methyl tert-butyl ether	U		0.000471	0.00135	1	07/13/2020 11:17	WG1508015
Naphthalene	U		0.00657	0.0168	1	07/13/2020 11:17	WG1508015
n-Propylbenzene	U		0.00128	0.00674	1	07/13/2020 11:17	WG1508015
Styrene	U		0.000308	0.0168	1	07/13/2020 11:17	WG1508015
1,1,1,2-Tetrachloroethane	U		0.00128	0.00337	1	07/13/2020 11:17	WG1508015
1,1,2,2-Tetrachloroethane	U		0.000936	0.00337	1	07/13/2020 11:17	WG1508015
1,1,2-Trichlorotrifluoroethane	U		0.00102	0.00337	1	07/13/2020 11:17	WG1508015
Tetrachloroethene	U		0.00121	0.00337	1	07/13/2020 11:17	WG1508015
Toluene	U		0.00175	0.00674	1	07/13/2020 11:17	WG1508015
1,2,3-Trichlorobenzene	U		0.00987	0.0168	1	07/13/2020 11:17	WG1508015
1,2,4-Trichlorobenzene	U		0.00593	0.0168	1	07/13/2020 11:17	WG1508015
1,1,1-Trichloroethane	U		0.00124	0.00337	1	07/13/2020 11:17	WG1508015
1,1,2-Trichloroethane	U		0.000804	0.00337	1	07/13/2020 11:17	WG1508015
Trichloroethene	U		0.000787	0.00135	1	07/13/2020 11:17	WG1508015
Trichlorofluoromethane	U		0.00111	0.00337	1	07/13/2020 11:17	WG1508015
1,2,3-Trichloropropane	U		0.00218	0.0168	1	07/13/2020 11:17	WG1508015
1,2,4-Trimethylbenzene	U		0.00213	0.00674	1	07/13/2020 11:17	WG1508015
1,2,3-Trimethylbenzene	U		0.00213	0.00674	1	07/13/2020 11:17	WG1508015
1,3,5-Trimethylbenzene	U		0.00269	0.00674	1	07/13/2020 11:17	WG1508015
Vinyl chloride	U		0.00156	0.00337	1	07/13/2020 11:17	WG1508015
Xylenes, Total	U		0.00119	0.00876	1	07/13/2020 11:17	WG1508015
(S) Toluene-d8	100			75.0-131		07/13/2020 11:17	WG1508015
(S) 4-Bromofluorobenzene	104			67.0-138		07/13/2020 11:17	WG1508015
(S) 1,2-Dichloroethane-d4	105			70.0-130		07/13/2020 11:17	WG1508015



ACCOUNT:

Rosso Environmental, Inc. - Berkeley, CA

PROJECT:

20-0020.02

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SAMPLE RESULTS - 01

ONE LAB. NATIONWIDE.



Collected date/time: 07/08/20 08:41

L1238537

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
C12-C22 Hydrocarbons	U		0.842	4.59	1	07/15/2020 04:25	WG1506713
C22-C32 Hydrocarbons	U		1.53	4.59	1	07/15/2020 04:25	WG1506713
C32-C40 Hydrocarbons	2.78	J	1.53	4.59	1	07/15/2020 04:25	WG1506713
(S) o-Terphenyl	89.1			18.0-148		07/15/2020 04:25	WG1506713

1 Cp

2 Tc

3 Ss

4 Cn

Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00432	0.0230	1	07/14/2020 22:30	WG1508889
Alpha BHC	U		0.00422	0.0230	1	07/14/2020 22:30	WG1508889
Beta BHC	U		0.00435	0.0230	1	07/14/2020 22:30	WG1508889
Delta BHC	U		0.00397	0.0230	1	07/14/2020 22:30	WG1508889
Gamma BHC	U		0.00395	0.0230	1	07/14/2020 22:30	WG1508889
4,4-DDD	U		0.00425	0.0230	1	07/14/2020 22:30	WG1508889
4,4-DDE	U		0.00420	0.0230	1	07/14/2020 22:30	WG1508889
4,4-DDT	U		0.00720	0.0230	1	07/14/2020 22:30	WG1508889
Dieldrin	U		0.00395	0.0230	1	07/14/2020 22:30	WG1508889
Endosulfan I	U		0.00417	0.0230	1	07/14/2020 22:30	WG1508889
Endosulfan II	U		0.00385	0.0230	1	07/14/2020 22:30	WG1508889
Endosulfan sulfate	U		0.00418	0.0230	1	07/14/2020 22:30	WG1508889
Endrin	U		0.00402	0.0230	1	07/14/2020 22:30	WG1508889
Endrin aldehyde	U		0.00389	0.0230	1	07/14/2020 22:30	WG1508889
Endrin ketone	U		0.00816	0.0230	1	07/14/2020 22:30	WG1508889
Heptachlor	U		0.00491	0.0230	1	07/14/2020 22:30	WG1508889
Heptachlor epoxide	U		0.00389	0.0230	1	07/14/2020 22:30	WG1508889
Hexachlorobenzene	U		0.00397	0.0230	1	07/14/2020 22:30	WG1508889
Methoxychlor	U		0.00556	0.0230	1	07/14/2020 22:30	WG1508889
Chlordane	U		0.118	0.344	1	07/14/2020 22:30	WG1508889
Toxaphene	U		0.142	0.459	1	07/14/2020 22:30	WG1508889
(S) Decachlorobiphenyl	78.7			10.0-135		07/14/2020 22:30	WG1508889
(S) Tetrachloro-m-xylene	81.2			10.0-139		07/14/2020 22:30	WG1508889

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

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## SAMPLE RESULTS - 02

L1238537

ONE LAB, NATIONWIDE.



## Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	76.0		1	07/15/2020 23:17	<a href="#">WG1508927</a>

## Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Mercury	U		0.0237	0.0527	1	07/13/2020 17:16	<a href="#">WG1507947</a>

## Metals (ICP) by Method 6010B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Antimony	U		0.658	2.63	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Arsenic	11.3		0.606	2.63	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Barium	1520		0.316	0.658	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Beryllium	0.604		0.105	0.263	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Cadmium	0.124	U	0.107	0.658	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Chromium	27.9		0.329	1.32	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Cobalt	12.8		0.303	1.32	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Copper	28.3		0.666	2.63	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Lead	10.1		0.274	0.658	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Molybdenum	1.29		0.263	0.658	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Nickel	35.0		0.645	2.63	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Selenium	2.69		0.812	2.63	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Silver	U		0.300	1.32	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Thallium	U		0.466	2.63	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Vanadium	56.7		0.904	2.63	1	07/13/2020 18:52	<a href="#">WG1507676</a>
Zinc	65.6		1.24	6.58	1	07/13/2020 18:52	<a href="#">WG1507676</a>

## Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
TPHG C5 - C12	U		0.0437	0.132	1	07/14/2020 15:16	<a href="#">WG1508563</a>
(S) a,a,a-Trifluorotoluene(FID)	103			59.0-128		07/14/2020 15:16	<a href="#">WG1508563</a>

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Acetone	U		0.0626	0.0857	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Acrylonitrile	U		0.00619	0.0214	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Benzene	U		0.000801	0.00171	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Bromobenzene	U		0.00154	0.0214	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Bromodichloromethane	U		0.00124	0.00429	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Bromoform	U		0.00201	0.0429	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Bromomethane	U		0.00338	0.0214	1	07/13/2020 11:38	<a href="#">WG1508015</a>
n-Butylbenzene	U		0.00900	0.0214	1	07/13/2020 11:38	<a href="#">WG1508015</a>
sec-Butylbenzene	U		0.00494	0.0214	1	07/13/2020 11:38	<a href="#">WG1508015</a>
tert-Butylbenzene	U		0.00334	0.00857	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Carbon tetrachloride	U		0.00154	0.00857	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Chlorobenzene	U		0.000360	0.00429	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Chlorodibromomethane	U		0.00105	0.00429	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Chloroethane	U		0.00291	0.00857	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Chloroform	U		0.00177	0.00429	1	07/13/2020 11:38	<a href="#">WG1508015</a>
Chloromethane	U		0.00746	0.0214	1	07/13/2020 11:38	<a href="#">WG1508015</a>
2-Chlorotoluene	U		0.00148	0.00429	1	07/13/2020 11:38	<a href="#">WG1508015</a>
4-Chlorotoluene	U		0.000772	0.00857	1	07/13/2020 11:38	<a href="#">WG1508015</a>

Cp

Tc

Ss

Cn

Sr

Qc

Gl

Al

Sc

ACCOUNT:

Rosso Environmental, Inc. - Berkeley, CA

PROJECT:

20-0020.02

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## SAMPLE RESULTS - 02

ONE LAB. NATIONWIDE.



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## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
1,2-Dibromo-3-Chloropropane	U		0.00669	0.0429	1	07/13/2020 11:38	WG1508015
1,2-Dibromoethane	U		0.00111	0.00429	1	07/13/2020 11:38	WG1508015
Dibromomethane	U		0.00129	0.00857	1	07/13/2020 11:38	WG1508015
1,2-Dichlorobenzene	U		0.000729	0.00857	1	07/13/2020 11:38	WG1508015
1,3-Dichlorobenzene	U		0.00103	0.00857	1	07/13/2020 11:38	WG1508015
1,4-Dichlorobenzene	U		0.00120	0.00857	1	07/13/2020 11:38	WG1508015
Dichlorodifluoromethane	U		0.00276	0.00429	1	07/13/2020 11:38	WG1508015
1,1-Dichloroethane	U		0.000842	0.00429	1	07/13/2020 11:38	WG1508015
1,2-Dichloroethane	U		0.00111	0.00429	1	07/13/2020 11:38	WG1508015
1,1-Dichloroethene	U		0.00104	0.00429	1	07/13/2020 11:38	WG1508015
cis-1,2-Dichloroethene	U		0.00126	0.00429	1	07/13/2020 11:38	WG1508015
trans-1,2-Dichloroethene	U		0.00178	0.00857	1	07/13/2020 11:38	WG1508015
1,2-Dichloropropane	U		0.00243	0.00857	1	07/13/2020 11:38	WG1508015
1,1-Dichloropropene	U		0.00139	0.00429	1	07/13/2020 11:38	WG1508015
1,3-Dichloropropane	U		0.000859	0.00857	1	07/13/2020 11:38	WG1508015
cis-1,3-Dichloropropene	U		0.00130	0.00429	1	07/13/2020 11:38	WG1508015
trans-1,3-Dichloropropene	U		0.00195	0.00857	1	07/13/2020 11:38	WG1508015
2,2-Dichloropropane	U		0.00237	0.00429	1	07/13/2020 11:38	WG1508015
Di-isopropyl ether	U		0.000703	0.00171	1	07/13/2020 11:38	WG1508015
Ethylbenzene	U		0.00126	0.00429	1	07/13/2020 11:38	WG1508015
Hexachloro-1,3-butadiene	U		0.0103	0.0429	1	07/13/2020 11:38	WG1508015
Isopropylbenzene	U		0.000729	0.00429	1	07/13/2020 11:38	WG1508015
p-Isopropyltoluene	U		0.00437	0.00857	1	07/13/2020 11:38	WG1508015
2-Butanone (MEK)	U		0.109	0.171	1	07/13/2020 11:38	WG1508015
Methylene Chloride	U		0.0114	0.0429	1	07/13/2020 11:38	WG1508015
4-Methyl-2-pentanone (MIBK)	U		0.00391	0.0429	1	07/13/2020 11:38	WG1508015
Methyl tert-butyl ether	U		0.000600	0.00171	1	07/13/2020 11:38	WG1508015
Naphthalene	U		0.00837	0.0214	1	07/13/2020 11:38	WG1508015
n-Propylbenzene	U		0.00163	0.00857	1	07/13/2020 11:38	WG1508015
Styrene	U		0.000393	0.0214	1	07/13/2020 11:38	WG1508015
1,1,1,2-Tetrachloroethane	U		0.00163	0.00429	1	07/13/2020 11:38	WG1508015
1,1,2,2-Tetrachloroethane	U		0.00119	0.00429	1	07/13/2020 11:38	WG1508015
1,1,2-Trichlorotrifluoroethane	U		0.00129	0.00429	1	07/13/2020 11:38	WG1508015
Tetrachloroethene	U		0.00154	0.00429	1	07/13/2020 11:38	WG1508015
Toluene	U		0.00223	0.00857	1	07/13/2020 11:38	WG1508015
1,2,3-Trichlorobenzene	U		0.0126	0.0214	1	07/13/2020 11:38	WG1508015
1,2,4-Trichlorobenzene	U		0.00754	0.0214	1	07/13/2020 11:38	WG1508015
1,1,1-Trichloroethane	U		0.00158	0.00429	1	07/13/2020 11:38	WG1508015
1,1,2-Trichloroethane	U		0.00102	0.00429	1	07/13/2020 11:38	WG1508015
Trichloroethene	U		0.00100	0.00171	1	07/13/2020 11:38	WG1508015
Trichlorofluoromethane	U		0.00142	0.00429	1	07/13/2020 11:38	WG1508015
1,2,3-Trichloropropane	U		0.00278	0.0214	1	07/13/2020 11:38	WG1508015
1,2,4-Trimethylbenzene	U		0.00271	0.00857	1	07/13/2020 11:38	WG1508015
1,2,3-Trimethylbenzene	U		0.00271	0.00857	1	07/13/2020 11:38	WG1508015
1,3,5-Trimethylbenzene	U		0.00343	0.00857	1	07/13/2020 11:38	WG1508015
Vinyl chloride	U		0.00199	0.00429	1	07/13/2020 11:38	WG1508015
Xylenes, Total	U		0.00151	0.0111	1	07/13/2020 11:38	WG1508015
(S) Toluene-d8	104			75.0-131		07/13/2020 11:38	WG1508015
(S) 4-Bromofluorobenzene	99.5			67.0-138		07/13/2020 11:38	WG1508015
(S) 1,2-Dichloroethane-d4	94.4			70.0-130		07/13/2020 11:38	WG1508015

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 GI

8 AI

9 Sc

ACCOUNT:

Rosso Environmental, Inc. - Berkeley, CA

PROJECT:

20-0020.02

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B-2-1.5'

SAMPLE RESULTS - 02

ONE LAB. NATIONWIDE



Collected date/time: 07/08/20 10:36

L1238537

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
C12-C22 Hydrocarbons	U		0.965	5.27	1	07/15/2020 04:38	<a href="#">WG1506713</a>
C22-C32 Hydrocarbons	U		1.75	5.27	1	07/15/2020 04:38	<a href="#">WG1506713</a>
C32-C40 Hydrocarbons	1.94	J	1.75	5.27	1	07/15/2020 04:38	<a href="#">WG1506713</a>
(S) o-Terphenyl	64.2			18.0-148		07/15/2020 04:38	<a href="#">WG1506713</a>

1 Cp

2 Tc

3 Ss

4 Cn

Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00495	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Alpha BHC	U		0.00484	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Beta BHC	U		0.00499	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Delta BHC	U		0.00456	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Gamma BHC	U		0.00453	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
4,4-DDD	U		0.00487	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
4,4-DDE	U		0.00482	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
4,4-DDT	U		0.00825	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Dieldrin	U		0.00453	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Endosulfan I	U		0.00478	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Endosulfan II	U		0.00441	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Endosulfan sulfate	U		0.00479	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Endrin	U		0.00461	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Endrin aldehyde	U		0.00446	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Endrin ketone	U		0.00936	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Heptachlor	U		0.00563	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Heptachlor epoxide	U		0.00446	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Hexachlorobenzene	U		0.00456	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Methoxychlor	U		0.00637	0.0263	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Chlordane	U		0.136	0.395	1	07/14/2020 22:44	<a href="#">WG1508889</a>
Toxaphene	U		0.163	0.527	1	07/14/2020 22:44	<a href="#">WG1508889</a>
(S) Decachlorobiphenyl	80.7			10.0-135		07/14/2020 22:44	<a href="#">WG1508889</a>
(S) Tetrachloro-m-xylene	85.4			10.0-139		07/14/2020 22:44	<a href="#">WG1508889</a>

5 Sr

6 Qc

7 GI

8 AI

9 Sc

B-3-1.5'

Collected date/time: 07/08/20 08:17

## SAMPLE RESULTS - 03

L1238537

ONE LAB. NATIONWIDE.



## Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	85.9		1	07/15/2020 23:03	<a href="#">WG1508928</a>

## Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis date / time	Batch
Mercury	U		0.0209	0.0466	1	07/13/2020 17:18	<a href="#">WG1507947</a>

## Metals (ICP) by Method 6010B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis date / time	Batch
Antimony	U	<u>J6</u>	0.582	2.33	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Arsenic	11.6		0.535	2.33	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Barium	306	<u>J5 O1</u>	0.279	0.582	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Beryllium	0.518		0.0931	0.233	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Cadmium	U		0.0943	0.582	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Chromium	24.9	<u>O1</u>	0.291	1.16	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Cobalt	7.23		0.268	1.16	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Copper	38.6	<u>O1</u>	0.589	2.33	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Lead	10.7		0.242	0.582	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Molybdenum	1.17		0.233	0.582	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Nickel	20.6		0.570	2.33	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Selenium	2.95		0.718	2.33	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Silver	U		0.265	1.16	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Thallium	U		0.412	2.33	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Vanadium	47.3	<u>O1</u>	0.800	2.33	1	07/13/2020 18:35	<a href="#">WG1507676</a>
Zinc	63.9	<u>O1</u>	1.09	5.82	1	07/13/2020 18:35	<a href="#">WG1507676</a>

## Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis date / time	Batch
TPHG C5 - C12	U		0.0386	0.116	1	07/14/2020 15:36	<a href="#">WG1508563</a>
(S) a, a, a-Trifluorotoluene(FID)	103			59.0-128		07/14/2020 15:36	<a href="#">WG1508563</a>

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis date / time	Batch
Acetone	0.0564	<u>J</u>	0.0500	0.0686	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Acrylonitrile	U		0.00495	0.0171	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Benzene	U		0.000640	0.00137	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Bromobenzene	U		0.00123	0.0171	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Bromodichloromethane	U		0.000994	0.00343	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Bromoform	U		0.00160	0.0343	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Bromomethane	U		0.00270	0.0171	1	07/13/2020 11:58	<a href="#">WG1508015</a>
n-Butylbenzene	U		0.00720	0.0171	1	07/13/2020 11:58	<a href="#">WG1508015</a>
sec-Butylbenzene	U		0.00395	0.0171	1	07/13/2020 11:58	<a href="#">WG1508015</a>
tert-Butylbenzene	U		0.00267	0.00686	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Carbon tetrachloride	U		0.00123	0.00686	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Chlorobenzene	U		0.000288	0.00343	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Chlorodibromomethane	U		0.000839	0.00343	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Chloroethane	U		0.00233	0.00686	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Chloroform	U		0.00141	0.00343	1	07/13/2020 11:58	<a href="#">WG1508015</a>
Chloromethane	U		0.00596	0.0171	1	07/13/2020 11:58	<a href="#">WG1508015</a>
2-Chlorotoluene	U		0.00119	0.00343	1	07/13/2020 11:58	<a href="#">WG1508015</a>
4-Chlorotoluene	U		0.000617	0.00686	1	07/13/2020 11:58	<a href="#">WG1508015</a>

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

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## SAMPLE RESULTS - 03

ONE LAB. NATIONWIDE.



Collected date/time: 07/08/20 08:17

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## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
1,2-Dibromo-3-Chloropropane	U		0.00535	0.0343	1	07/13/2020 11:58	WG1508015
1,2-Dibromoethane	U		0.000889	0.00343	1	07/13/2020 11:58	WG1508015
Dibromomethane	U		0.00103	0.00686	1	07/13/2020 11:58	WG1508015
1,2-Dichlorobenzene	U		0.000583	0.00686	1	07/13/2020 11:58	WG1508015
1,3-Dichlorobenzene	U		0.000823	0.00686	1	07/13/2020 11:58	WG1508015
1,4-Dichlorobenzene	U		0.000960	0.00686	1	07/13/2020 11:58	WG1508015
Dichlorodifluoromethane	U		0.00221	0.00343	1	07/13/2020 11:58	WG1508015
1,1-Dichloroethane	U		0.000673	0.00343	1	07/13/2020 11:58	WG1508015
1,2-Dichloroethane	U		0.000890	0.00343	1	07/13/2020 11:58	WG1508015
1,1-Dichloroethene	U		0.000831	0.00343	1	07/13/2020 11:58	WG1508015
cis-1,2-Dichloroethene	U		0.00101	0.00343	1	07/13/2020 11:58	WG1508015
trans-1,2-Dichloroethene	U		0.00143	0.00686	1	07/13/2020 11:58	WG1508015
1,2-Dichloropropane	U		0.00195	0.00686	1	07/13/2020 11:58	WG1508015
1,1-Dichloropropene	U		0.00111	0.00343	1	07/13/2020 11:58	WG1508015
1,3-Dichloropropane	U		0.000687	0.00686	1	07/13/2020 11:58	WG1508015
cis-1,3-Dichloropropene	U		0.00104	0.00343	1	07/13/2020 11:58	WG1508015
trans-1,3-Dichloropropene	U		0.00156	0.00686	1	07/13/2020 11:58	WG1508015
2,2-Dichloropropane	U		0.00189	0.00343	1	07/13/2020 11:58	WG1508015
Di-isopropyl ether	U		0.000562	0.00137	1	07/13/2020 11:58	WG1508015
Ethylbenzene	U		0.00101	0.00343	1	07/13/2020 11:58	WG1508015
Hexachloro-1,3-butadiene	U		0.00823	0.0343	1	07/13/2020 11:58	WG1508015
Isopropylbenzene	U		0.000583	0.00343	1	07/13/2020 11:58	WG1508015
p-Isopropyltoluene	U		0.00350	0.00686	1	07/13/2020 11:58	WG1508015
2-Butanone (MEK)	U		0.0871	0.137	1	07/13/2020 11:58	WG1508015
Methylene Chloride	U		0.00910	0.0343	1	07/13/2020 11:58	WG1508015
4-Methyl-2-pentanone (MIBK)	U		0.00313	0.0343	1	07/13/2020 11:58	WG1508015
Methyl tert-butyl ether	U		0.000480	0.00137	1	07/13/2020 11:58	WG1508015
Naphthalene	U		0.00669	0.0171	1	07/13/2020 11:58	WG1508015
n-Propylbenzene	U		0.00130	0.00686	1	07/13/2020 11:58	WG1508015
Styrene	U		0.000314	0.0171	1	07/13/2020 11:58	WG1508015
1,1,1,2-Tetrachloroethane	U		0.00130	0.00343	1	07/13/2020 11:58	WG1508015
1,1,2,2-Tetrachloroethane	U		0.000953	0.00343	1	07/13/2020 11:58	WG1508015
1,1,2-Trichlorotrifluoroethane	U		0.00103	0.00343	1	07/13/2020 11:58	WG1508015
Tetrachloroethene	U		0.00123	0.00343	1	07/13/2020 11:58	WG1508015
Toluene	U		0.00178	0.00686	1	07/13/2020 11:58	WG1508015
1,2,3-Trichlorobenzene	U		0.0101	0.0171	1	07/13/2020 11:58	WG1508015
1,2,4-Trichlorobenzene	U		0.00603	0.0171	1	07/13/2020 11:58	WG1508015
1,1,1-Trichloroethane	U		0.00127	0.00343	1	07/13/2020 11:58	WG1508015
1,1,2-Trichloroethane	U		0.000819	0.00343	1	07/13/2020 11:58	WG1508015
Trichloroethene	U		0.000801	0.00137	1	07/13/2020 11:58	WG1508015
Trichlorofluoromethane	U		0.00113	0.00343	1	07/13/2020 11:58	WG1508015
1,2,3-Trichloropropane	U		0.00222	0.0171	1	07/13/2020 11:58	WG1508015
1,2,4-Trimethylbenzene	U		0.00217	0.00686	1	07/13/2020 11:58	WG1508015
1,2,3-Trimethylbenzene	U		0.00217	0.00686	1	07/13/2020 11:58	WG1508015
1,3,5-Trimethylbenzene	U		0.00274	0.00686	1	07/13/2020 11:58	WG1508015
Vinyl chloride	U		0.00159	0.00343	1	07/13/2020 11:58	WG1508015
Xylenes, Total	U		0.00121	0.00891	1	07/13/2020 11:58	WG1508015
(S) Toluene-d8	102			75.0-131		07/13/2020 11:58	WG1508015
(S) 4-Bromofluorobenzene	101			67.0-138		07/13/2020 11:58	WG1508015
(S) 1,2-Dichloroethane-d4	96.9			70.0-130		07/13/2020 11:58	WG1508015



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B-3-1.5'

SAMPLE RESULTS - 03

ONE LAB. NATIONWIDE.



Collected date/time: 07/08/20 08:17

L1238537

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
C12-C22 Hydrocarbons	U		0.853	4.66	1	07/15/2020 04:51	WG1506713
C22-C32 Hydrocarbons	U		1.55	4.66	1	07/15/2020 04:51	WG1506713
C32-C40 Hydrocarbons	2.06	J	1.55	4.66	1	07/15/2020 04:51	WG1506713
(S) o-Terphenyl	62.9			18.0-148		07/15/2020 04:51	WG1506713

1 Cp

2 Tc

3 Ss

4 Cn

Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00438	0.0233	1	07/14/2020 22:57	WG1508889
Alpha BHC	U		0.00428	0.0233	1	07/14/2020 22:57	WG1508889
Beta BHC	U		0.00441	0.0233	1	07/14/2020 22:57	WG1508889
Delta BHC	U		0.00403	0.0233	1	07/14/2020 22:57	WG1508889
Gamma BHC	U		0.00400	0.0233	1	07/14/2020 22:57	WG1508889
4,4-DDD	U		0.00431	0.0233	1	07/14/2020 22:57	WG1508889
4,4-DDE	U		0.00426	0.0233	1	07/14/2020 22:57	WG1508889
4,4-DDT	U		0.00730	0.0233	1	07/14/2020 22:57	WG1508889
Dieldrin	U		0.00400	0.0233	1	07/14/2020 22:57	WG1508889
Endosulfan I	U		0.00422	0.0233	1	07/14/2020 22:57	WG1508889
Endosulfan II	U		0.00390	0.0233	1	07/14/2020 22:57	WG1508889
Endosulfan sulfate	U		0.00424	0.0233	1	07/14/2020 22:57	WG1508889
Endrin	U		0.00407	0.0233	1	07/14/2020 22:57	WG1508889
Endrin aldehyde	U		0.00395	0.0233	1	07/14/2020 22:57	WG1508889
Endrin ketone	U		0.00827	0.0233	1	07/14/2020 22:57	WG1508889
Heptachlor	U		0.00498	0.0233	1	07/14/2020 22:57	WG1508889
Heptachlor epoxide	U		0.00395	0.0233	1	07/14/2020 22:57	WG1508889
Hexachlorobenzene	U		0.00403	0.0233	1	07/14/2020 22:57	WG1508889
Methoxychlor	U		0.00563	0.0233	1	07/14/2020 22:57	WG1508889
Chlordane	U		0.120	0.349	1	07/14/2020 22:57	WG1508889
Toxaphene	U		0.144	0.466	1	07/14/2020 22:57	WG1508889
(S) Decachlorobiphenyl	68.2			10.0-135		07/14/2020 22:57	WG1508889
(S) Tetrachloro-m-xylene	74.1			10.0-139		07/14/2020 22:57	WG1508889

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

B-4-1.0'

Collected date/time: 07/08/20 09:11

## SAMPLE RESULTS - 04

L1238537

ONE LAB, NATIONWIDE



## Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
Total Solids	87.4		1	07/15/2020 23:03	<a href="#">WG1508928</a>

## Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Mercury	0.0221	J	0.0206	0.0458	1	07/13/2020 17:20	<a href="#">WG1507947</a>

## Metals (ICP) by Method 6010B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Antimony	U		0.572	2.29	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Arsenic	9.99		0.526	2.29	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Barium	680		0.275	0.572	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Beryllium	0.899		0.0915	0.229	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Cadmium	0.121	J	0.0927	0.572	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Chromium	29.7		0.286	1.14	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Cobalt	9.72		0.263	1.14	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Copper	22.0		0.579	2.29	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Lead	9.29		0.238	0.572	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Molybdenum	0.790		0.229	0.572	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Nickel	34.8		0.561	2.29	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Selenium	U		0.706	2.29	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Silver	U		0.261	1.14	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Thallium	U		0.405	2.29	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Vanadium	63.9		0.786	2.29	1	07/13/2020 18:55	<a href="#">WG1507676</a>
Zinc	56.5		1.07	5.72	1	07/13/2020 18:55	<a href="#">WG1507676</a>

## Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
TPHG C5 - C12	U		0.0380	0.114	1	07/14/2020 15:57	<a href="#">WG1508563</a>
(S) a,a,a-Trifluorotoluene(FID)	105			59.0-128		07/14/2020 15:57	<a href="#">WG1508563</a>

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
Acetone	0.0533	J	0.0483	0.0661	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Acrylonitrile	U		0.00478	0.0165	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Benzene	U		0.000618	0.00132	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Bromobenzene	U		0.00119	0.0165	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Bromodichloromethane	U		0.000959	0.00331	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Bromoform	U		0.00155	0.0331	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Bromomethane	U		0.00261	0.0165	1	07/13/2020 12:18	<a href="#">WG1508015</a>
n-Butylbenzene	U		0.00695	0.0165	1	07/13/2020 12:18	<a href="#">WG1508015</a>
sec-Butylbenzene	U		0.00381	0.0165	1	07/13/2020 12:18	<a href="#">WG1508015</a>
tert-Butylbenzene	U		0.00258	0.00661	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Carbon tetrachloride	U		0.00119	0.00661	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Chlorobenzene	U		0.000278	0.00331	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Chlorodibromomethane	U		0.000810	0.00331	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Chloroethane	U		0.00225	0.00661	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Chloroform	U		0.00136	0.00331	1	07/13/2020 12:18	<a href="#">WG1508015</a>
Chloromethane	U		0.00575	0.0165	1	07/13/2020 12:18	<a href="#">WG1508015</a>
2-Chlorotoluene	U		0.00114	0.00331	1	07/13/2020 12:18	<a href="#">WG1508015</a>
4-Chlorotoluene	U		0.000595	0.00661	1	07/13/2020 12:18	<a href="#">WG1508015</a>



B-4-1.0'

## SAMPLE RESULTS - 04

ONE LAB. NATIONWIDE



Collected date/time: 07/08/20 09:11

L1238537

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
1,2-Dibromo-3-Chloropropane	U		0.00516	0.0331	1	07/13/2020 12:18	WG1508015
1,2-Dibromoethane	U		0.000857	0.00331	1	07/13/2020 12:18	WG1508015
Dibromomethane	U		0.000992	0.00661	1	07/13/2020 12:18	WG1508015
1,2-Dichlorobenzene	U		0.000562	0.00661	1	07/13/2020 12:18	WG1508015
1,3-Dichlorobenzene	U		0.000794	0.00661	1	07/13/2020 12:18	WG1508015
1,4-Dichlorobenzene	U		0.000926	0.00661	1	07/13/2020 12:18	WG1508015
Dichlorodifluoromethane	U		0.00213	0.00331	1	07/13/2020 12:18	WG1508015
1,1-Dichloroethane	U		0.000650	0.00331	1	07/13/2020 12:18	WG1508015
1,2-Dichloroethane	U		0.000859	0.00331	1	07/13/2020 12:18	WG1508015
1,1-Dichloroethene	U		0.000802	0.00331	1	07/13/2020 12:18	WG1508015
cis-1,2-Dichloroethene	U		0.000971	0.00331	1	07/13/2020 12:18	WG1508015
trans-1,2-Dichloroethene	U		0.00138	0.00661	1	07/13/2020 12:18	WG1508015
1,2-Dichloropropane	U		0.00188	0.00661	1	07/13/2020 12:18	WG1508015
1,1-Dichloropropene	U		0.00107	0.00331	1	07/13/2020 12:18	WG1508015
1,3-Dichloropropane	U		0.000663	0.00661	1	07/13/2020 12:18	WG1508015
cis-1,3-Dichloropropene	U		0.00100	0.00331	1	07/13/2020 12:18	WG1508015
trans-1,3-Dichloropropene	U		0.00151	0.00661	1	07/13/2020 12:18	WG1508015
2,2-Dichloropropane	U		0.00183	0.00331	1	07/13/2020 12:18	WG1508015
Di-isopropyl ether	U		0.000542	0.00132	1	07/13/2020 12:18	WG1508015
Ethylbenzene	U		0.000975	0.00331	1	07/13/2020 12:18	WG1508015
Hexachloro-1,3-butadiene	U		0.00794	0.0331	1	07/13/2020 12:18	WG1508015
Isopropylbenzene	U		0.000562	0.00331	1	07/13/2020 12:18	WG1508015
p-Isopropyltoluene	U		0.00337	0.00661	1	07/13/2020 12:18	WG1508015
2-Butanone (MEK)	U		0.0840	0.132	1	07/13/2020 12:18	WG1508015
Methylene Chloride	U		0.00878	0.0331	1	07/13/2020 12:18	WG1508015
4-Methyl-2-pentanone (MIBK)	U		0.00302	0.0331	1	07/13/2020 12:18	WG1508015
Methyl tert-butyl ether	U		0.000463	0.00132	1	07/13/2020 12:18	WG1508015
Naphthalene	U		0.00646	0.0165	1	07/13/2020 12:18	WG1508015
n-Propylbenzene	U		0.00126	0.00661	1	07/13/2020 12:18	WG1508015
Styrene	U		0.000303	0.0165	1	07/13/2020 12:18	WG1508015
1,1,1,2-Tetrachloroethane	U		0.00125	0.00331	1	07/13/2020 12:18	WG1508015
1,1,2,2-Tetrachloroethane	U		0.000919	0.00331	1	07/13/2020 12:18	WG1508015
1,1,2-Trichlorotrifluoroethane	U		0.000998	0.00331	1	07/13/2020 12:18	WG1508015
Tetrachloroethene	U		0.00119	0.00331	1	07/13/2020 12:18	WG1508015
Toluene	U		0.00172	0.00661	1	07/13/2020 12:18	WG1508015
1,2,3-Trichlorobenzene	U		0.00970	0.0165	1	07/13/2020 12:18	WG1508015
1,2,4-Trichlorobenzene	U		0.00582	0.0165	1	07/13/2020 12:18	WG1508015
1,1,1-Trichloroethane	U		0.00122	0.00331	1	07/13/2020 12:18	WG1508015
1,1,2-Trichloroethane	U		0.000790	0.00331	1	07/13/2020 12:18	WG1508015
Trichloroethene	U		0.000773	0.00132	1	07/13/2020 12:18	WG1508015
Trichlorofluoromethane	U		0.00109	0.00331	1	07/13/2020 12:18	WG1508015
1,2,3-Trichloropropane	U		0.00214	0.0165	1	07/13/2020 12:18	WG1508015
1,2,4-Trimethylbenzene	U		0.00209	0.00661	1	07/13/2020 12:18	WG1508015
1,2,3-Trimethylbenzene	U		0.00209	0.00661	1	07/13/2020 12:18	WG1508015
1,3,5-Trimethylbenzene	U		0.00265	0.00661	1	07/13/2020 12:18	WG1508015
Vinyl chloride	U		0.00153	0.00331	1	07/13/2020 12:18	WG1508015
Xylenes, Total	U		0.00116	0.00860	1	07/13/2020 12:18	WG1508015
(S) Toluene-d8	102			75.0-131		07/13/2020 12:18	WG1508015
(S) 4-Bromofluorobenzene	103			67.0-138		07/13/2020 12:18	WG1508015
(S) 1,2-Dichloroethane-d4	98.4			70.0-130		07/13/2020 12:18	WG1508015



B-4-1.0'

SAMPLE RESULTS - 04

ONE LAB. NATIONWIDE



Collected date/time: 07/08/20 09:11

L1238537

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
C12-C22 Hydrocarbons	0.921	J	0.839	4.58	1	07/15/2020 05:04	WG1506713
C22-C32 Hydrocarbons	4.07	J	1.52	4.58	1	07/15/2020 05:04	WG1506713
C32-C40 Hydrocarbons	4.39	J	1.52	4.58	1	07/15/2020 05:04	WG1506713
(S) o-Terphenyl	70.1			18.0-148		07/15/2020 05:04	WG1506713

1 Cp

2 Tc

3 Ss

4 Cn

Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00430	0.0229	1	07/14/2020 23:10	WG1508889
Alpha BHC	U		0.00421	0.0229	1	07/14/2020 23:10	WG1508889
Beta BHC	U		0.00434	0.0229	1	07/14/2020 23:10	WG1508889
Delta BHC	U		0.00396	0.0229	1	07/14/2020 23:10	WG1508889
Gamma BHC	U		0.00394	0.0229	1	07/14/2020 23:10	WG1508889
4,4-DDD	U		0.00423	0.0229	1	07/14/2020 23:10	WG1508889
4,4-DDE	U		0.00419	0.0229	1	07/14/2020 23:10	WG1508889
4,4-DDT	U		0.00717	0.0229	1	07/14/2020 23:10	WG1508889
Dieldrin	U		0.00394	0.0229	1	07/14/2020 23:10	WG1508889
Endosulfan I	U		0.00415	0.0229	1	07/14/2020 23:10	WG1508889
Endosulfan II	U		0.00383	0.0229	1	07/14/2020 23:10	WG1508889
Endosulfan sulfate	U		0.00416	0.0229	1	07/14/2020 23:10	WG1508889
Endrin	U		0.00400	0.0229	1	07/14/2020 23:10	WG1508889
Endrin aldehyde	U		0.00388	0.0229	1	07/14/2020 23:10	WG1508889
Endrin ketone	U		0.00813	0.0229	1	07/14/2020 23:10	WG1508889
Heptachlor	U		0.00490	0.0229	1	07/14/2020 23:10	WG1508889
Heptachlor epoxide	U		0.00388	0.0229	1	07/14/2020 23:10	WG1508889
Hexachlorobenzene	U		0.00396	0.0229	1	07/14/2020 23:10	WG1508889
Methoxychlor	U		0.00554	0.0229	1	07/14/2020 23:10	WG1508889
Chlordane	U		0.118	0.343	1	07/14/2020 23:10	WG1508889
Toxaphene	U		0.142	0.458	1	07/14/2020 23:10	WG1508889
(S) Decachlorobiphenyl	93.8			10.0-135		07/14/2020 23:10	WG1508889
(S) Tetrachloro-m-xylene	96.8			10.0-139		07/14/2020 23:10	WG1508889

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

B-5-1.0'

Collected date/time: 07/08/20 10:01

## SAMPLE RESULTS - 05

L1238537

ONE LAB. NATIONWIDE.



## Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	88.8		1	07/15/2020 23:03	<a href="#">WG1508928</a>

## Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Mercury	0.0248	J	0.0203	0.0451	1	07/13/2020 17:23	<a href="#">WG1507947</a>

## Metals (ICP) by Method 6010B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Antimony	U		0.563	2.25	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Arsenic	15.8		0.518	2.25	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Barium	269		0.270	0.563	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Beryllium	0.751		0.0901	0.225	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Cadmium	0.0986	J	0.0913	0.563	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Chromium	33.1		0.282	1.13	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Cobalt	9.22		0.259	1.13	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Copper	34.6		0.570	2.25	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Lead	14.6		0.234	0.563	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Molybdenum	0.896		0.225	0.563	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Nickel	40.1		0.552	2.25	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Selenium	U		0.695	2.25	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Silver	U		0.257	1.13	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Thallium	U		0.399	2.25	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Vanadium	73.8		0.774	2.25	1	07/13/2020 19:03	<a href="#">WG1507676</a>
Zinc	110		1.06	5.63	1	07/13/2020 19:03	<a href="#">WG1507676</a>

## Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
TPHG C5 - C12	U		0.0374	0.113	1	07/14/2020 16:18	<a href="#">WG1508563</a>
(S) o,a,a-Trifluorotoluene(FID)	100			59.0-128		07/14/2020 16:18	<a href="#">WG1508563</a>

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Acetone	0.0694		0.0473	0.0647	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Acrylonitrile	U		0.00467	0.0162	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Benzene	U		0.000605	0.00129	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Bromobenzene	U		0.00117	0.0162	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Bromodichloromethane	U		0.000939	0.00324	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Bromoform	U		0.00151	0.0324	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Bromomethane	U		0.00255	0.0162	1	07/13/2020 12:38	<a href="#">WG1508015</a>
n-Butylbenzene	U		0.00680	0.0162	1	07/13/2020 12:38	<a href="#">WG1508015</a>
sec-Butylbenzene	U		0.00373	0.0162	1	07/13/2020 12:38	<a href="#">WG1508015</a>
tert-Butylbenzene	U		0.00252	0.00647	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Carbon tetrachloride	U		0.00116	0.00647	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Chlorobenzene	U		0.000272	0.00324	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Chlorodibromomethane	U		0.000792	0.00324	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Chloroethane	U		0.00220	0.00647	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Chloroform	U		0.00133	0.00324	1	07/13/2020 12:38	<a href="#">WG1508015</a>
Chloromethane	U		0.00563	0.0162	1	07/13/2020 12:38	<a href="#">WG1508015</a>
2-Chlorotoluene	U		0.00112	0.00324	1	07/13/2020 12:38	<a href="#">WG1508015</a>
4-Chlorotoluene	U		0.000583	0.00647	1	07/13/2020 12:38	<a href="#">WG1508015</a>

Cp

Tc

Ss

Cn

Sr

Qc

Gl

Al

Sc

ACCOUNT:

Rosso Environmental, Inc. - Berkeley, CA

PROJECT:

20-0020.02

SDG:

L1238537

DATE/TIME:

07/20/20 15:29

PAGE:

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B-5-1.0'

## SAMPLE RESULTS - 05

ONE LAB. NATIONWIDE



Collected date/time: 07/08/20 10:01

L1238537

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
1,2-Dibromo-3-Chloropropane	U		0.00505	0.0324	1	07/13/2020 12:38	WG1508015
1,2-Dibromoethane	U		0.000839	0.00324	1	07/13/2020 12:38	WG1508015
Dibromomethane	U		0.000971	0.00647	1	07/13/2020 12:38	WG1508015
1,2-Dichlorobenzene	U		0.000550	0.00647	1	07/13/2020 12:38	WG1508015
1,3-Dichlorobenzene	U		0.000777	0.00647	1	07/13/2020 12:38	WG1508015
1,4-Dichlorobenzene	U		0.000906	0.00647	1	07/13/2020 12:38	WG1508015
Dichlorodifluoromethane	U		0.00208	0.00324	1	07/13/2020 12:38	WG1508015
1,1-Dichloroethane	U		0.000636	0.00324	1	07/13/2020 12:38	WG1508015
1,2-Dichloroethane	U		0.000840	0.00324	1	07/13/2020 12:38	WG1508015
1,1-Dichloroethene	U		0.000785	0.00324	1	07/13/2020 12:38	WG1508015
cis-1,2-Dichloroethene	U		0.000950	0.00324	1	07/13/2020 12:38	WG1508015
trans-1,2-Dichloroethene	U		0.00135	0.00647	1	07/13/2020 12:38	WG1508015
1,2-Dichloropropane	U		0.00184	0.00647	1	07/13/2020 12:38	WG1508015
1,1-Dichloropropene	U		0.00105	0.00324	1	07/13/2020 12:38	WG1508015
1,3-Dichloropropane	U		0.000649	0.00647	1	07/13/2020 12:38	WG1508015
cis-1,3-Dichloropropene	U		0.000980	0.00324	1	07/13/2020 12:38	WG1508015
trans-1,3-Dichloropropene	U		0.00148	0.00647	1	07/13/2020 12:38	WG1508015
2,2-Dichloropropane	U		0.00179	0.00324	1	07/13/2020 12:38	WG1508015
Di-isopropyl ether	U		0.000531	0.00129	1	07/13/2020 12:38	WG1508015
Ethylbenzene	U		0.000954	0.00324	1	07/13/2020 12:38	WG1508015
Hexachloro-1,3-butadiene	U		0.00777	0.0324	1	07/13/2020 12:38	WG1508015
Isopropylbenzene	U		0.000550	0.00324	1	07/13/2020 12:38	WG1508015
p-Isopropyltoluene	U		0.00330	0.00647	1	07/13/2020 12:38	WG1508015
2-Butanone (MEK)	0.107	J	0.0822	0.129	1	07/13/2020 12:38	WG1508015
Methylene Chloride	U		0.00860	0.0324	1	07/13/2020 12:38	WG1508015
4-Methyl-2-pentanone (MIBK)	U		0.00295	0.0324	1	07/13/2020 12:38	WG1508015
Methyl tert-butyl ether	U		0.000453	0.00129	1	07/13/2020 12:38	WG1508015
Naphthalene	U		0.00632	0.0162	1	07/13/2020 12:38	WG1508015
n-Propylbenzene	U		0.00123	0.00647	1	07/13/2020 12:38	WG1508015
Styrene	U		0.000296	0.0162	1	07/13/2020 12:38	WG1508015
1,1,1,2-Tetrachloroethane	U		0.00123	0.00324	1	07/13/2020 12:38	WG1508015
1,1,2,2-Tetrachloroethane	U		0.000900	0.00324	1	07/13/2020 12:38	WG1508015
1,1,2-Trichlorotrifluoroethane	U		0.000976	0.00324	1	07/13/2020 12:38	WG1508015
Tetrachloroethene	U		0.00116	0.00324	1	07/13/2020 12:38	WG1508015
Toluene	U		0.00168	0.00647	1	07/13/2020 12:38	WG1508015
1,2,3-Trichlorobenzene	U		0.00949	0.0162	1	07/13/2020 12:38	WG1508015
1,2,4-Trichlorobenzene	U		0.00570	0.0162	1	07/13/2020 12:38	WG1508015
1,1,1-Trichloroethane	U		0.00119	0.00324	1	07/13/2020 12:38	WG1508015
1,1,2-Trichloroethane	U		0.000773	0.00324	1	07/13/2020 12:38	WG1508015
Trichloroethene	U		0.000756	0.00129	1	07/13/2020 12:38	WG1508015
Trichlorofluoromethane	U		0.00107	0.00324	1	07/13/2020 12:38	WG1508015
1,2,3-Trichloropropane	U		0.00210	0.0162	1	07/13/2020 12:38	WG1508015
1,2,4-Trimethylbenzene	U		0.00205	0.00647	1	07/13/2020 12:38	WG1508015
1,2,3-Trimethylbenzene	U		0.00205	0.00647	1	07/13/2020 12:38	WG1508015
1,3,5-Trimethylbenzene	U		0.00259	0.00647	1	07/13/2020 12:38	WG1508015
Vinyl chloride	U		0.00150	0.00324	1	07/13/2020 12:38	WG1508015
Xylenes, Total	U		0.00114	0.00841	1	07/13/2020 12:38	WG1508015
(S) Toluene-d8	98.3			75.0-131		07/13/2020 12:38	WG1508015
(S) 4-Bromofluorobenzene	103			67.0-138		07/13/2020 12:38	WG1508015
(S) 1,2-Dichloroethane-d4	103			70.0-130		07/13/2020 12:38	WG1508015

Cp

Tc

Ss

Cn

Sr

Qc

Gl

Al

Sc

ACCOUNT:

Rosso Environmental, Inc. - Berkeley, CA

PROJECT:

20-0020.02

SDG:

L1238537

DATE/TIME:

07/20/20 15:29

PAGE:

19 of 41

B-5-1.0'

SAMPLE RESULTS - 05

ONE LAB, NATIONWIDE.



Collected date/time: 07/08/20 10:01

L1238537

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
C12-C22 Hydrocarbons	1.26	J	0.826	4.51	1	07/14/2020 21:53	WG1508649
C22-C32 Hydrocarbons	U		1.50	4.51	1	07/14/2020 21:53	WG1508649
C32-C40 Hydrocarbons	U		1.50	4.51	1	07/14/2020 21:53	WG1508649
(S) o-Terphenyl	91.8			18.0-148		07/14/2020 21:53	WG1508649

Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00424	0.0225	1	07/14/2020 23:24	WG1508889
Alpha BHC	U		0.00415	0.0225	1	07/14/2020 23:24	WG1508889
Beta BHC	U		0.00427	0.0225	1	07/14/2020 23:24	WG1508889
Delta BHC	U		0.00390	0.0225	1	07/14/2020 23:24	WG1508889
Gamma BHC	U		0.00388	0.0225	1	07/14/2020 23:24	WG1508889
4,4-DDD	U		0.00417	0.0225	1	07/14/2020 23:24	WG1508889
4,4-DDE	U		0.00412	0.0225	1	07/14/2020 23:24	WG1508889
4,4-DDT	U		0.00706	0.0225	1	07/14/2020 23:24	WG1508889
Dieldrin	U		0.00388	0.0225	1	07/14/2020 23:24	WG1508889
Endosulfan I	U		0.00409	0.0225	1	07/14/2020 23:24	WG1508889
Endosulfan II	U		0.00377	0.0225	1	07/14/2020 23:24	WG1508889
Endosulfan sulfate	U		0.00410	0.0225	1	07/14/2020 23:24	WG1508889
Endrin	U		0.00394	0.0225	1	07/14/2020 23:24	WG1508889
Endrin aldehyde	U		0.00382	0.0225	1	07/14/2020 23:24	WG1508889
Endrin ketone	U		0.00801	0.0225	1	07/14/2020 23:24	WG1508889
Heptachlor	U		0.00482	0.0225	1	07/14/2020 23:24	WG1508889
Heptachlor epoxide	U		0.00382	0.0225	1	07/14/2020 23:24	WG1508889
Hexachlorobenzene	U		0.00390	0.0225	1	07/14/2020 23:24	WG1508889
Methoxychlor	U		0.00545	0.0225	1	07/14/2020 23:24	WG1508889
Chlordane	U		0.116	0.338	1	07/14/2020 23:24	WG1508889
Toxaphene	U		0.140	0.451	1	07/14/2020 23:24	WG1508889
(S) Decachlorobiphenyl	73.8			10.0-135		07/14/2020 23:24	WG1508889
(S) Tetrachloro-m-xylene	81.2			10.0-139		07/14/2020 23:24	WG1508889

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 GI
- 8 AI
- 9 Sc



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	92.4		1	07/15/2020 23:03	<a href="#">WG1508928</a>

Mercury by Method 7471A

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Mercury	U		0.0195	0.0433	1	07/13/2020 16:45	<a href="#">WG1507947</a>

Metals (ICP) by Method 6010B

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Antimony	0.746	J	0.541	2.16	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Arsenic	3.14		0.498	2.16	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Barium	683		0.260	0.541	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Beryllium	0.379		0.0866	0.216	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Cadmium	U		0.0877	0.541	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Chromium	22.0		0.271	1.08	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Cobalt	18.3		0.249	1.08	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Copper	20.2		0.548	2.16	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Lead	8.41		0.225	0.541	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Molybdenum	0.415	J	0.216	0.541	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Nickel	35.4		0.530	2.16	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Selenium	U		0.668	2.16	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Silver	U		0.247	1.08	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Thallium	U		0.383	2.16	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Vanadium	52.1		0.744	2.16	1	07/13/2020 19:06	<a href="#">WG1507676</a>
Zinc	49.1		1.02	5.41	1	07/13/2020 19:06	<a href="#">WG1507676</a>

Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
TPHG C5 - C12	U		0.0359	0.108	1	07/14/2020 16:39	<a href="#">WG1508563</a>
(S) a,a,a-Trifluorotoluene(FID)	105			59.0-128		07/14/2020 16:39	<a href="#">WG1508563</a>

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Acetone	0.0571		0.0395	0.0541	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Acrylonitrile	U		0.00391	0.0135	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Benzene	U		0.000505	0.00108	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Bromobenzene	U		0.000974	0.0135	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Bromodichloromethane	U		0.000785	0.00271	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Bromoform	U		0.00127	0.0271	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Bromomethane	U		0.00213	0.0135	1	07/13/2020 12:58	<a href="#">WG1508015</a>
n-Butylbenzene	U		0.00568	0.0135	1	07/13/2020 12:58	<a href="#">WG1508015</a>
sec-Butylbenzene	U		0.00312	0.0135	1	07/13/2020 12:58	<a href="#">WG1508015</a>
tert-Butylbenzene	U		0.00211	0.00541	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Carbon tetrachloride	U		0.000972	0.00541	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Chlorobenzene	U		0.000227	0.00271	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Chlorodibromomethane	U		0.000662	0.00271	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Chloroethane	U		0.00184	0.00541	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Chloroform	U		0.00111	0.00271	1	07/13/2020 12:58	<a href="#">WG1508015</a>
Chloromethane	U		0.00471	0.0135	1	07/13/2020 12:58	<a href="#">WG1508015</a>
2-Chlorotoluene	U		0.000936	0.00271	1	07/13/2020 12:58	<a href="#">WG1508015</a>
4-Chlorotoluene	U		0.000487	0.00541	1	07/13/2020 12:58	<a href="#">WG1508015</a>

Cp  
2 Tc  
3 Ss  
4 Cn  
5 Sr  
6 Qc  
7 Gl  
8 Al  
9 Sc

B-6-1.5'

SAMPLE RESULTS - 06

ONE LAB. NATIONWIDE.



Collected date/time: 07/08/20 09:36

L1238537

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
1,2-Dibromo-3-Chloropropane	U		0.00422	0.0271	1	07/13/2020 12:58	WG1508015
1,2-Dibromoethane	U		0.000701	0.00271	1	07/13/2020 12:58	WG1508015
Dibromomethane	U		0.000812	0.00541	1	07/13/2020 12:58	WG1508015
1,2-Dichlorobenzene	U		0.000460	0.00541	1	07/13/2020 12:58	WG1508015
1,3-Dichlorobenzene	U		0.000649	0.00541	1	07/13/2020 12:58	WG1508015
1,4-Dichlorobenzene	U		0.000758	0.00541	1	07/13/2020 12:58	WG1508015
Dichlorodifluoromethane	U		0.00174	0.00271	1	07/13/2020 12:58	WG1508015
1,1-Dichloroethane	U		0.000531	0.00271	1	07/13/2020 12:58	WG1508015
1,2-Dichloroethane	U		0.000702	0.00271	1	07/13/2020 12:58	WG1508015
1,1-Dichloroethene	U		0.000656	0.00271	1	07/13/2020 12:58	WG1508015
cis-1,2-Dichloroethene	U		0.000794	0.00271	1	07/13/2020 12:58	WG1508015
trans-1,2-Dichloroethene	U		0.00113	0.00541	1	07/13/2020 12:58	WG1508015
1,2-Dichloropropane	U		0.00154	0.00541	1	07/13/2020 12:58	WG1508015
1,1-Dichloropropene	U		0.000876	0.00271	1	07/13/2020 12:58	WG1508015
1,3-Dichloropropane	U		0.000542	0.00541	1	07/13/2020 12:58	WG1508015
cis-1,3-Dichloropropene	U		0.000819	0.00271	1	07/13/2020 12:58	WG1508015
trans-1,3-Dichloropropene	U		0.00123	0.00541	1	07/13/2020 12:58	WG1508015
2,2-Dichloropropane	U		0.00149	0.00271	1	07/13/2020 12:58	WG1508015
Di-isopropyl ether	U		0.000444	0.00108	1	07/13/2020 12:58	WG1508015
Ethylbenzene	U		0.000798	0.00271	1	07/13/2020 12:58	WG1508015
Hexachloro-1,3-butadiene	U		0.00649	0.0271	1	07/13/2020 12:58	WG1508015
Isopropylbenzene	U		0.000460	0.00271	1	07/13/2020 12:58	WG1508015
p-Isopropyltoluene	U		0.00276	0.00541	1	07/13/2020 12:58	WG1508015
2-Butanone (MEK)	0.0751	J	0.0687	0.108	1	07/13/2020 12:58	WG1508015
Methylene Chloride	U		0.00719	0.0271	1	07/13/2020 12:58	WG1508015
4-Methyl-2-pentanone (MIBK)	U		0.00247	0.0271	1	07/13/2020 12:58	WG1508015
Methyl tert-butyl ether	U		0.000379	0.00108	1	07/13/2020 12:58	WG1508015
Naphthalene	U		0.00528	0.0135	1	07/13/2020 12:58	WG1508015
n-Propylbenzene	U		0.00103	0.00541	1	07/13/2020 12:58	WG1508015
Styrene	U		0.000248	0.0135	1	07/13/2020 12:58	WG1508015
1,1,1,2-Tetrachloroethane	U		0.00103	0.00271	1	07/13/2020 12:58	WG1508015
1,1,2,2-Tetrachloroethane	U		0.000752	0.00271	1	07/13/2020 12:58	WG1508015
1,1,2-Trichlorotrifluoroethane	U		0.000816	0.00271	1	07/13/2020 12:58	WG1508015
Tetrachloroethene	U		0.000970	0.00271	1	07/13/2020 12:58	WG1508015
Toluene	U		0.00141	0.00541	1	07/13/2020 12:58	WG1508015
1,2,3-Trichlorobenzene	U		0.00793	0.0135	1	07/13/2020 12:58	WG1508015
1,2,4-Trichlorobenzene	U		0.00476	0.0135	1	07/13/2020 12:58	WG1508015
1,1,1-Trichloroethane	U		0.000999	0.00271	1	07/13/2020 12:58	WG1508015
1,1,2-Trichloroethane	U		0.000646	0.00271	1	07/13/2020 12:58	WG1508015
Trichloroethene	U		0.000632	0.00108	1	07/13/2020 12:58	WG1508015
Trichlorofluoromethane	U		0.000895	0.00271	1	07/13/2020 12:58	WG1508015
1,2,3-Trichloropropane	U		0.00175	0.0135	1	07/13/2020 12:58	WG1508015
1,2,4-Trimethylbenzene	U		0.00171	0.00541	1	07/13/2020 12:58	WG1508015
1,2,3-Trimethylbenzene	U		0.00171	0.00541	1	07/13/2020 12:58	WG1508015
1,3,5-Trimethylbenzene	U		0.00216	0.00541	1	07/13/2020 12:58	WG1508015
Vinyl chloride	U		0.00126	0.00271	1	07/13/2020 12:58	WG1508015
Xylenes, Total	U		0.000952	0.00703	1	07/13/2020 12:58	WG1508015
(S) Toluene-d8	99.9			75.0-131		07/13/2020 12:58	WG1508015
(S) 4-Bromofluorobenzene	104			67.0-138		07/13/2020 12:58	WG1508015
(S) 1,2-Dichloroethane-d4	104			70.0-130		07/13/2020 12:58	WG1508015

1 Cp  
2 Tc  
3 Ss  
4 Cn  
5 Sr  
6 Qc  
7 Gl  
8 Al  
9 Sc

B-6-1.5'

SAMPLE RESULTS - 06

ONE LAB. NATIONWIDE.



Collected date/time: 07/08/20 09:36

L1238537

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
C12-C22 Hydrocarbons	U		0.793	4.33	1	07/15/2020 08:34	<a href="#">WG1508886</a>
C22-C32 Hydrocarbons	U		1.44	4.33	1	07/15/2020 08:34	<a href="#">WG1508886</a>
C32-C40 Hydrocarbons	U		1.44	4.33	1	07/15/2020 08:34	<a href="#">WG1508886</a>
(S) o-Terphenyl	91.6			18.0-148		07/15/2020 08:34	<a href="#">WG1508886</a>

1 Cp

2 Tc

3 Ss

Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Aldrin	U		0.00407	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Alpha BHC	U		0.00398	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Beta BHC	U		0.00410	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Delta BHC	U		0.00374	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Gamma BHC	U		0.00372	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
4,4-DDD	U		0.00400	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
4,4-DDE	U		0.00396	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
4,4-DDT	U		0.00679	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Dieldrin	U		0.00372	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Endosulfan I	U		0.00393	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Endosulfan II	U		0.00363	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Endosulfan sulfate	U		0.00394	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Endrin	U		0.00379	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Endrin aldehyde	U		0.00367	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Endrin ketone	U		0.00769	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Heptachlor	U		0.00463	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Heptachlor epoxide	U		0.00367	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Hexachlorobenzene	U		0.00374	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Methoxychlor	U		0.00524	0.0216	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Chlordane	U		0.111	0.325	1	07/14/2020 23:37	<a href="#">WG1508889</a>
Toxaphene	U		0.134	0.433	1	07/14/2020 23:37	<a href="#">WG1508889</a>
(S) Decachlorobiphenyl	84.8			10.0-135		07/14/2020 23:37	<a href="#">WG1508889</a>
(S) Tetrachloro-m-xylene	87.0			10.0-139		07/14/2020 23:37	<a href="#">WG1508889</a>

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

WG1508927

Total Solids by Method 2540 G-2011

# QUALITY CONTROL SUMMARY

L1238537-01.02

ONE LAB. NATIONWIDE



## Method Blank (MB)

(MB) R3550147-1 07/15/20 23:17

Analyte	MB Result %	MB Qualifier	MB MDL %	MB RDL %
Total Solids	0.000			

## Laboratory Control Sample (LCS)

(LCS) R3550147-2 07/15/20 23:17

Analyte	Spike Amount %	LCS Result %	LCS Rec. %	Rec. Limits %	LCS Qualifier
Total Solids	50.0	50.1	100	85.0-115	

1 CP
2 Tc
3 Ss
4 Ch
5 Sr
6 Qc
7 GI
8 Al
9 Sc

ACCOUNT:

Rosso Environmental, Inc. - Berkeley, CA

PROJECT:

20-0020.02

SDG:

L1238537

DATE/TIME:

07/20/20 15:29

PAGE:

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# QUALITY CONTROL SUMMARY

L1238537-03,04,05,06

**WG1508928**

Total Solids by Method 2540 G-2011

## Method Blank (MB)

(MB) R3550142-1 07/15/20 23:03

Analyte	MB Result %	MB Qualifier	MB MDL %	MB RDL %
Total Solids	0.00100			

## L1238537-03 Original Sample (OS) • Duplicate (DUP)

(OS) L1238537-03 07/15/20 23:03 • (DUP) R3550142-3 07/15/20 23:03

Analyte	Original Result %	DUP Result %	Dilution	DUP RPD %	DUP Qualifier	DUP RPD Limits %
Total Solids	85.9	85.1	1	0.941		10

## Laboratory Control Sample (LCS)

(LCS) R3550142-2 07/15/20 23:03

Analyte	Spike Amount %	LCS Result %	LCS Rec. %	Rec. Limits %	LCS Qualifier
Total Solids	50.0	50.0	100	85.0-115	

1 Cp	2 Tc	3 Ss	4 Cn	5 Sr	6 Qc	7 Gl	8 Al	9 Sc
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# WG1507947

Mercury by Method 7471A

# QUALITY CONTROL SUMMARY

L1238537-01.02.03.04.05.06

ONE LAB. NATIONWIDE.

## Method Blank (MB)

(MB) R3549051-1 07/13/20 16:41

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
Mercury	mg/kg U	mg/kg 0.0180	mg/kg 0.0400	mg/kg 0.0400

## Laboratory Control Sample (LCS)

(LCS) R3549051-2 07/13/20 16:43

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
Mercury	mg/kg 0.500	mg/kg 0.527	% 105	% 80.0-120	

## L1238537-06 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1238537-06 07/13/20 16:45 • (MS) R3549051-3 07/13/20 16:48 • (MSD) R3549051-4 07/13/20 16:50

Analyte	Spike Amount	Original Result	MS Result	MSD Result	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
Mercury	mg/kg 0.541	mg/kg U	mg/kg 0.449	mg/kg 0.526	1	% 75.0-125	% 82.9	% 97.2	% 15.8	% 20

Legend for Laboratory Control Sample (LCS) and Matrix Spike (MS) results:

- Cp (Yellow)
- <sup>12</sup>Tc (Red)
- <sup>3</sup>Ss (Purple)
- <sup>4</sup>Cn (White)
- <sup>5</sup>Sr (Pink)
- <sup>6</sup>Qc (Green)
- <sup>7</sup>Gl (White)
- <sup>8</sup>Al (Blue)
- <sup>9</sup>Sc (White)

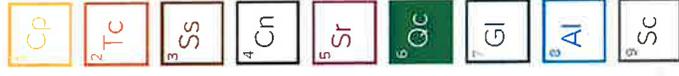
# WG1507676

Metals (ICP) by Method 6010B

## QUALITY CONTROL SUMMARY

L1238537-01.02.03.04.05.06

ONE LAB. NATIONWIDE.



### Method Blank (MB)

(MB) R3549064-1 07/13/20 18:29

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Antimony	U		0.500	2.00
Arsenic	U		0.460	2.00
Barium	U		0.240	0.500
Beryllium	U		0.0800	0.200
Cadmium	U		0.0810	0.500
Chromium	U		0.250	1.00
Cobalt	U		0.230	1.00
Copper	U		0.506	2.00
Lead	U		0.208	0.500
Molybdenum	U		0.200	0.500
Nickel	U		0.490	2.00
Selenium	U		0.617	2.00
Silver	U		0.228	1.00
Thallium	U		0.354	2.00
Vanadium	U		0.687	2.00
Zinc	U		0.939	5.00

### Laboratory Control Sample (LCS)

(LCS) R3549064-2 07/13/20 18:32

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Antimony	100	102	102	80.0-120	
Arsenic	100	95.5	95.5	80.0-120	
Barium	100	102	102	80.0-120	
Beryllium	100	103	103	80.0-120	
Cadmium	100	98.3	98.3	80.0-120	
Chromium	100	100	100	80.0-120	
Cobalt	100	103	103	80.0-120	
Copper	100	101	101	80.0-120	
Lead	100	99.6	99.6	80.0-120	
Molybdenum	100	104	104	80.0-120	
Nickel	100	101	101	80.0-120	
Selenium	100	100	100	80.0-120	
Silver	20.0	17.8	89.0	80.0-120	
Thallium	100	98.9	98.9	80.0-120	
Vanadium	100	99.9	99.9	80.0-120	
Zinc	100	99.8	99.8	80.0-120	

L1238537-01.02.03.04.05.06

L1238537-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1238537-03 07/13/20 18:35 • (MS) R3549064-5 07/13/20 18:43 • (MSD) R3549064-6 07/13/20 18:46

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Antimony	116	U	47.9	49.6	41.1	42.6	1	75.0-125	J6	J6	3.58	20
Arsenic	116	11.6	117	124	91.0	96.7	1	75.0-125			5.58	20
Barium	116	306	599	572	252	229	1	75.0-125	J5	J5	4.52	20
Beryllium	116	0.518	112	116	96.1	99.1	1	75.0-125			3.00	20
Cadmium	116	U	109	113	93.9	97.4	1	75.0-125			3.69	20
Chromium	116	24.9	134	138	94.1	97.6	1	75.0-125			3.03	20
Cobalt	116	7.23	127	135	103	110	1	75.0-125			6.08	20
Copper	116	38.6	137	147	84.5	92.9	1	75.0-125			6.88	20
Lead	116	10.7	121	128	94.9	101	1	75.0-125			5.78	20
Molybdenum	116	1.17	109	113	92.4	96.1	1	75.0-125			3.91	20
Nickel	116	20.6	144	150	106	111	1	75.0-125			4.52	20
Selenium	116	2.95	113	116	94.2	97.3	1	75.0-125			3.12	20
Silver	23.3	U	18.7	19.4	80.4	83.5	1	75.0-125			3.87	20
Thallium	116	U	109	112	93.5	96.4	1	75.0-125			2.97	20
Vanadium	116	47.3	164	169	99.9	105	1	75.0-125			3.28	20
Zinc	116	63.9	167	179	88.5	99.3	1	75.0-125			7.26	20

# QUALITY CONTROL SUMMARY

**WG1508563**

Volatile Organic Compounds (GC) by Method 8015

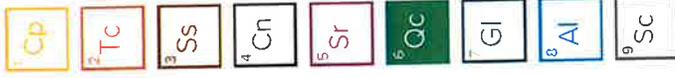
L1238537-01.02.03.04.05.06

## Method Blank (MB)

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
TPHG C5 - C12	U	0.0332	0.0332	0.100
(S) α,α,α-Trifluorotoluene(FID)	108			77.0-120

## Laboratory Control Sample (LCS)

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
TPHG C5 - C12	5.50	6.30	115	72.0-125	
(S) α,α,α-Trifluorotoluene(FID)			102	77.0-120	



# QUALITY CONTROL SUMMARY

**WG1508015**

Volatile Organic Compounds (GC/MS) by Method 8260B

L1238537-01.02.03.04.05.06

CP

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

## Method Blank (MB)

(MB) R3550794-2 07/13/20 06:27

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acetone	U		0.0365	0.0500
Acrylonitrile	U		0.00361	0.0125
Benzene	U		0.000467	0.00100
Bromobenzene	U		0.000900	0.0125
Bromodichloromethane	U		0.000725	0.00250
Bromoform	U		0.00117	0.0250
Bromomethane	U		0.00197	0.0125
n-Butylbenzene	U		0.00525	0.0125
sec-Butylbenzene	U		0.00288	0.0125
tert-Butylbenzene	U		0.00195	0.00500
Carbon tetrachloride	U		0.000898	0.00500
Chlorobenzene	U		0.000210	0.00250
Chlorodibromomethane	U		0.000612	0.00250
Chloroethane	U		0.00170	0.00500
Chloroform	U		0.00103	0.00250
Chloromethane	U		0.00435	0.0125
2-Chlorotoluene	U		0.000865	0.00250
4-Chlorotoluene	U		0.000450	0.00500
1,2-Dibromo-3-Chloropropane	U		0.00390	0.0250
1,2-Dibromoethane	U		0.000648	0.00250
Dibromomethane	U		0.000750	0.00500
1,2-Dichlorobenzene	U		0.000425	0.00500
1,3-Dichlorobenzene	U		0.000600	0.00500
1,4-Dichlorobenzene	U		0.000700	0.00500
Dichlorodifluoromethane	U		0.00161	0.00250
1,1-Dichloroethane	U		0.000491	0.00250
1,2-Dichloroethane	U		0.000649	0.00250
1,1-Dichloroethene	U		0.000606	0.00250
cis-1,2-Dichloroethene	U		0.000734	0.00250
trans-1,2-Dichloroethene	U		0.00104	0.00500
1,2-Dichloropropane	U		0.00142	0.00500
1,1-Dichloropropene	U		0.000809	0.00250
1,3-Dichloropropane	U		0.000501	0.00500
cis-1,3-Dichloropropene	U		0.000757	0.00250
trans-1,3-Dichloropropene	U		0.00114	0.00500
2,2-Dichloropropane	U		0.00138	0.00250
Di-isopropyl ether	U		0.000410	0.00100
Ethylbenzene	U		0.000737	0.00250
Hexachloro-1,3-butadiene	U		0.00600	0.0250
Isopropylbenzene	U		0.000425	0.00250

Method Blank (MB)

(MB) R3550794-2 07/13/20 06:27

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
p-Isopropyltoluene	U		0.00255	0.00500
2-Butanone (MEK)	U		0.0635	0.100
Methylene Chloride	U		0.00664	0.0250
4-Methyl-2-pentanone (MIBK)	U		0.00228	0.0250
Methyl tert-butyl ether	U		0.000350	0.00100
Naphthalene	U		0.00488	0.0125
n-Propylbenzene	U		0.000950	0.00500
Styrene	U		0.000229	0.0125
1,1,2-Tetrachloroethane	U		0.000948	0.00250
1,1,2,2-Tetrachloroethane	U		0.000695	0.00250
Tetrachloroethene	U		0.000896	0.00250
Toluene	U		0.00130	0.00500
1,1,2-Trichlorotrifluoroethane	U		0.000754	0.00250
1,2,3-Trichlorobenzene	U		0.00733	0.0125
1,2,4-Trichlorobenzene	U		0.00440	0.0125
1,1,1-Trichloroethane	U		0.000923	0.00250
1,1,2-Trichloroethane	U		0.000597	0.00250
Trichloroethene	U		0.000584	0.00100
Trichlorofluoromethane	U		0.000827	0.00250
1,2,3-Trichloropropane	U		0.00162	0.0125
1,2,3-Trimethylbenzene	U		0.00158	0.00500
1,2,4-Trimethylbenzene	U		0.00158	0.00500
1,3,5-Trimethylbenzene	U		0.00200	0.00500
Vinyl chloride	U		0.00116	0.00250
Xylenes, Total	U		0.000880	0.00650
(S) Toluene-d8	101			75.0-131
(S) 4-Bromofluorobenzene	99.7			67.0-138
(S) 1,2-Dichloroethane-d4	95.8			70.0-130

Laboratory Control Sample (LCS)

(LCS) R3550794-1 07/13/20 05:26

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %
Acetone	0.625	0.432	69.1	10.0-160
Acrylonitrile	0.625	0.609	97.4	45.0-153
Benzene	0.125	0.134	107	70.0-123
Bromobenzene	0.125	0.135	108	73.0-121
Bromodichloromethane	0.125	0.133	106	73.0-121

**WG1508015**

Volatile Organic Compounds (GC/MS) by Method 8260B

**QUALITY CONTROL SUMMARY**

L1238537-01,02,03,04,05,06

**Laboratory Control Sample (LCS)**

(LCS) R3550794-1 07/13/20 05:26

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Bromoform	0.125	0.104	83.2	64.0-132	
Bromomethane	0.125	0.121	96.8	56.0-147	
n-Butylbenzene	0.125	0.129	103	68.0-135	
sec-Butylbenzene	0.125	0.141	113	74.0-130	
tert-Butylbenzene	0.125	0.123	98.4	75.0-127	
Carbon tetrachloride	0.125	0.125	100	66.0-128	
Chlorobenzene	0.125	0.111	88.8	76.0-128	
Chlorodibromomethane	0.125	0.139	111	74.0-127	
Chloroethane	0.125	0.144	115	61.0-134	
Chloroform	0.125	0.128	102	72.0-123	
Chloromethane	0.125	0.134	107	51.0-138	
2-Chlorotoluene	0.125	0.122	97.6	75.0-124	
4-Chlorotoluene	0.125	0.106	84.8	75.0-124	
1,2-Dibromo-3-Chloropropane	0.125	0.124	99.2	59.0-130	
1,2-Dibromoethane	0.125	0.137	110	74.0-128	
Dibromomethane	0.125	0.122	97.6	75.0-122	
1,2-Dichlorobenzene	0.125	0.145	116	76.0-124	
1,3-Dichlorobenzene	0.125	0.131	105	76.0-125	
1,4-Dichlorobenzene	0.125	0.107	85.6	77.0-121	
Dichlorodifluoromethane	0.125	0.110	88.0	43.0-156	
1,1-Dichloroethane	0.125	0.129	103	70.0-127	
1,2-Dichloroethane	0.125	0.127	102	65.0-131	
1,1-Dichloroethene	0.125	0.130	104	65.0-131	
cis-1,2-Dichloroethene	0.125	0.131	105	73.0-125	
trans-1,2-Dichloroethene	0.125	0.128	102	71.0-125	
1,2-Dichloropropane	0.125	0.121	96.8	74.0-125	
1,1-Dichloropropene	0.125	0.148	118	73.0-125	
1,3-Dichloropropene	0.125	0.114	91.2	80.0-125	
cis-1,3-Dichloropropene	0.125	0.109	87.2	76.0-127	
trans-1,3-Dichloropropene	0.125	0.123	98.4	73.0-127	
2,2-Dichloropropane	0.125	0.144	115	59.0-135	
Di-isopropyl ether	0.125	0.131	105	60.0-136	
Ethylbenzene	0.125	0.132	106	74.0-126	
Hexachloro-1,3-butadiene	0.125	0.119	95.2	57.0-150	
Isopropylbenzene	0.125	0.114	91.2	72.0-127	
p-Isopropyltoluene	0.125	0.136	109	72.0-133	
2-Butanone (MEK)	0.625	0.544	87.0	30.0-160	
Methylene Chloride	0.125	0.109	87.2	68.0-123	
4-Methyl-2-pentanone (MIBK)	0.625	0.630	101	56.0-143	
Methyl tert-butyl ether	0.125	0.132	106	66.0-132	



# QUALITY CONTROL SUMMARY

L1238537-01.02.03.04.05.06

**WG1508015**  
 Volatile Organic Compounds (GC/MS) by Method 8260B

CP

<sup>2</sup>Tc

<sup>3</sup>Ss

<sup>4</sup>Cn

<sup>5</sup>Sr

<sup>6</sup>Qc

GI

<sup>B</sup>Al

<sup>9</sup>Sc

## Laboratory Control Sample (LCS)

(LCS) R3550794-1 07/13/20 05:26

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Naphthalene	0.125	0.0967	77.4	59.0-130	
n-Propylbenzene	0.125	0.115	92.0	74.0-126	
Styrene	0.125	0.122	97.6	72.0-127	
1,1,1,2-Tetrachloroethane	0.125	0.113	90.4	74.0-129	
1,1,2,2-Tetrachloroethane	0.125	0.127	102	68.0-128	
Tetrachloroethene	0.125	0.125	100	70.0-136	
Toluene	0.125	0.124	99.2	75.0-121	
1,1,2-Trichlorotrifluoroethane	0.125	0.128	102	61.0-139	
1,2,3-Trichlorobenzene	0.125	0.123	98.4	59.0-139	
1,2,4-Trichlorobenzene	0.125	0.110	88.0	62.0-137	
1,1,1-Trichloroethane	0.125	0.117	93.6	69.0-126	
1,1,2-Trichloroethane	0.125	0.112	89.6	78.0-123	
Trichloroethene	0.125	0.106	84.8	76.0-126	
Trichlorofluoromethane	0.125	0.148	118	61.0-142	
1,2,3-Trichloropropane	0.125	0.138	110	67.0-129	
1,2,3-Trimethylbenzene	0.125	0.119	95.2	74.0-124	
1,2,4-Trimethylbenzene	0.125	0.146	117	70.0-126	
1,3,5-Trimethylbenzene	0.125	0.122	97.6	73.0-127	
Vinyl chloride	0.125	0.133	106	63.0-134	
Xylenes, Total	0.375	0.384	102	72.0-127	
(S) Toluene-d8			99.2	75.0-131	
(S) 4-Bromofluorobenzene			99.2	67.0-138	
(S) 1,2-Dichloroethane-d4			99.9	70.0-130	

# QUALITY CONTROL SUMMARY

L1238537-01.02.03.04

**WG1506713**

Semi-Volatile Organic Compounds (GC) by Method 8015

## Method Blank (MB)

(MB) R3549604-1 07/15/20 00:16

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
C12-C22 Hydrocarbons	U	0.733	4.00	4.00
C22-C32 Hydrocarbons	U	1.33	4.00	4.00
C32-C40 Hydrocarbons	U	1.33	4.00	4.00
(S) o-Terphenyl	84.7		18.0-148	

## Laboratory Control Sample (LCS)

(LCS) R3549604-2 07/15/20 00:29

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
C22-C32 Hydrocarbons	25.0	19.6	78.4	50.0-150	
C12-C22 Hydrocarbons	25.0	21.9	87.6	50.0-150	
(S) o-Terphenyl			86.8	18.0-148	

1 CP

2 TC

3 SS

4 Cn

5 Sr

6 QC

7 GI

8 AI

9 SC

# QUALITY CONTROL SUMMARY

**WG1508649**

Semi-Volatile Organic Compounds (GC) by Method 8015

L1238537-05

## Method Blank (MB)

(MB) R3549376-1 07/14/20 14:16

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
C12-C22 Hydrocarbons	U	0.733	4.00	4.00
C22-C32 Hydrocarbons	U	1.33	4.00	4.00
C32-C40 Hydrocarbons	U	1.33	4.00	4.00
(S) o-Terphenyl	89.2		18.0-148	

## Laboratory Control Sample (LCS)

(LCS) R3549376-2 07/14/20 14:32

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
C22-C32 Hydrocarbons	25.0	20.0	80.0	50.0-150	
C12-C22 Hydrocarbons	25.0	20.2	80.8	50.0-150	
(S) o-Terphenyl			68.0	18.0-148	

Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

Gf

8 Al

9 Sc

Method Blank (MB)

(MB) R3549606-1 07/14/20 23:50

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
C12-C22 Hydrocarbons	U		0.733	4.00
C22-C32 Hydrocarbons	U		1.33	4.00
C32-C40 Hydrocarbons	U		1.33	4.00
(S) o-Terphenyl	94.0			18.0-148

Laboratory Control Sample (LCS)

(LCS) R3549606-2 07/15/20 00:03

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
C22-C32 Hydrocarbons	25.0	21.2	84.8	50.0-150	
C12-C22 Hydrocarbons	25.0	24.7	98.8	50.0-150	
(S) o-Terphenyl			99.4	18.0-148	

Cp

Tc

Ss

Cn

Sr

Qc

Gl

Al

Sc

# QUALITY CONTROL SUMMARY

**WG1508889**

Pesticides (GC) by Method 8081

L1238537-01.02.03.04.05.06



## Method Blank (MB)

(MB) R3549712-1 07/14/20 19:38

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Aldrin	U		0.00376	0.0200
Alpha BHC	U		0.00368	0.0200
Beta BHC	U		0.00379	0.0200
Delta BHC	U		0.00346	0.0200
Gamma BHC	U		0.00344	0.0200
4,4-DDD	U		0.00370	0.0200
4,4-DDE	U		0.00366	0.0200
4,4-DDT	U		0.00627	0.0200
Dieldrin	U		0.00344	0.0200
Endosulfan I	U		0.00363	0.0200
Endosulfan II	U		0.00335	0.0200
Endosulfan sulfate	U		0.00364	0.0200
Endrin	U		0.00350	0.0200
Endrin aldehyde	U		0.00339	0.0200
Endrin ketone	U		0.00711	0.0200
Heptachlor	U		0.00428	0.0200
Heptachlor epoxide	U		0.00339	0.0200
Hexachlorobenzene	U		0.00346	0.0200
Methoxychlor	U		0.00484	0.0200
Chlordane	U		0.103	0.300
Toxaphene	U		0.124	0.400
(S) Decachlorobiphenyl	92.2			10.0-135
(S) Tetrachloro-m-xylene	91.1			10.0-139

## Laboratory Control Sample (LCS)

(LCS) R3549712-2 07/14/20 19:51

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Aldrin	0.0666	0.0663	99.5	34.0-136	
Alpha BHC	0.0666	0.0672	101	34.0-139	
Beta BHC	0.0666	0.0653	98.0	34.0-133	
Delta BHC	0.0666	0.0685	103	34.0-135	
Gamma BHC	0.0666	0.0689	103	34.0-136	
4,4-DDD	0.0666	0.0676	94.0	33.0-141	
4,4-DDE	0.0666	0.0640	96.1	34.0-134	
4,4-DDT	0.0666	0.0648	97.3	30.0-143	
Dieldrin	0.0666	0.0653	98.0	35.0-137	
Endosulfan I	0.0666	0.0656	98.5	34.0-134	

ACCOUNT:  
Rosso Environmental, Inc. - Berkeley, CA

PROJECT:  
20-0020.02

SDG:  
L1238537

DATE/TIME:  
07/20/20 15:29

PAGE:  
37 of 41

Laboratory Control Sample (LCS)

(LCS) R3549712-2 07/14/20 19:51

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Endosulfan II	0.0666	0.0618	92.8	35.0-132	
Endosulfan sulfate	0.0666	0.0638	95.8	35.0-132	
Endrin	0.0666	0.0660	99.1	34.0-137	
Endrin aldehyde	0.0666	0.0576	86.5	23.0-121	
Endrin ketone	0.0666	0.0646	97.0	35.0-144	
Heptachlor	0.0666	0.0660	99.1	36.0-141	
Heptachlor epoxide	0.0666	0.0636	95.5	36.0-134	
Hexachlorobenzene	0.0666	0.0609	91.4	33.0-129	
Methoxychlor	0.0666	0.0591	88.7	28.0-150	
(S) Decachlorobiphenyl			96.2	10.0-135	
(S) Tetrachloro-m-xylene			96.5	10.0-139	

L1238504-06 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1238504-06 07/14/20 20:05 • (MS) R3549712-3 07/14/20 20:18 • (MSD) R3549712-4 07/14/20 20:31

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD	RPD Limits %
Aldrin	0.0856	U	0.0502	0.0574	58.7	1	20.0-135	P		13.4	37
Alpha BHC	0.0856	U	0.0510	0.0590	59.6	1	27.0-140	P		14.5	35
Beta BHC	0.0856	U	0.0550	0.0651	64.3	1	23.0-141			16.9	37
Delta BHC	0.0856	U	0.0507	0.0583	59.3	1	21.0-138			13.9	35
Gamma BHC	0.0856	U	0.0522	0.0603	61.0	1	27.0-137			14.4	36
4,4-DDD	0.0856	U	0.0506	0.0570	59.2	1	15.0-152	P	P	11.9	39
4,4-DDE	0.0856	0.0337	0.0721	0.0763	44.9	1	10.0-152	P		5.71	40
4,4-DDT	0.0856	0.0614	0.0985	0.105	43.4	1	10.0-151	P		6.07	40
Dieldrin	0.0856	0.00809	0.0614	0.0659	62.3	1	17.0-145	P		7.06	37
Endosulfan I	0.0856	U	0.0511	0.0582	59.8	1	20.0-137	P		12.9	36
Endosulfan II	0.0856	U	0.0516	0.0576	60.4	1	15.0-141	P	P	10.8	37
Endosulfan sulfate	0.0856	U	0.0470	0.0527	55.0	1	15.0-143	P	P	11.3	38
Endrin	0.0856	U	0.0582	0.0641	68.0	1	19.0-143	P	P	9.66	37
Endrin aldehyde	0.0856	U	0.0689	0.0708	80.5	1	10.0-139			2.76	40
Endrin ketone	0.0856	U	0.0533	0.0592	62.3	1	17.0-149	P		10.5	38
Heptachlor	0.0856	U	0.0522	0.0596	61.0	1	22.0-138	P	P	13.3	37
Heptachlor epoxide	0.0856	U	0.0492	0.0560	57.5	1	22.0-138	P	P	12.9	36
Hexachlorobenzene	0.0856	U	0.0272	0.0358	31.8	1	25.0-126	P	P	27.3	35
Methoxychlor	0.0856	U	0.0445	0.0516	52.0	1	10.0-159	P	P	15.0	40
(S) Decachlorobiphenyl					61.0		10.0-135				
(S) Tetrachloro-m-xylene					57.7		10.0-139				



## Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

**Results Disclaimer** - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

### Abbreviations and Definitions

(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
MDL	Method Detection Limit.
MDL (dry)	Method Detection Limit.
RDL	Reported Detection Limit.
RDL (dry)	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
(S)	<b>Surrogate (Surrogate Standard)</b> - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.



<b>Qualifier</b>	<b>Description</b>
------------------	--------------------

J	The identification of the analyte is acceptable; the reported value is an estimate.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.
O1	The analyte failed the method required serial dilution test and/or subsequent post-spike criteria. These failures indicate matrix interference.
P	RPD between the primary and confirmatory analysis exceeded 40%.

# ACCREDITATIONS & LOCATIONS

ONE LAB. NATIONWIDE.



Pace National is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our one location design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be YOUR LAB OF CHOICE.

\* Not all certifications held by the laboratory are applicable to the results reported in the attached report.  
 \* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace National.



## State Accreditations

Alabama	40660	Nebraska	NE-05-15-05
Alaska	17-026	Nevada	TN-03-2002-34
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey-NELAP	TN002
California	2932	New Mexico <sup>1</sup>	n/a
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina <sup>1</sup>	DW21704
Georgia	NELAP	North Carolina <sup>3</sup>	41
Georgia <sup>1</sup>	923	North Dakota	R-140
Idaho	TN00003	Ohio-VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky <sup>1 6</sup>	90010	South Carolina	84004
Kentucky <sup>2</sup>	16	South Dakota	n/a
Louisiana	AI30792	Tennessee <sup>1 4</sup>	2006
Louisiana <sup>1</sup>	LA180010	Texas	T104704245-18-15
Maine	TN0002	Texas <sup>5</sup>	LAB0152
Maryland	324	Utah	TN00003
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	460132
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA

## Third Party Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA-LAP, LLC EMLAP	100789
A2LA – ISO 17025 <sup>5</sup>	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA-Crypto	TN00003		

<sup>1</sup> Drinking Water <sup>2</sup> Underground Storage Tanks <sup>3</sup> Aquatic Toxicity <sup>4</sup> Chemical/Microbiological <sup>5</sup> Mold <sup>6</sup> Wastewater n/a Accreditation not applicable

## Our Locations

Pace National has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. Pace National performs all testing at our central laboratory.



**Rosso Environmental, Inc. - Berkeley, CA**

1400 Shattuck Avenue

Report to:  
**Jeremy Wilson**

Project Description:  
**Byron Airport**

Phone: **510-647-2298**  
**415-583-9067**

Collected by (print):  
**Jeremy Wilson**

Collected by (signature):  
*Jeremy Wilson*

Immediately Packed on Ice:  Y  N

Billing Information:  
**Accounts Payable**  
PO Box 1923  
Lafayette, CA 94549-1923

Email To:  
**JeremyWilson@rossoenv.com; jiglover@rossoenv**

City/State Collected: **Byron CA**

Client Project #: **20-0020.02**

Site/Facility ID #

Quote #

Date Results Needed  
**Standard TAT**

No. of Cntrs

Comp/Grab

Matrix \*

Depth

Date

Time

Remarks:

**Each Sample Includes 3 Vials and 2 4oz Jars,**  
**15 sample includes 300us of 1802 Jar**  
**40CS by Prep 5035**

Samples returned via:  
 UPS  FedEx  Courier

Date: **7-9-2020** Time: **10:19**

Date: Time:

Date: Time:

Received by: (Signature)

Received by: (Signature)

Received for lab by: (Signature)

Analysis / Container / Preservative

Pres Chk

Water DROCAERLVI 40mlamb-HCl-BT

V8260 40mlamb/MeOH5ml/Syr

SV8081CA - Pest 4ozClr-NOPres

GROCA 40ml/NaHSO4/Syr/MeOH

DROCAER TPH-d/mo 4ozClr-NOPres

CAM17 Metals 6010 4ozClr-NOPres

Water GROCA 40mlamb HCl

Water V8260 40mlamb-HCl

Chain of Custody Page 1 of 1



12065 Lebanon Rd  
Mount Juliet, TN 37122  
Phone: 615-758-5858  
Phone: 800-767-5859  
Fax: 615-758-5859

SDG # **V1238537**  
**E038**

Acctnum: **ROSENVLCA**

Template: **T170099**

Prelogin: **P783199**

PM: **546 - Jared Starkey**

PB:

Shipped Via:

Remarks Sample # (lab only)

**-01**  
**02**  
**03**  
**04**  
**05**  
**06**

Sample Receipt Checklist  
COC Seal Present/Intact:  Y  N  
COC Signed/Accurate:  Y  N  
Bottles arrive intact:  Y  N  
Correct bottles used:  Y  N  
Sufficient volume seen:  Y  N  
If Applicable  
VOA Zero Headspace:  Y  N  
Preservation Correct/Checked:  Y  N  
RAD Screen <0.5 m/hr:  Y  N

If preservation required by Login: Date/Time  
Hold:    
Condition:  NCF  OK

Temp \_\_\_\_\_  
pH \_\_\_\_\_  
Flow \_\_\_\_\_  
Other \_\_\_\_\_

Temp Blank Received: **7/9/20**  
Bottles Received: **29**

Temp: **4.5 ± 0.45 °C**

Date: **7/14/20** Time: **8:30**

Tracking # **47964 8844**



LELAP CERTIFICATE NUMBER: 01955  
DOD-ELAP ACCREDITATION NUMBER: 74960

# ANALYTICAL RESULTS

PERFORMED BY

**Pace Analytical Gulf Coast**  
7979 Innovation Park Dr.  
Baton Rouge, LA 70820  
(225) 769-4900

Report Date 07/31/2020

Report # 220071065



**Project** L1238311 - Byron Airport

**Deliver To**

Jared Starkey  
Pace Analytical Services, Inc.  
12065 Lebanon Road  
Mt. Juliet, TN 37122  
(615) 773-9698

**Additional Recipients**

Suboutteam, Pace  
Jeremy Wilson, Pace Analytical Services, Inc.



Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Laboratory Endorsement

Sample analysis was performed in accordance with approved methodologies provided by the Environmental Protection Agency or other recognized agencies. The samples and their corresponding extracts will be maintained for a period of 30 days unless otherwise arranged. Following this retention period the samples will be disposed in accordance with Pace Gulf Coast's Standard Operating Procedures.

### Common Abbreviations that may be Utilized in this Report

ND	Indicates the result was Not Detected at the specified reporting limit
NO	Indicates the sample did not ignite when preliminary test performed for EPA Method 1030
DO	Indicates the result was Diluted Out
MI	Indicates the result was subject to Matrix Interference
TNTC	Indicates the result was Too Numerous To Count
SUBC	Indicates the analysis was Sub-Contracted
FLD	Indicates the analysis was performed in the Field
DL	Detection Limit
LOD	Limit of Detection
LOQ	Limit of Quantitation
RE	Re-analysis
CF	HPLC or GC Confirmation
00:01	Reported as a time equivalent to 12:00 AM

### Reporting Flags that may be Utilized in this Report

J or I	Indicates the result is between the MDL and LOQ
J	DOD flag on analyte in the parent sample for MS/MSD outside acceptance criteria
U	Indicates the compound was analyzed for but not detected
B or V	Indicates the analyte was detected in the associated Method Blank
Q	Indicates a non-compliant QC Result (See Q Flag Application Report)
*	Indicates a non-compliant or not applicable QC recovery or RPD – see narrative
E	Organics - The result is estimated because it exceeded the instrument calibration range
E	Metals - % difference for the serial dilution is > 10%
L	Reporting Limits adjusted to meet risk-based limit.
P	RPD between primary and confirmation result is greater than 40
DL	Diluted analysis – when appended to Client Sample ID

Sample receipt at Pace Gulf Coast is documented through the attached chain of custody. In accordance with NELAC, this report shall be reproduced only in full and with the written permission of Pace Gulf Coast. The results contained within this report relate only to the samples reported. The documented results are presented within this report.

This report pertains only to the samples listed in the Report Sample Summary and should be retained as a permanent record thereof. The results contained within this report are intended for the use of the client. Any unauthorized use of the information contained in this report is prohibited.

I certify that this data package is in compliance with The NELAC Institute (TNI) Standard 2009 and terms and conditions of the contract and Statement of Work both technically and for completeness, for other than the conditions in the case narrative. Release of the data contained in this hardcopy data package and in the computer readable data submitted has been authorized by the Quality Assurance Manager or his/her designee, as verified by the following signature.

Estimated uncertainty of measurement is available upon request. This report is in compliance with the DOD QSM as specified in the contract if applicable.

\_\_\_\_\_  
Authorized Signature  
Pace Gulf Coast Report 220071065

Revision 1



**Report#:** 220071065

**Project ID:** L1238311 - Byron Airport

**Report Date:** 07/31/2020

## Certifications

<b>Certification</b>	<b>Certification Number</b>
DOD ELAP	74960
Alabama	01955
Arkansas	88-0655
Colorado	01955
Delaware	01955
Florida	E87854
Georgia	01955
Hawaii	01955
Idaho	01955
Illinois	200048
Indiana	01955
Kansas	E-10354
Kentucky	95
Louisiana	01955
Maryland	01955
Massachusetts	01955
Michigan	01955
Mississippi	01955
Missouri	01955
Montana	N/A
Nebraska	01955
New Mexico	01955
North Carolina	618
North Dakota	R-195
Oklahoma	9403
South Carolina	73006001
South Dakota	01955
Tennessee	01955
Texas	T104704178
Vermont	01955
Virginia	460215
Washington	C929
USDA Soil Permit	P330-16-00234

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Case Narrative

Client: Pace Analytical Services      Report: 220071065

Pace Analytical Gulf Coast received and analyzed the sample(s) listed on the Report Sample Summary page of this report. Receipt of the sample(s) is documented by the attached chain of custody. This applies only to the sample(s) listed in this report. No sample integrity or quality control exceptions were identified unless noted below.

This report is revised 07/31/20. The data is updated to report non-detects to the DL with J flags.

### SEMI-VOLATILES MASS SPECTROMETRY

In the EPA 537 Modified analysis for prep batch 687724, the LCS and/or LCSD recoveries are above the upper control limits for 11CI-PF3OUdS, 6:2 Fluorotelomer sulfonate (6:2 FTS), and 9CI-PF3ONS. These analytes were not detected in the associated samples. The recovery for the extracted internal standard, M2PFTeDA is outside control limits in the MB, LCS, and LCSD. No additional sample volume was available to re-extract the associated samples.

In the EPA 537 Modified analysis for prep batch 687725, the LCS and/or LCSD recoveries are above the upper control limits for 11CI-PF3OUdS and 9CI-PF3ONS. These analytes were not detected in the associated samples.

### MISCELLANEOUS

#### PFAS Abbreviations

6:2 FTS - 6:2 Fluorotelomer sulfonate  
8:2 FTS - 8:2 Fluorotelomer sulfonate  
FOSA - Perfluorooctane Sulfonamide  
PFBA - Perfluorobutanoic acid  
PFBS - Perfluorobutanesulfonic acid  
PFDA - Perfluorodecanoic acid  
PFDS - Perfluorodecane Sulfonate  
PFDoA - Perfluorododecanoic acid  
PFHpA - Perfluoroheptanoic acid  
PFHpS - Perfluoro-1-heptanesulfonate  
PFHxA - Perfluorohexanoic acid  
PFHxS - Perfluorohexanesulfonic acid  
PFNA - Perfluorononanoic acid  
PFOA - Perfluorooctanoic acid  
PFOS - Perfluorooctanesulfonic acid  
PFPeA - Perfluoropentanoic acid  
PFTeDA - Perfluorotetradecanoic acid  
PFTrDA - Perfluorotridecanoic acid  
PFUdA - Perfluoroundecanoic acid

Revision 1



**Report#:** 220071065

**Project ID:** L1238311 - Byron Airport

**Report Date:** 07/31/2020

## Sample Summary

<b>LAB ID</b>	<b>Client ID</b>	<b>Matrix</b>	<b>Collect Date/Time</b>	<b>Receive Date/Time</b>
22007106501	B-1-1'	Solid	07/08/2020 09:00	07/10/2020 10:10
22007106502	B-2-1'	Solid	07/08/2020 08:00	07/10/2020 10:10
22007106503	B-3-1'	Solid	07/08/2020 08:35	07/10/2020 10:10
22007106504	B-4-1'	Solid	07/08/2020 09:30	07/10/2020 10:10
22007106505	B-5-1'	Solid	07/08/2020 10:20	07/10/2020 10:10
22007106506	B-6-1'	Solid	07/08/2020 09:50	07/10/2020 10:10

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Summary of Compounds Detected

<b>B-1-1'</b>	Collect Date	07/08/2020 09:00	LAB ID	22007106501
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

CAS#	Parameter	Result	DL	LOQ	Units
27619-97-2	6:2 Fluorotelomer sulfonate (6:2 FTS)	1.02J	0.177	1.04	ug/Kg
39108-34-4	8:2 Fluorotelomer sulfonate (8:2 FTS)	0.339J	0.270	1.04	ug/Kg
375-22-4	Perfluorobutanoic acid (PFBA)	0.338J	0.135	1.04	ug/Kg
335-76-2	Perfluorodecanoic acid (PFDA)	0.292J	0.125	1.04	ug/Kg
307-55-1	Perfluorododecanoic acid (PFDoA)	0.214J	0.208	1.04	ug/Kg
375-85-9	Perfluoroheptanoic acid (PFHpA)	0.407J	0.135	1.04	ug/Kg
307-24-4	Perfluorohexanoic acid (PFHxA)	0.497J	0.156	1.04	ug/Kg
375-95-1	Perfluorononanoic acid (PFNA)	0.780J	0.094	1.04	ug/Kg
335-67-1	Perfluorooctanoic acid (PFOA)	1.08	0.156	1.04	ug/Kg
2706-90-3	Perfluoropentanoic acid (PFPeA)	0.757J	0.156	1.04	ug/Kg
2058-94-8	Perfluoroundecanoic acid (PFUdA)	0.174J	0.146	1.04	ug/Kg

<b>B-3-1'</b>	Collect Date	07/08/2020 08:35	LAB ID	22007106503
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

CAS#	Parameter	Result	DL	LOQ	Units
335-76-2	Perfluorodecanoic acid (PFDA)	0.172J	0.119	0.991	ug/Kg
375-95-1	Perfluorononanoic acid (PFNA)	0.215J	0.089	0.991	ug/Kg
335-67-1	Perfluorooctanoic acid (PFOA)	0.292J	0.149	0.991	ug/Kg

<b>B-4-1'</b>	Collect Date	07/08/2020 09:30	LAB ID	22007106504
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

CAS#	Parameter	Result	DL	LOQ	Units
375-95-1	Perfluorononanoic acid (PFNA)	0.112J	0.096	1.07	ug/Kg

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Sample Results

<b>B-1-1'</b>	Collect Date	07/08/2020 09:00	LAB ID	22007106501
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 07:30	687724	EPA 537 Modified	1	07/16/2020 02:10	BMH	688129

CAS#	Parameter	Result	DL	LOQ	Units
757124-72-4	4:2 Fluorotelomer sulfonate (4:2 FTS)	0.166U	0.166	1.04	ug/Kg
<b>27619-97-2</b>	<b>6:2 Fluorotelomer sulfonate (6:2 FTS)</b>	<b>1.02J</b>	<b>0.177</b>	<b>1.04</b>	<b>ug/Kg</b>
<b>39108-34-4</b>	<b>8:2 Fluorotelomer sulfonate (8:2 FTS)</b>	<b>0.339J</b>	<b>0.270</b>	<b>1.04</b>	<b>ug/Kg</b>
13252-13-6	HFPO-DA	0.281U	0.281	1.04	ug/Kg
2991-50-6	N-ethylperfluorooctanesulfonamidoacetic acid (NEtFOSAA)	0.198U	0.198	1.04	ug/Kg
2355-31-9	N-methylperfluorooctanesulfonamidoacetic acid (NMeFOSAA)	0.291U	0.291	1.04	ug/Kg
375-92-8	Perfluoro-1-heptanesulfonate (PFHpS)	0.177U	0.177	1.04	ug/Kg
375-73-5	Perfluorobutanesulfonic acid (PFBS)	0.125U	0.125	1.04	ug/Kg
<b>375-22-4</b>	<b>Perfluorobutanoic acid (PFBA)</b>	<b>0.338J</b>	<b>0.135</b>	<b>1.04</b>	<b>ug/Kg</b>
335-77-3	Perfluorodecane Sulfonate (PFDS)	0.187U	0.187	1.04	ug/Kg
<b>335-76-2</b>	<b>Perfluorodecanoic acid (PFDA)</b>	<b>0.292J</b>	<b>0.125</b>	<b>1.04</b>	<b>ug/Kg</b>
<b>307-55-1</b>	<b>Perfluorododecanoic acid (PFDoA)</b>	<b>0.214J</b>	<b>0.208</b>	<b>1.04</b>	<b>ug/Kg</b>
<b>375-85-9</b>	<b>Perfluoroheptanoic acid (PFHpA)</b>	<b>0.407J</b>	<b>0.135</b>	<b>1.04</b>	<b>ug/Kg</b>
355-46-4	Perfluorohexanesulfonic acid (PFHxS)	0.146U	0.146	1.04	ug/Kg
<b>307-24-4</b>	<b>Perfluorohexanoic acid (PFHxA)</b>	<b>0.497J</b>	<b>0.156</b>	<b>1.04</b>	<b>ug/Kg</b>
<b>375-95-1</b>	<b>Perfluorononanoic acid (PFNA)</b>	<b>0.780J</b>	<b>0.094</b>	<b>1.04</b>	<b>ug/Kg</b>
754-91-6	Perfluorooctane Sulfonamide (FOSA)	0.125U	0.125	1.04	ug/Kg
1763-23-1	Perfluorooctanesulfonic acid (PFOS)	0.187U	0.187	1.04	ug/Kg
<b>335-67-1</b>	<b>Perfluorooctanoic acid (PFOA)</b>	<b>1.08</b>	<b>0.156</b>	<b>1.04</b>	<b>ug/Kg</b>
<b>2706-90-3</b>	<b>Perfluoropentanoic acid (PFPeA)</b>	<b>0.757J</b>	<b>0.156</b>	<b>1.04</b>	<b>ug/Kg</b>
72629-94-8	Perfluorotridecanoic acid (PFTTrDA)	0.229U	0.229	1.04	ug/Kg
<b>2058-94-8</b>	<b>Perfluoroundecanoic acid (PFUdA)</b>	<b>0.174J</b>	<b>0.146</b>	<b>1.04</b>	<b>ug/Kg</b>
474511-07-4	PFNS	0.146U	0.146	1.04	ug/Kg

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Sample Results

<b>B-1-1'</b>	Collect Date	07/08/2020 09:00	LAB ID	22007106501
	Receive Date	07/10/2020 10:10	Matrix	Solid

**EPA 537 Modified (Continued)** \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 07:30	687724	EPA 537 Modified (Continued)	1	07/16/2020 02:10	BMH	688129

CAS#	Parameter	Result	DL	LOQ	Units
2706-91-4	PFPeS	0.187U	0.187	1.04	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
2355-31-9-EIS	d3-NMeFOSAA	99.20	62.8	ug/Kg	63	50 - 150
2991-50-6-EIS	d5-NEtFOSAA	99.20	71.5	ug/Kg	72	50 - 150
757124-72-4-EIS	M2 4:2 FTS	99.20	107	ug/Kg	108	50 - 150
27619-97-2-EIS	M2 6:2 FTS	99.20	91.7	ug/Kg	92	50 - 150
39108-34-4-EIS	M2 8:2 FTS	99.20	104	ug/Kg	105	50 - 150
376-06-7-EIS	M2PFTeDA	99.20	18.2	ug/Kg	18*	50 - 150
13252-13-6-EIS	M3HFPODA	99.20	134	ug/Kg	135	50 - 150
375-73-5-EIS	M3PFBS	99.20	104	ug/Kg	105	50 - 150
355-46-4-EIS	M3PFHxS	99.20	86.6	ug/Kg	87	50 - 150
375-85-9-EIS	M4PFHpA	99.20	112	ug/Kg	113	50 - 150
307-24-4-EIS	M5PFHxA	99.20	105	ug/Kg	106	50 - 150
2706-90-3-EIS	M5PFPeA	99.20	106	ug/Kg	107	50 - 150
335-76-2-EIS	M6PFDA	99.20	100	ug/Kg	101	50 - 150
2058-94-8-EIS	M7PFUDa	99.20	108	ug/Kg	109	50 - 150
754-91-6-EIS	M8FOSA	99.20	85.7	ug/Kg	86	50 - 150
335-67-1-EIS	M8PFOA	99.20	91.7	ug/Kg	92	50 - 150
1763-23-1-EIS	M8PFOS	99.20	65	ug/Kg	66	50 - 150
375-95-1-EIS	M9PFNA	99.20	111	ug/Kg	112	50 - 150
375-22-4-EIS	MPFBA	99.20	105	ug/Kg	106	50 - 150
307-55-1-EIS	MPFDoA	99.20	107	ug/Kg	107	50 - 150

**EPA 537 Modified** \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 07:30	687724	EPA 537 Modified	1	07/16/2020 22:23	BMH	688208

CAS#	Parameter	Result	DL	LOQ	Units
763051-92-9	11CI-PF3OUdS	0.125U	0.125	1.04	ug/Kg
756426-58-1	9CI-PF3ONS	0.156U	0.156	1.04	ug/Kg
919005-14-4	ADONA	0.187U	0.187	1.04	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
335-67-1-EIS	M8PFOA	99.20	108	ug/Kg	109	50 - 150
1763-23-1-EIS	M8PFOS	99.20	106	ug/Kg	107	50 - 150

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Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

### Sample Results

<b>B-1-1'</b>	Collect Date	07/08/2020 09:00	LAB ID	22007106501
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/17/2020 10:00	688172	EPA 537 Modified	1	07/22/2020 06:02	BMH	688374

CAS#	Parameter	Result	DL	LOQ	Units
376-06-7	Perfluorotetradecanoic acid (PFTeDA)	0.167U	0.167	1.05	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
376-06-7-EIS	M2PFTeDA	99.80	89.3	ug/Kg	89	50 - 150

<b>B-2-1'</b>	Collect Date	07/08/2020 08:00	LAB ID	22007106502
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 07:30	687724	EPA 537 Modified	1	07/16/2020 02:22	BMH	688129

CAS#	Parameter	Result	DL	LOQ	Units
757124-72-4	4:2 Fluorotelomer sulfonate (4:2 FTS)	0.163U	0.163	1.02	ug/Kg
27619-97-2	6:2 Fluorotelomer sulfonate (6:2 FTS)	0.173U	0.173	1.02	ug/Kg
39108-34-4	8:2 Fluorotelomer sulfonate (8:2 FTS)	0.265U	0.265	1.02	ug/Kg
13252-13-6	HFPO-DA	0.275U	0.275	1.02	ug/Kg
2991-50-6	N-ethylperfluorooctanesulfonamidoacetic acid (NETFOSAA)	0.193U	0.193	1.02	ug/Kg
2355-31-9	N-methylperfluorooctanesulfonamidoacetic acid (NMeFOSAA)	0.285U	0.285	1.02	ug/Kg
375-92-8	Perfluoro-1-heptanesulfonate (PFHpS)	0.173U	0.173	1.02	ug/Kg
375-73-5	Perfluorobutanesulfonic acid (PFBS)	0.122U	0.122	1.02	ug/Kg
375-22-4	Perfluorobutanoic acid (PFBA)	0.132U	0.132	1.02	ug/Kg
335-77-3	Perfluorodecane Sulfonate (PFDS)	0.183U	0.183	1.02	ug/Kg
335-76-2	Perfluorodecanoic acid (PFDA)	0.122U	0.122	1.02	ug/Kg
307-55-1	Perfluorododecanoic acid (PFDoA)	0.204U	0.204	1.02	ug/Kg
375-85-9	Perfluoroheptanoic acid (PFHpA)	0.132U	0.132	1.02	ug/Kg
355-46-4	Perfluorohexanesulfonic acid (PFHxS)	0.142U	0.142	1.02	ug/Kg
307-24-4	Perfluorohexanoic acid (PFHxA)	0.153U	0.153	1.02	ug/Kg
375-95-1	Perfluorononanoic acid (PFNA)	0.092U	0.092	1.02	ug/Kg
754-91-6	Perfluorooctane Sulfonamide (FOSA)	0.122U	0.122	1.02	ug/Kg
1763-23-1	Perfluorooctanesulfonic acid (PFOS)	0.183U	0.183	1.02	ug/Kg
335-67-1	Perfluorooctanoic acid (PFOA)	0.153U	0.153	1.02	ug/Kg
2706-90-3	Perfluoropentanoic acid (PFPeA)	0.153U	0.153	1.02	ug/Kg
72629-94-8	Perfluorotridecanoic acid (PFTTrDA)	0.224U	0.224	1.02	ug/Kg
2058-94-8	Perfluoroundecanoic acid (PFUdA)	0.142U	0.142	1.02	ug/Kg
474511-07-4	PFNS	0.142U	0.142	1.02	ug/Kg

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Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Sample Results

<b>B-2-1'</b>	Collect Date	07/08/2020 08:00	LAB ID	22007106502
	Receive Date	07/10/2020 10:10	Matrix	Solid

**EPA 537 Modified (Continued)** \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 07:30	687724	EPA 537 Modified (Continued)	1	07/16/2020 02:22	BMH	688129

CAS#	Parameter	Result	DL	LOQ	Units
2706-91-4	PFPeS	0.183U	0.183	1.02	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
2355-31-9-EIS	d3-NMeFOSAA	99.20	94.3	ug/Kg	95	50 - 150
2991-50-6-EIS	d5-NEtFOSAA	99.20	75.7	ug/Kg	76	50 - 150
757124-72-4-EIS	M2 4:2 FTS	99.20	121	ug/Kg	122	50 - 150
27619-97-2-EIS	M2 6:2 FTS	99.20	102	ug/Kg	103	50 - 150
39108-34-4-EIS	M2 8:2 FTS	99.20	108	ug/Kg	109	50 - 150
376-06-7-EIS	M2PFTeDA	99.20	13.5	ug/Kg	14*	50 - 150
13252-13-6-EIS	M3HFPODA	99.20	120	ug/Kg	121	50 - 150
375-73-5-EIS	M3PFBS	99.20	106	ug/Kg	107	50 - 150
355-46-4-EIS	M3PFHxS	99.20	94.4	ug/Kg	95	50 - 150
375-85-9-EIS	M4PFHpA	99.20	114	ug/Kg	115	50 - 150
307-24-4-EIS	M5PFHxA	99.20	111	ug/Kg	112	50 - 150
2706-90-3-EIS	M5PFPeA	99.20	114	ug/Kg	115	50 - 150
335-76-2-EIS	M6PFDA	99.20	114	ug/Kg	115	50 - 150
2058-94-8-EIS	M7PFUDa	99.20	112	ug/Kg	113	50 - 150
754-91-6-EIS	M8FOSA	99.20	97.6	ug/Kg	98	50 - 150
335-67-1-EIS	M8PFOA	99.20	105	ug/Kg	106	50 - 150
1763-23-1-EIS	M8PFOS	99.20	83.4	ug/Kg	84	50 - 150
375-95-1-EIS	M9PFNA	99.20	109	ug/Kg	110	50 - 150
375-22-4-EIS	MPFBA	99.20	115	ug/Kg	116	50 - 150
307-55-1-EIS	MPFDoA	99.20	110	ug/Kg	111	50 - 150

**EPA 537 Modified** \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 07:30	687724	EPA 537 Modified	1	07/16/2020 22:36	BMH	688208

CAS#	Parameter	Result	DL	LOQ	Units
763051-92-9	11CI-PF3OUdS	0.122U	0.122	1.02	ug/Kg
756426-58-1	9CI-PF3ONS	0.153U	0.153	1.02	ug/Kg
919005-14-4	ADONA	0.183U	0.183	1.02	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
335-67-1-EIS	M8PFOA	99.20	111	ug/Kg	112	50 - 150
1763-23-1-EIS	M8PFOS	99.20	93.6	ug/Kg	94	50 - 150

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Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Sample Results

<b>B-2-1'</b>	Collect Date	07/08/2020 08:00	LAB ID	22007106502
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/17/2020 10:00	688172	EPA 537 Modified	1	07/22/2020 06:16	BMH	688374

CAS#	Parameter	Result	DL	LOQ	Units
376-06-7	Perfluorotetradecanoic acid (PFTeDA)	0.158U	0.158	0.986	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
376-06-7-EIS	M2PFTeDA	96.20	87.8	ug/Kg	91	50 - 150

<b>B-3-1'</b>	Collect Date	07/08/2020 08:35	LAB ID	22007106503
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 09:30	687725	EPA 537 Modified	1	07/16/2020 03:21	BMH	688129

CAS#	Parameter	Result	DL	LOQ	Units
763051-92-9	11CI-PF3OUdS	0.119U	0.119	0.991	ug/Kg
757124-72-4	4:2 Fluorotelomer sulfonate (4:2 FTS)	0.159U	0.159	0.991	ug/Kg
27619-97-2	6:2 Fluorotelomer sulfonate (6:2 FTS)	0.168U	0.168	0.991	ug/Kg
39108-34-4	8:2 Fluorotelomer sulfonate (8:2 FTS)	0.258U	0.258	0.991	ug/Kg
756426-58-1	9CI-PF3ONS	0.149U	0.149	0.991	ug/Kg
13252-13-6	HFPO-DA	0.268U	0.268	0.991	ug/Kg
2991-50-6	N-ethylperfluorooctanesulfonamidoacetic acid (NETFOSAA)	0.188U	0.188	0.991	ug/Kg
2355-31-9	N-methylperfluorooctanesulfonamidoacetic acid (NMeFOSAA)	0.277U	0.277	0.991	ug/Kg
375-92-8	Perfluoro-1-heptanesulfonate (PFHpS)	0.168U	0.168	0.991	ug/Kg
375-73-5	Perfluorobutanesulfonic acid (PFBS)	0.119U	0.119	0.991	ug/Kg
375-22-4	Perfluorobutanoic acid (PFBA)	0.129U	0.129	0.991	ug/Kg
335-77-3	Perfluorodecane Sulfonate (PFDS)	0.178U	0.178	0.991	ug/Kg
<b>335-76-2</b>	<b>Perfluorodecanoic acid (PFDA)</b>	<b>0.172J</b>	<b>0.119</b>	<b>0.991</b>	<b>ug/Kg</b>
307-55-1	Perfluorododecanoic acid (PFDoA)	0.198U	0.198	0.991	ug/Kg
375-85-9	Perfluoroheptanoic acid (PFHpA)	0.129U	0.129	0.991	ug/Kg
355-46-4	Perfluorohexanesulfonic acid (PFHxS)	0.139U	0.139	0.991	ug/Kg
307-24-4	Perfluorohexanoic acid (PFHxA)	0.149U	0.149	0.991	ug/Kg
<b>375-95-1</b>	<b>Perfluorononanoic acid (PFNA)</b>	<b>0.215J</b>	<b>0.089</b>	<b>0.991</b>	<b>ug/Kg</b>
754-91-6	Perfluorooctane Sulfonamide (FOSA)	0.119U	0.119	0.991	ug/Kg
1763-23-1	Perfluorooctanesulfonic acid (PFOS)	0.178U	0.178	0.991	ug/Kg
<b>335-67-1</b>	<b>Perfluorooctanoic acid (PFOA)</b>	<b>0.292J</b>	<b>0.149</b>	<b>0.991</b>	<b>ug/Kg</b>
2706-90-3	Perfluoropentanoic acid (PFPeA)	0.149U	0.149	0.991	ug/Kg
376-06-7	Perfluorotetradecanoic acid (PFTeDA)	0.159U	0.159	0.991	ug/Kg
72629-94-8	Perfluorotridecanoic acid (PFTrDA)	0.218U	0.218	0.991	ug/Kg
2058-94-8	Perfluoroundecanoic acid (PFUdA)	0.139U	0.139	0.991	ug/Kg
474511-07-4	PFNS	0.139U	0.139	0.991	ug/Kg

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Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

### Sample Results

<b>B-3-1'</b>	<b>Collect Date</b> 07/08/2020 08:35	<b>LAB ID</b> 22007106503
	<b>Receive Date</b> 07/10/2020 10:10	<b>Matrix</b> Solid

EPA 537 Modified (Continued) \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 09:30	687725	EPA 537 Modified (Continued)	1	07/16/2020 03:21	BMH	688129

CAS#	Parameter	Result	DL	LOQ	Units
2706-91-4	PFPeS	0.178U	0.178	0.991	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
2355-31-9-EIS	d3-NMeFOSAA	97.10	92.7	ug/Kg	96	50 - 150
2991-50-6-EIS	d5-NEtFOSAA	97.10	83.7	ug/Kg	86	50 - 150
757124-72-4-EIS	M2 4:2 FTS	97.10	115	ug/Kg	119	50 - 150
27619-97-2-EIS	M2 6:2 FTS	97.10	85.7	ug/Kg	88	50 - 150
39108-34-4-EIS	M2 8:2 FTS	97.10	92.6	ug/Kg	95	50 - 150
376-06-7-EIS	M2PFTeDA	97.10	53.5	ug/Kg	55	50 - 150
13252-13-6-EIS	M3HFPODA	97.10	123	ug/Kg	126	50 - 150
375-73-5-EIS	M3PFBS	97.10	94.5	ug/Kg	97	50 - 150
355-46-4-EIS	M3PFHxS	97.10	82.5	ug/Kg	85	50 - 150
375-85-9-EIS	M4PFHpA	97.10	108	ug/Kg	111	50 - 150
307-24-4-EIS	M5PFHxA	97.10	99.8	ug/Kg	103	50 - 150
2706-90-3-EIS	M5PFPeA	97.10	103	ug/Kg	106	50 - 150
335-76-2-EIS	M6PFDA	97.10	93.2	ug/Kg	96	50 - 150
2058-94-8-EIS	M7PFUDa	97.10	99.4	ug/Kg	102	50 - 150
754-91-6-EIS	M8FOSA	97.10	84.3	ug/Kg	87	50 - 150
335-67-1-EIS	M8PFOA	97.10	97.6	ug/Kg	101	50 - 150
1763-23-1-EIS	M8PFOS	97.10	74.1	ug/Kg	76	50 - 150
375-95-1-EIS	M9PFNA	97.10	98.2	ug/Kg	101	50 - 150
375-22-4-EIS	MPFBA	97.10	104	ug/Kg	107	50 - 150
307-55-1-EIS	MPFDaA	97.10	89.2	ug/Kg	92	50 - 150

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

### Sample Results

<b>B-3-1'</b>	<b>Collect Date</b>	07/08/2020 08:35	<b>LAB ID</b>	22007106503
	<b>Receive Date</b>	07/10/2020 10:10	<b>Matrix</b>	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch	
07/11/2020 09:30	687725	EPA 537 Modified	1	07/17/2020 14:14	BMH	688349	
CAS#	Parameter			Result	DL	LOQ	Units
919005-14-4	ADONA			0.178U	0.178	0.991	ug/Kg
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits	
335-67-1-EIS	M8PFOA	97.10	117	ug/Kg	121	50 - 150	

<b>B-4-1'</b>	<b>Collect Date</b>	07/08/2020 09:30	<b>LAB ID</b>	22007106504
	<b>Receive Date</b>	07/10/2020 10:10	<b>Matrix</b>	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch	
07/11/2020 09:30	687725	EPA 537 Modified	1	07/16/2020 03:33	BMH	688129	
CAS#	Parameter			Result	DL	LOQ	Units
763051-92-9	11CI-PF3OUdS			0.129U	0.129	1.07	ug/Kg
757124-72-4	4:2 Fluorotelomer sulfonate (4:2 FTS)			0.172U	0.172	1.07	ug/Kg
27619-97-2	6:2 Fluorotelomer sulfonate (6:2 FTS)			0.182U	0.182	1.07	ug/Kg
39108-34-4	8:2 Fluorotelomer sulfonate (8:2 FTS)			0.279U	0.279	1.07	ug/Kg
756426-58-1	9CI-PF3ONS			0.161U	0.161	1.07	ug/Kg
13252-13-6	HFPO-DA			0.289U	0.289	1.07	ug/Kg
2991-50-6	N-ethylperfluorooctanesulfonamidoacetic acid (NETFOSAA)			0.204U	0.204	1.07	ug/Kg
2355-31-9	N-methylperfluorooctanesulfonamidoacetic acid (NMeFOSAA)			0.300U	0.300	1.07	ug/Kg
375-92-8	Perfluoro-1-heptanesulfonate (PFHpS)			0.182U	0.182	1.07	ug/Kg
375-73-5	Perfluorobutanesulfonic acid (PFBS)			0.129U	0.129	1.07	ug/Kg
375-22-4	Perfluorobutanoic acid (PFBA)			0.139U	0.139	1.07	ug/Kg
335-77-3	Perfluorodecane Sulfonate (PFDS)			0.193U	0.193	1.07	ug/Kg
335-76-2	Perfluorodecanoic acid (PFDA)			0.129U	0.129	1.07	ug/Kg
307-55-1	Perfluorododecanoic acid (PFDoA)			0.214U	0.214	1.07	ug/Kg
375-85-9	Perfluoroheptanoic acid (PFHpA)			0.139U	0.139	1.07	ug/Kg
355-46-4	Perfluorohexanesulfonic acid (PFHxS)			0.150U	0.150	1.07	ug/Kg
307-24-4	Perfluorohexanoic acid (PFHxA)			0.161U	0.161	1.07	ug/Kg
<b>375-95-1</b>	<b>Perfluorononanoic acid (PFNA)</b>			<b>0.112J</b>	<b>0.096</b>	<b>1.07</b>	<b>ug/Kg</b>
754-91-6	Perfluorooctane Sulfonamide (FOSA)			0.129U	0.129	1.07	ug/Kg
1763-23-1	Perfluorooctanesulfonic acid (PFOS)			0.193U	0.193	1.07	ug/Kg
335-67-1	Perfluorooctanoic acid (PFOA)			0.161U	0.161	1.07	ug/Kg
2706-90-3	Perfluoropentanoic acid (PFPeA)			0.161U	0.161	1.07	ug/Kg
376-06-7	Perfluorotetradecanoic acid (PFTeDA)			0.172U	0.172	1.07	ug/Kg
72629-94-8	Perfluorotridecanoic acid (PFTrDA)			0.236U	0.236	1.07	ug/Kg
2058-94-8	Perfluoroundecanoic acid (PFUdA)			0.150U	0.150	1.07	ug/Kg
474511-07-4	PFNS			0.150U	0.150	1.07	ug/Kg

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Sample Results

<b>B-4-1'</b>	Collect Date	07/08/2020 09:30	LAB ID	22007106504
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified (Continued) \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 09:30	687725	EPA 537 Modified (Continued)	1	07/16/2020 03:33	BMH	688129

CAS#	Parameter	Result	DL	LOQ	Units
2706-91-4	PFPeS	0.193U	0.193	1.07	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
2355-31-9-EIS	d3-NMeFOSAA	100	94.4	ug/Kg	94	50 - 150
2991-50-6-EIS	d5-NEtFOSAA	100	96.3	ug/Kg	96	50 - 150
757124-72-4-EIS	M2 4:2 FTS	100	105	ug/Kg	105	50 - 150
27619-97-2-EIS	M2 6:2 FTS	100	96.2	ug/Kg	96	50 - 150
39108-34-4-EIS	M2 8:2 FTS	100	99.4	ug/Kg	99	50 - 150
376-06-7-EIS	M2PFTeDA	100	58.1	ug/Kg	58	50 - 150
13252-13-6-EIS	M3HFPODA	100	140	ug/Kg	140	50 - 150
375-73-5-EIS	M3PFBS	100	92.5	ug/Kg	93	50 - 150
355-46-4-EIS	M3PFHxS	100	79.1	ug/Kg	79	50 - 150
375-85-9-EIS	M4PFHpA	100	103	ug/Kg	103	50 - 150
307-24-4-EIS	M5PFHxA	100	102	ug/Kg	102	50 - 150
2706-90-3-EIS	M5PFPeA	100	105	ug/Kg	105	50 - 150
335-76-2-EIS	M6PFDA	100	93.6	ug/Kg	94	50 - 150
2058-94-8-EIS	M7PFUdA	100	99.4	ug/Kg	99	50 - 150
754-91-6-EIS	M8FOSA	100	85.2	ug/Kg	85	50 - 150
335-67-1-EIS	M8PFOA	100	100	ug/Kg	100	50 - 150
1763-23-1-EIS	M8PFOS	100	67.8	ug/Kg	68	50 - 150
375-95-1-EIS	M9PFNA	100	97.1	ug/Kg	97	50 - 150
375-22-4-EIS	MPFBA	100	101	ug/Kg	101	50 - 150
307-55-1-EIS	MPFD <sub>o</sub> A	100	90	ug/Kg	90	50 - 150

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

### Sample Results

<b>B-4-1'</b>	Collect Date	07/08/2020 09:30	LAB ID	22007106504
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch	
07/11/2020 09:30	687725	EPA 537 Modified	1	07/17/2020 14:27	BMH	688349	
CAS#	Parameter			Result	DL	LOQ	Units
919005-14-4	ADONA			0.193U	0.193	1.07	ug/Kg
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits	
335-67-1-EIS	M8PFOA	100	110	ug/Kg	110	50 - 150	

<b>B-5-1'</b>	Collect Date	07/08/2020 10:20	LAB ID	22007106505
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch	
07/11/2020 09:30	687725	EPA 537 Modified	1	07/16/2020 03:56	BMH	688199	
CAS#	Parameter			Result	DL	LOQ	Units
763051-92-9	11CI-PF3OUdS			0.123U	0.123	1.03	ug/Kg
757124-72-4	4:2 Fluorotelomer sulfonate (4:2 FTS)			0.164U	0.164	1.03	ug/Kg
27619-97-2	6:2 Fluorotelomer sulfonate (6:2 FTS)			0.174U	0.174	1.03	ug/Kg
39108-34-4	8:2 Fluorotelomer sulfonate (8:2 FTS)			0.267U	0.267	1.03	ug/Kg
756426-58-1	9CI-PF3ONS			0.154U	0.154	1.03	ug/Kg
13252-13-6	HFPO-DA			0.277U	0.277	1.03	ug/Kg
2991-50-6	N-ethylperfluorooctanesulfonamidoacetic acid (NEtFOSAA)			0.195U	0.195	1.03	ug/Kg
2355-31-9	N-methylperfluorooctanesulfonamidoacetic acid (NMeFOSAA)			0.287U	0.287	1.03	ug/Kg
375-92-8	Perfluoro-1-heptanesulfonate (PFHpS)			0.174U	0.174	1.03	ug/Kg
375-73-5	Perfluorobutanesulfonic acid (PFBS)			0.123U	0.123	1.03	ug/Kg
375-22-4	Perfluorobutanoic acid (PFBA)			0.133U	0.133	1.03	ug/Kg
335-77-3	Perfluorodecane Sulfonate (PFDS)			0.185U	0.185	1.03	ug/Kg
335-76-2	Perfluorodecanoic acid (PFDA)			0.123U	0.123	1.03	ug/Kg
307-55-1	Perfluorododecanoic acid (PFDoA)			0.205U	0.205	1.03	ug/Kg
375-85-9	Perfluoroheptanoic acid (PFHpA)			0.133U	0.133	1.03	ug/Kg
355-46-4	Perfluorohexanesulfonic acid (PFHxS)			0.144U	0.144	1.03	ug/Kg
307-24-4	Perfluorohexanoic acid (PFHxA)			0.154U	0.154	1.03	ug/Kg
375-95-1	Perfluorononanoic acid (PFNA)			0.092U	0.092	1.03	ug/Kg
754-91-6	Perfluorooctane Sulfonamide (FOSA)			0.123U	0.123	1.03	ug/Kg
1763-23-1	Perfluorooctanesulfonic acid (PFOS)			0.185U	0.185	1.03	ug/Kg
335-67-1	Perfluorooctanoic acid (PFOA)			0.154U	0.154	1.03	ug/Kg
2706-90-3	Perfluoropentanoic acid (PFPeA)			0.154U	0.154	1.03	ug/Kg
72629-94-8	Perfluorotridecanoic acid (PFTrDA)			0.226U	0.226	1.03	ug/Kg
2058-94-8	Perfluoroundecanoic acid (PFUdA)			0.144U	0.144	1.03	ug/Kg
474511-07-4	PFNS			0.144U	0.144	1.03	ug/Kg

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Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Sample Results

<b>B-5-1'</b>	Collect Date	07/08/2020 10:20	LAB ID	22007106505
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified (Continued) \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 09:30	687725	EPA 537 Modified (Continued)	1	07/16/2020 03:56	BMH	688199

CAS#	Parameter	Result	DL	LOQ	Units
2706-91-4	PFPeS	0.185U	0.185	1.03	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
2355-31-9-EIS	d3-NMeFOSAA	99.80	107	ug/Kg	108	50 - 150
2991-50-6-EIS	d5-NEtFOSAA	99.80	95.7	ug/Kg	96	50 - 150
757124-72-4-EIS	M2 4:2 FTS	99.80	116	ug/Kg	116	50 - 150
27619-97-2-EIS	M2 6:2 FTS	99.80	103	ug/Kg	103	50 - 150
39108-34-4-EIS	M2 8:2 FTS	99.80	97.8	ug/Kg	98	50 - 150
13252-13-6-EIS	M3HFPODA	99.80	123	ug/Kg	124	50 - 150
375-73-5-EIS	M3PFBS	99.80	104	ug/Kg	104	50 - 150
355-46-4-EIS	M3PFHxS	99.80	77	ug/Kg	77	50 - 150
375-85-9-EIS	M4PFHpA	99.80	115	ug/Kg	115	50 - 150
307-24-4-EIS	M5PFHxA	99.80	111	ug/Kg	112	50 - 150
2706-90-3-EIS	M5PFPeA	99.80	110	ug/Kg	110	50 - 150
335-76-2-EIS	M6PFDA	99.80	92.6	ug/Kg	93	50 - 150
2058-94-8-EIS	M7PFUDa	99.80	105	ug/Kg	106	50 - 150
754-91-6-EIS	M8FOSA	99.80	89.7	ug/Kg	90	50 - 150
335-67-1-EIS	M8PFOA	99.80	101	ug/Kg	102	50 - 150
1763-23-1-EIS	M8PFOS	99.80	83.9	ug/Kg	84	50 - 150
375-95-1-EIS	M9PFNA	99.80	103	ug/Kg	103	50 - 150
375-22-4-EIS	MPFBA	99.80	112	ug/Kg	113	50 - 150
307-55-1-EIS	MPFDaA	99.80	99.6	ug/Kg	100	50 - 150

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Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Sample Results

<b>B-5-1'</b>	Collect Date	07/08/2020 10:20	LAB ID	22007106505
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch	
07/11/2020 09:30	688725	EPA 537 Modified	1	07/17/2020 14:40	BMH	688349	
CAS#	Parameter			Result	DL	LOQ	Units
919005-14-4	ADONA			0.185U	0.185	1.03	ug/Kg
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits	
335-67-1-EIS	M8PFOA	99.80	124	ug/Kg	124	50 - 150	

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch	
07/20/2020 14:50	688171	EPA 537 Modified	1	07/22/2020 00:35	BMH	688374	
CAS#	Parameter			Result	DL	LOQ	Units
376-06-7	Perfluorotetradecanoic acid (PFTeDA)			0.165U	0.165	1.03	ug/Kg
CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits	
376-06-7-EIS	M2PFTeDA	100	98.3	ug/Kg	98	50 - 150	

<b>B-6-1'</b>	Collect Date	07/08/2020 09:50	LAB ID	22007106506
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch	
07/11/2020 09:30	688725	EPA 537 Modified	1	07/16/2020 04:08	BMH	688199	
CAS#	Parameter			Result	DL	LOQ	Units
763051-92-9	11CI-PF3OUdS			0.122U	0.122	1.02	ug/Kg
757124-72-4	4:2 Fluorotelomer sulfonate (4:2 FTS)			0.163U	0.163	1.02	ug/Kg
27619-97-2	6:2 Fluorotelomer sulfonate (6:2 FTS)			0.173U	0.173	1.02	ug/Kg
39108-34-4	8:2 Fluorotelomer sulfonate (8:2 FTS)			0.265U	0.265	1.02	ug/Kg
756426-58-1	9CI-PF3ONS			0.153U	0.153	1.02	ug/Kg
13252-13-6	HFPO-DA			0.275U	0.275	1.02	ug/Kg
2991-50-6	N-ethylperfluorooctanesulfonamidoacetic acid (NEtFOSAA)			0.194U	0.194	1.02	ug/Kg
2355-31-9	N-methylperfluorooctanesulfonamidoacetic acid (NMeFOSAA)			0.285U	0.285	1.02	ug/Kg
375-92-8	Perfluoro-1-heptanesulfonate (PFHpS)			0.173U	0.173	1.02	ug/Kg
375-73-5	Perfluorobutanesulfonic acid (PFBS)			0.122U	0.122	1.02	ug/Kg
375-22-4	Perfluorobutanoic acid (PFBA)			0.132U	0.132	1.02	ug/Kg
335-77-3	Perfluorodecane Sulfonate (PFDS)			0.183U	0.183	1.02	ug/Kg
335-76-2	Perfluorodecanoic acid (PFDA)			0.122U	0.122	1.02	ug/Kg

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Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## Sample Results

<b>B-6-1'</b>	Collect Date	07/08/2020 09:50	LAB ID	22007106506
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified (Continued) \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 09:30	687725	EPA 537 Modified (Continued)	1	07/16/2020 04:08	BMH	688199

CAS#	Parameter	Result	DL	LOQ	Units
307-55-1	Perfluorododecanoic acid (PFDoA)	0.204U	0.204	1.02	ug/Kg
375-85-9	Perfluoroheptanoic acid (PFHpA)	0.132U	0.132	1.02	ug/Kg
355-46-4	Perfluorohexanesulfonic acid (PFHxS)	0.143U	0.143	1.02	ug/Kg
307-24-4	Perfluorohexanoic acid (PFHxA)	0.153U	0.153	1.02	ug/Kg
375-95-1	Perfluorononanoic acid (PFNA)	0.092U	0.092	1.02	ug/Kg
754-91-6	Perfluorooctane Sulfonamide (FOSA)	0.122U	0.122	1.02	ug/Kg
1763-23-1	Perfluorooctanesulfonic acid (PFOS)	0.183U	0.183	1.02	ug/Kg
335-67-1	Perfluorooctanoic acid (PFOA)	0.153U	0.153	1.02	ug/Kg
2706-90-3	Perfluoropentanoic acid (PFPeA)	0.153U	0.153	1.02	ug/Kg
376-06-7	Perfluorotetradecanoic acid (PFTeDA)	0.163U	0.163	1.02	ug/Kg
72629-94-8	Perfluorotridecanoic acid (PFTrDA)	0.224U	0.224	1.02	ug/Kg
2058-94-8	Perfluoroundecanoic acid (PFUdA)	0.143U	0.143	1.02	ug/Kg
474511-07-4	PFNS	0.143U	0.143	1.02	ug/Kg
2706-91-4	PFPeS	0.183U	0.183	1.02	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
2355-31-9-EIS	d3-NMeFOSAA	98.60	79	ug/Kg	80	50 - 150
2991-50-6-EIS	d5-NEtFOSAA	98.60	87.1	ug/Kg	88	50 - 150
757124-72-4-EIS	M2 4:2 FTS	98.60	107	ug/Kg	109	50 - 150
27619-97-2-EIS	M2 6:2 FTS	98.60	90.7	ug/Kg	92	50 - 150
39108-34-4-EIS	M2 8:2 FTS	98.60	95.5	ug/Kg	97	50 - 150
376-06-7-EIS	M2PFTeDA	98.60	75.4	ug/Kg	76	50 - 150
13252-13-6-EIS	M3HFPODA	98.60	143	ug/Kg	145	50 - 150
375-73-5-EIS	M3PFBS	98.60	99	ug/Kg	100	50 - 150
355-46-4-EIS	M3PFHxS	98.60	82.6	ug/Kg	84	50 - 150
375-85-9-EIS	M4PFHpA	98.60	113	ug/Kg	114	50 - 150
307-24-4-EIS	M5PFHxA	98.60	104	ug/Kg	105	50 - 150
2706-90-3-EIS	M5PFPeA	98.60	111	ug/Kg	113	50 - 150
335-76-2-EIS	M6PFDA	98.60	99.6	ug/Kg	101	50 - 150
2058-94-8-EIS	M7PFUdA	98.60	114	ug/Kg	115	50 - 150
754-91-6-EIS	M8FOSA	98.60	94.4	ug/Kg	96	50 - 150
335-67-1-EIS	M8PFOA	98.60	89.4	ug/Kg	91	50 - 150
1763-23-1-EIS	M8PFOS	98.60	58.3	ug/Kg	59	50 - 150
375-95-1-EIS	M9PFNA	98.60	106	ug/Kg	107	50 - 150
375-22-4-EIS	MPFBA	98.60	107	ug/Kg	108	50 - 150
307-55-1-EIS	MPFDoA	98.60	93	ug/Kg	94	50 - 150

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

### Sample Results

<b>B-6-1'</b>	Collect Date	07/08/2020 09:50	LAB ID	22007106506
	Receive Date	07/10/2020 10:10	Matrix	Solid

EPA 537 Modified \*Results Reported on Dry Weight Basis

Prep Date	Prep Batch	Prep Method	Dilution	Analysis Date	By	Analytical Batch
07/11/2020 09:30	687725	EPA 537 Modified	1	07/17/2020 14:52	BMH	688349

CAS#	Parameter	Result	DL	LOQ	Units
919005-14-4	ADONA	0.183U	0.183	1.02	ug/Kg

CAS#	Surrogate	Conc. Spiked	Conc. Rec	Units	% Recovery	Rec Limits
335-67-1-EIS	M8PFOA	98.60	100	ug/Kg	102	50 - 150

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

# LC-MS/MS PFAS QC Summary

Analytical Batch 688129 Prep Batch 687724 Prep Method EPA 537 Modified		Client ID LAB ID Sample Type Prep Date Analysis Date Matrix	MB687724 2060317 MB 07/11/2020 07:30 07/15/2020 21:49 Solid	LCS687724 2060318 LCS 07/11/2020 07:30 07/15/2020 22:01 Solid	LCSD687724 2060319 LCSD 07/11/2020 07:30 07/15/2020 22:13 Solid							
EPA 537 Modified		Units Result	ug/Kg DL	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
11CI-PF3OUdS	763051-92-9	0.120U	0.120	1.88	2.49	132*	70 - 130	1.88	2.19	116	13	30
4:2 Fluorotelomer sulfonate (4:2 FTS)	757124-72-4	0.160U	0.160	1.87	2.09	112	70 - 130	1.87	1.94	104	7	30
6:2 Fluorotelomer sulfonate (6:2 FTS)	27619-97-2	0.170U	0.170	1.90	2.31	122	70 - 130	1.90	2.50	132*	8	30
8:2 Fluorotelomer sulfonate (8:2 FTS)	39108-34-4	0.260U	0.260	1.92	2.00	104	70 - 130	1.92	2.22	116	10	30
9CI-PF3ONS	756426-58-1	0.150U	0.150	1.86	2.59	139*	70 - 130	1.86	2.24	120	14	30
ADONA	919005-14-4	0.180U	0.180	1.88	2.39	127	70 - 130	1.88	2.12	113	12	30
HFPO-DA	13252-13-6	0.270U	0.270	4.00	3.28	82	70 - 130	4.00	3.30	83	1	30
N-ethylperfluorooctanesulfonamidoacetic acid (NEtFOSAA)	2991-50-6	0.190U	0.190	2.00	1.94	97	70 - 130	2.00	1.94	97	0	30
N-methylperfluorooctanesulfonamidoacetic acid (NMeFOSAA)	2355-31-9	0.280U	0.280	2.00	2.11	106	70 - 130	2.00	1.98	99	7	30
Perfluoro-1-heptanesulfonate (PFHpS)	375-92-8	0.170U	0.170	1.90	2.01	106	70 - 130	1.90	1.83	96	9	30
Perfluorobutanesulfonic acid (PFBS)	375-73-5	0.120U	0.120	1.77	1.90	107	70 - 130	1.77	1.74	99	8	30
Perfluorobutanoic acid (PFBA)	375-22-4	0.130U	0.130	2.00	1.86	93	70 - 130	2.00	1.85	93	1	30
Perfluorodecane Sulfonate (PFDS)	335-77-3	0.180U	0.180	1.93	1.57	82	70 - 130	1.93	1.51	78	4	30
Perfluorodecanoic acid (PFDA)	335-76-2	0.120U	0.120	2.00	2.23	111	70 - 130	2.00	2.01	100	10	30
Perfluorododecanoic acid (PFDoA)	307-55-1	0.200U	0.200	2.00	2.06	103	70 - 130	2.00	2.01	100	3	30
Perfluoroheptanoic acid (PFHpA)	375-85-9	0.130U	0.130	2.00	1.92	96	70 - 130	2.00	1.89	95	2	30
Perfluorohexanesulfonic acid (PFHxS)	355-46-4	0.140U	0.140	1.82	1.54	84	70 - 130	1.82	1.84	101	18	30
Perfluorohexanoic acid (PFHxA)	307-24-4	0.150U	0.150	2.00	2.07	103	70 - 130	2.00	1.98	99	5	30
Perfluorononanoic acid (PFNA)	375-95-1	0.090U	0.090	2.00	1.93	96	70 - 130	2.00	1.86	93	4	30
Perfluorooctane Sulfonamide (FOSA)	754-91-6	0.120U	0.120	2.00	2.49	124	70 - 130	2.00	2.31	115	8	30
Perfluorooctanesulfonic acid (PFOS)	1763-23-1	0.180U	0.180	1.85	1.98	107	70 - 130	1.85	1.72	93	14	30
Perfluorooctanoic acid (PFOA)	335-67-1	0.150U	0.150	2.00	2.12	106	70 - 130	2.00	2.00	100	6	30
Perfluoropentanoic acid (PFPeA)	2706-90-3	0.150U	0.150	2.00	1.91	96	70 - 130	2.00	1.79	89	7	30
Perfluorotridecanoic acid (PFTrDA)	72629-94-8	0.220U	0.220	2.00	1.62	81	70 - 130	2.00	1.89	95	16	30
Perfluoroundecanoic acid (PFUdA)	2058-94-8	0.140U	0.140	2.00	1.98	99	70 - 130	2.00	1.93	97	2	30
PFNS	474511-07-4	0.140U	0.140	1.92	1.57	82	70 - 130	1.92	1.53	80	3	30
PFPeS	2706-91-4	0.180U	0.180	1.88	1.78	95	70 - 130	1.88	1.70	91	4	30
<b>Surrogate</b>												
d3-NMeFOSAA	2355-31-9-EIS	109	109	100	88	88	50 - 150	100	111	111	NA	NA
d5-NEtFOSAA	2991-50-6-EIS	108	108	100	87.7	88	50 - 150	100	110	110	NA	NA
M2 4:2 FTS	757124-72-4-EIS	121	121	100	108	108	50 - 150	100	123	123	NA	NA
M2 6:2 FTS	27619-97-2-EIS	97.4	97	100	94.5	94	50 - 150	100	102	102	NA	NA
M2 8:2 FTS	39108-34-4-EIS	99	99	100	111	111	50 - 150	100	109	109	NA	NA
M3HFPODA	13252-13-6-EIS	129	129	100	126	126	50 - 150	100	148	148	NA	NA
M3PFBS	375-73-5-EIS	97.8	98	100	97.2	97	50 - 150	100	111	111	NA	NA
M3PFHxS	355-46-4-EIS	91.4	91	100	95.8	96	50 - 150	100	91.6	92	NA	NA
M4PFHpA	375-85-9-EIS	116	116	100	108	108	50 - 150	100	118	118	NA	NA
M5PFHxA	307-24-4-EIS	108	108	100	100	100	50 - 150	100	114	114	NA	NA
M5PFPeA	2706-90-3-EIS	108	108	100	102	102	50 - 150	100	119	119	NA	NA
M6PFDA	335-76-2-EIS	105	105	100	98.5	99	50 - 150	100	116	116	NA	NA
M7PFUdA	2058-94-8-EIS	111	111	100	112	112	50 - 150	100	122	122	NA	NA
M8FOSA	754-91-6-EIS	91.5	92	100	82.5	83	50 - 150	100	98	98	NA	NA
M8PFOA	335-67-1-EIS	104	104	100	96.3	96	50 - 150	100	108	108	NA	NA
M8PFOS	1763-23-1-EIS	70.8	71	100	74.2	74	50 - 150	100	88.7	89	NA	NA
M9PFNA	375-95-1-EIS	99.8	100	100	100	100	50 - 150	100	117	117	NA	NA
MPFBA	375-22-4-EIS	105	105	100	103	103	50 - 150	100	112	112	NA	NA
MPFDoA	307-55-1-EIS	108	108	100	101	101	50 - 150	100	112	112	NA	NA

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## LC-MS/MS PFAS QC Summary

Analytical Batch		Client ID	MB687724		LCS687724			LCS687724				
688208		LAB ID	2060317		2060318			2060319				
Prep Batch		Sample Type	MB		LCS			LCS				
687724		Prep Date	07/11/2020 07:30		07/11/2020 07:30			07/11/2020 07:30				
Prep Method		Analysis Date	07/16/2020 17:58		07/16/2020 18:11			07/16/2020 18:23				
EPA 537 Modified		Matrix	Solid		Solid			Solid				
EPA 537 Modified		Units Result	ug/Kg DL	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
11CI-PF3OUdS	763051-92-9	0.120U	0.120	1.88	1.97	105	70 - 130	1.88	2.01	107	2	30
9CI-PF3ONS	756426-58-1	0.150U	0.150	1.86	2.08	112	70 - 130	1.86	2.14	115	3	30
ADONA	919005-14-4	0.180U	0.180	1.88	1.91	101	70 - 130	1.88	1.87	99	2	30
Surrogate												
M8PFOA	335-67-1-EIS	106	106	100	102	102	50 - 150	100	115	115	NA	NA
M8PFOS	1763-23-1-EIS	83.4	83	100	88	88	50 - 150	100	96.1	96	NA	NA

Analytical Batch		Client ID	MB687725		LCS687725			LCS687725				
688129		LAB ID	2060320		2060321			2060322				
Prep Batch		Sample Type	MB		LCS			LCS				
687725		Prep Date	07/11/2020		07/11/2020 09:30			07/11/2020 09:30				
Prep Method		Analysis Date	07/16/2020		07/16/2020 02:57			07/16/2020 03:09				
EPA 537 Modified		Matrix	Solid		Solid			Solid				
EPA 537 Modified		Units Result	ug/Kg DL	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
11CI-PF3OUdS	763051-92-9	0.120U	0.120	1.88	2.91	154*	70 - 130	1.88	2.23	118	26	30
4:2 Fluorotelomer sulfonate (4:2 FTS)	757124-72-4	0.160U	0.160	1.87	1.86	99	70 - 130	1.87	1.87	100	1	30
6:2 Fluorotelomer sulfonate (6:2 FTS)	27619-97-2	0.170U	0.170	1.90	2.17	114	70 - 130	1.90	2.14	113	1	30
8:2 Fluorotelomer sulfonate (8:2 FTS)	39108-34-4	0.260U	0.260	1.92	2.16	113	70 - 130	1.92	2.16	113	0	30
9CI-PF3ONS	756426-58-1	0.150U	0.150	1.86	2.70	145*	70 - 130	1.86	2.29	123	17	30
HFPO-DA	13252-13-6	0.270U	0.270	4.00	3.46	86	70 - 130	4.00	3.45	86	0	30
N-ethylperfluorooctanesulfonamidoacetic acid (NEtFOSAA)	2991-50-6	0.190U	0.190	2.00	1.93	96	70 - 130	2.00	1.85	92	4	30
N-methylperfluorooctanesulfonamidoacetic acid (NMeFOSAA)	2355-31-9	0.280U	0.280	2.00	1.80	90	70 - 130	2.00	1.81	91	1	30
Perfluoro-1-heptanesulfonate (PFHpS)	375-92-8	0.170U	0.170	1.90	1.89	100	70 - 130	1.90	1.94	102	3	30
Perfluorobutanesulfonic acid (PFBS)	375-73-5	0.120U	0.120	1.77	1.73	98	70 - 130	1.77	1.80	102	4	30
Perfluorobutanoic acid (PFBA)	375-22-4	0.130U	0.130	2.00	1.80	90	70 - 130	2.00	1.87	93	4	30
Perfluorodecane Sulfonate (PFDS)	335-77-3	0.180U	0.180	1.93	1.53	79	70 - 130	1.93	1.49	77	3	30
Perfluorodecanoic acid (PFDA)	335-76-2	0.120U	0.120	2.00	2.05	102	70 - 130	2.00	1.95	97	5	30
Perfluorododecanoic acid (PFDoA)	307-55-1	0.200U	0.200	2.00	2.04	102	70 - 130	2.00	1.87	93	9	30
Perfluoroheptanoic acid (PFHpA)	375-85-9	0.130U	0.130	2.00	1.71	86	70 - 130	2.00	1.79	89	4	30
Perfluorohexanesulfonic acid (PFHxS)	355-46-4	0.140U	0.140	1.82	1.63	89	70 - 130	1.82	1.74	95	7	30
Perfluorohexanoic acid (PFHxA)	307-24-4	0.150U	0.150	2.00	1.91	96	70 - 130	2.00	1.92	96	1	30
Perfluorononanoic acid (PFNA)	375-95-1	0.090U	0.090	2.00	1.81	90	70 - 130	2.00	1.82	91	1	30
Perfluorooctane Sulfonamide (FOSA)	754-91-6	0.120U	0.120	2.00	2.45	122	70 - 130	2.00	2.42	121	1	30
Perfluorooctanesulfonic acid (PFOS)	1763-23-1	0.180U	0.180	1.85	2.08	113	70 - 130	1.85	1.81	98	14	30
Perfluorooctanoic acid (PFOA)	335-67-1	0.150U	0.150	2.00	1.90	95	70 - 130	2.00	1.89	95	0	30
Perfluoropentanoic acid (PFPeA)	2706-90-3	0.150U	0.150	2.00	1.83	91	70 - 130	2.00	1.78	89	2	30
Perfluorotetradecanoic acid (PFTeDA)	376-06-7	0.160U	0.160	2.00	2.21	111	70 - 130	2.00	2.12	106	4	30
Perfluorotridecanoic acid (PFTrDA)	72629-94-8	0.220U	0.220	2.00	2.01	101	70 - 130	2.00	1.91	95	5	30
Perfluoroundecanoic acid (PFUdA)	2058-94-8	0.140U	0.140	2.00	2.02	101	70 - 130	2.00	1.91	96	6	30
PFNS	474511-07-4	0.140U	0.140	1.92	1.35	70	70 - 130	1.92	1.39	73	3	30
PFPeS	2706-91-4	0.180U	0.180	1.88	1.69	90	70 - 130	1.88	1.71	91	1	30
Surrogate												
d3-NMeFOSAA	2355-31-9-EIS	116	116	100	120	120	50 - 150	100	121	121	NA	NA
d5-NEtFOSAA	2991-50-6-EIS	118	118	100	115	115	50 - 150	100	117	117	NA	NA
M2 4:2 FTS	757124-72-4-EIS	130	130	100	121	121	50 - 150	100	117	117	NA	NA
M2 6:2 FTS	27619-97-2-EIS	115	115	100	106	106	50 - 150	100	99.4	99	NA	NA
M2 8:2 FTS	39108-34-4-EIS	115	115	100	103	103	50 - 150	100	104	104	NA	NA
M2PFTeDA	376-06-7-EIS	93.3	93	100	91.2	91	50 - 150	100	96.3	96	NA	NA
M3HFPODA	13252-13-6-EIS	131	131	100	133	133	50 - 150	100	135	135	NA	NA
M3PFBS	375-73-5-EIS	113	113	100	108	108	50 - 150	100	100	100	NA	NA
M3PFHxS	355-46-4-EIS	94.6	95	100	95.1	95	50 - 150	100	85.6	86	NA	NA
M4PFHpA	375-85-9-EIS	130	130	100	124	124	50 - 150	100	116	116	NA	NA
M5PFHxA	307-24-4-EIS	115	115	100	110	110	50 - 150	100	107	107	NA	NA

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**Report#:** 220071065

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**Report Date:** 07/31/2020

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M5PFPeA	2706-90-3-EIS	123	123	100	118	118	50 - 150	100	114	114	NA	NA
M6PFDA	335-76-2-EIS	117	117	100	110	110	50 - 150	100	110	110	NA	NA
M7PFUdA	2058-94-8-EIS	125	125	100	117	117	50 - 150	100	113	113	NA	NA

Revision 1



Report#: 220071065

Project ID: L1238311 - Byron Airport

Report Date: 07/31/2020

## LC-MS/MS PFAS QC Summary

<b>Analytical Batch</b> 688129		Client ID MB687725	LCS687725				LCSD687725					
<b>Prep Batch</b> 687725		LAB ID 2060320	2060321				2060322					
<b>Prep Method</b> EPA 537 Modified		Sample Type MB	LCS				LCS					
		Prep Date 07/11/2020 09:30	07/11/2020 09:30				07/11/2020 09:30					
		Analysis Date 07/16/2020 02:45	07/16/2020 02:57				07/16/2020 03:09					
		Matrix Solid	Solid				Solid					
EPA 537 Modified		Units Result	ug/Kg DL	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
M8FOA	754-91-6-EIS	91.5	92	100	92	92	50 - 150	100	94.8	95	NA	NA
M8PFOA	335-67-1-EIS	119	119	100	109	109	50 - 150	100	102	102	NA	NA
M8PFOS	1763-23-1-EIS	79.5	79	100	69.4	69	50 - 150	100	80.1	80	NA	NA
M9PFNA	375-95-1-EIS	112	112	100	117	117	50 - 150	100	109	109	NA	NA
MPFBA	375-22-4-EIS	121	121	100	116	116	50 - 150	100	110	110	NA	NA
MPFDaA	307-55-1-EIS	104	104	100	107	107	50 - 150	100	105	105	NA	NA

<b>Analytical Batch</b> 688349		Client ID MB687725	LCS687725				LCSD687725					
<b>Prep Batch</b> 687725		LAB ID 2060320	2060321				2060322					
<b>Prep Method</b> EPA 537 Modified		Sample Type MB	LCS				LCS					
		Prep Date 07/11/2020 09:30	07/11/2020 09:30				07/11/2020 09:30					
		Analysis Date 07/17/2020 13:36	07/17/2020 13:49				07/17/2020 14:02					
		Matrix Solid	Solid				Solid					
EPA 537 Modified		Units Result	ug/Kg DL	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
ADONA	919005-14-4	0.180U	0.180	1.88	1.77	94	70 - 130	1.88	1.74	92	2	30
Surrogate												
M8PFOA	335-67-1-EIS	132	132	100	125	125	50 - 150	100	121	121	NA	NA

<b>Analytical Batch</b> 688374		Client ID MB688171	LCS688171				LCSD688171					
<b>Prep Batch</b> 688171		LAB ID 2062569	2062570				2062571					
<b>Prep Method</b> EPA 537 Modified		Sample Type MB	LCS				LCS					
		Prep Date 07/20/2020 14:50	07/20/2020 14:50				07/20/2020 14:50					
		Analysis Date 07/21/2020 21:45	07/21/2020 21:59				07/21/2020 22:13					
		Matrix Solid	Solid				Solid					
EPA 537 Modified		Units Result	ug/Kg DL	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
Perfluorotetradecanoic acid (PFTeDA)	376-06-7	0.160U	0.160	4.00	4.38	110	70 - 130	4.00	4.74	119	8	30
Surrogate												
M2PFTeDA	376-06-7-EIS	95.1	95	100	100	100	50 - 150	100	78	78	NA	NA

<b>Analytical Batch</b> 688374		Client ID MB688172	LCS688172				LCSD688172					
<b>Prep Batch</b> 688172		LAB ID 2062572	2062573				2062574					
<b>Prep Method</b> EPA 537 Modified		Sample Type MB	LCS				LCS					
		Prep Date 07/17/2020 10:00	07/17/2020 10:00				07/17/2020 10:00					
		Analysis Date 07/22/2020 01:04	07/22/2020 01:18				07/22/2020 01:32					
		Matrix Solid	Solid				Solid					
EPA 537 Modified		Units Result	ug/Kg DL	Spike Added	Result	%R	Control Limits%R	Spike Added	Result	%R	RPD	RPD Limit
Perfluorotetradecanoic acid (PFTeDA)	376-06-7	0.160U	0.160	2.00	1.95	97	70 - 130	2.00	1.93	96	1	30
Surrogate												
M2PFTeDA	376-06-7-EIS	80.9	81	100	114	114	50 - 150	100	107	107	NA	NA

Revision 1





# SAMPLE RECEIVING CHECKLIST



<b>SAMPLE DELIVERY GROUP 220071065</b>		<b>CHECKLIST</b>	<b>YES</b>	<b>NO</b>
<b>Client</b> 4367 - Pace Analytical Services	<b>PM ERM</b> FEDEX	Samples received with proper thermal preservation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Profile Number</b> 285947	<b>Received By</b> McCune, Dodie N	Radioactivity is <1600 cpm? If no, record cpm value in notes section.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Line Item(s)</b> 2 - S-FFAS (28 cmpds)	<b>Receive Date (s)</b> 07/10/20	COC relinquished and complete (including sampleIDs, collect times, and sampler)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		All containers received in good condition and within hold time?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		All sample labels and containers received match the chain of custody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Preservative added to any containers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		If received, was headspace for VOC water containers < 6mm?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Samples collected in containers provided by Pace Gulf Coast?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>COOLERS</b>		<b>LAB PRESERVATIONS</b>		
<b>Airbill</b> 394667450060	<b>Thermometer ID:</b> E26	<b>Temp °C</b> 4.9	None	
		<b>DISCREPANCIES</b>		
		None		
<b>NOTES</b>				



Client ID #

p 1 of 1

# MICRO ANALYTICAL LABORATORIES, INC.

5900 Hollis St., Suite M, Emeryville, CA 94608

(510) 653-0824 - FAX (510) 653-1361 - www.labmicro.com

Log in #

272942

Name / Client / Address:

Rosso Environmental  
PO Box 1923  
Lafayette CA 94549

Job No. 20-0020.02

Chain of Custody Rev. 2/5/2020

Asbestos (TEM) AHERA Yamate II Mod. NIOSH 7402 CARB

Asbestos / Fibers PCM PLM PLM-400 PLM-1200

Asbestos Soil/Rock PLM CARB 435 CARB 435 (Mod.)  
400 pts 1200 pts

Lead Air Paint Soil Wipe

Water Bulk CA WET TCLP

Mold / Fungi Air (Spore Trap) Tape Lift Bulk Andersen Swab

Coliform Presence / Absence MTF Sample Temperature (°C)

Tel. 415-583-9067

E-mail jwilson@rossoenv.com

Number of Samples Turn-Around Time

8 Standard

Other Analyses (Specify)

Micro ID #  
(For Lab Use Only)

Client Sample ID#

Description

Date Sampled

Time Sampled  
Start / Stop /  
Total Minutes

Average  
LPM

Total  
Liters

Wipe / Swab  
Sample Area

Micro ID # (For Lab Use Only)	Client Sample ID#	Description	Date Sampled	Time Sampled Start / Stop / Total Minutes	Average LPM	Total Liters	Wipe / Swab Sample Area	
1	A1	Soil	7-8-20	1610				
	A2			1620				
	A3			1640				
	A4			1630				
2	B1				1710			
	B2				1705			
	B3				1645			
	B4				1700			

Instructions / Comments:  E-mail To: jwilson@rossoenv.com

Two 4 Pt. Composite Samples Comp A = A1, A2, A3 + A4  
Comp B = B1, B2, B3 + B4

Sample Return: YES  NO  If "YES" is checked, samples will be returned to the client or archived at Micro Analytical if required. If "NO" is checked, solid samples may be disposed of within 60 days (one week for liquid samples, lab suspensions, and digestates).

Sampler's Signature / Name *Jeremy W. Wilson*

Note to Lab: If any samples are not acceptable, record reasons for rejection.

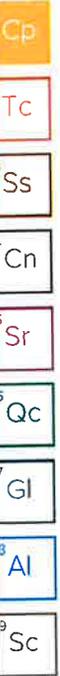
Relinquished By *[Signature]* Date / Time  Drop Box / Courier *CS 7/14/20 14:30* Received By  Date / Time

Relinquished By  Date / Time  Received By  Date / Time



# ANALYTICAL REPORT

July 17, 2020



## Rosso Environmental, Inc. - Berkeley, CA

Sample Delivery Group: L1238560  
Samples Received: 07/10/2020  
Project Number:  
Description: Bryan Airport

Report To: Jeremy Wilson  
1400 Shattuck Avenue  
Berkeley, CA 94709

Entire Report Reviewed By:

Jared Starkey  
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.



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# SAMPLE SUMMARY

ONE LAB. NATIONWIDE.

COMP A L1238560-01 Solid						
				Collected by	Collected date/time	Received date/time
				Jeremy Wilson	07/08/20 00:00	07/10/20 08:30
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG1508929	1	07/15/20 16:36	07/15/20 17:10	KBC	Mt. Juliet, TN
Mercury by Method 7471A	WG1507947	1	07/13/20 09:46	07/13/20 17:25	TCT	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1507886	1	07/13/20 05:49	07/14/20 21:34	EL	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method 8015	WG1508563	1	07/13/20 15:56	07/14/20 16:59	ADM	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1508886	1	07/14/20 15:31	07/15/20 08:47	AEG	Mt. Juliet, TN
Pesticides (GC) by Method 8081	WG1509187	1	07/15/20 06:35	07/15/20 17:17	LEL	Mt. Juliet, TN
Polychlorinated Biphenyls (GC) by Method 8082	WG1509187	1	07/15/20 06:35	07/15/20 12:10	MTJ	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270C-SIM	WG1508252	1	07/13/20 17:02	07/14/20 05:50	AAT	Mt. Juliet, TN

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

COMP B L1238560-02 Solid						
				Collected by	Collected date/time	Received date/time
				Jeremy Wilson	07/08/20 00:00	07/10/20 08:30
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG1508931	1	07/15/20 13:44	07/15/20 13:53	KBC	Mt. Juliet, TN
Mercury by Method 7471A	WG1507947	1	07/13/20 09:46	07/13/20 17:28	TCT	Mt. Juliet, TN
Metals (ICP) by Method 6010B	WG1507886	1	07/13/20 05:49	07/14/20 21:37	EL	Mt. Juliet, TN
Volatile Organic Compounds (GC) by Method 8015	WG1508563	1	07/13/20 15:56	07/14/20 17:20	ADM	Mt. Juliet, TN
Semi-Volatile Organic Compounds (GC) by Method 8015	WG1508886	1	07/14/20 15:31	07/15/20 09:00	AEG	Mt. Juliet, TN
Pesticides (GC) by Method 8081	WG1509187	1	07/15/20 06:35	07/15/20 17:30	LEL	Mt. Juliet, TN
Polychlorinated Biphenyls (GC) by Method 8082	WG1509187	1	07/15/20 06:35	07/15/20 12:24	MTJ	Mt. Juliet, TN
Semi Volatile Organic Compounds (GC/MS) by Method 8270C-SIM	WG1508252	1	07/13/20 17:02	07/14/20 06:11	AAT	Mt. Juliet, TN

A2 L1238560-03 Solid						
				Collected by	Collected date/time	Received date/time
				Jeremy Wilson	07/08/20 16:20	07/10/20 08:30
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG1508931	1	07/15/20 13:44	07/15/20 13:53	KBC	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1508448	1.11	07/08/20 16:20	07/13/20 23:03	ADM	Mt. Juliet, TN

B3 L1238560-04 Solid						
				Collected by	Collected date/time	Received date/time
				Jeremy Wilson	07/08/20 16:45	07/10/20 08:30
Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Total Solids by Method 2540 G-2011	WG1508931	1	07/15/20 13:44	07/15/20 13:53	KBC	Mt. Juliet, TN
Volatile Organic Compounds (GC/MS) by Method 8260B	WG1508448	1	07/08/20 16:45	07/13/20 23:22	ADM	Mt. Juliet, TN



All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Jared Starkey  
Project Manager

<sup>1</sup> Cp

<sup>2</sup> Tc

<sup>3</sup> Ss

<sup>4</sup> Cn

<sup>5</sup> Sr

<sup>6</sup> Qc

<sup>7</sup> Gl

<sup>8</sup> Al

<sup>9</sup> Sc

COMP A

SAMPLE RESULTS - 01

ONE LAB. NATIONWIDE



Collected date/time: 07/08/20 00:00

L1238560

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	97.5		1	07/15/2020 17:10	<a href="#">WG1508929</a>

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Mercury	0.0361	J	0.0185	0.0410	1	07/13/2020 17:25	<a href="#">WG1507947</a>

Metals (ICP) by Method 6010B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Antimony	U		0.513	2.05	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Arsenic	6.32		0.472	2.05	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Barium	314		0.246	0.513	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Beryllium	0.428		0.0821	0.205	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Cadmium	0.149	J	0.0831	0.513	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Chromium	36.4		0.257	1.03	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Cobalt	14.4		0.236	1.03	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Copper	27.4		0.519	2.05	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Lead	8.59		0.213	0.513	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Molybdenum	0.719		0.205	0.513	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Nickel	44.5		0.503	2.05	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Selenium	U		0.633	2.05	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Silver	U		0.234	1.03	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Thallium	U		0.363	2.05	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Vanadium	67.2		0.705	2.05	1	07/14/2020 21:34	<a href="#">WG1507886</a>
Zinc	56.9		0.964	5.13	1	07/14/2020 21:34	<a href="#">WG1507886</a>

Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
TPHG C5 - C12	U		0.0341	0.103	1	07/14/2020 16:59	<a href="#">WG1508563</a>
(S) o,a,a-Trifluorotoluene(FID)	103			59.0-128		07/14/2020 16:59	<a href="#">WG1508563</a>

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
C12-C22 Hydrocarbons	U		0.752	4.10	1	07/15/2020 08:47	<a href="#">WG1508886</a>
C22-C32 Hydrocarbons	U		1.36	4.10	1	07/15/2020 08:47	<a href="#">WG1508886</a>
C32-C40 Hydrocarbons	3.86	J	1.36	4.10	1	07/15/2020 08:47	<a href="#">WG1508886</a>
(S) o-Terphenyl	82.9			18.0-148		07/15/2020 08:47	<a href="#">WG1508886</a>

Pesticides (GC) by Method 8081

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Aldrin	U		0.00386	0.0205	1	07/15/2020 17:17	<a href="#">WG1509187</a>
Alpha BHC	U		0.00378	0.0205	1	07/15/2020 17:17	<a href="#">WG1509187</a>
Beta BHC	U		0.00389	0.0205	1	07/15/2020 17:17	<a href="#">WG1509187</a>
Delta BHC	U		0.00355	0.0205	1	07/15/2020 17:17	<a href="#">WG1509187</a>
Gamma BHC	U		0.00353	0.0205	1	07/15/2020 17:17	<a href="#">WG1509187</a>
4,4-DDD	U		0.00380	0.0205	1	07/15/2020 17:17	<a href="#">WG1509187</a>
4,4-DDE	U		0.00376	0.0205	1	07/15/2020 17:17	<a href="#">WG1509187</a>
4,4-DDT	U		0.00643	0.0205	1	07/15/2020 17:17	<a href="#">WG1509187</a>
Dieldrin	U		0.00353	0.0205	1	07/15/2020 17:17	<a href="#">WG1509187</a>

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

COMP A

SAMPLE RESULTS - 01

ONE LAB. NATIONWIDE.



Collected date/time: 07/08/20 00:00

L1238560

Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Endosulfan I	U		0.00372	0.0205	1	07/15/2020 17:17	WG1509187
Endosulfan II	U		0.00344	0.0205	1	07/15/2020 17:17	WG1509187
Endosulfan sulfate	U		0.00374	0.0205	1	07/15/2020 17:17	WG1509187
Endrin	U		0.00359	0.0205	1	07/15/2020 17:17	WG1509187
Endrin aldehyde	U		0.00348	0.0205	1	07/15/2020 17:17	WG1509187
Endrin ketone	U		0.00730	0.0205	1	07/15/2020 17:17	WG1509187
Heptachlor	U		0.00439	0.0205	1	07/15/2020 17:17	WG1509187
Heptachlor epoxide	U		0.00348	0.0205	1	07/15/2020 17:17	WG1509187
Hexachlorobenzene	U		0.00355	0.0205	1	07/15/2020 17:17	WG1509187
Methoxychlor	U		0.00497	0.0205	1	07/15/2020 17:17	WG1509187
Chlordane	U		0.106	0.308	1	07/15/2020 17:17	WG1509187
Toxaphene	U		0.127	0.410	1	07/15/2020 17:17	WG1509187
(S) Decachlorobiphenyl	73.8			10.0-135		07/15/2020 17:17	WG1509187
(S) Tetrachloro-m-xylene	77.6			10.0-139		07/15/2020 17:17	WG1509187

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

Polychlorinated Biphenyls (GC) by Method 8082

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1016	U		0.0121	0.0349	1	07/15/2020 12:10	WG1509187
PCB 1221	U		0.0121	0.0349	1	07/15/2020 12:10	WG1509187
PCB 1232	U		0.0121	0.0349	1	07/15/2020 12:10	WG1509187
PCB 1242	U		0.0121	0.0349	1	07/15/2020 12:10	WG1509187
PCB 1248	U		0.00757	0.0174	1	07/15/2020 12:10	WG1509187
PCB 1254	U		0.00757	0.0174	1	07/15/2020 12:10	WG1509187
PCB 1260	U		0.00757	0.0174	1	07/15/2020 12:10	WG1509187
(S) Decachlorobiphenyl	95.7			10.0-135		07/15/2020 12:10	WG1509187
(S) Tetrachloro-m-xylene	97.8			10.0-139		07/15/2020 12:10	WG1509187

Semi Volatile Organic Compounds (GC/MS) by Method 8270C-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U		0.00236	0.00616	1	07/14/2020 05:50	WG1508252
Acenaphthene	U		0.00214	0.00616	1	07/14/2020 05:50	WG1508252
Acenaphthylene	U		0.00222	0.00616	1	07/14/2020 05:50	WG1508252
Benzo(a)anthracene	U		0.00178	0.00616	1	07/14/2020 05:50	WG1508252
Benzo(a)pyrene	U		0.00184	0.00616	1	07/14/2020 05:50	WG1508252
Benzo(b)fluoranthene	U		0.00157	0.00616	1	07/14/2020 05:50	WG1508252
Benzo(g,h,i)perylene	U		0.00182	0.00616	1	07/14/2020 05:50	WG1508252
Benzo(k)fluoranthene	U		0.00221	0.00616	1	07/14/2020 05:50	WG1508252
Chrysene	U		0.00238	0.00616	1	07/14/2020 05:50	WG1508252
Dibenz(a,h)anthracene	U		0.00176	0.00616	1	07/14/2020 05:50	WG1508252
Fluoranthene	U		0.00233	0.00616	1	07/14/2020 05:50	WG1508252
Fluorene	U		0.00210	0.00616	1	07/14/2020 05:50	WG1508252
Indeno(1,2,3-cd)pyrene	U		0.00186	0.00616	1	07/14/2020 05:50	WG1508252
Naphthalene	U		0.00419	0.0205	1	07/14/2020 05:50	WG1508252
Phenanthrene	U		0.00237	0.00616	1	07/14/2020 05:50	WG1508252
Pyrene	U		0.00205	0.00616	1	07/14/2020 05:50	WG1508252
1-Methylnaphthalene	U		0.00461	0.0205	1	07/14/2020 05:50	WG1508252
2-Methylnaphthalene	U		0.00438	0.0205	1	07/14/2020 05:50	WG1508252
2-Chloronaphthalene	U		0.00478	0.0205	1	07/14/2020 05:50	WG1508252
(S) p-Terphenyl-d14	79.9			23.0-120		07/14/2020 05:50	WG1508252
(S) Nitrobenzene-d5	125			14.0-149		07/14/2020 05:50	WG1508252
(S) 2-Fluorobiphenyl	88.5			34.0-125		07/14/2020 05:50	WG1508252

COMP B

Collected date/time: 07/08/20 00:00

SAMPLE RESULTS - 02

L1238560

ONE LAB. NATIONWIDE.



Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	96.4		1	07/15/2020 13:53	<a href="#">WG1508931</a>

1 Cp

2 Tc

Mercury by Method 7471A

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis date / time	Batch
Mercury	U		0.0187	0.0415	1	07/13/2020 17:28	<a href="#">WG1507947</a>

3 Ss

4 Cn

Metals (ICP) by Method 6010B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis date / time	Batch
Antimony	U		0.519	2.07	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Arsenic	7.34		0.477	2.07	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Barium	297		0.249	0.519	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Beryllium	0.459		0.0830	0.207	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Cadmium	0.155	J	0.0840	0.519	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Chromium	34.1		0.259	1.04	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Cobalt	12.1		0.239	1.04	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Copper	26.1		0.525	2.07	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Lead	9.94		0.216	0.519	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Molybdenum	0.536		0.207	0.519	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Nickel	37.9		0.508	2.07	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Selenium	1.95	J	0.640	2.07	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Silver	U		0.237	1.04	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Thallium	U		0.367	2.07	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Vanadium	63.3		0.713	2.07	1	07/14/2020 21:37	<a href="#">WG1507886</a>
Zinc	58.2		0.974	5.19	1	07/14/2020 21:37	<a href="#">WG1507886</a>

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis date / time	Batch
TPHG C5 - C12	U		0.0344	0.104	1	07/14/2020 17:20	<a href="#">WG1508563</a>
(S) a,a,a-Trifluorotoluene(FID)	105			59.0-128		07/14/2020 17:20	<a href="#">WG1508563</a>

Semi-Volatile Organic Compounds (GC) by Method 8015

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis date / time	Batch
C12-C22 Hydrocarbons	U		0.760	4.15	1	07/15/2020 09:00	<a href="#">WG1508886</a>
C22-C32 Hydrocarbons	1.98	J	1.38	4.15	1	07/15/2020 09:00	<a href="#">WG1508886</a>
C32-C40 Hydrocarbons	5.49		1.38	4.15	1	07/15/2020 09:00	<a href="#">WG1508886</a>
(S) o-Terphenyl	82.4			18.0-148		07/15/2020 09:00	<a href="#">WG1508886</a>

Pesticides (GC) by Method 8081

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis date / time	Batch
Aldrin	U		0.00390	0.0207	1	07/15/2020 17:30	<a href="#">WG1509187</a>
Alpha BHC	U		0.00382	0.0207	1	07/15/2020 17:30	<a href="#">WG1509187</a>
Beta BHC	U		0.00393	0.0207	1	07/15/2020 17:30	<a href="#">WG1509187</a>
Delta BHC	U		0.00359	0.0207	1	07/15/2020 17:30	<a href="#">WG1509187</a>
Gamma BHC	U		0.00357	0.0207	1	07/15/2020 17:30	<a href="#">WG1509187</a>
4,4-DDD	U		0.00384	0.0207	1	07/15/2020 17:30	<a href="#">WG1509187</a>
4,4-DDE	U		0.00380	0.0207	1	07/15/2020 17:30	<a href="#">WG1509187</a>
4,4-DDT	U		0.00650	0.0207	1	07/15/2020 17:30	<a href="#">WG1509187</a>
Dieldrin	U		0.00357	0.0207	1	07/15/2020 17:30	<a href="#">WG1509187</a>

COMP B

SAMPLE RESULTS - 02

ONE LAB. NATIONWIDE.



Collected date/time: 07/08/20 00:00

L1238560

Pesticides (GC) by Method 8081

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Endosulfan I	U		0.00377	0.0207	1	07/15/2020 17:30	WG1509187
Endosulfan II	U		0.00347	0.0207	1	07/15/2020 17:30	WG1509187
Endosulfan sulfate	U		0.00378	0.0207	1	07/15/2020 17:30	WG1509187
Endrin	U		0.00363	0.0207	1	07/15/2020 17:30	WG1509187
Endrin aldehyde	U		0.00352	0.0207	1	07/15/2020 17:30	WG1509187
Endrin ketone	U		0.00738	0.0207	1	07/15/2020 17:30	WG1509187
Heptachlor	U		0.00444	0.0207	1	07/15/2020 17:30	WG1509187
Heptachlor epoxide	U		0.00352	0.0207	1	07/15/2020 17:30	WG1509187
Hexachlorobenzene	U		0.00359	0.0207	1	07/15/2020 17:30	WG1509187
Methoxychlor	U		0.00502	0.0207	1	07/15/2020 17:30	WG1509187
Chlordane	U		0.107	0.311	1	07/15/2020 17:30	WG1509187
Toxaphene	U		0.129	0.415	1	07/15/2020 17:30	WG1509187
(S) Decachlorobiphenyl	67.6			10.0-135		07/15/2020 17:30	WG1509187
(S) Tetrachloro-m-xylene	63.7			10.0-139		07/15/2020 17:30	WG1509187

Cp

Tc

Ss

Cn

Sr

Qc

Gl

Al

Sc

Polychlorinated Biphenyls (GC) by Method 8082

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
PCB 1016	U		0.0122	0.0353	1	07/15/2020 12:24	WG1509187
PCB 1221	U		0.0122	0.0353	1	07/15/2020 12:24	WG1509187
PCB 1232	U		0.0122	0.0353	1	07/15/2020 12:24	WG1509187
PCB 1242	U		0.0122	0.0353	1	07/15/2020 12:24	WG1509187
PCB 1248	U		0.00766	0.0176	1	07/15/2020 12:24	WG1509187
PCB 1254	U		0.00766	0.0176	1	07/15/2020 12:24	WG1509187
PCB 1260	U		0.00766	0.0176	1	07/15/2020 12:24	WG1509187
(S) Decachlorobiphenyl	69.2			10.0-135		07/15/2020 12:24	WG1509187
(S) Tetrachloro-m-xylene	72.4			10.0-139		07/15/2020 12:24	WG1509187

Semi Volatile Organic Compounds (GC/MS) by Method 8270C-SIM

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
Anthracene	U		0.00239	0.00622	1	07/14/2020 06:11	WG1508252
Acenaphthene	U		0.00217	0.00622	1	07/14/2020 06:11	WG1508252
Acenaphthylene	U		0.00224	0.00622	1	07/14/2020 06:11	WG1508252
Benzo(a)anthracene	U		0.00179	0.00622	1	07/14/2020 06:11	WG1508252
Benzo(a)pyrene	U		0.00186	0.00622	1	07/14/2020 06:11	WG1508252
Benzo(b)fluoranthene	U		0.00159	0.00622	1	07/14/2020 06:11	WG1508252
Benzo(g,h,i)perylene	U		0.00184	0.00622	1	07/14/2020 06:11	WG1508252
Benzo(k)fluoranthene	U		0.00223	0.00622	1	07/14/2020 06:11	WG1508252
Chrysene	U		0.00241	0.00622	1	07/14/2020 06:11	WG1508252
Dibenz(a,h)anthracene	U		0.00178	0.00622	1	07/14/2020 06:11	WG1508252
Fluoranthene	U		0.00235	0.00622	1	07/14/2020 06:11	WG1508252
Fluorene	U		0.00213	0.00622	1	07/14/2020 06:11	WG1508252
Indeno(1,2,3-cd)pyrene	U		0.00188	0.00622	1	07/14/2020 06:11	WG1508252
Naphthalene	U		0.00423	0.0207	1	07/14/2020 06:11	WG1508252
Phenanthrene	U		0.00240	0.00622	1	07/14/2020 06:11	WG1508252
Pyrene	U		0.00207	0.00622	1	07/14/2020 06:11	WG1508252
1-Methylnaphthalene	U		0.00466	0.0207	1	07/14/2020 06:11	WG1508252
2-Methylnaphthalene	U		0.00443	0.0207	1	07/14/2020 06:11	WG1508252
2-Chloronaphthalene	U		0.00483	0.0207	1	07/14/2020 06:11	WG1508252
(S) p-Terphenyl-d14	91.8			23.0-120		07/14/2020 06:11	WG1508252
(S) Nitrobenzene-d5	134			14.0-149		07/14/2020 06:11	WG1508252
(S) 2-Fluorobiphenyl	93.7			34.0-125		07/14/2020 06:11	WG1508252



Collected date/time: 07/08/20 16:20

L1238560

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis	Batch
	%			date / time	
Total Solids	97.8		1	07/15/2020 13:53	WG1508931

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Acetone	U		0.0414	0.0567	1.11	07/13/2020 23:03	WG1508448
Acrylonitrile	U		0.00410	0.0142	1.11	07/13/2020 23:03	WG1508448
Benzene	U		0.000530	0.00113	1.11	07/13/2020 23:03	WG1508448
Bromobenzene	U		0.00102	0.0142	1.11	07/13/2020 23:03	WG1508448
Bromodichloromethane	U		0.000823	0.00284	1.11	07/13/2020 23:03	WG1508448
Bromoform	U		0.00133	0.0284	1.11	07/13/2020 23:03	WG1508448
Bromomethane	U		0.00224	0.0142	1.11	07/13/2020 23:03	WG1508448
n-Butylbenzene	U		0.00596	0.0142	1.11	07/13/2020 23:03	WG1508448
sec-Butylbenzene	U		0.00327	0.0142	1.11	07/13/2020 23:03	WG1508448
tert-Butylbenzene	U	J4	0.00221	0.00567	1.11	07/13/2020 23:03	WG1508448
Carbon tetrachloride	U	J4	0.00102	0.00567	1.11	07/13/2020 23:03	WG1508448
Chlorobenzene	U		0.000238	0.00284	1.11	07/13/2020 23:03	WG1508448
Chlorodibromomethane	U		0.000694	0.00284	1.11	07/13/2020 23:03	WG1508448
Chloroethane	U		0.00193	0.00567	1.11	07/13/2020 23:03	WG1508448
Chloroform	U		0.00117	0.00284	1.11	07/13/2020 23:03	WG1508448
Chloromethane	U		0.00494	0.0142	1.11	07/13/2020 23:03	WG1508448
2-Chlorotoluene	U		0.000981	0.00284	1.11	07/13/2020 23:03	WG1508448
4-Chlorotoluene	U		0.000511	0.00567	1.11	07/13/2020 23:03	WG1508448
1,2-Dibromo-3-Chloropropane	U		0.00443	0.0284	1.11	07/13/2020 23:03	WG1508448
1,2-Dibromoethane	U		0.000735	0.00284	1.11	07/13/2020 23:03	WG1508448
Dibromomethane	U		0.000852	0.00567	1.11	07/13/2020 23:03	WG1508448
1,2-Dichlorobenzene	U		0.000483	0.00567	1.11	07/13/2020 23:03	WG1508448
1,3-Dichlorobenzene	U		0.000681	0.00567	1.11	07/13/2020 23:03	WG1508448
1,4-Dichlorobenzene	U		0.000794	0.00567	1.11	07/13/2020 23:03	WG1508448
Dichlorodifluoromethane	U		0.00183	0.00284	1.11	07/13/2020 23:03	WG1508448
1,1-Dichloroethane	U		0.000557	0.00284	1.11	07/13/2020 23:03	WG1508448
1,2-Dichloroethane	U		0.000736	0.00284	1.11	07/13/2020 23:03	WG1508448
1,1-Dichloroethene	U		0.000688	0.00284	1.11	07/13/2020 23:03	WG1508448
cis-1,2-Dichloroethene	U		0.000833	0.00284	1.11	07/13/2020 23:03	WG1508448
trans-1,2-Dichloroethene	U		0.00118	0.00567	1.11	07/13/2020 23:03	WG1508448
1,2-Dichloropropane	U		0.00162	0.00567	1.11	07/13/2020 23:03	WG1508448
1,1-Dichloropropene	U		0.000918	0.00284	1.11	07/13/2020 23:03	WG1508448
1,3-Dichloropropane	U		0.000568	0.00567	1.11	07/13/2020 23:03	WG1508448
cis-1,3-Dichloropropene	U		0.000859	0.00284	1.11	07/13/2020 23:03	WG1508448
trans-1,3-Dichloropropene	U		0.00130	0.00567	1.11	07/13/2020 23:03	WG1508448
2,2-Dichloropropane	U		0.00156	0.00284	1.11	07/13/2020 23:03	WG1508448
Di-isopropyl ether	U		0.000465	0.00113	1.11	07/13/2020 23:03	WG1508448
Ethylbenzene	U		0.000836	0.00284	1.11	07/13/2020 23:03	WG1508448
Hexachloro-1,3-butadiene	U		0.00681	0.0284	1.11	07/13/2020 23:03	WG1508448
Isopropylbenzene	U		0.000483	0.00284	1.11	07/13/2020 23:03	WG1508448
p-Isopropyltoluene	U	J4	0.00289	0.00567	1.11	07/13/2020 23:03	WG1508448
2-Butanone (MEK)	0.120		0.0721	0.113	1.11	07/13/2020 23:03	WG1508448
Methylene Chloride	U		0.00753	0.0284	1.11	07/13/2020 23:03	WG1508448
4-Methyl-2-pentanone (MIBK)	U		0.00259	0.0284	1.11	07/13/2020 23:03	WG1508448
Methyl tert-butyl ether	U		0.000398	0.00113	1.11	07/13/2020 23:03	WG1508448
Naphthalene	U		0.00554	0.0142	1.11	07/13/2020 23:03	WG1508448
n-Propylbenzene	U		0.00107	0.00567	1.11	07/13/2020 23:03	WG1508448
Styrene	0.000398	J	0.000260	0.0142	1.11	07/13/2020 23:03	WG1508448
1,1,1,2-Tetrachloroethane	U		0.00107	0.00284	1.11	07/13/2020 23:03	WG1508448
1,1,2,2-Tetrachloroethane	U		0.000788	0.00284	1.11	07/13/2020 23:03	WG1508448

Cp  
2 Tc  
3 Ss  
1 Cn  
5 Sr  
6 Qc  
7 Gl  
8 Al  
9 Sc

A2

## SAMPLE RESULTS - 03

ONE LAB. NATIONWIDE



Collected date/time: 07/08/20 16:20

L1238560

## Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
1,1,2-Trichlorotrifluoroethane	U		0.000856	0.00284	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
Tetrachloroethene	U		0.00102	0.00284	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
Toluene	0.00168	J	0.00147	0.00567	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
1,2,3-Trichlorobenzene	U		0.00832	0.0142	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
1,2,4-Trichlorobenzene	U		0.00499	0.0142	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
1,1,1-Trichloroethane	U		0.00104	0.00284	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
1,1,2-Trichloroethane	U		0.000678	0.00284	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
Trichloroethene	U		0.000662	0.00113	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
Trichlorofluoromethane	U		0.000939	0.00284	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
1,2,3-Trichloropropane	U		0.00184	0.0142	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
1,2,4-Trimethylbenzene	U		0.00179	0.00567	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
1,2,3-Trimethylbenzene	U		0.00179	0.00567	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
1,3,5-Trimethylbenzene	U		0.00227	0.00567	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
Vinyl chloride	U		0.00132	0.00284	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
Xylenes, Total	U		0.000999	0.00738	1.11	07/13/2020 23:03	<a href="#">WG1508448</a>
<i>(S) Toluene-d8</i>	103			75.0-131		07/13/2020 23:03	<a href="#">WG1508448</a>
<i>(S) 4-Bromofluorobenzene</i>	91.8			67.0-138		07/13/2020 23:03	<a href="#">WG1508448</a>
<i>(S) 1,2-Dichloroethane-d4</i>	92.7			70.0-130		07/13/2020 23:03	<a href="#">WG1508448</a>





Collected date/time: 07/08/20 16:45

L1238560

Total Solids by Method 2540 G-2011

Analyte	Result	Qualifier	Dilution	Analysis date / time	Batch
Total Solids	97.1		1	07/15/2020 13:53	<a href="#">WG1508931</a>

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry)	Qualifier	MDL (dry)	RDL (dry)	Dilution	Analysis date / time	Batch
	mg/kg		mg/kg	mg/kg			
Acetone	U		0.0376	0.0515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Acrylonitrile	U		0.00372	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Benzene	U		0.000481	0.00103	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Bromobenzene	U		0.000927	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Bromodichloromethane	U		0.000747	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Bromoform	U		0.00121	0.0258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Bromomethane	U		0.00203	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
n-Butylbenzene	U		0.00541	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
sec-Butylbenzene	U		0.00297	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
tert-Butylbenzene	U	J4	0.00201	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Carbon tetrachloride	U	J4	0.000925	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Chlorobenzene	U		0.000216	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Chlorodibromomethane	U		0.000630	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Chloroethane	U		0.00175	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Chloroform	U		0.00106	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Chloromethane	U		0.00448	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
2-Chlorotoluene	U		0.000891	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
4-Chlorotoluene	U		0.000464	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,2-Dibromo-3-Chloropropane	U		0.00402	0.0258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,2-Dibromoethane	U		0.000668	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Dibromomethane	U		0.000773	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,2-Dichlorobenzene	U		0.000438	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,3-Dichlorobenzene	U		0.000618	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,4-Dichlorobenzene	U		0.000721	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Dichlorodifluoromethane	U		0.00166	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,1-Dichloroethane	U		0.000506	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,2-Dichloroethane	U		0.000669	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,1-Dichloroethene	U		0.000624	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
cis-1,2-Dichloroethene	U		0.000756	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
trans-1,2-Dichloroethene	U		0.00107	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,2-Dichloropropane	U		0.00146	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,1-Dichloropropene	U		0.000833	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,3-Dichloropropane	U		0.000516	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
cis-1,3-Dichloropropene	U		0.000780	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
trans-1,3-Dichloropropene	U		0.00117	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
2,2-Dichloropropane	U		0.00142	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Di-isopropyl ether	U		0.000422	0.00103	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Ethylbenzene	U		0.000759	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Hexachloro-1,3-butadiene	U		0.00618	0.0258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Isopropylbenzene	U		0.000438	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
p-Isopropyltoluene	U	J4	0.00263	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
2-Butanone (MEK)	0.111		0.0654	0.103	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Methylene Chloride	U		0.00684	0.0258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
4-Methyl-2-pentanone (MIBK)	U		0.00235	0.0258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Methyl tert-butyl ether	U		0.000361	0.00103	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Naphthalene	U		0.00503	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
n-Propylbenzene	U		0.000979	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Styrene	U		0.000236	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,1,1,2-Tetrachloroethane	U		0.000977	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,1,2,2-Tetrachloroethane	U		0.000716	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>

Cp

Tc

Ss

Cn

Sr

Qc

Gl

Al

Sc

B3

SAMPLE RESULTS - 04

ONE LAB. NATIONWIDE.



Collected date/time: 07/08/20 16:45

L1238560

Volatile Organic Compounds (GC/MS) by Method 8260B

Analyte	Result (dry) mg/kg	Qualifier	MDL (dry) mg/kg	RDL (dry) mg/kg	Dilution	Analysis date / time	Batch
1,1,2-Trichlorotrifluoroethane	U		0.000777	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Tetrachloroethene	U		0.000923	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Toluene	U		0.00134	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,2,3-Trichlorobenzene	U		0.00755	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,2,4-Trichlorobenzene	U		0.00453	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,1,1-Trichloroethane	U		0.000951	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,1,2-Trichloroethane	U		0.000615	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Trichloroethene	U		0.000602	0.00103	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Trichlorofluoromethane	U		0.000852	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,2,3-Trichloropropane	U		0.00167	0.0129	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,2,4-Trimethylbenzene	U		0.00163	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,2,3-Trimethylbenzene	U		0.00163	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
1,3,5-Trimethylbenzene	U		0.00206	0.00515	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Vinyl chloride	U		0.00120	0.00258	1	07/13/2020 23:22	<a href="#">WG1508448</a>
Xylenes, Total	U		0.000907	0.00670	1	07/13/2020 23:22	<a href="#">WG1508448</a>
<i>(S) Toluene-d8</i>	101			75.0-131		07/13/2020 23:22	<a href="#">WG1508448</a>
<i>(S) 4-Bromofluorobenzene</i>	94.1			67.0-138		07/13/2020 23:22	<a href="#">WG1508448</a>
<i>(S) 1,2-Dichloroethane-d4</i>	91.7			70.0-130		07/13/2020 23:22	<a href="#">WG1508448</a>

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

# WG1508929

Total Solids by Method 2540 G-2011

## QUALITY CONTROL SUMMARY

L1238550-01

ONE LAB. NATIONWIDE.

### Method Blank (MB)

(MB) R3550069-1 07/15/20 17:10

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
	%	%	%	%
Total Solids	0.000			

### L1238559-02 Original Sample (OS) • Duplicate (DUP)

(OS) L1238559-02 07/15/20 17:10 • (DUP) R3550069-3 07/15/20 17:10

Analyte	Original Result	DUP Result	Dilution	DUP RPD	DUP RPD Limits
	%	%		%	%
Total Solids	88.1	88.2	1	0.105	10

### Laboratory Control Sample (LCS)

(LCS) R3550069-2 07/15/20 17:10

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
	%	%	%	%	
Total Solids	50.0	50.0	100	85.0-115	

CP

2 Tc

3 Ss

4 Cn

5 Sr

5 Qc

7 GI

8 AI

9 Sc

# WG1508931

Total Solids by Method 2540 G-2011

## QUALITY CONTROL SUMMARY

L1238560-02.03.04

ONE LAB. NATIONWIDE.



### Method Blank (MB)

(MB) R3550039-1 07/15/20 13:53

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
Total Solids	%	%	%	%
Total Solids	0.000			

### L1238654-06 Original Sample (OS) • Duplicate (DUP)

(OS) L1238654-06 07/15/20 13:53 • (DUP) R3550039-3 07/15/20 13:53

Analyte	Original Result	DUP Result	Dilution	DUP RPD	DUP Qualifier	DUP RPD Limits
Total Solids	%	%		%		%
Total Solids	90.8	92.0	1	1.37		10

### Laboratory Control Sample (LCS)

(LCS) R3550039-2 07/15/20 13:53

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
Total Solids	%	%	%	%	
Total Solids	50.0	50.0	100	85.0-115	

1 CP	2 Tc	3 Ss	4 Cn	5 Sr	6 Qc	7 GI	8 AI	9 Sc
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Method Blank (MB)

(MB) R3549051-1 07/13/20 16:41

Analyte	MB Result	MB Qualifier	MB MDL	MB RDL
Mercury	mg/kg U	mg/kg 0.0180	mg/kg 0.0400	mg/kg 0.0400

Laboratory Control Sample (LCS)

(LCS) R3549051-2 07/13/20 16:43

Analyte	Spike Amount	LCS Result	LCS Rec.	Rec. Limits	LCS Qualifier
Mercury	mg/kg 0.500	mg/kg 0.527	% 105	% 80.0-120	

L1238537-06 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1238537-06 07/13/20 16:45 • (MS) R3549051-3 07/13/20 16:48 • (MSD) R3549051-4 07/13/20 16:50

Analyte	Spike Amount	Original Result	MS Result	MSD Result	Dilution	Rec. Limits	MS Qualifier	MSD Qualifier	RPD	RPD Limits
Mercury	mg/kg 0.500	mg/kg U	mg/kg 0.415	mg/kg 0.486	1	% 75.0-125	% 82.9	% 97.2	% 15.8	% 20

# WG1507886

Metals (ICP) by Method 6010B

## QUALITY CONTROL SUMMARY

L1238560-01.02

ONE LAB. NATIONWIDE.



### Method Blank (MB)

(MB) R3549477-1 07/14/20 20:58

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Antimony	U		0.500	2.00
Arsenic	U		0.460	2.00
Barium	U		0.240	0.500
Beryllium	U		0.0800	0.200
Cadmium	U		0.0810	0.500
Chromium	U		0.250	1.00
Cobalt	U		0.230	1.00
Copper	U		0.506	2.00
Lead	U		0.208	0.500
Molybdenum	U		0.200	0.500
Nickel	U		0.490	2.00
Selenium	U		0.617	2.00
Silver	U		0.228	1.00
Thallium	U		0.354	2.00
Vanadium	U		0.687	2.00
Zinc	U		0.939	5.00

### Laboratory Control Sample (LCS)

(LCS) R3549477-2 07/14/20 21:01

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Antimony	100	96.2	96.2	80.0-120	
Arsenic	100	95.7	95.7	80.0-120	
Barium	100	99.6	99.6	80.0-120	
Beryllium	100	96.2	96.2	80.0-120	
Cadmium	100	95.0	95.0	80.0-120	
Chromium	100	97.8	97.8	80.0-120	
Cobalt	100	100	100	80.0-120	
Copper	100	97.1	97.1	80.0-120	
Lead	100	97.4	97.4	80.0-120	
Molybdenum	100	101	101	80.0-120	
Nickel	100	99.9	99.9	80.0-120	
Selenium	100	99.4	99.4	80.0-120	
Silver	20.0	18.7	93.6	80.0-120	
Thallium	100	96.3	96.3	80.0-120	
Vanadium	100	101	101	80.0-120	
Zinc	100	96.1	96.1	80.0-120	

ACCOUNT:

Rosso Environmental, Inc. - Berkeley, CA

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# WG1507886

Metals (ICP) by Method 6010B

## QUALITY CONTROL SUMMARY

L1238560-01.02

ONE LAB. NATIONWIDE.

### L1238710-18 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1238710-18 07/14/20 21:03 • (MS) R3549477-5 07/14/20 21:12 • (MSD) R3549477-6 07/14/20 21:14

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Antimony	100	0.540	57.7	59.3	57.1	58.7	1	75.0-125	J6	J6	2.77	20
Arsenic	100	5.95	94.1	95.4	88.2	89.5	1	75.0-125			1.34	20
Barium	100	82.6	188	224	106	141	1	75.0-125		J5	17.2	20
Beryllium	100	0.173	89.7	91.2	89.5	91.0	1	75.0-125			1.61	20
Cadmium	100	0.0933	89.4	90.5	89.3	90.4	1	75.0-125			1.14	20
Chromium	100	22.1	111	116	89.3	94.1	1	75.0-125			4.17	20
Cobalt	100	12.6	108	110	94.9	97.0	1	75.0-125			1.93	20
Copper	100	9.61	99.8	101	90.2	91.6	1	75.0-125			1.41	20
Lead	100	2.21	94.2	95.6	92.0	93.4	1	75.0-125			1.47	20
Molybdenum	100	0.968	90.6	91.7	89.7	90.8	1	75.0-125			1.22	20
Nickel	100	7.06	103	104	96.1	97.3	1	75.0-125			1.13	20
Selenium	100	U	93.8	95.1	93.8	95.1	1	75.0-125			1.29	20
Silver	20.0	U	17.3	17.5	86.4	87.4	1	75.0-125			1.12	20
Thallium	100	U	88.6	89.7	88.6	89.7	1	75.0-125			1.16	20
Vanadium	100	51.8	142	142	90.6	90.6	1	75.0-125			0.0107	20
Zinc	100	18.7	109	111	90.3	92.2	1	75.0-125			1.72	20

Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 GI
8 AI
9 Sc



Method Blank (MB)

(MB) R3549505-2 07/14/20 11:20

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
TPHG C5 - C12	U	0.0332	0.100	0.100
(S) <i>o,o</i> -Trifluorotoluene(FID)	108		77.0-120	77.0-120

Laboratory Control Sample (LCS)

(LCS) R3549505-1 07/14/20 10:12

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
TPHG C5 - C12	5.50	6.30	115	72.0-125	
(S) <i>o,o</i> -Trifluorotoluene(FID)			102	77.0-120	

1 CP
2 TC
3 Ss
4 Cn
5 Sr
6 Qc
7 GI
8 AI
9 Sc

# WG1508448

Volatile Organic Compounds (GC/MS) by Method 8260B

## QUALITY CONTROL SUMMARY

L1238560-03.04

ONE LAB, NATIONWIDE.



### Method Blank (MB)

(MB) R3550389-2 07/13/20 19:46

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Acetone	U		0.0365	0.0500
Acrylonitrile	U		0.00361	0.0125
Benzene	U		0.000467	0.00100
Bromobenzene	U		0.000900	0.0125
Bromodichloromethane	U		0.000725	0.00250
Bromoform	U		0.00117	0.0250
Bromomethane	U		0.00197	0.0125
n-Butylbenzene	U		0.00525	0.0125
sec-Butylbenzene	U		0.00288	0.0125
tert-Butylbenzene	U		0.00195	0.00500
Carbon tetrachloride	U		0.000898	0.00500
Chlorobenzene	U		0.000210	0.00250
Chlorodibromomethane	U		0.000612	0.00250
Chloroethane	U		0.00170	0.00500
Chloroform	U		0.00103	0.00250
Chloromethane	U		0.00435	0.0125
2-Chlorotoluene	U		0.000865	0.00250
4-Chlorotoluene	U		0.000450	0.00500
1,2-Dibromo-3-Chloropropane	U		0.00390	0.0250
1,2-Dibromoethane	U		0.000648	0.00250
Dibromomethane	U		0.000750	0.00500
1,2-Dichlorobenzene	U		0.000425	0.00500
1,3-Dichlorobenzene	U		0.000600	0.00500
1,4-Dichlorobenzene	U		0.000700	0.00500
Dichlorodifluoromethane	U		0.00161	0.00250
1,1-Dichloroethane	U		0.000491	0.00250
1,2-Dichloroethane	U		0.000649	0.00250
1,1-Dichloroethene	U		0.000606	0.00250
cis-1,2-Dichloroethene	U		0.000734	0.00250
trans-1,2-Dichloroethene	U		0.00104	0.00500
1,2-Dichloropropane	U		0.00142	0.00500
1,1-Dichloropropene	U		0.000809	0.00250
1,3-Dichloropropane	U		0.000501	0.00500
cis-1,3-Dichloropropene	U		0.000757	0.00250
trans-1,3-Dichloropropene	U		0.00114	0.00500
2,2-Dichloropropane	U		0.00138	0.00250
Di-isopropyl ether	U		0.000410	0.00100
Ethylbenzene	U		0.000737	0.00250
Hexachloro-1,3-butadiene	U		0.00600	0.0250
Isopropylbenzene	U		0.000425	0.00250

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Method Blank (MB)

(MB) R3550389-2 07/13/20 19:46

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
p-Isopropyltoluene	U		0.00255	0.00500
2-Butanone (MEK)	U		0.0635	0.100
Methylene Chloride	U		0.00664	0.0250
4-Methyl-2-pentanone (MIBK)	U		0.00228	0.0250
Methyl tert-butyl ether	U		0.000350	0.0100
Naphthalene	U		0.00488	0.0125
n-Propylbenzene	U		0.000950	0.00500
Styrene	U		0.000229	0.0125
1,1,2-Tetrachloroethane	U		0.000948	0.00250
1,1,2,2-Tetrachloroethane	U		0.000695	0.00250
Tetrachloroethene	U		0.000896	0.00250
Toluene	U		0.00130	0.00500
1,1,2-Trichlorotrifluoroethane	U		0.000754	0.00250
1,2,3-Trichlorobenzene	U		0.00733	0.0125
1,2,4-Trichlorobenzene	U		0.00440	0.0125
1,1,1-Trichloroethane	U		0.000923	0.00250
1,1,2-Trichloroethane	U		0.000597	0.00250
Trichloroethene	U		0.000584	0.0100
Trichlorofluoromethane	U		0.000827	0.00250
1,2,3-Trichloropropane	U		0.00162	0.0125
1,2,3-Trimethylbenzene	U		0.00158	0.00500
1,2,4-Trimethylbenzene	U		0.00158	0.00500
1,3,5-Trimethylbenzene	U		0.00200	0.00500
Vinyl chloride	U		0.00116	0.00250
Xylenes, Total	U		0.000880	0.00650
(S) Toluene-d8	102			75.0-131
(S) 4-Bromofluorobenzene	92.6			67.0-138
(S) 1,2-Dichloroethane-d4	92.3			70.0-130

Laboratory Control Sample (LCS)

(LCS) R3550389-1 07/13/20 18:50

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %
Acetone	0.625	0.243	38.9	10.0-160
Acrylonitrile	0.625	0.777	124	45.0-153
Benzene	0.125	0.121	96.8	70.0-123
Bromobenzene	0.125	0.121	96.8	73.0-121
Bromochloromethane	0.125	0.124	99.2	73.0-121

Laboratory Control Sample (LCS)

(LCS) R3550389-1 07/13/20 18:50

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Bromoform	0.125	0.140	112	64.0-132	
Bromomethane	0.125	0.115	92.0	56.0-147	
n-Butylbenzene	0.125	0.0970	77.6	68.0-135	
sec-Butylbenzene	0.125	0.0947	75.8	74.0-130	
tert-Butylbenzene	0.125	0.0909	72.7	75.0-127	J4
Carbon tetrachloride	0.125	0.177	142	66.0-128	J4
Chlorobenzene	0.125	0.120	96.0	76.0-128	
Chlorodibromomethane	0.125	0.139	111	74.0-127	
Chloroethane	0.125	0.129	103	61.0-134	
Chloroform	0.125	0.151	121	72.0-123	
Chloromethane	0.125	0.0877	70.2	51.0-138	
2-Chlorotoluene	0.125	0.142	114	75.0-124	
4-Chlorotoluene	0.125	0.125	100	75.0-124	
1,2-Dibromo-3-Chloropropane	0.125	0.106	84.8	59.0-130	
1,2-Dibromoethane	0.125	0.117	93.6	74.0-128	
Dibromomethane	0.125	0.117	93.6	75.0-122	
1,2-Dichlorobenzene	0.125	0.114	91.2	76.0-124	
1,3-Dichlorobenzene	0.125	0.132	106	76.0-125	
1,4-Dichlorobenzene	0.125	0.103	82.4	77.0-121	
Dichlorodifluoromethane	0.125	0.129	103	43.0-156	
1,1-Dichloroethane	0.125	0.149	119	70.0-127	
1,2-Dichloroethane	0.125	0.137	110	65.0-131	
1,1-Dichloroethene	0.125	0.136	109	65.0-131	
cis-1,2-Dichloroethene	0.125	0.111	88.8	73.0-125	
trans-1,2-Dichloroethene	0.125	0.126	101	71.0-125	
1,2-Dichloropropane	0.125	0.122	97.6	74.0-125	
1,1-Dichloropropene	0.125	0.120	96.0	73.0-125	
1,3-Dichloropropene	0.125	0.110	88.0	80.0-125	
cis-1,3-Dichloropropene	0.125	0.110	88.0	76.0-127	
trans-1,3-Dichloropropene	0.125	0.114	91.2	73.0-127	
2,2-Dichloropropane	0.125	0.154	123	59.0-135	
Di-isopropyl ether	0.125	0.0970	77.6	60.0-136	
Ethylbenzene	0.125	0.113	90.4	74.0-126	
Hexachloro-1,3-butadiene	0.125	0.156	125	57.0-150	
Isopropylbenzene	0.125	0.109	87.2	72.0-127	
p-Isopropyltoluene	0.125	0.0867	69.4	72.0-133	
2-Butanone (MEK)	0.625	0.538	86.1	30.0-160	
Methylene Chloride	0.125	0.136	109	68.0-123	
4-Methyl-2-pentanone (MIBK)	0.625	0.613	98.1	56.0-143	
Methyl tert-butyl ether	0.125	0.144	115	66.0-132	



Laboratory Control Sample (LCS)

(LCS) R3550389-1 07/13/20 18:50

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Naphthalene	0.125	0.0828	66.2	59.0-130	
n-Propylbenzene	0.125	0.113	90.4	74.0-126	
Styrene	0.125	0.113	90.4	72.0-127	
1,1,1,2-Tetrachloroethane	0.125	0.0987	79.0	74.0-129	
1,1,2,2-Tetrachloroethane	0.125	0.0918	73.4	68.0-128	
Tetrachloroethene	0.125	0.142	114	70.0-136	
Toluene	0.125	0.113	90.4	75.0-121	
1,1,2-Trichlorotrifluoroethane	0.125	0.140	112	61.0-139	
1,2,3-Trichlorobenzene	0.125	0.0919	73.5	59.0-139	
1,2,4-Trichlorobenzene	0.125	0.115	92.0	62.0-137	
1,1,1-Trichloroethane	0.125	0.117	93.6	69.0-126	
1,1,2-Trichloroethane	0.125	0.132	106	78.0-123	
Trichloroethene	0.125	0.136	109	76.0-126	
Trichlorofluoromethane	0.125	0.161	129	61.0-142	
1,2,3-Trichloropropane	0.125	0.143	114	67.0-129	
1,2,3-Trimethylbenzene	0.125	0.0960	76.8	74.0-124	
1,2,4-Trimethylbenzene	0.125	0.101	80.8	70.0-126	
1,3,5-Trimethylbenzene	0.125	0.116	92.8	73.0-127	
Vinyl chloride	0.125	0.108	86.4	63.0-134	
Xylenes, Total	0.375	0.352	93.9	72.0-127	
(S) Toluene-d8		95.3	95.3	75.0-131	
(S) 4-Bromofluorobenzene		99.3	99.3	67.0-138	
(S) 1,2-Dichloroethane-d4		100	100	70.0-130	



Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) • (MS) R3550389-3 07/14/20 05:21 • (MSD) R3550389-4 07/14/20 05:40

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Acetone	0.625	0.714	0.714	1.49	53.6	151	1	10.0-160		J3	70.5	40
Acrylonitrile	0.625	0.600	0.600	0.855	75.4	107	1	10.0-160			35.0	40
Benzene	0.125	0.135	0.135	0.152	84.4	94.8	1	10.0-149			11.6	37
Bromobenzene	0.125	0.153	0.153	0.170	96.0	106	1	10.0-156			10.3	38
Bromodichloromethane	0.125	0.136	0.136	0.150	84.5	93.3	1	10.0-143			9.78	37
Bromoform	0.125	0.134	0.134	0.159	84.0	100	1	10.0-146			17.4	36
Bromomethane	0.125	0.144	0.144	0.139	90.4	87.2	1	10.0-149			3.60	38
n-Butylbenzene	0.125	0.135	0.135	0.106	84.8	66.5	1	10.0-160			24.2	40
sec-Butylbenzene	0.125	0.138	0.138	0.134	83.2	80.8	1	10.0-159			2.82	39
tert-Butylbenzene	0.125	0.123	0.123	0.125	77.1	78.4	1	10.0-156			1.65	39

# WG1508448

Volatile Organic Compounds (GC/MS) by Method 8260B

## QUALITY CONTROL SUMMARY

L1238560-03.04

ONE LAB. NATIONWIDE.

### Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) • (MS) R3550389-3 07/14/20 05:21 • (MSD) R3550389-4 07/14/20 05:40

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Carbon tetrachloride	0.125	0.184	0.125	0.203	115	127	1	10.0-145			9.90	37
Chlorobenzene	0.125	0.152	0.125	0.159	95.2	100	1	10.0-152			4.92	39
Chlorodibromomethane	0.125	0.164	0.125	0.172	103	108	1	10.0-146			4.55	37
Chloroethane	0.125	0.125	0.125	0.121	78.2	75.8	1	10.0-146			3.22	40
Chloroform	0.125	0.149	0.125	0.172	93.6	108	1	10.0-146			14.3	37
Chloromethane	0.125	0.109	0.125	0.101	68.6	63.5	1	10.0-159			7.63	37
2-Chlorotoluene	0.125	0.177	0.125	0.198	111	124	1	10.0-159			10.9	38
4-Chlorotoluene	0.125	0.157	0.125	0.170	98.4	106	1	10.0-155			7.81	39
1,2-Dibromo-3-Chloropropane	0.125	0.0781	0.125	0.0964	49.0	60.5	1	10.0-151			20.9	39
1,2-Dibromoethane	0.125	0.148	0.125	0.168	92.8	106	1	10.0-148			12.9	34
Dibromomethane	0.125	0.115	0.125	0.147	72.5	92.0	1	10.0-147			23.7	35
1,2-Dichlorobenzene	0.125	0.136	0.125	0.148	85.6	92.8	1	10.0-155			8.07	37
1,3-Dichlorobenzene	0.125	0.163	0.125	0.178	102	112	1	10.0-153			8.96	38
1,4-Dichlorobenzene	0.125	0.120	0.125	0.134	75.0	84.0	1	10.0-151			11.3	38
Dichlorodifluoromethane	0.125	0.168	0.125	0.161	106	101	1	10.0-160			4.65	35
1,1-Dichloroethane	0.125	0.150	0.125	0.178	94.4	112	1	10.0-147			17.1	37
1,2-Dichloroethane	0.125	0.126	0.125	0.164	78.9	103	1	10.0-148			26.7	35
1,1-Dichloroethene	0.125	0.153	0.125	0.157	96.0	98.4	1	10.0-155			2.47	37
cis-1,2-Dichloroethene	0.125	0.115	0.125	0.135	72.5	84.8	1	10.0-149			15.7	37
trans-1,2-Dichloroethene	0.125	0.126	0.125	0.145	79.0	91.2	1	10.0-150			14.3	37
1,2-Dichloropropane	0.125	0.117	0.125	0.162	73.3	102	1	10.0-148			32.4	37
1,1-Dichloropropene	0.125	0.144	0.125	0.161	90.4	101	1	10.0-153			10.9	35
1,3-Dichloropropene	0.125	0.148	0.125	0.155	92.8	97.6	1	10.0-154			5.04	35
cis-1,3-Dichloropropene	0.125	0.143	0.125	0.152	89.6	95.2	1	10.0-151			6.06	37
trans-1,3-Dichloropropene	0.125	0.147	0.125	0.155	92.0	97.6	1	10.0-148			5.91	37
2,2-Dichloropropane	0.125	0.155	0.125	0.178	97.6	112	1	10.0-138			13.7	36
Di-isopropyl ether	0.125	0.0998	0.125	0.114	62.6	71.4	1	10.0-147			13.1	36
Ethylbenzene	0.125	0.159	0.125	0.163	91.1	93.5	1	10.0-160			2.37	38
Hexachloro-1,3-butadiene	0.125	0.235	0.125	0.215	147	135	1	10.0-160			8.50	40
Isopropylbenzene	0.125	0.133	0.125	0.140	82.2	87.0	1	10.0-155			5.61	38
p-Isopropyltoluene	0.125	0.155	0.125	0.155	91.4	91.4	1	10.0-160			0.000	40
2-Butanone (MEK)	0.625	0.695	0.625	0.851	66.2	85.9	1	10.0-160			20.3	40
Methylene Chloride	0.125	0.126	0.125	0.150	79.0	94.4	1	10.0-141			17.8	37
4-Methyl-2-pentanone (MIBK)	0.625	2.71	0.625	2.96	209	239	1	10.0-160	J5	J5	8.54	35
Methyl tert-butyl ether	0.125	0.124	0.125	0.158	77.9	99.2	1	11.0-147			24.0	35
Naphthalene	0.125	0.122	0.125	0.123	49.0	49.5	1	10.0-160			0.728	36
n-Propylbenzene	0.125	0.161	0.125	0.170	94.9	101	1	10.0-158			5.41	38
Styrene	0.125	0.134	0.125	0.148	84.0	92.8	1	10.0-160			9.95	40
1,1,1,2-Tetrachloroethane	0.125	0.111	0.125	0.118	69.4	74.0	1	10.0-149			6.47	39
1,1,2,2-Tetrachloroethane	0.125	0.102	0.125	0.127	64.2	79.8	1	10.0-160			21.8	35

ACCOUNT:

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# WG1508448

Volatile Organic Compounds (GC/MS) by Method 8260B

## QUALITY CONTROL SUMMARY

L1238560-03.04

ONE LAB. NATIONWIDE.

### Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) • (MS) R3550389-3 07/14/20 05:21 • (MSD) R3550389-4 07/14/20 05:40

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Tetrachloroethene	0.125	0.185	0.185	0.185	116	116	1	10.0-156			0.000	39
Toluene	0.125	0.155	0.155	0.162	93.7	97.7	1	10.0-156			4.02	38
1,1,2-Trichlorotrifluoroethane	0.125	0.189	0.189	0.177	118	111	1	10.0-160			6.27	36
1,2,3-Trichlorobenzene	0.125	0.0563	0.0563	0.0487	35.4	30.6	1	10.0-160			14.6	40
1,2,4-Trichlorobenzene	0.125	0.116	0.116	0.116	72.9	73.0	1	10.0-160			0.110	40
1,1,1-Trichloroethane	0.125	0.125	0.125	0.139	78.5	87.2	1	10.0-144			10.5	35
1,1,2-Trichloroethane	0.125	0.172	0.172	0.189	108	118	1	10.0-160			9.19	35
Trichloroethene	0.125	0.168	0.168	0.185	106	116	1	10.0-156			9.39	38
Trichlorofluoromethane	0.125	0.196	0.196	0.199	123	125	1	10.0-160			1.29	40
1,2,3-Trichloropropane	0.125	0.152	0.152	0.195	95.2	122	1	10.0-156			25.0	35
1,2,3-Trimethylbenzene	0.125	0.459	0.459	0.441	130	119	1	10.0-160			3.97	36
1,2,4-Trimethylbenzene	0.125	0.710	0.710	0.686	161	146	1	10.0-160	JS		3.47	36
1,3,5-Trimethylbenzene	0.125	0.414	0.414	0.404	130	124	1	10.0-160			2.49	38
Vinyl chloride	0.125	0.135	0.135	0.133	84.8	83.2	1	10.0-160			1.90	37
Xylenes, Total	0.375	0.684	0.684	0.774	92.5	111	1	10.0-160			12.2	38
(S) Toluene-d8					99.7	97.4		75.0-131				
(S) 4-Bromofluorobenzene					94.6	96.8		67.0-138				
(S) 1,2-Dichloroethane-d4					90.5	97.3		70.0-130				



# QUALITY CONTROL SUMMARY

L1238560-01.02

## WG1508886

Semi-Volatile Organic Compounds (GC) by Method 8015

### Method Blank (MB)

(MB) R3549606-1 07/14/20 23:50

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
C12-C22 Hydrocarbons	U	0.733	4.00	4.00
C22-C32 Hydrocarbons	U	1.33	4.00	4.00
C32-C40 Hydrocarbons	U	1.33	4.00	4.00
(S) o-Terphenyl	94.0		18.0-148	

### Laboratory Control Sample (LCS)

(LCS) R3549606-2 07/15/20 00:03

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
C22-C32 Hydrocarbons	25.0	21.2	84.8	50.0-150	
C12-C22 Hydrocarbons	25.0	24.7	98.8	50.0-150	
(S) o-Terphenyl			99.4	18.0-148	

Cp

Tc

Ss

Cn

Sr

Qc

Gl

Al

Sc

# WG1509187

Pesticides (GC) by Method 8081

## QUALITY CONTROL SUMMARY

L1238560-01.02

ONE LAB. NATIONWIDE.



### Method Blank (MB)

(MB) R3550187-1 07/15/20 13:34

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Aldrin	U		0.00376	0.0200
Alpha BHC	U		0.00368	0.0200
Beta BHC	U		0.00379	0.0200
Delta BHC	U		0.00346	0.0200
Gamma BHC	U		0.00344	0.0200
4,4-DDD	U		0.00370	0.0200
4,4-DDE	U		0.00366	0.0200
4,4-DDT	U		0.00627	0.0200
Dieldrin	U		0.00344	0.0200
Endosulfan I	U		0.00363	0.0200
Endosulfan II	U		0.00335	0.0200
Endosulfan sulfate	U		0.00364	0.0200
Endrin	U		0.00350	0.0200
Endrin aldehyde	U		0.00339	0.0200
Endrin ketone	U		0.00711	0.0200
Heptachlor	U		0.00428	0.0200
Heptachlor epoxide	U		0.00339	0.0200
Hexachlorobenzene	U		0.00346	0.0200
Methoxychlor	U		0.00484	0.0200
Chlordane	U		0.103	0.300
Toxaphene	U		0.124	0.400
(S) Decachlorobiphenyl	77.9			10.0-135
(S) Tetrachloro-m-xylene	74.0			10.0-139

### Laboratory Control Sample (LCS)

(LCS) R3550187-2 07/15/20 13:59

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Aldrin	0.0666	0.0325	48.8	34.0-136	
Alpha BHC	0.0666	0.0306	45.9	34.0-139	
Beta BHC	0.0666	0.0334	50.2	34.0-133	
Delta BHC	0.0666	0.0314	47.1	34.0-135	
Gamma BHC	0.0666	0.0308	46.2	34.0-136	
4,4-DDD	0.0666	0.0281	42.2	33.0-141	
4,4-DDE	0.0666	0.0304	45.6	34.0-134	
4,4-DDT	0.0666	0.0285	42.8	30.0-143	
Dieldrin	0.0666	0.0315	47.3	35.0-137	
Endosulfan I	0.0666	0.0331	49.7	34.0-134	

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Pesticides (GC) by Method 8081

## QUALITY CONTROL SUMMARY

L1238560-01.02

ONE LAB. NATIONWIDE.



### Laboratory Control Sample (LCS)

(LCS) R3550187-2 07/15/20 13:59

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Endosulfan II	0.0666	0.0305	45.8	35.0-132	
Endosulfan sulfate	0.0666	0.0308	46.2	35.0-132	
Endrin	0.0666	0.0327	49.1	34.0-137	
Endrin aldehyde	0.0666	0.0328	49.2	23.0-121	
Endrin ketone	0.0666	0.0306	45.9	35.0-144	
Heptachlor	0.0666	0.0312	46.8	36.0-141	
Heptachlor epoxide	0.0666	0.0310	46.5	36.0-134	
Hexachlorobenzene	0.0666	0.0352	52.9	33.0-129	
Methoxychlor	0.0666	0.0323	48.5	28.0-150	
(S) Decachlorobiphenyl		74.0	74.0	10.0-135	
(S) Tetrachloro-m-xylene		73.4	73.4	10.0-139	

### L1238728-02 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1238728-02 07/15/20 17:55 • (MS) R3550187-3 07/15/20 18:07 • (MSD) R3550187-4 07/15/20 18:19

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Aldrin	0.0936	U	0.0621	0.0805	66.4	86.0	1	20.0-135			25.8	37
Alpha BHC	0.0936	U	0.0731	0.0797	78.1	85.1	1	27.0-140			8.65	35
Beta BHC	0.0936	U	0.0770	0.0838	82.3	89.5	1	23.0-141			8.39	37
Delta BHC	0.0936	U	0.0738	0.0807	78.8	86.2	1	21.0-138			8.92	35
Gamma BHC	0.0936	U	0.0742	0.0805	79.3	86.0	1	27.0-137			8.17	36
4,4-DDD	0.0936	U	0.0585	0.0729	62.5	77.9	1	15.0-152			22.0	39
4,4-DDE	0.0936	U	0.0568	0.0750	60.7	80.2	1	10.0-152			27.7	40
4,4-DDT	0.0936	U	0.0528	0.0708	56.5	75.7	1	10.0-151			29.1	40
Dieldrin	0.0936	U	0.0658	0.0790	70.3	84.4	1	17.0-145			18.3	37
Endosulfan I	0.0936	U	0.0687	0.0822	73.4	87.8	1	20.0-137			17.9	36
Endosulfan II	0.0936	U	0.0642	0.0763	68.6	81.5	1	15.0-141			17.2	37
Endosulfan sulfate	0.0936	U	0.0684	0.0769	73.1	82.1	1	15.0-143			11.6	38
Endrin	0.0936	U	0.0668	0.0805	71.3	86.0	1	19.0-143			18.7	37
Endrin aldehyde	0.0936	U	0.0764	0.0856	81.7	91.4	1	10.0-139			10.3	40
Endrin ketone	0.0936	U	0.0700	0.0780	74.8	83.3	1	17.0-149			10.8	38
Heptachlor	0.0936	U	0.0628	0.0793	67.1	84.7	1	22.0-138			23.1	37
Heptachlor epoxide	0.0936	U	0.0646	0.0776	69.1	82.9	1	22.0-138			18.2	36
Hexachlorobenzene	0.0936	U	0.0704	0.0870	75.2	92.9	1	25.0-126			21.1	35
Methoxychlor	0.0936	U	0.0623	0.0759	66.5	81.1	1	10.0-159			19.7	40
(S) Decachlorobiphenyl					96.4	96.5		10.0-135				
(S) Tetrachloro-m-xylene					89.2	91.9		10.0-139				



Method Blank (MB)

(MB) R3550232-1 07/15/20 11:02

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
PCB 1016	U		0.0118	0.0340
PCB 1221	U		0.0118	0.0340
PCB 1232	U		0.0118	0.0340
PCB 1242	U		0.0118	0.0340
PCB 1248	U		0.00738	0.0170
PCB 1254	U		0.00738	0.0170
PCB 1260	U		0.00738	0.0170
(S) Decachlorobiphenyl	86.6			10.0-135
(S) Tetrachloro-m-xylene	87.1			10.0-139

Laboratory Control Sample (LCS)

(LCS) R3550232-2 07/15/20 11:16

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
PCB 1260	0.167	0.169	101	37.0-145	
PCB 1016	0.167	0.181	108	36.0-141	
(S) Decachlorobiphenyl			106	10.0-135	
(S) Tetrachloro-m-xylene			103	10.0-139	

L1238760-23 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1238760-23 07/15/20 11:29 • (MS) R3550232-3 07/15/20 11:43 • (MSD) R3550232-4 07/15/20 11:57

Analyte	Spike Amount mg/kg	Original Result mg/kg	LCS Result mg/kg	MS Result mg/kg	MSD Result mg/kg	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
PCB 1260	0.167	U	0.173	0.173	0.173	1	10.0-160	104	104	0.000	38
PCB 1016	0.167	U	0.177	0.175	0.175	1	10.0-160	106	105	1.14	37
(S) Decachlorobiphenyl				106	108		10.0-135	106	108		
(S) Tetrachloro-m-xylene				105	107		10.0-139	105	107		

Semi Volatile Organic Compounds (GC/MS) by Method 8270C-SIM

L1238560-01.02

Method Blank (MB)

(MB) R3549100-2 07/14/20 00:41

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Anthracene	U		0.00230	0.00600
Acenaphthene	U		0.00209	0.00600
Acenaphthylene	U		0.00216	0.00600
Benzo(a)anthracene	U		0.00173	0.00600
Benzo(a)pyrene	U		0.00179	0.00600
Benzo(b)fluoranthene	U		0.00153	0.00600
Benzo(g,h,i)perylene	U		0.00177	0.00600
Benzo(k)fluoranthene	U		0.00215	0.00600
Chrysene	U		0.00232	0.00600
Dibenz(a,h)anthracene	U		0.00172	0.00600
Fluoranthene	U		0.00227	0.00600
Fluorene	U		0.00205	0.00600
Indeno(1,2,3-cd)pyrene	U		0.00181	0.00600
Naphthalene	U		0.00408	0.0200
Phenanthrene	U		0.00231	0.00600
Pyrene	U		0.00200	0.00600
1-Methylnaphthalene	U		0.00449	0.0200
2-Methylnaphthalene	U		0.00427	0.0200
2-Chloronaphthalene	U		0.00466	0.0200
(S) Nitrobenzene-d5	101			14.0-149
(S) 2-Fluorobiphenyl	86.7			34.0-125
(S)p-Terphenyl-d14	88.4			23.0-120



Laboratory Control Sample (LCS)

(LCS) R3549100-1 07/14/20 00:20

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Anthracene	0.0800	0.0662	82.8	50.0-126	
Acenaphthene	0.0800	0.0712	89.0	50.0-120	
Acenaphthylene	0.0800	0.0660	82.5	50.0-120	
Benzo(a)anthracene	0.0800	0.0690	86.3	45.0-120	
Benzo(a)pyrene	0.0800	0.0622	77.8	42.0-120	
Benzo(b)fluoranthene	0.0800	0.0597	74.6	42.0-121	
Benzo(g,h,i)perylene	0.0800	0.0612	76.5	45.0-125	
Benzo(k)fluoranthene	0.0800	0.0700	87.5	49.0-125	
Chrysene	0.0800	0.0720	90.0	49.0-122	
Dibenz(a,h)anthracene	0.0800	0.0636	79.5	47.0-125	
Fluoranthene	0.0800	0.0731	91.4	49.0-129	

Laboratory Control Sample (LCS)

(LCS) R3549100-1 07/14/20 00:20

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Fluorene	0.0800	0.0717	89.6	49.0-120	
Indeno(1,2,3-cd)pyrene	0.0800	0.0633	79.1	46.0-125	
Naphthalene	0.0800	0.0654	81.8	50.0-120	
Phenanthrene	0.0800	0.0665	83.1	47.0-120	
Pyrene	0.0800	0.0705	88.1	43.0-123	
1-Methylnaphthalene	0.0800	0.0742	92.8	51.0-121	
2-Methylnaphthalene	0.0800	0.0665	83.1	50.0-120	
2-Chloronaphthalene	0.0800	0.0695	86.9	50.0-120	
(S) Nitrobenzene-d5		125	125	14.0-149	
(S) 2-Fluorobiphenyl		101	101	34.0-125	
(S) p-Terphenyl-d14		101	101	23.0-120	

L1236870-03 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1236870-03 07/14/20 02:45 - (MS) R3549100-3 07/14/20 03:05 • (MSD) R3549100-4 07/14/20 03:26

Analyte	Spike Amount (dry) mg/kg	Original Result (dry) mg/kg	MS Result (dry) mg/kg	MSD Result (dry) mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Anthracene	0.104	U	0.0680	0.0778	65.5	74.9	1	10.0-145		13.4	30	30
Acenaphthene	0.104	U	0.0797	0.0917	76.8	88.3	1	14.0-127		13.9	27	27
Acenaphthylene	0.104	U	0.0745	0.0836	71.8	80.5	1	21.0-124		11.5	25	25
Benzo(a)anthracene	0.104	U	0.0612	0.0762	58.9	73.4	1	10.0-139		21.9	30	30
Benzo(a)pyrene	0.104	U	0.0593	0.0721	57.1	69.4	1	10.0-141		19.4	31	31
Benzo(b)fluoranthene	0.104	U	0.0506	0.0664	48.8	63.9	1	10.0-140		26.9	36	36
Benzo(g,h,i)perylene	0.104	U	0.0558	0.0682	53.8	65.6	1	10.0-140		19.9	33	33
Benzo(k)fluoranthene	0.104	U	0.0652	0.0734	62.8	70.6	1	10.0-137		11.8	31	31
Chrysene	0.104	U	0.0680	0.0795	65.5	76.5	1	10.0-145		15.5	30	30
Dibenz(a,h)anthracene	0.104	U	0.0595	0.0700	57.3	67.4	1	10.0-132		16.2	31	31
Fluoranthene	0.104	U	0.0686	0.0825	66.0	79.4	1	10.0-153		18.4	33	33
Fluorene	0.104	U	0.0743	0.0862	71.5	83.0	1	11.0-130		14.9	29	29
Indeno(1,2,3-cd)pyrene	0.104	U	0.0578	0.0699	55.6	67.3	1	10.0-137		18.9	32	32
Naphthalene	0.104	U	0.0812	0.0925	78.1	89.0	1	10.0-135		13.0	27	27
Phenanthrene	0.104	U	0.0674	0.0792	64.9	76.3	1	10.0-144		16.1	31	31
Pyrene	0.104	U	0.0592	0.0755	57.0	72.6	1	10.0-148		24.1	35	35
1-Methylnaphthalene	0.104	U	0.0879	0.101	84.6	97.3	1	10.0-142		13.9	28	28
2-Methylnaphthalene	0.104	U	0.0775	0.0887	74.6	85.4	1	10.0-137		13.4	28	28
2-Chloronaphthalene	0.104	U	0.0779	0.0865	75.0	83.3	1	29.0-120		10.4	24	24
(S) Nitrobenzene-d5			127	159	127	159		14.0-149				
(S) 2-Fluorobiphenyl			72.8	97.4	72.8	97.4		34.0-125				
(S) p-Terphenyl-d14			55.5	82.4	55.5	82.4		23.0-120				



## Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

**Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.**

### Abbreviations and Definitions

(dry)	Results are reported based on the dry weight of the sample. [this will only be present on a dry report basis for soils].
MDL	Method Detection Limit.
MDL (dry)	Method Detection Limit.
RDL	Reported Detection Limit.
RDL (dry)	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
(S)	<b>Surrogate (Surrogate Standard)</b> - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Cp

Tc

Ss

Cn

Sr

Qc

Gl

Al

Sc

Qualifier	Description
J	The identification of the analyte is acceptable; the reported value is an estimate.
J1	Surrogate recovery limits have been exceeded; values are outside upper control limits.
J3	The associated batch QC was outside the established quality control range for precision.
J4	The associated batch QC was outside the established quality control range for accuracy.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.

# ACCREDITATIONS & LOCATIONS

ONE LAB, NATIONWIDE.



Pace National is the only environmental laboratory accredited/certified to support your work nationwide from one location. One phone call, one point of contact, one laboratory. No other lab is as accessible or prepared to handle your needs throughout the country. Our capacity and capability from our single location laboratory is comparable to the collective totals of the network laboratories in our industry. The most significant benefit to our one location design is the design of our laboratory campus. The model is conducive to accelerated productivity, decreasing turn-around time, and preventing cross contamination, thus protecting sample integrity. Our focus on premium quality and prompt service allows us to be YOUR LAB OF CHOICE.

\* Not all certifications held by the laboratory are applicable to the results reported in the attached report.  
 \* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace National.

## State Accreditations

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN-03-2002-34
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey-NELAP	TN002
California	2932	New Mexico <sup>1</sup>	n/a
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina <sup>1</sup>	DW21704
Georgia	NELAP	North Carolina <sup>3</sup>	41
Georgia <sup>1</sup>	923	North Dakota	R-140
Idaho	TN00003	Ohio-VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LA000356
Kentucky <sup>1 6</sup>	90010	South Carolina	84004
Kentucky <sup>2</sup>	16	South Dakota	n/a
Louisiana	AI30792	Tennessee <sup>1 4</sup>	2006
Louisiana <sup>1</sup>	LA180010	Texas	T104704245-18-15
Maine	TN0002	Texas <sup>5</sup>	LAB0152
Maryland	324	Utah	TN00003
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	460132
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	9980939910
Montana	CERT0086	Wyoming	A2LA

Cp

2 Tc

3 Ss

1 Cn

5 Sr

6 Qc

7 Gl

3 AI

9 Sc

## Third Party Federal Accreditations

A2LA – ISO 17025	1461.01	AIHA-LAP, LLC EMLAP	100789
A2LA – ISO 17025 <sup>5</sup>	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA-Crypto	TN00003		

<sup>1</sup> Drinking Water <sup>2</sup> Underground Storage Tanks <sup>3</sup> Aquatic Toxicity <sup>4</sup> Chemical/Microbiological <sup>5</sup> Mold <sup>6</sup> Wastewater n/a Accreditation not applicable

## Our Locations

Pace National has sixty-four client support centers that provide sample pickup and/or the delivery of sampling supplies. If you would like assistance from one of our support offices, please contact our main office. Pace National performs all testing at our central laboratory.



**Rosso Environmental, Inc. - Berkeley, CA**

1400 Shattuck Avenue

Report to:  
**Jeremy Wilson**

Project Description:

**Byron Airport**  
Phone: 510-647-8208  
**415-583-9067**

Collected by (print):

**Jeremy Wilson**

Collected by (signature):

*[Signature]*  
Immediately  
Packed on ice

Billing Information:

Accounts Payable  
PO Box 1923  
Lafayette, CA 94549-1923

Email To:

[jeremywilson@rossoenv.com](mailto:jeremywilson@rossoenv.com); [elief@rossoenv.com](mailto:elief@rossoenv.com)

City/State

Collected: **Byron, CA**

Please Circle:

PM  AM  CT  ET

Client Project #

**ROSENLCA-WILSON**

Site/Facility ID #

P.O. #

Quote #

Rush? (Lab MUST Be Notified)

Same Day  Five Day  
 Next Day  5 Day (Rad Only)  
 Two Day  10 Day (Rad Only)  
 Three Day

Date Results Needed

**Standard TAT**

No. of

Quits

Sample ID

Comp/Grab

Matrix \*

Depth

Date

Time

Notes

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	Notes
A1	Comp	SS	0.5	9-8-20	1610	4
A2		SS			1620	4
A3		SS			1640	4
A4		SS			1630	4
B1	Comp	SS			1710	4
B2		SS			1705	4
B3		SS			1645	4
B4		SS			1700	4
A2	Grab	SS			1620	2
B3	Grab	SS			1645	2

Matrix:  
SS - Soil AIR - Air F - Filter  
GW - Groundwater B - Bioassay  
WW - Waste Water  
DW - Drinking Water  
OT - Other

Remarks: 4 pt. Composite Sample (COMP A) = A1, A2, A3, A4  
4 pt. Composite Sample (COMP B) = B1, B2, B3, B4  
Composite A2+B3 Discrete VOC analysis  
Samples returned via:  UPS  FedEx  Courier

Relinquished by: (Signature)  
*[Signature]*  
Date: 7-9-2020 1015  
Relinquished by: (Signature)  
*[Signature]*  
Date: 7-9-2020 1015  
Relinquished by: (Signature)  
*[Signature]*  
Date: 7-9-2020 1015

Analysis / Container / Preservative

Analysis / Container / Preservative	Fres Chk
DROCAER 4ozClr-NoPres	
GROCA 40ml/NAHSO4/Syr/MeOH	
M6010CAM17 Metals 4ozClr-NoPres	
P/PCB SV8081/8082CA 4ozClr-NoPres	
V8260 40mlAmb/MeOH5ml/Syr	
dry weight 4ozClr-NoPres	
PATHs 8290-SIM	

Temp \_\_\_\_\_  
Flow \_\_\_\_\_  
Other \_\_\_\_\_

Chain of Custody Page 1 of 1



12065 Lebanon Rd  
Mount Juliet, TN 37122  
Phone: 615-758-5858  
Phone: 800-767-5859  
Fax: 615-758-5859

SDG # **L1238560**  
**F222**

Acctnum: **ROSENLCA**

Template: **T170461**

Prelogin: **P784377**

PM: **546 - Jared Starkey**

PB:

Shipped Via

Remarks

Sample # (lab only)

	-01
	02
	03
	04

Sample Receipt Checklist

COC Serial Present/Intact:  Y  N  
COC Signed/Accurate:  Y  N  
Bottles arrive intact:  Y  N  
Correct bottles used:  Y  N  
Sufficient volume sent:  Y  N  
If Applicable  
VQA Zero Headspace:  Y  N  
Preservation Correct/Checked:  Y  N  
RAD Screen <0.5 mb/hr:  Y  N

If preservation required by Login: Date/Time

Condition: **OK**

NCF

07-075

07/10/20 0830



# ANALYTICAL REPORT

July 15, 2020

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc

## Rosso Environmental, Inc. - Berkeley, CA

Sample Delivery Group: L1238395  
Samples Received: 07/10/2020  
Project Number: 20-0020.02  
Description:

Report To: Jeremy Wilson  
1400 Shattuck Avenue  
Berkeley, CA 94709

Entire Report Reviewed By: 

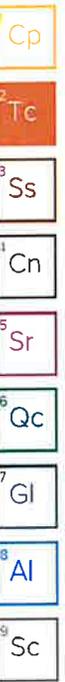
Jared Starkey  
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.





<b>Cp: Cover Page</b>	<b>1</b>
<b>Tc: Table of Contents</b>	<b>2</b>
<b>Ss: Sample Summary</b>	<b>3</b>
<b>Cn: Case Narrative</b>	<b>4</b>
<b>Sr: Sample Results</b>	<b>5</b>
B-1-SV L1238395-01	<b>5</b>
B-2-SV L1238395-02	<b>7</b>
B-3-SV L1238395-03	<b>9</b>
B-4-SV L1238395-04	<b>11</b>
B-5-SV L1238395-05	<b>13</b>
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<b>Qc: Quality Control Summary</b>	<b>17</b>
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# SAMPLE SUMMARY

ONE LAB, NATIONWIDE,

Collected by: Jeremy Wilson  
 Collected date/time: 07/08/20 13:20  
 Received date/time: 07/10/20 08:30

## B-1-SV L1238395-01 Air

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Volatile Organic Compounds (MS) by Method TO-15	WG1507804	1	07/13/20 01:20	07/13/20 01:20	CAW	Mt. Juliet, TN
Volatile Organic Compounds (MS) by Method TO-15	WG1508174	20	07/13/20 18:48	07/13/20 18:48	CAW	Mt. Juliet, TN

Collected by: Jeremy Wilson  
 Collected date/time: 07/08/20 14:53  
 Received date/time: 07/10/20 08:30

## B-2-SV L1238395-02 Air

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Volatile Organic Compounds (MS) by Method TO-15	WG1507804	1	07/13/20 02:04	07/13/20 02:04	CAW	Mt. Juliet, TN
Volatile Organic Compounds (MS) by Method TO-15	WG1508174	10	07/13/20 19:30	07/13/20 19:30	CAW	Mt. Juliet, TN

Collected by: Jeremy Wilson  
 Collected date/time: 07/08/20 13:00  
 Received date/time: 07/10/20 08:30

## B-3-SV L1238395-03 Air

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Volatile Organic Compounds (MS) by Method TO-15	WG1507804	1	07/13/20 02:48	07/13/20 02:48	CAW	Mt. Juliet, TN
Volatile Organic Compounds (MS) by Method TO-15	WG1508174	10	07/13/20 20:12	07/13/20 20:12	CAW	Mt. Juliet, TN

Collected by: Jeremy Wilson  
 Collected date/time: 07/08/20 14:23  
 Received date/time: 07/10/20 08:30

## B-4-SV L1238395-04 Air

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Volatile Organic Compounds (MS) by Method TO-15	WG1508179	1	07/13/20 12:15	07/13/20 12:15	CAW	Mt. Juliet, TN
Volatile Organic Compounds (MS) by Method TO-15	WG1508756	20	07/14/20 19:32	07/14/20 19:32	MBF	Mt. Juliet, TN

Collected by: Jeremy Wilson  
 Collected date/time: 07/08/20 14:02  
 Received date/time: 07/10/20 08:30

## B-5-SV L1238395-05 Air

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Volatile Organic Compounds (MS) by Method TO-15	WG1508179	1	07/13/20 12:55	07/13/20 12:55	CAW	Mt. Juliet, TN
Volatile Organic Compounds (MS) by Method TO-15	WG1508756	100	07/14/20 20:11	07/14/20 20:11	MBF	Mt. Juliet, TN

Collected by: Jeremy Wilson  
 Collected date/time: 07/08/20 13:46  
 Received date/time: 07/10/20 08:30

## B-6-SV L1238395-06 Air

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Volatile Organic Compounds (MS) by Method TO-15	WG1508179	1	07/13/20 13:34	07/13/20 13:34	CAW	Mt. Juliet, TN
Volatile Organic Compounds (MS) by Method TO-15	WG1508756	20	07/14/20 20:51	07/14/20 20:51	MBF	Mt. Juliet, TN

Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gf

8 Al

9 Sc



All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Jared Starkey  
Project Manager

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc



Collected date/time: 07/08/20 13:20

L1238395

## Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
Acetone	67-64-1	58.10	25.0	59.4	74.1	176		20	WG1508174
Allyl chloride	107-05-1	76.53	0.200	0.626	ND	ND		1	WG1507804
Benzene	71-43-2	78.10	0.200	0.639	8.79	28.1		1	WG1507804
Benzyl Chloride	100-44-7	127	0.200	1.04	ND	ND		1	WG1507804
Bromodichloromethane	75-27-4	164	0.200	1.34	ND	ND		1	WG1507804
Bromoform	75-25-2	253	0.600	6.21	ND	ND		1	WG1507804
Bromomethane	74-83-9	94.90	0.200	0.776	ND	ND		1	WG1507804
1,3-Butadiene	106-99-0	54.10	2.00	4.43	35.5	78.6		1	WG1507804
Carbon disulfide	75-15-0	76.10	0.200	0.622	3.62	11.3		1	WG1507804
Carbon tetrachloride	56-23-5	154	0.200	1.26	ND	ND		1	WG1507804
Chlorobenzene	108-90-7	113	0.200	0.924	ND	ND		1	WG1507804
Chloroethane	75-00-3	64.50	0.200	0.528	ND	ND		1	WG1507804
Chloroform	67-66-3	119	0.200	0.973	ND	ND		1	WG1507804
Chloromethane	74-87-3	50.50	0.200	0.413	ND	ND		1	WG1507804
2-Chlorotoluene	95-49-8	126	0.200	1.03	ND	ND		1	WG1507804
Cyclohexane	110-82-7	84.20	0.200	0.689	14.4	49.6		1	WG1507804
Dibromochloromethane	124-48-1	208	0.200	1.70	ND	ND		1	WG1507804
1,2-Dibromoethane	106-93-4	188	0.200	1.54	ND	ND		1	WG1507804
1,2-Dichlorobenzene	95-50-1	147	0.200	1.20	ND	ND		1	WG1507804
1,3-Dichlorobenzene	541-73-1	147	0.200	1.20	ND	ND		1	WG1507804
1,4-Dichlorobenzene	106-46-7	147	0.200	1.20	ND	ND		1	WG1507804
1,2-Dichloroethane	107-06-2	99	0.200	0.810	ND	ND		1	WG1507804
1,1-Dichloroethane	75-34-3	98	0.200	0.802	ND	ND		1	WG1507804
1,1-Dichloroethene	75-35-4	96.90	0.200	0.793	ND	ND		1	WG1507804
cis-1,2-Dichloroethene	156-59-2	96.90	0.200	0.793	ND	ND		1	WG1507804
trans-1,2-Dichloroethene	156-60-5	96.90	0.200	0.793	ND	ND		1	WG1507804
1,2-Dichloropropane	78-87-5	113	0.200	0.924	ND	ND		1	WG1507804
cis-1,3-Dichloropropene	10061-01-5	111	0.200	0.908	ND	ND		1	WG1507804
trans-1,3-Dichloropropene	10061-02-6	111	0.200	0.908	ND	ND		1	WG1507804
1,4-Dioxane	123-91-1	88.10	0.200	0.721	ND	ND		1	WG1507804
Ethanol	64-17-5	46.10	0.630	1.19	16.5	31.1		1	WG1507804
Ethylbenzene	100-41-4	106	0.200	0.867	8.15	35.3		1	WG1507804
4-Ethyltoluene	622-96-8	120	0.200	0.982	2.96	14.5		1	WG1507804
Trichlorofluoromethane	75-69-4	137.40	0.200	1.12	0.349	1.96		1	WG1507804
Dichlorodifluoromethane	75-71-8	120.92	0.200	0.989	0.550	2.72		1	WG1507804
1,1,2-Trichlorotrifluoroethane	76-13-1	187.40	0.200	1.53	ND	ND		1	WG1507804
1,2-Dichlorotetrafluoroethane	76-14-2	171	0.200	1.40	ND	ND		1	WG1507804
Heptane	142-82-5	100	0.200	0.818	11.7	47.9		1	WG1507804
Hexachloro-1,3-butadiene	87-68-3	261	0.630	6.73	ND	ND		1	WG1507804
n-Hexane	110-54-3	86.20	12.6	44.4	81.4	287		20	WG1508174
Isopropylbenzene	98-82-8	120.20	0.200	0.983	ND	ND		1	WG1507804
Methylene Chloride	75-09-2	84.90	0.200	0.694	ND	ND		1	WG1507804
Methyl Butyl Ketone	591-78-6	100	1.25	5.11	9.42	38.5		1	WG1507804
2-Butanone (MEK)	78-93-3	72.10	1.25	3.69	38.3	113		1	WG1507804
4-Methyl-2-pentanone (MIBK)	108-10-1	100.10	1.25	5.12	4.09	16.7		1	WG1507804
Methyl methacrylate	80-62-6	100.12	0.200	0.819	ND	ND		1	WG1507804
MTBE	1634-04-4	88.10	0.200	0.721	ND	ND		1	WG1507804
Naphthalene	91-20-3	128	0.630	3.30	ND	ND		1	WG1507804
2-Propanol	67-63-0	60.10	1.25	3.07	ND	ND		1	WG1507804
Propene	115-07-1	42.10	8.00	13.8	1250	2150		20	WG1508174
Styrene	100-42-5	104	0.200	0.851	ND	ND		1	WG1507804
1,1,2,2-Tetrachloroethane	79-34-5	168	0.200	1.37	ND	ND		1	WG1507804
Tetrachloroethylene	127-18-4	166	0.200	1.36	ND	ND		1	WG1507804
Tetrahydrofuran	109-99-9	72.10	0.200	0.590	ND	ND		1	WG1507804
Toluene	108-88-3	92.10	4.00	15.1	208	784		20	WG1508174
1,2,4-Trichlorobenzene	120-82-1	181	0.630	4.66	ND	ND		1	WG1507804

Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 GI

8 AI

9 Sc



Collected date/time: 07/08/20 13:20

L1238395

Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
1,1,1-Trichloroethane	71-55-6	133	0.200	1.09	ND	ND		1	WG1507804
1,1,2-Trichloroethane	79-00-5	133	0.200	1.09	ND	ND		1	WG1507804
Trichloroethylene	79-01-6	131	0.200	1.07	ND	ND		1	WG1507804
1,2,4-Trimethylbenzene	95-63-6	120	0.200	0.982	2.74	13.4		1	WG1507804
1,3,5-Trimethylbenzene	108-67-8	120	0.200	0.982	1.08	5.30		1	WG1507804
2,2,4-Trimethylpentane	540-84-1	114.22	0.200	0.934	11.7	54.7		1	WG1507804
Vinyl chloride	75-01-4	62.50	0.200	0.511	ND	ND		1	WG1507804
Vinyl Bromide	593-60-2	106.95	0.200	0.875	ND	ND		1	WG1507804
Vinyl acetate	108-05-4	86.10	0.200	0.704	ND	ND		1	WG1507804
m&p-Xylene	1330-20-7	106	0.400	1.73	22.6	98.0		1	WG1507804
o-Xylene	95-47-6	106	0.200	0.867	7.64	33.1		1	WG1507804
Ethyl acetate	141-78-6	88	0.200	0.720	ND	ND		1	WG1507804
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		102				WG1507804
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		94.7				WG1508174

Cp

Tc

Ss

Cn

Sr

Qc

Gl

Al

Sc



Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
Acetone	67-64-1	58.10	12.5	29.7	88.9	211		10	WG1508174
Allyl chloride	107-05-1	76.53	0.200	0.626	ND	ND		1	WG1507804
Benzene	71-43-2	78.10	0.200	0.639	1.79	5.72		1	WG1507804
Benzyl Chloride	100-44-7	127	0.200	1.04	ND	ND		1	WG1507804
Bromodichloromethane	75-27-4	164	0.200	1.34	ND	ND		1	WG1507804
Bromoform	75-25-2	253	0.600	6.21	ND	ND		1	WG1507804
Bromomethane	74-83-9	94.90	0.200	0.776	ND	ND		1	WG1507804
1,3-Butadiene	106-99-0	54.10	2.00	4.43	ND	ND		1	WG1507804
Carbon disulfide	75-15-0	76.10	0.200	0.622	ND	ND		1	WG1507804
Carbon tetrachloride	56-23-5	154	0.200	1.26	ND	ND		1	WG1507804
Chlorobenzene	108-90-7	113	0.200	0.924	ND	ND		1	WG1507804
Chloroethane	75-00-3	64.50	0.200	0.528	ND	ND		1	WG1507804
Chloroform	67-66-3	119	0.200	0.973	ND	ND		1	WG1507804
Chloromethane	74-87-3	50.50	0.200	0.413	0.321	0.663		1	WG1507804
2-Chlorotoluene	95-49-8	126	0.200	1.03	ND	ND		1	WG1507804
Cyclohexane	110-82-7	84.20	0.200	0.689	1.06	3.65		1	WG1507804
Dibromochloromethane	124-48-1	208	0.200	1.70	ND	ND		1	WG1507804
1,2-Dibromoethane	106-93-4	188	0.200	1.54	ND	ND		1	WG1507804
1,2-Dichlorobenzene	95-50-1	147	0.200	1.20	ND	ND		1	WG1507804
1,3-Dichlorobenzene	541-73-1	147	0.200	1.20	ND	ND		1	WG1507804
1,4-Dichlorobenzene	106-46-7	147	0.200	1.20	ND	ND		1	WG1507804
1,2-Dichloroethane	107-06-2	99	0.200	0.810	ND	ND		1	WG1507804
1,1-Dichloroethane	75-34-3	98	0.200	0.802	ND	ND		1	WG1507804
1,1-Dichloroethene	75-35-4	96.90	0.200	0.793	ND	ND		1	WG1507804
cis-1,2-Dichloroethene	156-59-2	96.90	0.200	0.793	ND	ND		1	WG1507804
trans-1,2-Dichloroethene	156-60-5	96.90	0.200	0.793	ND	ND		1	WG1507804
1,2-Dichloropropane	78-87-5	113	0.200	0.924	ND	ND		1	WG1507804
cis-1,3-Dichloropropene	10061-01-5	111	0.200	0.908	ND	ND		1	WG1507804
trans-1,3-Dichloropropene	10061-02-6	111	0.200	0.908	ND	ND		1	WG1507804
1,4-Dioxane	123-91-1	88.10	0.200	0.721	ND	ND		1	WG1507804
Ethanol	64-17-5	46.10	0.630	1.19	11.2	21.1		1	WG1507804
Ethylbenzene	100-41-4	106	0.200	0.867	0.806	3.49		1	WG1507804
4-Ethyltoluene	622-96-8	120	0.200	0.982	0.636	3.12		1	WG1507804
Trichlorofluoromethane	75-69-4	137.40	0.200	1.12	0.244	1.37		1	WG1507804
Dichlorodifluoromethane	75-71-8	120.92	0.200	0.989	0.476	2.35		1	WG1507804
1,1,2-Trichlorotrifluoroethane	76-13-1	187.40	0.200	1.53	ND	ND		1	WG1507804
1,2-Dichlorotetrafluoroethane	76-14-2	171	0.200	1.40	ND	ND		1	WG1507804
Heptane	142-82-5	100	0.200	0.818	1.77	7.24		1	WG1507804
Hexachloro-1,3-butadiene	87-68-3	261	0.630	6.73	ND	ND		1	WG1507804
n-Hexane	110-54-3	86.20	0.630	2.22	2.14	7.54		1	WG1507804
Isopropylbenzene	98-82-8	120.20	0.200	0.983	ND	ND		1	WG1507804
Methylene Chloride	75-09-2	84.90	0.200	0.694	ND	ND		1	WG1507804
Methyl Butyl Ketone	591-78-6	100	1.25	5.11	ND	ND		1	WG1507804
2-Butanone (MEK)	78-93-3	72.10	1.25	3.69	21.4	63.1		1	WG1507804
4-Methyl-2-pentanone (MIBK)	108-10-1	100.10	1.25	5.12	ND	ND		1	WG1507804
Methyl methacrylate	80-62-6	100.12	0.200	0.819	ND	ND		1	WG1507804
MTBE	1634-04-4	88.10	0.200	0.721	ND	ND		1	WG1507804
Naphthalene	91-20-3	128	0.630	3.30	ND	ND		1	WG1507804
2-Propanol	67-63-0	60.10	1.25	3.07	6.83	16.8		1	WG1507804
Propene	115-07-1	42.10	0.400	0.689	ND	ND		1	WG1507804
Styrene	100-42-5	104	0.200	0.851	0.320	1.36		1	WG1507804
1,1,2,2-Tetrachloroethane	79-34-5	168	0.200	1.37	ND	ND		1	WG1507804
Tetrachloroethylene	127-18-4	166	0.200	1.36	ND	ND		1	WG1507804
Tetrahydrofuran	109-99-9	72.10	0.200	0.590	ND	ND		1	WG1507804
Toluene	108-88-3	92.10	2.00	7.53	300	1130		10	WG1508174
1,2,4-Trichlorobenzene	120-82-1	181	0.630	4.66	ND	ND		1	WG1507804

Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

B-2-SV

Collected date/time: 07/08/20 14:53

SAMPLE RESULTS - 02

L1238395

ONE LAB. NATIONWIDE.



Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
1,1,1-Trichloroethane	71-55-6	133	0.200	1.09	ND	ND		1	WG1507804
1,1,2-Trichloroethane	79-00-5	133	0.200	1.09	ND	ND		1	WG1507804
Trichloroethylene	79-01-6	131	0.200	1.07	0.322	1.73		1	WG1507804
1,2,4-Trimethylbenzene	95-63-6	120	0.200	0.982	0.804	3.95		1	WG1507804
1,3,5-Trimethylbenzene	108-67-8	120	0.200	0.982	0.236	1.16		1	WG1507804
2,2,4-Trimethylpentane	540-84-1	114.22	0.200	0.934	1.14	5.33		1	WG1507804
Vinyl chloride	75-01-4	62.50	0.200	0.511	ND	ND		1	WG1507804
Vinyl Bromide	593-60-2	106.95	0.200	0.875	ND	ND		1	WG1507804
Vinyl acetate	108-05-4	86.10	0.200	0.704	ND	ND		1	WG1507804
m&p-Xylene	1330-20-7	106	0.400	1.73	2.20	9.54		1	WG1507804
o-Xylene	95-47-6	106	0.200	0.867	0.662	2.87		1	WG1507804
Ethyl acetate	141-78-6	88	0.200	0.720	ND	ND		1	WG1507804
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		101				WG1507804
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		94.0				WG1508174

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 07/08/20 13:00

L1238395

Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
Acetone	67-64-1	58.10	1.25	2.97	100	238		1	WG1507804
Allyl chloride	107-05-1	76.53	0.200	0.626	ND	ND		1	WG1507804
Benzene	71-43-2	78.10	0.200	0.639	9.48	30.3		1	WG1507804
Benzyl Chloride	100-44-7	127	0.200	1.04	ND	ND		1	WG1507804
Bromodichloromethane	75-27-4	164	0.200	1.34	ND	ND		1	WG1507804
Bromoform	75-25-2	253	0.600	6.21	ND	ND		1	WG1507804
Bromomethane	74-83-9	94.90	0.200	0.776	ND	ND		1	WG1507804
1,3-Butadiene	106-99-0	54.10	2.00	4.43	3.10	6.86		1	WG1507804
Carbon disulfide	75-15-0	76.10	0.200	0.622	2.52	7.84		1	WG1507804
Carbon tetrachloride	56-23-5	154	0.200	1.26	0.221	1.39		1	WG1507804
Chlorobenzene	108-90-7	113	0.200	0.924	ND	ND		1	WG1507804
Chloroethane	75-00-3	64.50	0.200	0.528	ND	ND		1	WG1507804
Chloroform	67-66-3	119	0.200	0.973	ND	ND		1	WG1507804
Chloromethane	74-87-3	50.50	0.200	0.413	0.590	1.22		1	WG1507804
2-Chlorotoluene	95-49-8	126	0.200	1.03	ND	ND		1	WG1507804
Cyclohexane	110-82-7	84.20	0.200	0.689	10.8	37.2		1	WG1507804
Dibromochloromethane	124-48-1	208	0.200	1.70	ND	ND		1	WG1507804
1,2-Dibromoethane	106-93-4	188	0.200	1.54	ND	ND		1	WG1507804
1,2-Dichlorobenzene	95-50-1	147	0.200	1.20	ND	ND		1	WG1507804
1,3-Dichlorobenzene	541-73-1	147	0.200	1.20	ND	ND		1	WG1507804
1,4-Dichlorobenzene	106-46-7	147	0.200	1.20	ND	ND		1	WG1507804
1,2-Dichloroethane	107-06-2	99	0.200	0.810	ND	ND		1	WG1507804
1,1-Dichloroethane	75-34-3	98	0.200	0.802	ND	ND		1	WG1507804
1,1-Dichloroethene	75-35-4	96.90	0.200	0.793	ND	ND		1	WG1507804
cis-1,2-Dichloroethene	156-59-2	96.90	0.200	0.793	ND	ND		1	WG1507804
trans-1,2-Dichloroethene	156-60-5	96.90	0.200	0.793	ND	ND		1	WG1507804
1,2-Dichloropropane	78-87-5	113	0.200	0.924	ND	ND		1	WG1507804
cis-1,3-Dichloropropene	10061-01-5	111	0.200	0.908	ND	ND		1	WG1507804
trans-1,3-Dichloropropene	10061-02-6	111	0.200	0.908	ND	ND		1	WG1507804
1,4-Dioxane	123-91-1	88.10	0.200	0.721	ND	ND		1	WG1507804
Ethanol	64-17-5	46.10	0.630	1.19	16.0	30.2		1	WG1507804
Ethylbenzene	100-41-4	106	0.200	0.867	2.33	10.1		1	WG1507804
4-Ethyltoluene	622-96-8	120	0.200	0.982	1.84	9.03		1	WG1507804
Trichlorofluoromethane	75-69-4	137.40	0.200	1.12	0.399	2.24		1	WG1507804
Dichlorodifluoromethane	75-71-8	120.92	0.200	0.989	0.492	2.43		1	WG1507804
1,1,2-Trichlorotrifluoroethane	76-13-1	187.40	0.200	1.53	ND	ND		1	WG1507804
1,2-Dichlorotetrafluoroethane	76-14-2	171	0.200	1.40	ND	ND		1	WG1507804
Heptane	142-82-5	100	0.200	0.818	11.7	47.9		1	WG1507804
Hexachloro-1,3-butadiene	87-68-3	261	0.630	6.73	ND	ND		1	WG1507804
n-Hexane	110-54-3	86.20	0.630	2.22	47.8	169		1	WG1507804
Isopropylbenzene	98-82-8	120.20	0.200	0.983	0.465	2.29		1	WG1507804
Methylene Chloride	75-09-2	84.90	0.200	0.694	0.342	1.19		1	WG1507804
Methyl Butyl Ketone	591-78-6	100	1.25	5.11	ND	ND		1	WG1507804
2-Butanone (MEK)	78-93-3	72.10	1.25	3.69	21.9	64.6		1	WG1507804
4-Methyl-2-pentanone (MIBK)	108-10-1	100.10	1.25	5.12	ND	ND		1	WG1507804
Methyl methacrylate	80-62-6	100.12	0.200	0.819	ND	ND		1	WG1507804
MTBE	1634-04-4	88.10	0.200	0.721	ND	ND		1	WG1507804
Naphthalene	91-20-3	128	0.630	3.30	ND	ND		1	WG1507804
2-Propanol	67-63-0	60.10	1.25	3.07	5.74	14.1		1	WG1507804
Propene	115-07-1	42.10	0.400	0.689	95.5	164		1	WG1507804
Styrene	100-42-5	104	0.200	0.851	ND	ND		1	WG1507804
1,1,2,2-Tetrachloroethane	79-34-5	168	0.200	1.37	ND	ND		1	WG1507804
Tetrachloroethylene	127-18-4	166	0.200	1.36	ND	ND		1	WG1507804
Tetrahydrofuran	109-99-9	72.10	0.200	0.590	ND	ND		1	WG1507804
Toluene	108-88-3	92.10	2.00	7.53	117	441		10	WG1508174
1,2,4-Trichlorobenzene	120-82-1	181	0.630	4.66	ND	ND		1	WG1507804

Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 GI

8 AI

9 Sc



Collected date/time: 07/08/20 13:00

L1238395

Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
1,1,1-Trichloroethane	71-55-6	133	0.200	1.09	ND	ND		1	WG1507804
1,1,2-Trichloroethane	79-00-5	133	0.200	1.09	ND	ND		1	WG1507804
Trichloroethylene	79-01-6	131	0.200	1.07	0.296	1.59		1	WG1507804
1,2,4-Trimethylbenzene	95-63-6	120	0.200	0.982	2.10	10.3		1	WG1507804
1,3,5-Trimethylbenzene	108-67-8	120	0.200	0.982	0.609	2.99		1	WG1507804
2,2,4-Trimethylpentane	540-84-1	114.22	0.200	0.934	4.37	20.4		1	WG1507804
Vinyl chloride	75-01-4	62.50	0.200	0.511	ND	ND		1	WG1507804
Vinyl Bromide	593-60-2	106.95	0.200	0.875	ND	ND		1	WG1507804
Vinyl acetate	108-05-4	86.10	0.200	0.704	ND	ND		1	WG1507804
m&p-Xylene	1330-20-7	106	0.400	1.73	6.01	26.1		1	WG1507804
o-Xylene	95-47-6	106	0.200	0.867	2.18	9.45		1	WG1507804
Ethyl acetate	141-78-6	88	0.200	0.720	ND	ND		1	WG1507804
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		101				WG1507804
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		94.4				WG1508174

- 1 Cp
- 2 Tc
- 3 Ss
- 4 Cn
- 5 Sr
- 6 Qc
- 7 Gl
- 8 Al
- 9 Sc



Collected date/time: 07/08/20 14:23

L1238395

Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
Acetone	67-64-1	58.10	1.25	2.97	76.4	182		1	WG1508179
Allyl chloride	107-05-1	76.53	0.200	0.626	ND	ND		1	WG1508179
Benzene	71-43-2	78.10	0.200	0.639	6.78	21.7		1	WG1508179
Benzyl Chloride	100-44-7	127	0.200	1.04	ND	ND		1	WG1508179
Bromodichloromethane	75-27-4	164	0.200	1.34	ND	ND		1	WG1508179
Bromoform	75-25-2	253	0.600	6.21	ND	ND		1	WG1508179
Bromomethane	74-83-9	94.90	0.200	0.776	ND	ND		1	WG1508179
1,3-Butadiene	106-99-0	54.10	2.00	4.43	12.6	27.9		1	WG1508179
Carbon disulfide	75-15-0	76.10	0.200	0.622	3.39	10.6		1	WG1508179
Carbon tetrachloride	56-23-5	154	0.200	1.26	ND	ND		1	WG1508179
Chlorobenzene	108-90-7	113	0.200	0.924	ND	ND		1	WG1508179
Chloroethane	75-00-3	64.50	0.200	0.528	ND	ND		1	WG1508179
Chloroform	67-66-3	119	0.200	0.973	ND	ND		1	WG1508179
Chloromethane	74-87-3	50.50	0.200	0.413	1.20	2.48		1	WG1508179
2-Chlorotoluene	95-49-8	126	0.200	1.03	ND	ND		1	WG1508179
Cyclohexane	110-82-7	84.20	0.200	0.689	10.1	34.8		1	WG1508179
Dibromochloromethane	124-48-1	208	0.200	1.70	ND	ND		1	WG1508179
1,2-Dibromoethane	106-93-4	188	0.200	1.54	ND	ND		1	WG1508179
1,2-Dichlorobenzene	95-50-1	147	0.200	1.20	ND	ND		1	WG1508179
1,3-Dichlorobenzene	541-73-1	147	0.200	1.20	ND	ND		1	WG1508179
1,4-Dichlorobenzene	106-46-7	147	0.200	1.20	ND	ND		1	WG1508179
1,2-Dichloroethane	107-06-2	99	0.200	0.810	ND	ND		1	WG1508179
1,1-Dichloroethane	75-34-3	98	0.200	0.802	ND	ND		1	WG1508179
1,1-Dichloroethene	75-35-4	96.90	0.200	0.793	ND	ND		1	WG1508179
cis-1,2-Dichloroethene	156-59-2	96.90	0.200	0.793	ND	ND		1	WG1508179
trans-1,2-Dichloroethene	156-60-5	96.90	0.200	0.793	ND	ND		1	WG1508179
1,2-Dichloropropane	78-87-5	113	0.200	0.924	ND	ND		1	WG1508179
cis-1,3-Dichloropropene	10061-01-5	111	0.200	0.908	ND	ND		1	WG1508179
trans-1,3-Dichloropropene	10061-02-6	111	0.200	0.908	ND	ND		1	WG1508179
1,4-Dioxane	123-91-1	88.10	0.200	0.721	ND	ND		1	WG1508179
Ethanol	64-17-5	46.10	0.630	1.19	21.8	41.1		1	WG1508179
Ethylbenzene	100-41-4	106	0.200	0.867	6.41	27.8		1	WG1508179
4-Ethyltoluene	622-96-8	120	0.200	0.982	1.60	7.85		1	WG1508179
Trichlorofluoromethane	75-69-4	137.40	0.200	1.12	0.316	1.78		1	WG1508179
Dichlorodifluoromethane	75-71-8	120.92	0.200	0.989	0.570	2.82		1	WG1508179
1,1,2-Trichlorotrifluoroethane	76-13-1	187.40	0.200	1.53	ND	ND		1	WG1508179
1,2-Dichlorotetrafluoroethane	76-14-2	171	0.200	1.40	ND	ND		1	WG1508179
Heptane	142-82-5	100	0.200	0.818	17.2	70.3		1	WG1508179
Hexachloro-1,3-butadiene	87-68-3	261	0.630	6.73	ND	ND		1	WG1508179
n-Hexane	110-54-3	86.20	0.630	2.22	95.5	337		1	WG1508179
Isopropylbenzene	98-82-8	120.20	0.200	0.983	ND	ND		1	WG1508179
Methylene Chloride	75-09-2	84.90	0.200	0.694	ND	ND		1	WG1508179
Methyl Butyl Ketone	591-78-6	100	1.25	5.11	ND	ND		1	WG1508179
2-Butanone (MEK)	78-93-3	72.10	1.25	3.69	19.2	56.6		1	WG1508179
4-Methyl-2-pentanone (MIBK)	108-10-1	100.10	1.25	5.12	ND	ND		1	WG1508179
Methyl methacrylate	80-62-6	100.12	0.200	0.819	ND	ND		1	WG1508179
MTBE	1634-04-4	88.10	0.200	0.721	ND	ND		1	WG1508179
Naphthalene	91-20-3	128	0.630	3.30	ND	ND		1	WG1508179
2-Propanol	67-63-0	60.10	1.25	3.07	ND	ND		1	WG1508179
Propene	115-07-1	42.10	8.00	13.8	409	704		20	WG1508756
Styrene	100-42-5	104	0.200	0.851	ND	ND		1	WG1508179
1,1,2,2-Tetrachloroethane	79-34-5	168	0.200	1.37	ND	ND		1	WG1508179
Tetrachloroethylene	127-18-4	166	0.200	1.36	0.365	2.48		1	WG1508179
Tetrahydrofuran	109-99-9	72.10	0.200	0.590	ND	ND		1	WG1508179
Toluene	108-88-3	92.10	4.00	15.1	1580	5950		20	WG1508756
1,2,4-Trichlorobenzene	120-82-1	181	0.630	4.66	ND	ND		1	WG1508179

Cp  
2 Tc  
3 Ss  
4 Cn  
5 Sr  
6 Qc  
7 Gl  
8 Al  
9 Sc



Collected date/time: 07/08/20 14:23

L1238395

Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
1,1,1-Trichloroethane	71-55-6	133	0.200	1.09	ND	ND		1	<a href="#">WG1508179</a>
1,1,2-Trichloroethane	79-00-5	133	0.200	1.09	ND	ND		1	<a href="#">WG1508179</a>
Trichloroethylene	79-01-6	131	0.200	1.07	ND	ND		1	<a href="#">WG1508179</a>
1,2,4-Trimethylbenzene	95-63-6	120	0.200	0.982	1.46	7.17		1	<a href="#">WG1508179</a>
1,3,5-Trimethylbenzene	108-67-8	120	0.200	0.982	0.558	2.74		1	<a href="#">WG1508179</a>
2,2,4-Trimethylpentane	540-84-1	114.22	0.200	0.934	12.4	57.9		1	<a href="#">WG1508179</a>
Vinyl chloride	75-01-4	62.50	0.200	0.511	ND	ND		1	<a href="#">WG1508179</a>
Vinyl Bromide	593-60-2	106.95	0.200	0.875	ND	ND		1	<a href="#">WG1508179</a>
Vinyl acetate	108-05-4	86.10	0.200	0.704	ND	ND		1	<a href="#">WG1508179</a>
m&p-Xylene	1330-20-7	106	0.400	1.73	18.0	78.0		1	<a href="#">WG1508179</a>
o-Xylene	95-47-6	106	0.200	0.867	4.60	19.9		1	<a href="#">WG1508179</a>
Ethyl acetate	141-78-6	88	0.200	0.720	ND	ND		1	<a href="#">WG1508179</a>
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		109				<a href="#">WG1508179</a>
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		100				<a href="#">WG1508756</a>

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 07/08/20 14:02

L1238395

## Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
Acetone	67-64-1	58.10	1.25	2.97	54.0	128		1	WG1508179
Allyl chloride	107-05-1	76.53	0.200	0.626	ND	ND		1	WG1508179
Benzene	71-43-2	78.10	0.200	0.639	6.48	20.7		1	WG1508179
Benzyl Chloride	100-44-7	127	0.200	1.04	ND	ND		1	WG1508179
Bromodichloromethane	75-27-4	164	0.200	1.34	ND	ND		1	WG1508179
Bromoform	75-25-2	253	0.600	6.21	ND	ND		1	WG1508179
Bromomethane	74-83-9	94.90	0.200	0.776	ND	ND		1	WG1508179
1,3-Butadiene	106-99-0	54.10	2.00	4.43	ND	ND		1	WG1508179
Carbon disulfide	75-15-0	76.10	0.200	0.622	ND	ND		1	WG1508179
Carbon tetrachloride	56-23-5	154	0.200	1.26	ND	ND		1	WG1508179
Chlorobenzene	108-90-7	113	0.200	0.924	ND	ND		1	WG1508179
Chloroethane	75-00-3	64.50	0.200	0.528	ND	ND		1	WG1508179
Chloroform	67-66-3	119	0.200	0.973	ND	ND		1	WG1508179
Chloromethane	74-87-3	50.50	0.200	0.413	0.629	1.30		1	WG1508179
2-Chlorotoluene	95-49-8	126	0.200	1.03	ND	ND		1	WG1508179
Cyclohexane	110-82-7	84.20	0.200	0.689	1.87	6.44		1	WG1508179
Dibromochloromethane	124-48-1	208	0.200	1.70	ND	ND		1	WG1508179
1,2-Dibromoethane	106-93-4	188	0.200	1.54	ND	ND		1	WG1508179
1,2-Dichlorobenzene	95-50-1	147	0.200	1.20	ND	ND		1	WG1508179
1,3-Dichlorobenzene	541-73-1	147	0.200	1.20	ND	ND		1	WG1508179
1,4-Dichlorobenzene	106-46-7	147	0.200	1.20	ND	ND		1	WG1508179
1,2-Dichloroethane	107-06-2	99	0.200	0.810	ND	ND		1	WG1508179
1,1-Dichloroethane	75-34-3	98	0.200	0.802	ND	ND		1	WG1508179
1,1-Dichloroethene	75-35-4	96.90	0.200	0.793	ND	ND		1	WG1508179
cis-1,2-Dichloroethene	156-59-2	96.90	0.200	0.793	ND	ND		1	WG1508179
trans-1,2-Dichloroethene	156-60-5	96.90	0.200	0.793	ND	ND		1	WG1508179
1,2-Dichloropropane	78-87-5	113	0.200	0.924	ND	ND		1	WG1508179
cis-1,3-Dichloropropene	10061-01-5	111	0.200	0.908	ND	ND		1	WG1508179
trans-1,3-Dichloropropene	10061-02-6	111	0.200	0.908	ND	ND		1	WG1508179
1,4-Dioxane	123-91-1	88.10	0.200	0.721	ND	ND		1	WG1508179
Ethanol	64-17-5	46.10	0.630	1.19	8.82	16.6		1	WG1508179
Ethylbenzene	100-41-4	106	0.200	0.867	4.91	21.3		1	WG1508179
4-Ethyltoluene	622-96-8	120	0.200	0.982	1.18	5.79		1	WG1508179
Trichlorofluoromethane	75-69-4	137.40	0.200	1.12	0.263	1.48		1	WG1508179
Dichlorodifluoromethane	75-71-8	120.92	0.200	0.989	0.540	2.67		1	WG1508179
1,1,2-Trichlorotrifluoroethane	76-13-1	187.40	0.200	1.53	ND	ND		1	WG1508179
1,2-Dichlorotetrafluoroethane	76-14-2	171	0.200	1.40	ND	ND		1	WG1508179
Heptane	142-82-5	100	0.200	0.818	13.6	55.6		1	WG1508179
Hexachloro-1,3-butadiene	87-68-3	261	0.630	6.73	ND	ND		1	WG1508179
n-Hexane	110-54-3	86.20	0.630	2.22	7.78	27.4		1	WG1508179
Isopropylbenzene	98-82-8	120.20	0.200	0.983	ND	ND		1	WG1508179
Methylene Chloride	75-09-2	84.90	0.200	0.694	0.667	2.32		1	WG1508179
Methyl Butyl Ketone	591-78-6	100	1.25	5.11	ND	ND		1	WG1508179
2-Butanone (MEK)	78-93-3	72.10	1.25	3.69	16.2	47.8		1	WG1508179
4-Methyl-2-pentanone (MIBK)	108-10-1	100.10	1.25	5.12	ND	ND		1	WG1508179
Methyl methacrylate	80-62-6	100.12	0.200	0.819	ND	ND		1	WG1508179
MTBE	1634-04-4	88.10	0.200	0.721	ND	ND		1	WG1508179
Naphthalene	91-20-3	128	0.630	3.30	ND	ND		1	WG1508179
2-Propanol	67-63-0	60.10	1.25	3.07	11.6	28.5		1	WG1508179
Propene	115-07-1	42.10	0.400	0.689	ND	ND		1	WG1508179
Styrene	100-42-5	104	0.200	0.851	ND	ND		1	WG1508179
1,1,2,2-Tetrachloroethane	79-34-5	168	0.200	1.37	ND	ND		1	WG1508179
Tetrachloroethylene	127-18-4	166	0.200	1.36	ND	ND		1	WG1508179
Tetrahydrofuran	109-99-9	72.10	0.200	0.590	ND	ND		1	WG1508179
Toluene	108-88-3	92.10	20.0	75.3	1700	6400		100	WG1508756
1,2,4-Trichlorobenzene	120-82-1	181	0.630	4.66	ND	ND		1	WG1508179

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 07/08/20 14:02

L1238395

Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
1,1,1-Trichloroethane	71-55-6	133	0.200	1.09	ND	ND		1	WG1508179
1,1,2-Trichloroethane	79-00-5	133	0.200	1.09	ND	ND		1	WG1508179
Trichloroethylene	79-01-6	131	0.200	1.07	ND	ND		1	WG1508179
1,2,4-Trimethylbenzene	95-63-6	120	0.200	0.982	0.981	4.81		1	WG1508179
1,3,5-Trimethylbenzene	108-67-8	120	0.200	0.982	0.422	2.07		1	WG1508179
2,2,4-Trimethylpentane	540-84-1	114.22	0.200	0.934	36.6	171		1	WG1508179
Vinyl chloride	75-01-4	62.50	0.200	0.511	ND	ND		1	WG1508179
Vinyl Bromide	593-60-2	106.95	0.200	0.875	ND	ND		1	WG1508179
Vinyl acetate	108-05-4	86.10	0.200	0.704	ND	ND		1	WG1508179
m&p-Xylene	1330-20-7	106	0.400	1.73	13.2	57.2		1	WG1508179
o-Xylene	95-47-6	106	0.200	0.867	2.89	12.5		1	WG1508179
Ethyl acetate	141-78-6	88	0.200	0.720	ND	ND		1	WG1508179
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		125				WG1508179
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		99.9				WG1508756

Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc



Collected date/time: 07/08/20 13:46

L1238395

Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
Acetone	67-64-1	58.10	1.25	2.97	33.1	78.7		1	WG1508179
Allyl chloride	107-05-1	76.53	0.200	0.626	ND	ND		1	WG1508179
Benzene	71-43-2	78.10	0.200	0.639	1.38	4.41		1	WG1508179
Benzyl Chloride	100-44-7	127	0.200	1.04	ND	ND		1	WG1508179
Bromodichloromethane	75-27-4	164	0.200	1.34	ND	ND		1	WG1508179
Bromoform	75-25-2	253	0.600	6.21	ND	ND		1	WG1508179
Bromomethane	74-83-9	94.90	0.200	0.776	ND	ND		1	WG1508179
1,3-Butadiene	106-99-0	54.10	2.00	4.43	ND	ND		1	WG1508179
Carbon disulfide	75-15-0	76.10	0.200	0.622	ND	ND		1	WG1508179
Carbon tetrachloride	56-23-5	154	0.200	1.26	ND	ND		1	WG1508179
Chlorobenzene	108-90-7	113	0.200	0.924	ND	ND		1	WG1508179
Chloroethane	75-00-3	64.50	0.200	0.528	ND	ND		1	WG1508179
Chloroform	67-66-3	119	0.200	0.973	ND	ND		1	WG1508179
Chloromethane	74-87-3	50.50	0.200	0.413	0.346	0.715		1	WG1508179
2-Chlorotoluene	95-49-8	126	0.200	1.03	ND	ND		1	WG1508179
Cyclohexane	110-82-7	84.20	0.200	0.689	0.580	2.00		1	WG1508179
Dibromochloromethane	124-48-1	208	0.200	1.70	ND	ND		1	WG1508179
1,2-Dibromoethane	106-93-4	188	0.200	1.54	ND	ND		1	WG1508179
1,2-Dichlorobenzene	95-50-1	147	0.200	1.20	ND	ND		1	WG1508179
1,3-Dichlorobenzene	541-73-1	147	0.200	1.20	ND	ND		1	WG1508179
1,4-Dichlorobenzene	106-46-7	147	0.200	1.20	ND	ND		1	WG1508179
1,2-Dichloroethane	107-06-2	99	0.200	0.810	ND	ND		1	WG1508179
1,1-Dichloroethane	75-34-3	98	0.200	0.802	ND	ND		1	WG1508179
1,1-Dichloroethene	75-35-4	96.90	0.200	0.793	ND	ND		1	WG1508179
cis-1,2-Dichloroethene	156-59-2	96.90	0.200	0.793	ND	ND		1	WG1508179
trans-1,2-Dichloroethene	156-60-5	96.90	0.200	0.793	ND	ND		1	WG1508179
1,2-Dichloropropane	78-87-5	113	0.200	0.924	ND	ND		1	WG1508179
cis-1,3-Dichloropropene	10061-01-5	111	0.200	0.908	ND	ND		1	WG1508179
trans-1,3-Dichloropropene	10061-02-6	111	0.200	0.908	ND	ND		1	WG1508179
1,4-Dioxane	123-91-1	88.10	0.200	0.721	ND	ND		1	WG1508179
Ethanol	64-17-5	46.10	0.630	1.19	20.3	38.3		1	WG1508179
Ethylbenzene	100-41-4	106	0.200	0.867	1.69	7.33		1	WG1508179
4-Ethyltoluene	622-96-8	120	0.200	0.982	0.598	2.93		1	WG1508179
Trichlorofluoromethane	75-69-4	137.40	0.200	1.12	0.238	1.34		1	WG1508179
Dichlorodifluoromethane	75-71-8	120.92	0.200	0.989	0.504	2.49		1	WG1508179
1,1,2-Trichlorotrifluoroethane	76-13-1	187.40	0.200	1.53	ND	ND		1	WG1508179
1,2-Dichlorotetrafluoroethane	76-14-2	171	0.200	1.40	ND	ND		1	WG1508179
Heptane	142-82-5	100	0.200	0.818	3.70	15.1		1	WG1508179
Hexachloro-1,3-butadiene	87-68-3	261	0.630	6.73	ND	ND		1	WG1508179
n-Hexane	110-54-3	86.20	0.630	2.22	1.94	6.84		1	WG1508179
Isopropylbenzene	98-82-8	120.20	0.200	0.983	ND	ND		1	WG1508179
Methylene Chloride	75-09-2	84.90	0.200	0.694	1.05	3.65		1	WG1508179
Methyl Butyl Ketone	591-78-6	100	1.25	5.11	ND	ND		1	WG1508179
2-Butanone (MEK)	78-93-3	72.10	1.25	3.69	6.12	18.0		1	WG1508179
4-Methyl-2-pentanone (MIBK)	108-10-1	100.10	1.25	5.12	ND	ND		1	WG1508179
Methyl methacrylate	80-62-6	100.12	0.200	0.819	ND	ND		1	WG1508179
MTBE	1634-04-4	88.10	0.200	0.721	ND	ND		1	WG1508179
Naphthalene	91-20-3	128	0.630	3.30	ND	ND		1	WG1508179
2-Propanol	67-63-0	60.10	1.25	3.07	9.07	22.3		1	WG1508179
Propene	115-07-1	42.10	0.400	0.689	ND	ND		1	WG1508179
Styrene	100-42-5	104	0.200	0.851	ND	ND		1	WG1508179
1,1,2,2-Tetrachloroethane	79-34-5	168	0.200	1.37	ND	ND		1	WG1508179
Tetrachloroethylene	127-18-4	166	0.200	1.36	ND	ND		1	WG1508179
Tetrahydrofuran	109-99-9	72.10	0.200	0.590	ND	ND		1	WG1508179
Toluene	108-88-3	92.10	4.00	15.1	898	3380		20	WG1508756
1,2,4-Trichlorobenzene	120-82-1	181	0.630	4.66	ND	ND		1	WG1508179

Cp  
Tc  
Ss  
Cn  
Sr  
Qc  
Gl  
Al  
Sc



Collected date/time: 07/08/20 13:46

L1238395

Volatile Organic Compounds (MS) by Method TO-15

Analyte	CAS #	Mol. Wt.	RDL1 ppbv	RDL2 ug/m3	Result ppbv	Result ug/m3	Qualifier	Dilution	Batch
1,1,1-Trichloroethane	71-55-6	133	0.200	1.09	ND	ND		1	<a href="#">WG1508179</a>
1,1,2-Trichloroethane	79-00-5	133	0.200	1.09	ND	ND		1	<a href="#">WG1508179</a>
Trichloroethylene	79-01-6	131	0.200	1.07	ND	ND		1	<a href="#">WG1508179</a>
1,2,4-Trimethylbenzene	95-63-6	120	0.200	0.982	0.664	3.26		1	<a href="#">WG1508179</a>
1,3,5-Trimethylbenzene	108-67-8	120	0.200	0.982	0.223	1.09		1	<a href="#">WG1508179</a>
2,2,4-Trimethylpentane	540-84-1	114.22	0.200	0.934	8.11	37.9		1	<a href="#">WG1508179</a>
Vinyl chloride	75-01-4	62.50	0.200	0.511	ND	ND		1	<a href="#">WG1508179</a>
Vinyl Bromide	593-60-2	106.95	0.200	0.875	ND	ND		1	<a href="#">WG1508179</a>
Vinyl acetate	108-05-4	86.10	0.200	0.704	ND	ND		1	<a href="#">WG1508179</a>
m&p-Xylene	1330-20-7	106	0.400	1.73	4.81	20.9		1	<a href="#">WG1508179</a>
o-Xylene	95-47-6	106	0.200	0.867	1.22	5.29		1	<a href="#">WG1508179</a>
Ethyl acetate	141-78-6	88	0.200	0.720	ND	ND		1	<a href="#">WG1508179</a>
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		109				<a href="#">WG1508179</a>
(S) 1,4-Bromofluorobenzene	460-00-4	175	60.0-140		97.1				<a href="#">WG1508756</a>

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

# WG1507804

Volatile Organic Compounds (MS) by Method TO-15

## QUALITY CONTROL SUMMARY

L1238395-01.02.03

ONE LAB. NATIONWIDE.

### Method Blank (MB)

(MB) R3548939-3 07/12/20 11:14

Analyte	MB Result ppbv	MB Qualifier	MB MDL ppbv	MB RDL ppbv
Acetone	U		0.584	1.25
Allyl Chloride	U		0.114	0.200
Benzene	U		0.0715	0.200
Benzyl Chloride	U		0.0598	0.200
Bromodichloromethane	U		0.0702	0.200
Bromoform	U		0.0732	0.600
Bromomethane	U		0.0982	0.200
1,3-Butadiene	U		0.104	2.00
Carbon disulfide	U		0.102	0.200
Carbon tetrachloride	U		0.0732	0.200
Chlorobenzene	U		0.0832	0.200
Chloroethane	U		0.0996	0.200
Chloroform	U		0.0717	0.200
Chloromethane	U		0.103	0.200
2-Chlorotoluene	U		0.0828	0.200
Cyclohexane	U		0.0753	0.200
Dibromochloromethane	U		0.0727	0.200
1,2-Dibromoethane	U		0.0721	0.200
1,3-Dichlorobenzene	U		0.128	0.200
1,4-Dichlorobenzene	U		0.182	0.200
1,4-Dichloroethane	U		0.0557	0.200
1,2-Dichloroethane	U		0.0700	0.200
1,1-Dichloroethane	U		0.0723	0.200
1,1-Dichloroethene	U		0.0762	0.200
cis-1,2-Dichloroethene	U		0.0784	0.200
trans-1,2-Dichloroethene	U		0.0673	0.200
1,2-Dichloropropane	U		0.0760	0.200
cis-1,3-Dichloropropene	U		0.0689	0.200
trans-1,3-Dichloropropene	U		0.0728	0.200
1,4-Dioxane	U		0.0833	0.200
Ethylbenzene	U		0.0835	0.200
4-Ethyltoluene	U		0.0783	0.200
Trichlorofluoromethane	U		0.0819	0.200
Dichlorodifluoromethane	U		0.137	0.200
1,1,2-Trichlorotrifluoroethane	U		0.0793	0.200
1,2-Dichlorotetrafluoroethane	U		0.0890	0.200
Heptane	U		0.104	0.200
Hexachloro-1,3-butadiene	U		0.105	0.630
n-Hexane	U		0.206	0.630
Isopropylbenzene	U		0.0777	0.200

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 Gl

8 Al

9 Sc

Method Blank (MB)

(MB) R3548939-3 07/12/20 11:14

Analyte	MB Result ppbv	MB Qualifier	MB MDL ppbv	MB RDL ppbv
Methylene Chloride	U		0.0979	0.200
Methyl Butyl Ketone	U		0.133	1.25
2-Butanone (MEK)	U		0.0814	1.25
4-Methyl-2-pentanone (MIBK)	U		0.0765	1.25
Methyl Methacrylate	U		0.0876	0.200
MTBE	U		0.0647	0.200
Naphthalene	U		0.350	0.630
2-Propanol	U		0.264	1.25
Propene	0.137	J	0.0932	0.400
Styrene	U		0.0788	0.200
1,1,2,2-Tetrachloroethane	U		0.0743	0.200
Tetrachloroethylene	U		0.0814	0.200
Tetrahydrofuran	U		0.0734	0.200
1,2,4-Trichlorobenzene	U		0.148	0.630
1,1,1-Trichloroethane	U		0.0736	0.200
1,1,2-Trichloroethane	U		0.0775	0.200
Trichloroethylene	U		0.0680	0.200
1,2,4-Trimethylbenzene	U		0.0764	0.200
1,3,5-Trimethylbenzene	U		0.0779	0.200
2,2,4-Trimethylpentane	U		0.133	0.200
Vinyl chloride	U		0.0949	0.200
Vinyl Bromide	U		0.0852	0.200
Vinyl acetate	U		0.116	0.200
m&p-Xylene	U		0.135	0.400
o-Xylene	U		0.0828	0.200
Ethanol	U		0.265	0.630
Ethyl acetate	U		0.100	0.200
(S) 1,4-Bromofluorobenzene	96.2			60.0-140

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3548939-1 07/12/20 09:43 • (LCSD) R3548939-2 07/12/20 10:31

Analyte	Spike Amount		LCS Result		LCSD Result		LCS Rec.		LCSD Rec.		Rec. Limits		LCS Qualifier		LCSD Qualifier		RPD Limits	
	ppbv	%	ppbv	%	ppbv	%	%	%	%	%	%	%	%	%	%	%	%	%
Ethanol	3.75	3.98	3.98	4.13	4.13	106	110	55.0-148	3.70	3.70	25	3.70	3.70	25	3.70	3.70	25	25
Propene	3.75	3.79	3.79	3.77	3.77	101	101	64.0-144	0.529	0.529	25	0.529	0.529	25	0.529	0.529	25	25
Dichlorodifluoromethane	3.75	4.07	4.07	3.95	3.95	109	105	64.0-139	2.99	2.99	25	2.99	2.99	25	2.99	2.99	25	25
1,2-Dichlorotetrafluoroethane	3.75	4.11	4.11	4.11	4.11	110	110	70.0-130	0.000	0.000	25	0.000	0.000	25	0.000	0.000	25	25
Chloromethane	3.75	3.92	3.92	3.90	3.90	105	104	70.0-130	0.512	0.512	25	0.512	0.512	25	0.512	0.512	25	25

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3548939-1 07/12/20 09:43 • (LCSD) R3548939-2 07/12/20 10:31

Analyte	Spike Amount ppbv	LCS Result ppbv	LCSD Result ppbv	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Vinyl chloride	3.75	4.26	4.22	114	113	70.0-130			0.943	25
1,3-Butadiene	3.75	3.72	3.62	99.2	96.5	70.0-130			2.72	25
Bromomethane	3.75	4.20	4.04	112	108	70.0-130			3.88	25
Chloroethane	3.75	4.27	4.42	114	118	70.0-130			3.45	25
Trichlorofluoromethane	3.75	3.85	3.90	103	104	70.0-130			1.29	25
1,1,2-Trichlorotrifluoroethane	3.75	4.01	4.06	107	108	70.0-130			1.24	25
1,1-Dichloroethene	3.75	4.00	4.05	107	108	70.0-130			1.24	25
1,1-Dichloroethane	3.75	4.10	4.14	109	110	70.0-130			0.971	25
Acetone	3.75	3.68	3.72	98.1	99.2	70.0-130			1.08	25
2-Propanol	3.75	3.76	3.90	100	104	70.0-139			3.66	25
Carbon disulfide	3.75	4.05	4.11	108	110	70.0-130			1.47	25
Methylene Chloride	3.75	3.74	3.81	99.7	102	70.0-130			1.85	25
MTBE	3.75	4.21	4.20	112	112	70.0-130			0.238	25
trans-1,2-Dichloroethene	3.75	3.99	4.07	106	109	70.0-130			1.99	25
n-Hexane	3.75	4.17	4.19	111	112	70.0-130			0.478	25
Vinyl acetate	3.75	4.11	4.19	110	112	70.0-130			1.93	25
Methyl Ethyl Ketone	3.75	4.37	4.38	117	117	70.0-130			0.229	25
cis-1,2-Dichloroethene	3.75	4.09	4.09	109	109	70.0-130			0.000	25
Chloroform	3.75	3.97	3.99	106	106	70.0-130			0.503	25
Cyclohexane	3.75	4.37	4.41	117	118	70.0-130			0.911	25
1,1,1-Trichloroethane	3.75	3.90	3.92	104	105	70.0-130			0.512	25
Carbon tetrachloride	3.75	3.84	3.85	102	103	70.0-130			0.260	25
Benzene	3.75	4.12	4.19	110	112	70.0-130			1.68	25
1,2-Dichloroethane	3.75	3.66	3.74	97.6	99.7	70.0-130			2.16	25
Heptane	3.75	4.55	4.64	121	124	70.0-130			1.96	25
Trichloroethylene	3.75	3.93	3.88	105	103	70.0-130			1.28	25
1,2-Dichloropropane	3.75	4.06	4.03	108	107	70.0-130			0.742	25
1,4-Dioxane	3.75	4.11	4.16	110	111	70.0-140			1.21	25
Bromodichloromethane	3.75	3.82	3.78	102	101	70.0-130			1.05	25
cis-1,3-Dichloropropene	3.75	4.14	4.11	110	110	70.0-130			0.727	25
4-Methyl-2-pentanone (MIBK)	3.75	3.89	3.86	104	103	70.0-139			0.774	25
trans-1,3-Dichloropropene	3.75	4.17	4.18	111	111	70.0-130			0.240	25
1,1,2-Trichloroethane	3.75	3.94	4.00	105	107	70.0-130			1.51	25
Tetrachloroethylene	3.75	3.76	3.78	100	101	70.0-130			0.531	25
Methyl Butyl Ketone	3.75	4.02	4.03	107	107	70.0-149			0.248	25
Dibromochloromethane	3.75	3.85	3.89	103	104	70.0-130			1.03	25
1,2-Dibromoethane	3.75	4.18	4.19	111	112	70.0-130			0.239	25
Chlorobenzene	3.75	4.15	4.18	111	111	70.0-130			0.720	25
Ethylbenzene	3.75	4.12	4.16	110	111	70.0-130			0.966	25
m&p-Xylene	7.50	8.31	8.38	111	112	70.0-130			0.839	25

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3548939-1 07/12/20 09:43 • (LCSD) R3548939-2 07/12/20 10:31

Analyte	Spike Amount ppbv	LCS Result ppbv	LCSD Result ppbv	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD	RPD Limits %
o-Xylene	3.75	4.15	4.13	111	110	70.0-130			0.483	25
Styrene	3.75	4.34	4.34	116	116	70.0-130			0.000	25
Bromoform	3.75	3.85	3.86	103	103	70.0-130			0.259	25
1,1,2,2-Tetrachloroethane	3.75	4.03	4.01	107	107	70.0-130			0.498	25
4-Ethyltoluene	3.75	4.12	4.16	110	111	70.0-130			0.966	25
1,3,5-Trimethylbenzene	3.75	4.11	4.14	110	110	70.0-130			0.727	25
1,2,4-Trimethylbenzene	3.75	4.17	4.19	111	112	70.0-130			0.478	25
1,3-Dichlorobenzene	3.75	4.13	4.16	110	111	70.0-130			0.724	25
1,4-Dichlorobenzene	3.75	4.23	4.31	113	115	70.0-130			1.87	25
Benzyl Chloride	3.75	4.42	4.45	118	119	70.0-152			0.676	25
1,2-Dichlorobenzene	3.75	3.99	4.06	106	108	70.0-130			1.74	25
1,2,4-Trichlorobenzene	3.75	4.01	4.13	107	110	70.0-160			2.95	25
Hexachloro-1,3-butadiene	3.75	3.72	3.79	99.2	101	70.0-151			1.86	25
Naphthalene	3.75	3.90	4.03	104	107	70.0-159			3.28	25
Allyl Chloride	3.75	4.22	4.19	113	112	70.0-130			0.713	25
2-Chlorotoluene	3.75	4.01	4.03	107	107	70.0-130			0.498	25
Methyl Methacrylate	3.75	4.31	4.18	115	111	70.0-130			3.06	25
Tetrahydrofuran	3.75	4.03	4.06	107	108	70.0-137			0.742	25
2,2,4-Trimethylpentane	3.75	4.29	4.29	114	114	70.0-130			0.000	25
Vinyl Bromide	3.75	4.12	4.19	110	112	70.0-130			1.68	25
Isopropylbenzene	3.75	4.14	4.17	110	111	70.0-130			0.722	25
Ethyl acetate	3.75	4.38	4.45	117	119	70.0-130			1.59	25
(S) 1,4-Bromofluorobenzene				98.7	99.0	60.0-140				

1 Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc



Method Blank (MB)

(MB) R3549115-3 07/13/20 10:46

Analyte	MB Result ppbv	MB Qualifier	MB MDL ppbv	MB RDL ppbv
Acetone	U	0.584	0.630	1.25
n-Hexane	U	0.206	0.400	0.630
Propene	U	0.0932	0.200	0.400
Toluene	U	0.0870	60.0-140	0.200
(S) 1,4-Dibromofluorobenzene	94.0			

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3549115-1 07/13/20 09:22 • (LCSD) R3549115-2 07/13/20 10:04

Analyte	Spike Amount ppbv	LCS Result ppbv	LCSD Result ppbv	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Propene	3.75	3.49	3.47	93.1	92.5	64.0-144		0.575	0.575	25
Acetone	3.75	4.05	3.51	108	93.6	70.0-130		14.3	14.3	25
n-Hexane	3.75	3.86	3.83	103	102	70.0-130		0.780	0.780	25
Toluene	3.75	4.68	4.59	125	122	70.0-130		1.94	1.94	25
(S) 1,4-Dibromofluorobenzene				95.5	95.6	60.0-140				

1 Cp	2 Tc	3 Ss	4 Cn	5 Sr	6 Qc	7 Gl	8 Al	9 Sc
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Method Blank (MB)

(MB) R3549141-3 07/13/20 10:31

Cp
<sup>2</sup>Tc
<sup>3</sup>Ss
<sup>4</sup>Cn
<sup>5</sup>Sr
<sup>6</sup>Qc
<sup>7</sup>Gl
<sup>8</sup>Al
<sup>9</sup>Sc

Analyte	MB Result ppbv	MB Qualifier	MB MDL ppbv	MB RDL ppbv
Acetone	U		0.584	1.25
Allyl Chloride	U		0.114	0.200
Benzene	U		0.0715	0.200
Benzyl Chloride	U		0.0598	0.200
Bromodichloromethane	U		0.0702	0.200
Bromoform	U		0.0732	0.600
Bromomethane	U		0.0982	0.200
1,3-Butadiene	U		0.104	2.00
Carbon disulfide	U		0.102	0.200
Carbon tetrachloride	U		0.0732	0.200
Chlorobenzene	U		0.0832	0.200
Chloroethane	U		0.0996	0.200
Chloroform	U		0.0717	0.200
Chloromethane	U		0.103	0.200
2-Chlorotoluene	U		0.0828	0.200
Cyclohexane	U		0.0753	0.200
Dibromochloromethane	U		0.0727	0.200
1,2-Dibromoethane	U		0.0721	0.200
1,2-Dichlorobenzene	U		0.128	0.200
1,3-Dichlorobenzene	U		0.182	0.200
1,4-Dichlorobenzene	U		0.0557	0.200
1,2-Dichloroethane	U		0.0700	0.200
1,1-Dichloroethane	U		0.0723	0.200
1,1-Dichloroethene	U		0.0762	0.200
cis-1,2-Dichloroethene	U		0.0784	0.200
trans-1,2-Dichloroethene	U		0.0673	0.200
1,2-Dichloropropane	U		0.0760	0.200
cis-1,3-Dichloropropene	U		0.0689	0.200
trans-1,3-Dichloropropene	U		0.0728	0.200
1,4-Dioxane	U		0.0833	0.200
Ethylbenzene	U		0.0835	0.200
4-Ethyltoluene	U		0.0783	0.200
Trichlorofluoromethane	U		0.0819	0.200
Dichlorodifluoromethane	U		0.137	0.200
1,1,2-Trichlorotrifluoroethane	U		0.0793	0.200
1,2-Dichlorotetrafluoroethane	U		0.0890	0.200
Heptane	U		0.104	0.200
Hexachloro-1,3-butadiene	U		0.105	0.630
n-Hexane	U		0.206	0.630
Isopropylbenzene	U		0.0777	0.200

Method Blank (MB)

(MB) R3549141-3 07/13/20 10:31

Analyte	MB Result ppbv	MB Qualifier	MB MDL ppbv	MB RDL ppbv
Methylene Chloride	U		0.0979	0.200
Methyl Butyl Ketone	U		0.133	1.25
2-Butanone (MEK)	U		0.0814	1.25
4-Methyl-2-pentanone (MIBK)	U		0.0765	1.25
Methyl Methacrylate	U		0.0876	0.200
MTBE	U		0.0647	0.200
Naphthalene	U		0.350	0.630
2-Propanol	U		0.264	1.25
Propene	U		0.0932	0.400
Styrene	U		0.0788	0.200
1,1,2,2-Tetrachloroethane	U		0.0743	0.200
Tetrachloroethylene	U		0.0814	0.200
Tetrahydrofuran	U		0.0734	0.200
1,2,4-Trichlorobenzene	U		0.148	0.630
1,1,1-Trichloroethane	U		0.0736	0.200
1,1,2-Trichloroethane	U		0.0775	0.200
Trichloroethylene	U		0.0680	0.200
1,2,4-Trimethylbenzene	U		0.0764	0.200
1,3,5-Trimethylbenzene	U		0.0779	0.200
2,2,4-Trimethylpentane	U		0.133	0.200
Vinyl chloride	U		0.0949	0.200
Vinyl Bromide	U		0.0852	0.200
Vinyl acetate	U		0.116	0.200
m&p-Xylene	U		0.135	0.400
o-Xylene	U		0.0828	0.200
Ethanol	U		0.265	0.630
Ethyl acetate	U		0.100	0.200
(S) 1,4-Bromofluorobenzene 101				60.0-140

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3549141-1 07/13/20 09:14 • (LCSD) R3549141-2 07/13/20 09:53

Analyte	Spike Amount ppbv	LCS Result ppbv	LCSD Result ppbv	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Ethanol	3.75	4.06	4.01	108	107	55.0-148			1.24	25
Propene	3.75	4.16	3.97	111	106	64.0-144			4.67	25
Dichlorodifluoromethane	3.75	3.99	3.88	106	103	64.0-139			2.80	25
1,2-Dichlorotetrafluoroethane	3.75	3.95	3.83	105	102	70.0-130			3.08	25
Chloromethane	3.75	4.04	3.93	108	105	70.0-130			2.76	25



Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3549141-07/13/20 09:14 • (LCSD) R3549141+2 07/13/20 09:53

Analyte	Spike Amount ppbv	LCS Result ppbv	LCSD Result ppbv	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Vinyl chloride	3.75	4.00	3.82	107	102	70.0-130			4.60	25
1,3-Butadiene	3.75	4.31	4.09	115	109	70.0-130			5.24	25
Bromomethane	3.75	3.81	3.67	102	97.9	70.0-130			3.74	25
Chloroethane	3.75	3.81	3.61	102	96.3	70.0-130			5.39	25
Trichlorofluoromethane	3.75	4.03	3.85	107	103	70.0-130			4.57	25
1,1,2-Trichlorotrifluoroethane	3.75	3.94	3.80	105	101	70.0-130			3.62	25
1,1-Dichloroethene	3.75	4.06	3.98	108	106	70.0-130			1.99	25
1,1-Dichloroethane	3.75	3.96	3.82	106	102	70.0-130			3.60	25
Acetone	3.75	4.33	4.25	115	113	70.0-130			1.86	25
2-Propanol	3.75	4.27	4.18	114	111	70.0-139			2.13	25
Carbon disulfide	3.75	3.99	3.86	106	103	70.0-130			3.31	25
Methylene Chloride	3.75	3.87	3.77	103	101	70.0-130			2.62	25
MTBE	3.75	4.05	3.95	108	105	70.0-130			2.50	25
trans-1,2-Dichloroethene	3.75	4.01	3.92	107	105	70.0-130			2.27	25
n-Hexane	3.75	4.04	3.94	108	105	70.0-130			2.51	25
Vinyl acetate	3.75	4.10	3.93	109	105	70.0-130			4.23	25
Methyl Ethyl Ketone	3.75	3.95	3.87	105	103	70.0-130			2.05	25
cis-1,2-Dichloroethene	3.75	4.00	3.90	107	104	70.0-130			2.53	25
Chloroform	3.75	3.89	3.75	104	100	70.0-130			3.66	25
Cyclohexane	3.75	3.99	3.90	106	104	70.0-130			2.28	25
1,1,1-Trichloroethane	3.75	3.85	3.76	103	100	70.0-130			2.37	25
Carbon tetrachloride	3.75	3.91	3.77	104	101	70.0-130			3.65	25
Benzene	3.75	3.83	3.70	102	98.7	70.0-130			3.45	25
1,2-Dichloroethane	3.75	3.91	3.79	104	101	70.0-130			3.12	25
Heptane	3.75	4.01	3.91	107	104	70.0-130			2.53	25
Trichloroethylene	3.75	3.86	3.67	103	97.9	70.0-130			5.05	25
1,2-Dichloropropane	3.75	3.91	3.78	104	101	70.0-130			3.38	25
1,4-Dioxane	3.75	3.96	3.81	106	102	70.0-140			3.86	25
Bromodichloromethane	3.75	3.82	3.69	102	98.4	70.0-130			3.46	25
cis-1,3-Dichloropropene	3.75	3.88	3.75	103	100	70.0-130			3.41	25
4-Methyl-2-pentanone (MIBK)	3.75	4.04	3.93	108	105	70.0-139			2.76	25
trans-1,3-Dichloropropene	3.75	3.93	3.81	105	102	70.0-130			3.10	25
1,1,2-Trichloroethane	3.75	3.83	3.70	102	98.7	70.0-130			3.45	25
Tetrachloroethylene	3.75	3.73	3.64	99.5	97.1	70.0-130			2.44	25
Methyl Butyl Ketone	3.75	4.07	3.96	109	106	70.0-149			2.74	25
Dibromochloromethane	3.75	3.80	3.68	101	98.1	70.0-130			3.21	25
1,2-Dibromoethane	3.75	3.87	3.70	103	98.7	70.0-130			4.49	25
Chlorobenzene	3.75	3.82	3.70	102	98.7	70.0-130			3.19	25
Ethylbenzene	3.75	3.96	3.84	106	102	70.0-130			3.08	25
m&p-Xylene	7.50	8.12	7.91	108	105	70.0-130			2.62	25



Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3549141-1 07/13/20 09:14 • (LCSD) R3549141-2 07/13/20 09:53

Analyte	Spike Amount ppbv	LCS Result ppbv	LCSD Result ppbv	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
o-Xylene	3.75	3.94	3.88	105	103	70.0-130			1.53	25
Styrene	3.75	4.06	3.93	108	105	70.0-130			3.25	25
Bromoform	3.75	3.76	3.68	100	98.1	70.0-130			2.15	25
1,1,2,2-Tetrachloroethane	3.75	3.93	3.81	105	102	70.0-130			3.10	25
4-Ethyltoluene	3.75	4.00	3.92	107	105	70.0-130			2.02	25
1,3,5-Trimethylbenzene	3.75	4.09	3.98	109	106	70.0-130			2.73	25
1,2,4-Trimethylbenzene	3.75	4.07	3.97	109	106	70.0-130			2.49	25
1,3-Dichlorobenzene	3.75	3.85	3.74	103	99.7	70.0-130			2.90	25
1,4-Dichlorobenzene	3.75	3.95	3.85	105	103	70.0-130			2.56	25
Benzyl Chloride	3.75	3.91	3.82	104	102	70.0-152			2.33	25
1,2-Dichlorobenzene	3.75	3.84	3.73	102	99.5	70.0-130			2.91	25
1,2,4-Trichlorobenzene	3.75	3.84	3.74	102	99.7	70.0-160			2.64	25
Hexachloro-1,3-butadiene	3.75	3.65	3.55	97.3	94.7	70.0-151			2.78	25
Naphthalene	3.75	3.88	3.80	103	101	70.0-159			2.08	25
Allyl Chloride	3.75	4.16	4.10	111	109	70.0-130			1.45	25
2-Chlorotoluene	3.75	3.95	3.87	105	103	70.0-130			2.05	25
Methyl Methacrylate	3.75	3.89	3.77	104	101	70.0-130			3.13	25
Tetrahydrofuran	3.75	4.01	3.91	107	104	70.0-137			2.53	25
2,2,4-Trimethylpentane	3.75	4.14	4.05	110	108	70.0-130			2.20	25
Vinyl Bromide	3.75	3.84	3.71	102	98.9	70.0-130			3.44	25
Isopropylbenzene	3.75	4.07	3.97	109	106	70.0-130			2.49	25
Ethyl acetate	3.75	4.01	3.83	107	102	70.0-130			4.59	25
(S) 1,4-Bromofluorobenzene				100	100	60.0-140				

Cp
2 Tc
3 Ss
4 Cn
5 Sr
6 Qc
7 Gl
8 Al
9 Sc

Method Blank (MB)

(MB) R3549596-1 07/14/20 10:31

Analyte	MB Result ppbv	MB Qualifier	MB MDL ppbv	MB RDL ppbv
Propene	U	0.0932	0.0932	0.400
Toluene	U	0.0870	0.0870	0.200
(S) 1,4-Bromofluorobenzene	102			60.0-140

Laboratory Control Sample (LCS) • Laboratory Control Sample Duplicate (LCSD)

(LCS) R3549596-2 07/14/20 11:19 • (LCSD) R3549596-3 07/14/20 12:02

Analyte	Spike Amount ppbv	LCS Result ppbv	LCSD Result ppbv	LCS Rec. %	LCSD Rec. %	Rec. Limits %	LCS Qualifier	LCSD Qualifier	RPD %	RPD Limits %
Propene	3.75	3.36	3.77	89.6	101	64.0-144			11.5	25
Toluene	3.75	4.16	4.26	111	114	70.0-130			2.38	25
(S) 1,4-Bromofluorobenzene				99.0	104	60.0-140				

1 Cp	2 Tc	3 Ss	4 Cn	5 Sr	6 Qc	7 GI	8 AI	9 Sc
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## Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

### Abbreviations and Definitions

MDL	Method Detection Limit.
ND	Not detected at the Reporting Limit (or MDL where applicable).
RDL	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
(S)	Surrogate (Surrogate Standard) - Analytes added to every blank, sample, Laboratory Control Sample/Duplicate and Matrix Spike/Duplicate; used to evaluate analytical efficiency by measuring recovery. Surrogates are not expected to be detected in all environmental media.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state "ND" (Not Detected) or "BDL" (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

1 Cp

2 Tc

3 Ss

4 Cn

5 Sr

6 Qc

7 GI

8 AI

9 Sc

### Qualifier Description

J The identification of the analyte is acceptable; the reported value is an estimate.



**Rosso Environmental, Inc. - Berkeley, CA**

1400 Shattuck Avenue

Report to:  
**Jeremy Wilson**

Project Description:  
**Byron Airport**

Phone: **510-647-8290**  
**415-583-9061**

Collected by (print):  
**Jeremy Wilson**

Collected by (signature):  
*[Signature]*

Immediately Packed on Ice  Y  N

Sample ID (**56cm<sup>3</sup>**)  
**10#**

Comp/Grab Matrix \* Depth Time

Grb Air 5' 1320

1453

1300

1423

1402

1346

1

1

1

1

1

1

1

1

1

1

1

1

1

1

**Billing Information:**

Accounts Payable  
PO Box 1923  
Lafayette, CA 94549-1923

Email To:  
jeremywilson@rossoenv.com; jlover@rossoenv.com

City/State Collected:  
**Byron, CA**

Client Project #  
**20-0020.02**

Lab Project #  
**ROSENVLCA-20002002**

Quote #

Date Results Needed  
**Standard TAT**

No. of Entrs

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

**Analysis / Container / Preservative**

Pres Chk

Analysis / Container / Preservative

Chain of Custody Page 1 of 1



12065 Lebanon Rd  
Mount Juliet, TN 37122  
Phone: 615-758-5858  
Phone: 800-767-5859  
Fax: 615-758-5859

SDG # **123885**

**E022**

Account: **ROSENVLCA**

Template: **T170108**

Prelogin: **P783202**

PM: **546 - Jared Starky**

Shipped Via: **FedEx Saver**

Remarks

Sample # (lab only)

01

02

03

04

05

16

Sample Receipt Checklist

CCC Seal Present/Intact:  Y  N

CCC Signed/Account:  Y  N

Bottle arrive intact:  Y  N

Correct bottles used:  Y  N

Sufficient volume sent:  Y  N

If Applicable

VOL Zero Reseal:  Y  N

Preservation Correct/Checked:  Y  N

RAD Screen <0.5 mR/hr:  Y  N

Temp: **Amb**

Date: **7-10**

Time: **0830**

Temp: **°C**

Bottles Received: **6**

HCl / MeOH

TBA

Received by (Signature): *[Signature]*

Received by (Signature)

Received for lab by (Signature)

Tracking # **14117665603**

Received by (Signature)

Received by (Signature)

Received for lab by (Signature)

Time: **1015**

Date: **7-9-2020**

Date:

Relinquished by: (Signature)

Matrix:

SS - Soil

AIR - Air

F - Filter

GW - Groundwater

B - Bioassay

WW - Wastewater

DW - Drinking Water

OT - Other

Remarks:

Matrix returned via:

UPS  FedEx  Courier

Condition:

NCF /

Analysis / Container / Preservative



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: January 5, 2021

Subject: Claims

---

**RECOMMENDATION(S):**

DENY claims filed by Tracy Pachote and minor, Majid Ahmadih, Kenneth Collins, Rainfall Favalora, Arnulfo Rivera Jr., Matthew Rodriguez, and Sarah Tuning.

**FISCAL IMPACT:**

none.

**BACKGROUND:**

DENY claims filed by Tracy Pachote and minor, Majid Ahmadih, Kenneth Collins, Rainfall Favalora, Arnulfo Rivera Jr., Matthew Rodriguez, and Sarah Tuning.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Scott Selby  
925.335.1400

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Caoile, Director of Risk Management  
Date: January 5, 2021

Subject: Final Settlement of Claim, De Michiel vs Contra Costa County

---

**RECOMMENDATION(S):**

RECEIVE this report concerning the final settlement of Kirt De Michiel and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$135,000.

**FISCAL IMPACT:**

Workers' Compensation Internal Service Fund payment of \$135,000, less permanent disability advances.

**BACKGROUND:**

Attorney Mark A. Cartier, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Kirt De Michiel vs Contra Costa County. The Board's December 15, 2020 closed session vote was: Supervisors Gioia, Andersen, Burgis, Mitchoff and Glover - Yes. This action is taken so that the terms of this final settlement and the earlier December 15, 2020 closed session vote of this Board authorizing its negotiated settlement are known publicly.

**CONSEQUENCE OF NEGATIVE ACTION:**

Case will not be settled.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Karen Caoile  
925-335-1400

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Caoile, Director of Risk Management  
Date: January 5, 2021

Subject: Final Settlement of Claim, Cleveland vs. Contra Costa County

---

**RECOMMENDATION(S):**

RECEIVE this report concerning the final settlement of Victoria Cleveland and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$360,000, less permanent disability advances.

**FISCAL IMPACT:**

Workers' Compensation Internal Service fund payment of \$360,000, less permanent disability advances.

**BACKGROUND:**

Attorney Mark A. Cartier, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Victoria Cleveland vs. Contra Costa County. The Board's December 8, 2020 closed session vote was: Supervisors Gioia, Andersen, Burgis, Mitchoff and Glover - Yes. This action is taken so that the terms of this final settlement and the earlier December 8, 2020 closed session vote of this Board authorizing its negotiated settlement are known publicly.

**CONSEQUENCE OF NEGATIVE ACTION:**

Case will not be settled.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Karen Caoile  
925-335-1400

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 5, 2021

Subject: Honoring Gerard Boulanger for His Years of Public Service

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact:  
925-608-4200

By: , Deputy

cc:

ATTACHMENTS

Resolution 2021/7

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

In the matter of:

**Resolution No. 2021/7**

**Honoring the public service of Gerard Boulanger, Councilmember of Hercules**

Whereas, Gerard Boulanger was first elected to the Hercules City Council in 2011;  
and

Whereas, during his tenure on the Hercules City Council, Gerard Boulanger served as Hercules's delegate to the Association of Bay Area Governments; and

Whereas, Gerard Boulanger also served on the City of Hercules Economic Development Subcommittee, Public Safety and Traffic Subcommittee, and served as a liaison to the Finance Commission, the Community and Library Services Commission, and the Planning Commission; and

Whereas, Gerard Boulanger's many contributions included successfully navigating the COVID-19 Pandemic while keeping Hercules City Hall open to the public, approving the energy retrofit project for a variety of City facilities, completing the first phase of the Bayfront project, and approving entitlements for the Hilltown community; and

Now therefore be it resolved, that the Contra Costa County Board of Supervisors recognizes Gerard Boulanger for his years of service and applauds his dedication to volunteerism in improving our community.

\_\_\_\_\_  
**DIANE BURGIS**

Chair, District III Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II 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: January 5, 2021

Monica Nino,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 5, 2021

Subject: Honoring Noralea Gipner for Her Years of Public Service

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact:  
925-608-4200

By: , Deputy

cc:

ATTACHMENTS

Resolution 2021/8

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

In the matter of:

**Resolution No. 2021/8**

**Honoring the public service of Noralea Gipner, Councilmember of Martinez**

Whereas, Noralea Gipner was first elected to the Martinez City Council in 2016; and

Whereas, during her tenure on the Hercules City Council, Noralea Gipner served as Martinez's delegate to the East Bay Division of League of California Cities and the Martinez Chamber of Commerce; and

Whereas, Noralea Gipner also served on the City of Martinez City/County/Courts Subcommittee and the School Liaison Subcommittee; and

Whereas, Noralea Gipner was also supportive and a member of local organizations such as the Martinez Kiwanis Club, Martinez Sportsman Club, and the Martinez Yacht Club; and

Whereas, Noralea Gipner dedicated her personal time for organizations such as Main Street Martinez and the Contra Costa Foster Children Program; and

Whereas, in 2008, Noralea Gipner was recognized for her lifetime commitment and dedication to the community by being named Woman of the Year; and

Whereas, Noralea Gipner dedicated her professional career in the City of Martinez by operating two hair salons, "Yankee Clipper" and "Noralea Studio," and a concession shop called "Main Street Sweets;" and

Now therefore be it resolved, that the Contra Costa County Board of Supervisors recognizes Noralea Gipner for her years of service and applauds her dedication to volunteerism in improving our community.

\_\_\_\_\_  
**DIANE BURGIS**

Chair, District III Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**

District II 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: January 5, 2021

Monica Nino,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 5, 2021

Subject: Eligibility Workers' Month - January 2021

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Tish Gallegos,  
8-4808

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution  
2021/21

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

In the matter of:

**Resolution No. 2021/21**

**Proclaiming the month of January 2021 "Eligibility Workers' Month" in Contra Costa County**

WHEREAS, Contra Costa County promotes a vision of a thriving community where all individuals and families can be healthy, safe, secure, and self-sufficient; and WHEREAS, Eligibility Workers effectively fulfill the mission of the human services profession by enhancing the well-being of our residents struggling to obtain such basic needs as food, shelter, healthcare and transportation, as well as by identifying additional needs and referring customers to programs and services that support self-sufficiency; and

WHEREAS, despite the enormous challenges that the COVID-19 pandemic has presented for community members, Eligibility Workers are frontline staff members who continue to dedicate themselves to making a difference in the lives of our citizens through compassion, collaboration and the dissemination of information.

WHEREAS, the Eligibility Workers in Contra Costa County are experts in the primary benefit programs of CalFresh, CalWORKs, Welfare-to-Work, Medi-Cal, General Assistance, Foster Care, Adoption Assistance Program, and KinGAP; and

WHEREAS, Eligibility Workers in Contra Costa County interview customers to obtain critical information by which to determine eligibility as well as assist customers to receive benefits to which they may be entitled; and

WHEREAS, Eligibility Workers ensure the timely and efficient handling of caregiver paperwork and payments on behalf of foster children; and

WHEREAS, Eligibility Workers support the aged and severely impaired individuals to determine Medi-Cal and CalFresh eligibility for In-Home Supportive Services (IHSS) applicants and recipients in Contra Costa County; and

WHEREAS, on a daily basis, eligibility staff interact with and assist customers from various socio-economic, ethnic and cultural backgrounds, often under adverse conditions and in highly stressful situations; and

WHEREAS, Eligibility Workers in Contra Costa County provide assistance with humanity and sensitivity, upholding the Department's values of organizational excellence, exceptional customer service, open communication, innovation, ethical behavior, and diversity.

WHEREAS, Contra Costa County promotes a vision of a thriving community where all individuals and families can be healthy, safe, secure, and self-sufficient; and WHEREAS, Eligibility Workers effectively fulfill the mission of the human services profession by enhancing the well-being of our residents struggling to obtain such basic needs as food, shelter, healthcare and transportation, as well as by identifying additional needs and referring customers to programs and services that support self-sufficiency; and

WHEREAS, despite the enormous challenges that the COVID-19 pandemic has presented for community members, Eligibility Workers are frontline staff members who continue to dedicate themselves to making a difference in the lives of our citizens through compassion, collaboration and the dissemination of information.

WHEREAS, the Eligibility Workers in Contra Costa County are experts in the

primary benefit programs of CalFresh, CalWORKs, Welfare-to-Work, Medi-Cal, General Assistance, Foster Care, Adoption Assistance Program, and KinGAP; and WHEREAS, Eligibility Workers in Contra Costa County interview customers to obtain critical information by which to determine eligibility as well as assist customers to receive benefits to which they may be entitled; and WHEREAS, Eligibility Workers ensure the timely and efficient handling of caregiver paperwork and payments on behalf of foster children; and WHEREAS, Eligibility Workers support the aged and severely impaired individuals to determine Medi-Cal and CalFresh eligibility for In-Home Supportive Services (IHSS) applicants and recipients in Contra Costa County; and WHEREAS, on a daily basis, eligibility staff interact with and assist customers from various socio-economic, ethnic and cultural backgrounds, often under adverse conditions and in highly stressful situations; and WHEREAS, Eligibility Workers in Contra Costa County provide assistance with humanity and sensitivity, upholding the Department's values of organizational excellence, exceptional customer service, open communication, innovation, ethical behavior, and diversity.

that the Board of Supervisors of Contra Costa County does hereby proclaim January 2021 as Eligibility Workers' Month in Contra Costa County, and calls upon citizens to recognize Eligibility Workers for the significant difference they make in the lives of needy families and individuals through this noble profession.

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**DIANE BURGIS**

Chair, District III Supervisor

---

**JOHN GIOIA**

District I Supervisor

---

**CANDACE ANDERSEN**

District II 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: January 5, 2021

Monica Nino,

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: January 5, 2021

Subject: APPOINT George Cleveland to Appointee Seat 6 of the El Sobrante Municipal Advisory Council

---

**RECOMMENDATION(S):**

ACCEPT the resignation of George Cleveland from Alternate Seat 1 of the El Sobrante Municipal Advisory Council. APPOINT George Cleveland to Appointee Seat 6 of the El Sobrante Municipal Advisory Council.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Mr. Cleveland has been serving as an alternate and is being moved into a regular seat.

**CONSEQUENCE OF NEGATIVE ACTION:**

The El Sobrante Municipal Advisory Council would have a vacant seat that could affect the council's ability to have a quorum.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: James Lyons,  
510-231-8692

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: January 5, 2021

Subject: Appointments to Local Planning and Advisory Council for Early Care and Education

---

**RECOMMENDATION(S):**

APPOINT Stacey Norman to the Community Representative - Central/South 2 seat and Liliana Gonzalez to the Public Agency - Central/South 2 seat on the Local Planning and Advisory Council for Early Care and Education.

**FISCAL IMPACT:**

NA

**BACKGROUND:**

At the November 24, 2020 meeting of the Family and Human Services Committee, the Committee approved recommending these appointments.

**CONSEQUENCE OF NEGATIVE ACTION:**

If appointments are not made there will be reduced public input.

**CHILDREN'S IMPACT STATEMENT:**

NA

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Dennis Bozanich  
925-655-2050

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



ATTACHMENTS

Application - Norman

Application -  
Gonzalez



Contra  
Costa  
County



Print Form

Please return completed applications to:

Clerk of the Board of Supervisors  
651 Pine St., Room 106  
Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

**BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION**

First Name

Stacey

Last Name

Norman

Home Address - Street

[Redacted]

City

Pleasant Hill

Zip Code

94523

Phone (best number to reach you)

[Redacted]

Email

[Redacted]

Resident of Supervisorial District:

Yes

**EDUCATION**

Check appropriate box if you possess one of the following:

High School Diploma

CA High School Proficiency Certificate

G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded	
Sonoma State University	MA, Early Childhood Education	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
California State University, East Bay	Liberal Studies, Human Development	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Diablo Valley College	Liberal Studies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Other Training Completed:

[Redacted]

Board, Committee or Commission Name

LPC

Seat Name

[Redacted]

Have you ever attended a meeting of the advisory board for which you are applying?

No

Yes

If yes, how many?

1

Please explain why you would like to serve on this particular board, committee, or commission.

I am an adjunct instructor of Early Childhood Studies at Diablo Valley College in Pleasant Hill, Contra Costa County. My passion is teaching future early childhood educators, and as such, it is important that I stay relevant in all areas of teacher training - advocacy, resource development, allocation of funds, and overall support in the field.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I currently hold a Master's Degree in Early Childhood Education. I have been a preschool teacher, Kindergarten teacher, and more recently, an adjunct instructor of early childhood studies. I also conduct professional development trainings for different schools in the Bay Area.

I am including my resume with this application:

Please check one:

Yes

No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one:

Yes

No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one:  Yes  No

List any volunteer and community experience, including any boards on which you have served.

I am a CASA (Court Appointed Special Advocate) for foster youth in Contra Costa County.

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one:  Yes  No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one:  Yes  No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed: Stanley [Signature] Date: 2/4/20

Submit this application to: Clerk of the Board of Supervisors  
651 Pine St., Room 106  
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 335-1900 or by email at [ClerkofTheBoard@cob.cccounty.us](mailto:ClerkofTheBoard@cob.cccounty.us)

**Important Information**

- 1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
- 2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
- 3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
- 4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
- 5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
- 6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
- 7. As indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.
- 8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.

**Stacey Higgins Norman**  
Curriculum Vitae

[REDACTED]  
Pleasant Hill, CA 94523

Phone: [REDACTED]

Email: [REDACTED]

---

**EDUCATION**

**M.A., Early Childhood Education**, Sonoma State University, Rohnert Park, 2008

**B.A., Liberal Studies**, California State University – East Bay, Hayward, 2006

**Minor, Human Development**, California State University – East Bay, Hayward, 2006

---

**FOREIGN STUDY**

**International Study Abroad**, C.L.I. Dante Alighieri School, Florence, Italy, 2003

---

**ACADEMIC / TEACHING EXPERIENCE**

**Associate Professor**, Diablo Valley College, Pleasant Hill, CA, 2019 – Present

- Teach Advanced Curriculum Development and Child Development & Psychology to classes averaging 30 students.
- Write course materials such as syllabi, handouts, and homework assignments in alignment with current state Student Learning Objectives (SLO).
- Mentor and provide support for students in career pathways and development.

**Professional Development Coach & Consultant**, Little Bridges School, 2019 – 2020

- Reframed teacher language to reflect developmentally appropriate practices in infant, toddler, and preschool classrooms.
- Supported teachers in developing relationships with the children in their care.
- Conducted workshops for “circle time” activities.
- Advocated for self-care in the workplace.

**Professional Development Coach & Consultant**, The Seven Hills School, 2017 – 2019

- Provided support and instruction for teachers in an onsite Reggio Emilia preschool.
- Assisted teachers in the creation and implementation of pedagogical documentation and assessment.
- Supported and reinforced best practices in emergent curriculum.

**Associate Professor, Ohlone College, Fremont, CA, 2013 – 2019**

- Taught Introduction to Childhood Growth and Development; Principles and Practices; Child, Family, and Community; Health, Safety and Nutrition; Music and Movement; Art for the Young Child; Literacy Development in the Early Childhood Classroom; Infant and Toddler Development; and Literature for the Young Child to classes averaging 25 students.
- Wrote course materials such as syllabi, handouts, and homework assignments in alignment with current state Student Learning Objectives (SLO).
- Mentored and provided support for students in the Umoja Mentoring Program – an organization dedicated to enhancing the cultural and educational experiences of African American students.
- Sat on the Scholarship Evaluation Committee, Spring semester, 2016.

**Kindergarten Teacher, Bentley School, 2010-2012**

- Used multimodal teaching strategies to teach literacy, social studies, science, and mathematics to a classroom of 18 Kindergarten children.
- Served on the Inclusivity and Multiculturalism (IAM) Committee.

**Assistant Professor, Sonoma State University, Extended Education , Fall semester 2009**

- Taught course on Introduction to Attachment Theory under the mentorship of Dr. Dorothy Stewart, Ed.D.

**Developmental Kindergarten Teacher (Pre-K), Old Firehouse School, 2008-2010**

- Developed a physical, cognitive, social, and emotional foundation for future academic success through emergent curriculum and project-based learning.
- Successfully practiced observation, documentation, and authentic assessment.
- Designed classrooms according to the NAEYC and ECERS standards of emergent classroom environments.

**PUBLICATIONS**

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Hart, L. & Caven, K. (2013). *The Bullying Antidote: Superpower Your Kids for Life*, pg. 106-107. Center City, Minnesota: Hazelden.

Bentley School's Kindergarten promotional video:

<http://youtu.be/xr27s9AhiCU> or <http://www.youtube.com/watch?v=xr27s9AhiCU> .

**GUEST SPEAKING**

---

*Multicultural Identity in Independent Schools: A Panel Discussion*, Bentley School, Lafayette, 01/13/11.

*The Chemistry Project: Emergent Curriculum and Project Work in the Pre-K Classroom*. Presented at the Innovative Teacher Project, Reggio Roundtable, Old Firehouse School, Walnut Creek, 06/12/10.

*ECE 130: Child, Family and Community*, Professor Deya Brashears, Diablo Valley College, Pleasant Hill, 02/09.

## **CERTIFICATIONS**

---

State of California, Emergency Teaching Credential

California Basic Educational Skills Test (CBEST)

Positive Guidance & Discipline Teacher Trainer

Handwriting Without Tears

Reader's & Writer's Workshop

Cardiopulmonary Resuscitation (CPR) and First Aid

## **MEMBERSHIPS**

---

National Association for the Education of Young Children (NAEYC)

Community College Consortium of Early Childhood Educators (CCCECE)

Positive Guidance & Discipline Association of America

## **PROFESSIONAL DEVELOPMENT**

---

*Kimochi Training*, Dr. Kate Raheer, San Rafael, CA, May 17, 2019

*Trauma Informed Care*, Child Care Links, Pleasanton, CA, August 1, 2018

*Early Intervention and Inclusion Conference – Inclusive Practices that Support All Learners*, Skyline College, San Bruno, CA, May 5, 2018

*Anji Play Summer Institute*, Saint Mary's College, Moraga, CA, July 14-16, 2016.

*Inclusion Symposium*, Early Care & Education Planning Council, Hayward, CA March 19, 2016.

*Positive Discipline in the Classroom*, Solana Beach, November 5-6, 2011.

*I Teach K!*, Sands Expo and Convention Center, Las Vegas, July 11-13, 2011.

*CAIS Northern Regional Meeting Conference*, Head-Royce School, Oakland, March 7, 2011.

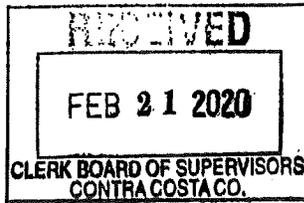
*The Innovative Teacher Project, Roundtable*, Old Firehouse School, Walnut Creek, June 12, 2010.

*Learning & The Brain: Using Brain Research to Enhance Learning, Attention, and Memory*, Fairmont Hotel, San Francisco, February 7-9, 2010.

*CAEYC Annual Conference and Expo*, Sacramento Convention Center, Sacramento, March 27-28, 2009.



Contra  
Costa  
County



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Clerk of the Board of Supervisors  
651 Pine St., Room 106  
Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

**BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION**

**First Name** Lilliana **Last Name** Gonzalez

**Home Address - Street** [Redacted] **City** Vallejo **Zip Code** 94591

**Phone (best number to reach you)** [Redacted] **Email** [Redacted]

**Resident of Supervisorial District:** [Redacted]

**EDUCATION** Check appropriate box if you possess one of the following:

High School Diploma  CA High School Proficiency Certificate  G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded	
Mills College	B.A. Research Psychology	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Mills College	M.A. Infant Mental Health	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Other Training Completed:** [Redacted]

**Board, Committee or Commission Name** Local Planning Council **Seat Name** Public Agency Representative

**Have you ever attended a meeting of the advisory board for which you are applying?**

No  Yes If yes, how many? 2

**Please explain why you would like to serve on this particular board, committee, or commission.**

It is both my personal and professional endeavor to advocate and take action towards ensuring that the children in our community receive the best start early in their lives. My passion aligns directly with that of the Local Planning Council which is to support the sustainability and growth of a quality early childcare infrastructure and system. The most rapid development of the brain takes place in the early years of an individual's life; it is critical that communities support access to quality early child care for all children in order to support their development and readiness for adolescence and adulthood.

**Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)**

My educational background is in early childhood development and infant mental health. I have a strong service background in early childhood education having worked both in the classroom, as an education manager, and home visitor. I also have worked closely with families of young children with disabilities and special needs supporting their navigation of the early intervention system. These experiences have fostered in me a deep appreciation the experiences of educators, parents, and young children; they provide me with a strong lens to better understand and reflect on larger early childhood system of care.

**I am including my resume with this application:**

Please check one:  Yes  No

**I would like to be considered for appointment to other advisory bodies for which I may be qualified.**

Please check one:  Yes  No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one:  Yes  No

List any volunteer and community experience, including any boards on which you have served.

I was an at large member of the Contra Costa County Commission for Women.  
I am currently serving on the CSB Head Start Policy Council.  
I am a part of the Contra Costa Oral Health Collaborative.

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one:  Yes  No

If Yes, please identify the nature of the relationship:

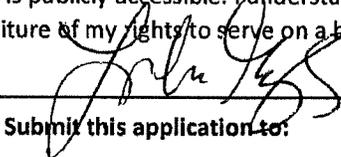
Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one:  Yes  No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed:



Date:

2/20/2020

Submit this application to:

Clerk of the Board of Supervisors  
651 Pine St., Room 106  
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 335-1900 or by email at [ClerkofTheBoard@cob.cccounty.us](mailto:ClerkofTheBoard@cob.cccounty.us)

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8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.

# Liliana P. Gonzalez

Vallejo, CA, 94591

## EDUCATION

**Master of Arts in Infant Mental Health**  
**Bachelor of Arts in Research Psychology**

Mills College, Oakland, CA. *May 2013*

Mills College, Oakland, CA. *May 2012*

## CERTIFICATION/TRAINING

- Certified CLASS Observer (Pre-K & Infant/Toddler)
- Circle of Security Facilitator
- Parent Interacting With Infant (PIWI)
- CSEFEL Teaching Pyramid
- Play Based Curriculum

## WORK EXPERIENCE

### **Help Me Grow Program Coordinator**

*July 2016 – Present*

*First 5 Contra Costa, Concord, CA.*

- Coordinate planning and implementation of Help Me Grow System
- Identify system gaps and challenges and recommend strategies to address system needs
- Develop and maintain collaborative relationships with community partners
- Maintain and synthesis information, data, and records to evaluate and report on the effectiveness of current programs & projects

### **Disabilities and Home-based Program Coordinator**

*March 2014 – July 2016*

*The Unity Council Head Start & Early Head Start, Concord, CA.*

- Supervise the coordinator of the Oakland EHS Home Visiting and Prenatal Program.
- Coordinate and collaborate with the various service areas in order to ensure the effective delivery of educational and social services to all families in the program.
- Supervise, train, and coach a team of five home visitors to ensure they have the adequate resources to provide home visits to a case load of 12 families.
- Collaborate with parents and staff in monitoring the development of all children across three sites and establishing and implementing appropriate development goals for their children. Responsible for the developmental screening of all 274 children in the program.
- Support the navigation of resource referrals of parents of children with special needs in working closely with Local Education Agencies and staff in order to individualize curriculum to meet needs of children.

### **Home Visitor/Family Advocate**

*July 2013 – March 2014*

*The Unity Council, Concord, CA.*

- Manage a caseload of 12 infants and their families by providing comprehensive services and empowering them by connecting them to appropriate resources in the community.
- Promote and support the growth and development of 12 infants and their families by conducting weekly home visits and a weekly socialization group for infants 0-36 months old.
- Collaborate with parents in monitoring the development of infants and establishing and implementing appropriate development goals for their children every 3 months.

### **Early Intervention Intern**

*Aug. 2012 – May 2013*

*Epiphany Center, San Francisco, CA.*

- Observed and fostered social and emotional development for infants and children ages 0–36 months conducting narrative observations twice a month per child while facilitating a Spanish Speaking support group for 4 mothers once a month.
- Provided consultation and recommendations to primary caregivers in developing goals and early intervention for infants and mothers based on observations.
- Developed, implemented and facilitated the Play/Art Therapy curriculum in addition to teaching the Nurturing Skills for Healthy Families curriculum on infant development and parenting for 10 students twice a week.
- Facilitated a Spanish Speaking support group for 4 mothers once a month.

**Senior Resident Assistant for the Summer Academic Workshop**

*July 2012 –Aug. 2012*

*Mills College, Oakland, CA*

- Worked efficiently in collaboration with 2 other Resident Assistants successfully mentoring and tutoring 12 first generation college students through a four week academically rigorous course load.
- Organized and facilitated group discussions and team building exercises for students and 6 staff members
- Developed and implemented dynamic educational and community focused programs such as cultural excursion to the Oakland History Museum and community farmers market.
- Received one week intensive social justice training on how to lead and facilitate discussions on issues regarding class, race, sexuality, disability, dynamics of power & privilege, and more.

**Teacher Assistant at the Mills College Children's School**

*Aug. 2011 –Dec. 2012*

*Mills College, Oakland, CA*

- Supported 8 children in their social and emotional development by providing childcare throughout the day and assisting them through daily transitions of meal time, nap time, activity time, and more.
- Developed, implemented, and facilitated a week-long music curriculum to promote positive social development of infants for 4 days a week over the course of 4 months.
- Conducted a case study for the purpose of providing consultation to parents and teachers, and recommendations for how to better support the social and emotional needs of 36 month old children.

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**Extra**

**At-Large Commissioner, Contra Costa County Commission for Women**

*July 2015 – July 2017*

*Contra Costa County*

- As acting Treasurer: take down minutes of all meetings and phone conferences; assist in the management and maintenance of the commission's website and public calendar; manage the commission's email account.
- Assist in the planning and execution of commission events, fundraisers, trainings and networking events relating to the social and economic conditions of women.
- Collaborate in the development of the commission's strategic plan.



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 5, 2021

Subject: REAPPOINT Robert Lilley to the Assessment Appeals Board to the District V Seat

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**RECOMMENDATION(S):**

REAPPOINT Robert Lilley to the District V Representative Seat of the Assessment Appeals Board with a term expiring September 4, 2023, as recommended by Supervisor Glover.

Robert Lilley  
Pleasant Hill, CA 94523

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Assessment Appeals Board is established to assess and equalize the valuation of the taxable property in the County for the purpose of taxation; and to perform all duties required by the State Board of Equalization and State law.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact:  
925-608-4200

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: January 5, 2021

Subject: APPOINT Princess Robinson to the Unincorporated Seat 4 on the North Richmond Municipal Advisory Council

---

**RECOMMENDATION(S):**

APPOINT Princess Robinson to the Unincorporated Seat 4 on the North Richmond Municipal Advisory Council with a term expiring December 31, 2022, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Council shall advise the Board on: 1. Services which are or may be provided to the North Richmond Community by the County or other local government agencies. Such services include, but are not limited to, public health, safety, welfare, public works, and planning. 2. The feasibility of organizing the existing special districts serving the North Richmond community in order to more efficiently provide public services such as, but not limited to, water, sewer, fire, parks and recreation, and infrastructure improvements. The Council may: 1. Represent the North Richmond community before the Local Agency Formation Commission on proposed boundary changes affecting the community. 2. Represent the North Richmond community before the County Planning Commission and the Zoning Administrator on land-use and other planning matters affecting the community. In this regard,

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Robert Rogers  
510.231.8688

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

the Council shall cooperate with other planning advisory bodies in the North Richmond County area in order to avoid duplication and delay in the planning process. 3. Provide input and reports to the board, County staff or any County hearing body on issues of concern to the North Richmond community. It is understood that the Board is the final decision making authority with respect to issues concerning the North Richmond community and that the Council shall serve solely in an advisory capacity. Except as specified above, the Council may not represent the North Richmond community to any state, county, city special district or school district, agency or commission, or any other organization on any matter concerning the community. Ms. Robinson wishes to serve as a volunteer partner and leader in North Richmond and occupy this seat. Supervisor Gioia recruits for his advisory body openings in a number of ways including through his website, email blasts, newsletters, social media and traditional media, and interviews eligible candidates.

CONSEQUENCE OF NEGATIVE ACTION:

None.

ATTACHMENTS

probinson



**Contra  
Costa  
County**

**For Office Use Only**  
Date Received:

**For Reviewers Use Only:**  
Accepted Rejected

**BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION**

**MAIL OR DELIVER TO:**

Contra Costa County  
CLERK OF THE BOARD  
651 Pine Street, Rm. 106  
Martinez, California 94553-1292

**PLEASE TYPE OR PRINT IN INK**  
(Each Position Requires a Separate Application)

**BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:**

Municipal Advisory Council

Council Board Member

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Robinson, Princess  
 (Last Name) (First Name) (Middle Name)

2. **Address:** 1588 Fitzgerald Drive #165 Pinole CA, 94564 (mailing address)  
 (No.) (Street) (Apt.) (State) (Zip Code)

3. **Phones:** 510-478-7808  
 (Home No.) (Work No.) (Cell No.)

4. **Email Address:** princess@urbantilth.org

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma  G.E.D. Certificate  California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved 2 year college currently receiving AA degree

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Los Medanos College	Business & Liberal Arts A	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	3 semesters		AA & AAS	Spring 2018
B) Richmond High	General Education	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>				008 Diploma
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

7. How did you learn about this vacancy?

CCC Homepage  Walk-In  Newspaper Advertisement  District Supervisor  Other \_\_\_\_\_

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No  Yes

If Yes, please identify the nature of the relationship: \_\_\_\_\_

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: \_\_\_\_\_



Date: \_\_\_\_\_

07 / 05 / 2018

### Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

---

**Princess Robinson**

(510)-478-7808

princess@urbantilth.org

To Whom This May Concern:

I am applying for your open position to pursue my career goals. This opportunity will help me gain more experience in my career field. My passion and dedication for my community is what drives my work ethic, and push forth focus in my career goals.

Currently, I am a Community Engagement Coordinator/ Project & Program Manager for Urban Tilth. I have worked closely with co-managers & Executive Director to coordinate, develop, & manage a 3 year apprenticeship program for young adults in the restoration of creeks and natural environments. Also, I work close with my community to engage in our vision. I coordinate & attend meetings with networks from all different backgrounds. I have a multi-position and I am trained in organizational skills. I am a consistent reliable source in communication with my community and employer.

My personal life and work experience is what makes me qualify for this position. If granted, I will work above the requirements & have the ability to learn and gain more knowledge. I am asking for an opportunity that would never be given to me. Hopefully, we can work together giving people this same feeling of accomplished goals.

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'PR' with a stylized flourish extending to the right.

**Princess Robinson**

# Princess Robinson

510-478-7808

princess@urbantilth.org

# Princess Robinson

5104787808

princess@urabntilth.org

## EDUCATION

Currently attending Los Medanos College Small Business Major  
Developed a 3 year program to hire & train in the restoration of creeks  
Richmond High Graduate 2008

## EXPERIENCE

Manager, Urban Tilth, Richmond CA

May 2015- Current

- Hiring, Firing, Supervising Employees, & Office Duties
- Labor Work in East Bay Regional Parks
- Developing a 3 year Watershed Program for Adults 18-30
- Coordinating Events, & Community Advisor/Outreach
- Coordinating & Attending Community Meetings
- Reporting Task & Managing Site development

Caregiver, Comfort keepers, Berkeley CA

Jan. 2012- March. 2013

- Assisting seniors with activities of daily living
- Case Management / Intake & Out Take
- Administering meds as needed

Front Desk Assistant/C.E.C, Office of Neighborhood Safety( City of Richmond), CA

Oct.2008- Jan.2012

- Scheduled, led, & Organized company Meetings/ All office Duties
- Organized the filing system for the company
- Led trainings for youth in summer programs

Technical Assistant, Pt.Richmond Architect, Youth Works, Richmond CA

June 2007- Sep. 2007

- All Office Duties
- Assisting Management
- Greeting Customers

Mentor, Children's Mental Health Clinic, Richmond CA

June 2006- Sep. 2006

- Mentoring Children Ages 6-12
- Developing Group Sessions, Tutoring Groups, & Building Relationships
- Outdoor Activities

## SKILLS

- Administrative & Computer Skills
- Manager / Supervisor Skills
- Developing Programs & Community Outreach/ Coordinator Skills
- Ability to identify and propagate native plant species using a variety of propagation methods
- Experience working with & Supervising kids K-12 & Adults 18-30



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: January 5, 2021

Subject: Accept the resignation of Dale Roberts from the District 1 seat on the Aviation Advisory Committee

---

**RECOMMENDATION(S):**

Accept the resignation of Dale Roberts from the District 1 seat of the Aviation Advisory Committee.  
Declare seat the District 1 seat vacant.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Mr. Roberts has been successfully serving in the District 1 seat since 2017 and has chosen to resign from the commission for personal reasons.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat will remain vacant and may affect the committee's ability to have a quorum at their meetings.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: James Lyons,  
510-231-8692

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: January 5, 2021

Subject: COUNTY SERVICE AREA P-2A

---

**RECOMMENDATION(S):**

APPOINT the following individuals to County Service Area P-2A Citizen Advisory Committee to a term expiring December 31, 2022, as recommended by Supervisor Diane Burgis.

Appointee 1  
William Lipsin  
Danville, CA 94506

Appointee 4  
Linda Kralik  
Danville, CA 94506

**FISCAL IMPACT:**

None.

- 
- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Lea Castleberry  
925-252-4500

By: , Deputy

cc:

BACKGROUND:

The Appointee 1 and 4 seats expired December 31, 2020.

Applications were accepted and the recommendation to appoint the above individuals was then determined.

The advisory committee advises the Board of Supervisors and the Sheriff's Department on the needs of the Blackhawk community for extended police services which shall include, but not limited to enforcement of the State Vehicle Code, crime prevention and litter control.



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: January 5, 2021

Subject: FAMILY & CHILDREN'S TRUST COMMITTEE

---

**RECOMMENDATION(S):**

DECLARE vacant the District 3 seat on the Family & Children's Trust Committee previously held by Stephanie Williams-Rogers due to resignation and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Diane Burgis.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Ms. Stephanie Williams-Rogers notified the District Office on December 7, 2020 of her resignation to the Family & Children's Trust Committee.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Contact: Lea Castleberry  
925-252-4500

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: January 5, 2021

Subject: COUNTY SERVICE AREA P-6

---

**RECOMMENDATION(S):**

REAPPOINT Bob Mankin to the Appointee 2 seat on the Discovery Bay P-6 Citizen Advisory Committee to a term expiring December 31, 2022, as recommended by Supervisor Diane Burgis.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Appointee 2 seat expired December 31, 2020.

Applications were accepted and the recommendation to reappoint the above individual was then determined.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Appointee 2 seat would remain open.

- 
- APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Lea Castleberry  
925-252-4500

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: January 5, 2021

Subject: BETHEL ISLAND MUNICIPAL ADVISORY COUNCIL

---

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Lea Castleberry  
925-252-4500

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

REAPPOINT the following individuals to the Bethel Island Municipal Advisory Council to a term expiring December 31, 2024, as recommended by Supervisor Diane Burgis.

Appointee 1

Mark Whitlock

Bethel Island, CA 94511

Appointee 2

Pam Allen

Bethel Island, CA 94511

Appointee 3

Rob Brunham

Bethel Island, CA 94511

Appointee 4

Philip Kammerer

Bethel Island, CA 94511

Appointee 5

Belinda Bittner

Bethel Island, CA 94511

FISCAL IMPACT:

None.

BACKGROUND:

The term for these seats expired December 31, 2020.

Applications were accepted and the recommendation to reappoint the above individuals was then determined.

CONSEQUENCE OF NEGATIVE ACTION:

The Bethel Island MAC may not be able to conduct routine business.



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: January 5, 2021

Subject: BYRON MUNICIPAL ADVISORY COUNCIL

---

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Lea Castleberry  
925-252-4500

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

REAPPOINT the following individuals to the Byron Municipal Advisory Council to a term expiring December 31, 2024, as recommended by Supervisor Diane Burgis.

Appointee 1  
Linda Thuman  
Brentwood, CA 94513

Appointee 2  
Father Ron Schmit  
Byron, CA 94514

Appointee 3  
Steve Larsen  
Byron, CA 94514

Appointee 4  
Dennis Lopez  
Byron, CA 94514

Appointee 5  
Mike Nisen  
Byron, CA 94514

FISCAL IMPACT:

None.

BACKGROUND:

The appointee seats expired December 31, 2020.

Applications were accepted and the recommendation to reappoint the above individual was then determined.

CONSEQUENCE OF NEGATIVE ACTION:

The Byron Municipal Advisory Council may not be able to conduct routine business.



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: January 5, 2021

Subject: KNIGHTSEN TOWN ADVISORY COUNCIL

---

**RECOMMENDATION(S):**

APPOINT the following individuals to the Knightsen Town Advisory Council to a term expiring December 31, 2024, as recommended by Supervisor Diane Burgis.

Appointee 1  
Kim Carone  
Knightsen, CA 94548

Appointee 2  
Andrew Steudle  
Brentwood, CA 94513

Appointee 3  
Karen Reyna  
Knightsen, CA 94548

Appointee 4  
Maria Jehs  
Knightsen, CA 94548

- 
- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Lea Castleberry  
925-252-4500

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

FISCAL IMPACT:

None.

BACKGROUND:

The appointee seats expired December 31, 2020.

Applications were accepted and the recommendation to appoint the above individuals was then determined.

CONSEQUENCE OF NEGATIVE ACTION:

The Knightsen TAC may not be able to conduct routine business.



Contra  
Costa  
County

To: Board of Supervisors  
From: Diane Burgis, District III Supervisor  
Date: January 5, 2021

Subject: TRI-DELTA TRANSIT AUTHORITY BOARD OF DIRECTORS

---

**RECOMMENDATION(S):**

REAPPOINT Michael Daugelli to the Member 2 Alternate seat on the Tri-Delta Transit Authority Board of Directors to a term expiring December 31, 2022, as recommended by Supervisor Diane Burgis.

Michael Daugelli  
Antioch, CA

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Tri-Delta Transit was established to own, operate and maintain a public transit system in an effort to meet public transportation needs in Eastern Contra Costa County.

The term for this seat expired December 31, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat would be vacant.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

, County Administrator and Clerk of the Board of Supervisors

Contact: Lea Castleberry  
925-252-4500

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: January 5, 2021

Subject: APPOINTMENT TO THE COUNTYWIDE BICYCLE ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

REAPPOINT the following person to the District 2 Seat of the Countywide Bicycle Advisory Committee for a two year term with an expiration date of December 31, 2022, as recommended by Supervisor Candace Andersen:

Glenn Umont  
Alamo, CA 94507

**FISCAL IMPACT:**

NONE

**BACKGROUND:**

The committee provides input to the County and the cities of the County on bicycle projects for Transportation Development Act (TDA) funds to construct bicycle/pedestrian projects and also provides advice to cities and the County on bicycle planning matters.

The committee consists of sixteen members. One representative from each of the five Supervisorial districts, one representative from eight bicycle organizations that use the roads in Contra Costa County. One representative from the Mayor's Conference, the East Bay Regional Park District and the bicycle industry. The California Highway Patrol and Superintendent of Schools serve as resources

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Jill Ray,  
925-957-8860

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: District 2 Supervisor, Maddy Book, CBAC, Appointee



BACKGROUND: (CONT'D)

only. The qualifications for membership on the committee are to live or work in the County. Each representative should designate an alternate who must also live or work in the County.

Supervisor Andersen has been pleased with Mr. Umont's participation and would like him to continue for another term.

CONSEQUENCE OF NEGATIVE ACTION:

The District 2 Seat will be vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: January 5, 2021

Subject: APPOINTMENT TO THE FAMILY AND CHILDREN'S TRUST COMMITTEE

---

**RECOMMENDATION(S):**

APPOINT Mary Flott to the District II seat from the At-Large 1 seat on the Family and Children's Trust Committee to fulfill the unexpired term through September 30, 2021, and DIRECT the Clerk of the Board to post the At-Large 1 seat vacancy, for a term with an expiration date of September 30, 2022

**FISCAL IMPACT:**

NONE

**BACKGROUND:**

In 1982 the Board of Supervisors established the Family and Children's Trust (FACT) Committee to make recommendations regarding the allocation of funds for the prevention and intervention services to reduce child abuse and neglect, provide support services for families with children, and promote a more coordinated seamless system of services. In addressing the needs of the community focusing on prevention and intervention services to reduce child abuse and neglect, FACT maintains a committee comprised of individuals with diverse knowledge, backgrounds, and community perspectives regarding community needs to serve families with children.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Jill Ray,  
925-957-8860

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: District 2 Supervisor, Maddy Book, FACT, Appointee



BACKGROUND: (CONT'D)

CONSEQUENCE OF NEGATIVE ACTION:

The District II Seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: January 5, 2021

Subject: APPOINTMENT TO THE FIRST 5 CONTRA COSTA CHILDREN AND FAMILIES COMMISSION

---

**RECOMMENDATION(S):**

APPOINT the following person to the District II Alternate Seat of the First 5 Children and Families Commission, for a three-year term with an expiration date of 1/4/2024, as recommended by Supervisor Candace Andersen:

Vidya Iyengar  
Alamo, CA 94507

**FISCAL IMPACT:**

NONE

**BACKGROUND:**

The Contra Costa County Board of Supervisors established the First 5 Contra Costa Children and Families Commission on June 15, 1999 (Ordinance 99-15). The Board appointed nine Commission members and nine Alternate members on September 1, 1999. Members include one Supervisor from the County Board of Supervisors, the Director of Health Services and Employment and Human Services, and a representative from the County Administrator’s Office of Children’s Services. The other five members of the Commission are appointed by the Board of Supervisors and represent

- 
- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Contact: Jill Ray,  
925-957-8860

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: District 2 Supervisor, Maddy Book, FIRST 5, Appointee

BACKGROUND: (CONT'D)

each Supervisorial District. Commissioners and Alternate Commission members represent various disciplines and backgrounds including pediatrics, early childhood education, child welfare, and schools. Alternate members, including second representatives from the Board of Supervisors, the county agencies mentioned above, and the five districts, hold all the powers of the appointed Commissioners except voting privileges.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

The First 5 Children and Families Commission achieves all 5 Children's Impact Statements:

- Children Ready for and Succeeding in School
- Children and Youth Healthy and Preparing for Productive Adulthood
- Families that are Economically Self Sufficient
- Families that are Safe, Stable, and Nurturing
- Communities that are Safe and Provide a High Quality of Life for Children and Families



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: January 5, 2021

Subject: RESIGNATION FROM THE IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

ACCEPT the resignation of John Roe DECLARE a vacancy in the District II Seat on the In-Home Supportive Services Public Authority Advisory Committee, and DIRECT the Clerk of the Board to post the vacancy, for a term with an expiration date of March 6, 2022, as recommended by Supervisor Candace Andersen.

**FISCAL IMPACT:**

NONE

**BACKGROUND:**

The Board established the In-Home Supportive Services (IHSS) Public Authority Advisory Committee in March 1998. In April 1999, the Board of Supervisors accepted and approved the IHSS Public Authority Implementation Team Findings and Recommendations, including recommendations regarding Advisory Committee membership criteria. In March 2001, the Board approved amendments to the membership criteria.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Contact: Jill Ray,  
925-957-8860

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: District 2 Supervisor, Maddy Book, IHSS, Appointee

BACKGROUND: (CONT'D)

As amended, the Advisory Committee consists of 11 members: 4 Consumers aged 60 or older, 2 Consumers aged under 60, and one member from each Supervisorial District. Under Board policy, the IOC would typically review only general membership or “At-Large” seats, and would not review appointments to supervisorial district seats. However, when the Advisory Committee was originally established, the Board of Supervisors directed that the IOC review and coordinate supervisorial district appointments to ensure that none of the following categories has more than one representative: senior advocate, advocate for younger disabled, representative from the developmental disability community, IHSS individual provider, IHSS family provider, social worker, nurse, community-based organization, home health agency.

Terms of appointment are four years.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain filled, without the benefit of a member in attendance.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: January 5, 2021

Subject: APPOINT Jinwei Zhang to Alternate Seat 1 of the East Richmond Heights Municipal Advisory Council

---

**RECOMMENDATION(S):**

APPOINT Jinwei Zhang to Alternate Seat 1 of the East Richmond Heights Municipal Advisory Council to a term expiring December 31, 2022, as recommended by Supervisor Gioia.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: James Lyons,  
510-231-8692

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

FISCAL IMPACT:

None

BACKGROUND:

The council shall advise the Board of Supervisors on 1) Services which are or may be provided to unincorporated East Richmond Heights by the County or other local governmental agencies. Such services include, but are not limited to, public health, safety, welfare, public works, and planning, 2) the feasibility of organizing the existing special districts serving unincorporated East Richmond Heights in order to more efficiently provide public services such as, but not limited to, water, sewer, fire, and parks and recreation, 3) representing unincorporated East Richmond Heights before the Local Agency Formation Commission on proposed boundary changes affecting the community, 4) representing unincorporated East Richmond Heights before the County Planning Commission(s) and the Zoning Administrator on land use and other planning matters affecting the community. In this regard, the Council shall cooperate with any other planning advisory bodies in unincorporated East Richmond Heights in order to avoid duplication and delay in the planning process, 5) Provide input and reports to the Board of Supervisors, County staff, or any other County hearing body on issues of concern to unincorporated East Richmond Heights, and 6) representing unincorporated East Richmond Heights before other public entities and agencies. It is understood that the Board of Supervisors is the final decision making authority with respect to issues concerning unincorporated East Richmond Heights and that the Council shall solely in an advisory capacity.

Supervisor Gioia recruits for his advisory body openings in a number of ways including through his website, e-blasts, newsletters, and the traditional media; interviewing eligible candidates.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: January 5, 2021

Subject: APPOINT Stephanie Dyer to Alternate Seat 2 of the East Richmond Heights Municipal Advisory Council

---

**RECOMMENDATION(S):**

APPOINT Stephanie Dyer to Alternate Seat 2 of the East Richmond Heights Municipal Advisory Council to a term expiring December 31, 2022, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The council shall advise the Board of Supervisors on 1) Services which are or may be provided to unincorporated East Richmond Heights by the County or other local governmental agencies. Such services include, but are not limited to, public health, safety, welfare, public works, and planning, 2) the feasibility of organizing the existing special districts serving unincorporated East Richmond Heights in order to more efficiently provide public services such as, but not limited to, water, sewer, fire, and parks and recreation, 3) representing unincorporated East Richmond Heights before the Local Agency Formation Commission on proposed boundary changes affecting the community, 4) representing unincorporated East Richmond Heights before the County Planning Commission(s) and the Zoning Administrator on land use and other planning matters affecting the community. In

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: James Lyons,  
510-231-8692

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

this regard, the Council shall cooperate with any other planning advisory bodies in unincorporated East Richmond Heights in order to avoid duplication and delay in the planning process, 5) Provide input and reports to the Board of Supervisors, County staff, or any other County hearing body on issues of concern to unincorporated East Richmond Heights, and 6) representing unincorporated East Richmond Heights before other public entities and agencies. It is understood that the Board of Supervisors is the final decision making authority with respect to issues concerning unincorporated East Richmond Heights and that the Council shall solely in an advisory capacity.

Supervisor Gioia recruits for his advisory body openings in a number of ways including through his website, e-blasts, newsletters, and the traditional media; interviewing eligible candidates.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: January 5, 2021

Subject: Reappoint Bill Pinkham to the District 1 seat on the Countywide Bicycle Advisory Committee

---

**RECOMMENDATION(S):**

REAPPOINT Bill Pinkham to the District I seat on the Countywide Bicycle Advisory Committee to a two-year term ending on December 31, 2022, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The purpose of the Countywide Bicycle Advisory Committee is to provide input to the County and the cities of the County on bicycle projects for Transportation Development Act (TDA) funds to construct bicycle/pedestrian projects and also provide advice to cities and the County on bicycle planning matters.

Bill Pinkham has been serving successfully on the Countywide Bicycle Advisory Committee and Supervisor Gioia wishes to reappoint him.

**CONSEQUENCE OF NEGATIVE ACTION:**

The District 1 seat would remain vacant.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: James Lyons,  
510-231-8692

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: January 5, 2021

Subject: APPOINTMENT TO THE CONTRA COSTA COUNTY LIBRARY COMMISSION

---

**RECOMMENDATION(S):**

APPOINT the following person to the District II seat of the Contra Costa County Library Commission for a term that expires on June 30, 2021, as recommended by Supervisor Candace Andersen:

Susan Hildreth  
Walnut Creek, CA 94595

ACCEPT the resignation of Carolyn Knoll DECLARE a vacancy in the District II Alternate Seat on the Contra Costa County Library Commission, and DIRECT the Clerk of the Board to post the vacancy, for a term with an expiration date of June 30, 2021, as recommended by Supervisor Candace Andersen.

**FISCAL IMPACT:**

NONE

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Jill Ray,  
925-957-8860

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Library Commission, Appointee

**BACKGROUND:**

The Contra Costa County Library Commission was established by the Contra Costa County Board of Supervisors in March 1991. The Commission was created to serve in an advisory capacity to the Board of Supervisors and the County Librarian. The Library Commission is comprised of 29 members:

- 18 members representing the cities/towns in Contra Costa County - these Commissioners are appointed by the city/town councils
- 5 members represent Contra Costa County - each member of the Board of Supervisors appoints one Commissioner and one Alternate Commissioner
- 5 members represent the Central Labor Council, the Contra Costa Council, the Contra Costa Youth Commission, the Superintendent of Schools, and the Friends Council.

Per Board Policy, Supervisor Andersen published an announcement regarding the volunteer opportunity. Two applications were received and reviewed. After meeting with the applicants, Supervisor Andersen felt that Ms. Hildreth would make an excellent addition to the commission.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat will remain vacant.

**CHILDREN'S IMPACT STATEMENT:**

NONE



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: January 5, 2021

Subject: APPOINTMENT TO THE COUNTY SERVICE AREA P-5 CITIZENS ADVISORY COMMITTEE

---

**RECOMMENDATION(S):**

REAPPOINT Jason Dudum to the Appointee 6 seat on the County Service Area P-5 Citizens Advisory Committee for two-year term with an expiration date of December 31, 2022, as recommended by Supervisor Candace Andersen.

MOVE Jason Hill from the 1st Alternate Seat to the Appointee 1 Seat on the County Service Area P-5 Citizens Advisory Committee with an expiration date of December 31, 2022, and DIRECT the Clerk of the Board to post the 1st Alternate vacancy, for a term with an expiration date of December 31, 2022, as recommended by Supervisor Candace Andersen.

**FISCAL IMPACT:**

NONE

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Jill Ray,  
925-957-8860

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: District 2 Supervisor, Maddy Book, CSA P5 CAC, Appointees,

**BACKGROUND:**

Established on April 18, 1972, by Resolution Number 72/257, the purpose of the County Service Area P-5 Citizen Advisory Committee is to act as a liaison between the citizens of the P-5 Police District and the Office of the Sheriff of Contra Costa County by: Advising the Board of Supervisors and the Office of the Sheriff of the community's needs and desires regarding police protection; Promoting public safety in the areas of home safety, traffic safety, vacation security and crime prevention through the neighborhood watch program; and maintaining oversight of expenditures of the public funds accruing in the P-5 Police District.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Seats will become vacant

**CHILDREN'S IMPACT STATEMENT:**

NONE



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 5, 2021

Subject: Accept the Resignation of Mike Flanagan from the Pacheco Municipal Advisory Council

---

**RECOMMENDATION(S):**

Accept the resignation of Mike Flanagan, Declare a vacancy on the Pacheco Municipal Advisory Council, Seat 2, and Direct the Clerk of the Board to post the vacancy, as recommended by Supervisor Federal D. Glover.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Pacheco Municipal advisory Council shall advise the Board on services which are or may be provided to the community by the County or other government agencies, feasibility of organizing the existing special districts serving the community in order to provide public services such as, but not limited to, water, sewer, fire and park and recreation; and to represent the community before LAFCO and the County Planning Commission and the Zoning Administrator, and to provide input and reports to the Board, County staff or any County hearing body on issues of concern to the Pacheco community.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat would remain vacant.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Vincent Manuel (925)  
608-4200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 5, 2021

Subject: Re-Appoint Members of the Pacheco Municipal Advisory Council

---

**RECOMMENDATION(S):**

RE-APPOINT the following individuals to the Pacheco Municipal Advisory Council with a term to expire December 31, 2024 as recommended by Supervisor Federal D. Glover.

Nam Trinh, Seat 3  
Shawn Garcia, Seat 5  
Vincent Robb, Seat 4

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The purpose of the Pacheco Municipal Advisory Council is to advise the Board on services which are or may be provided to the community by the County or other government agencies, feasibility of organizing the existing special districts serving the community in order to provide public services such as, but not limited to, water, sewer, fire and park and recreation; and to represent the community before LAFCO and the County Planning Commission and the Zoning Administrator, and to provide input and reports to the Board, County staff or any County hearing body on issues of concern to the Pacheco community.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Vincent Manuel (925)  
608-4200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The positions would remain vacant.

CHILDREN'S IMPACT STATEMENT:

None.



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 5, 2021

Subject: RE-APPOINT Members of the Bay Point Municipal Advisory Council

---

**RECOMMENDATION(S):**

RE-APPOINT the following individuals to the Bay Point Municipal Advisory Council with a term to expire December 31, 2024 as recommended by Supervisor Federal D. Glover.

- Saima Shah, Seat 1
- Eva Garcia, Seat 2
- Lupe Lopez, Seat 3
- Marcia Lessley, Seat 4
- Debra Mason, Seat 5
- Sterling Stevenson, Seat 6
- Charles Tremaine, Seat 7

**FISCAL IMPACT:**

None.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Vincent Manuel (925)  
608-4200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

**BACKGROUND:**

The Council shall advise the Board on: Services which are or may be provided to the Bay Point community by the County or other local government agencies. Such services include, but are not limited to public health, safety, welfare, public works and planning. The feasibility of organizing the existing special districts serving the Bay Point community in order to more efficiently provide public services such as, but not limited to water, sewer, fire and parks and recreation. The council may also represent the Bay Point community before the Local Agency Formation Commission on proposed boundary changes affecting the community, represent the Bay Point community before the County Planning Commissions and the Zoning Administrator on land use and other planning matters affecting the community. In this regard the Council shall cooperate with other planning advisory bodies in the Bay Point area in order to avoid duplication and delay in the planning process. Provide input and reports to the Board, County staff or any County hearing body on issues of concern to the Bay Point community.

**CONSEQUENCE OF NEGATIVE ACTION:**

The positions would remain vacant.

**CHILDREN'S IMPACT STATEMENT:**

None.



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 5, 2021

Subject: RE-APPOINT Members to the Rodeo Municipal Advisory Council

---

**RECOMMENDATION(S):**

RE-APPOINT the following individuals to the Rodeo Municipal Advisory Council with a term to expire December 31, 2024 as recommended by Supervisor Federal D. Glover.

- Dr. Anthony Hodge, Seat 1
- Deborah Drake, Seat 2
- Lauren McColins, Seat 3
- Theresa Foglio, Seat 4
- Barbara Vargen-Kotchevar, Seat 5

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Rodeo Municipal Advisory Council makes recommendations to the Board of Supervisors on issues and concerns related to County services provided to the unincorporated area of Rodeo.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seats would remain vacant.

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Vincent Manuel (925)  
608-4200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



CHILDREN'S IMPACT STATEMENT:

None.



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 5, 2021

Subject: RE-APPOINT Members to the Keller Canyon Mitigation Fund Review Committee

---

**RECOMMENDATION(S):**

RE-APPOINT the following individuals to the Keller Canyon Mitigation Trust Fund Grant Committee with a term to expire December 31, 2024 as recommended by Supervisor Federal D. Glover.

Debra Mason, School Representative (Bay Point Area)

Khurram Shah, Bay Point Chamber of Commerce

Marcia Lessley, Bay Point Municipal Advisory Member

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Appointees serve in an advisory capacity on a committee comprised of the District V Supervisor, the Chief of Staff, a member Bay Point Municipal Advisory Council and two appointed seats. The committee evaluates applications and conducts interviews for funding from the Keller Canyon Mitigation Grant Fund Committee and makes subsequent recommendations regarding allocation to the Board of Supervisors.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Vincent Manuel (925)  
608-4200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Seats would remain vacant.

CHILDREN'S IMPACT STATEMENT:

None.



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 5, 2021

Subject: RE-APPOINT Members to the Crockett-Carquinez Fire Protection District Advisory Commission

---

**RECOMMENDATION(S):**

RE-APPOINT Member to the Crockett-Carquinez Fire Protection District Fire Advisory Commission with a term to expire December 31, 2024 as recommended by Supervisor Federal D. Glover.

John Adams, Appointee 2  
Ronald Maria, Appointee 3  
Duane Burlison, Appointee 4  
Michael Thomas, Appointee 5

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Crockett-Carquinez Fire Protection District Advisory Commission reviews and advises on annual operations and capital budgets; reviews Fire District expenditures; advises the Fire Chief on district service matters; and serves as a liaison between the Board of Supervisors and the community served by the fire district.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Vincent Manuel (925)  
608-4200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The seats would remain vacant.

CHILDREN'S IMPACT STATEMENT:

None.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Authorization to Participate in the No Place Like Home Program/Competitive

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/23 authorizing the Department of Health Services Department Director to apply for and accept loan funds from the State of California's No Place Like Home Program (NPLH)/Competitive Allocation, Round 3, as a sole applicant or as a joint applicant with a development sponsor for a loan in an amount not to exceed \$20 million per project to fund a portion of an affordable permanent supportive housing project for persons with a serious mental illness who are homeless, chronically homeless or at-risk of chronic homelessness, including:

1. Authorizing the Department of Health Services Director (HSD) to apply for and accept NPLH funds with one or more affordable housing developers, or as the sole applicant (the "Development Sponsor") and execute documents necessary to accept the funds.
2. Acknowledging that the County and/or the Development Sponsor will be subject to the terms and conditions included in the Standard Agreement to be entered into with the State pursuant to Government Code section 15463, Part 3.9 of Division 5 of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890; and
3. Authorizing a commitment by the Health Services Department to make mental health supportive services

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano,  
925-957-5201

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Adam Down, Marcy Wilhelm

## RECOMMENDATION(S): (CONTD)

available to the project's NPLH tenants for at least twenty years, as evidenced by a Memorandum of Understanding between the County and the Development Sponsor.

## FISCAL IMPACT:

The NPLH Competitive Allocation funds will be loaned directly to the Development Sponsors and secured by a Deed of Trust on the development property. The cost of providing mental health supportive services will be covered by existing Mental Health Services Act funds allocated to HSD.

## BACKGROUND:

On September 18, 2018, the Board of Supervisors approved an advocacy position for Proposition 2 that authorized the issuance of bonds to fund existing housing programs for individuals with mental illness. The proposition was passed by voters on November 6, 2018. The proceeds of the Proposition 2 bond issuance are designated for the NPLH program to be provided as deferred payment loans for the development of permanent supportive housing for persons with a serious mental illness who are homeless, chronically homeless or at-risk of chronic homelessness. NPLH funds are administered by the California Department of Housing and Community Development (HCD) in two tranches:

1. Noncompetitive Allocation Funds – Funding available on an “over the counter” basis to specific cities and counties throughout the State. Contra Costa’s allocation is \$2,231,571. The County submitted its Noncompetitive Allocation Acceptance Form to HCD and has these funds available to use for a future project.
2. Competitive Allocation Funds - Funding available on a competitive per-project allocation basis. These funds will be available through four Notice of Funding Availability rounds over the next four years. The County may apply independently or with a development sponsor. Applications for the third round are due on January 29, 2021.

The funds may be used to acquire, design, construct, rehabilitate, or preserve permanent supportive housing, which may include a capitalized operating subsidy reserve.

The Development Sponsor will be the borrower of record for the loan; however, the County will also be a party to documents associated with the application for and award of NPLH funds for the purpose of providing the supportive services. The maximum loan amount per project is \$20,000,000 and the loan will be secured by a Deed of Trust on the project property.

HSD will work jointly with the Development Sponsor to apply to HCD for an allocation of NPLH competitive funds for one or more projects. Staff will review project applications for compliance with threshold requirements, development feasibility, competitiveness, and eligibility, and participate on behalf of the County in the financing transaction. The Behavioral Health division of HSD, in cooperation with the Development Sponsor, will write the project specific Supportive Services Plan that is included with the application, and enter into a Memorandum of Understanding for the County’s 20-year commitment of mental health supportive services of the project’s NPLH tenants. HCD will monitor the project for ongoing compliance.

## CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County’s ability to secure permanent supportive housing for persons with a serious mental illness who are Homeless, Chronically Homeless or At-Risk of Chronic Homelessness will be diminished.

## ATTACHMENTS



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

Adopted this Resolution on 01/05/2021 by the following vote:

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2021/23**

In The Matter of: Participation in the No Place Like Home Program

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability for Round 3 funds dated October 23, 2020, as may be amended from time to time, (“NOFA”), under the No Place Like Home Program (“NPLH” or “Program”) authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of approximately \$202 million in Competitive Allocation funds under the NPLH Program; and

WHEREAS, the County of Contra Costa is a County and an Applicant, as those terms are defined in the NPLH Program Guidelines, enacted in 2020 (“Guidelines”).

NOW, THEREFORE, BE IT RESOLVED:

The Board of Supervisors for Contra Costa County does hereby determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and if awarded, accept the NPLH Program funds, as detailed in the NOFA, up to the amount authorized by the Guidelines and applicable state law.

SECTION 2. That Anna Roth, Director of Health Services, or designee, is hereby authorized and directed to act on behalf of Contra Costa County in connection with an award of NPLH Program funds, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to evidence the loan of NPLH Program funds, the County’s obligations related thereto, and the Department’s security therefore. These documents may include, but are not limited to, a State of California Standard Agreement (“Standard Agreement”), a regulatory agreement, a promissory note, a deed of trust and security agreement, and any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of, or pertaining to the NPLH Program funds, and all amendments thereto (collectively, the “NPLH Program Documents”).

SECTION 3. That County shall be subject to the terms and conditions that are specified in the Standard Agreement; that the application in full is incorporated as part of the Standard Agreement; that any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement; and that County will use the NPLH Program funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

SECTION 4. That County will make mental health supportive services available to each project’s NPLH tenants for at least 20 years, and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the County’s relevant supportive services plan, and as specified in Section 202 of the Guidelines.

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

**ATTESTED: January 5, 2021**

Monica Nino, County Administrator and Clerk of the Board of Supervisors

**Contact: Suzanne Tavano, 925-957-5201**

By: , Deputy

cc: Adam Down, Marcy Wilhelm





**Contra  
Costa  
County**

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: January 5, 2021

Subject: Add Acct. Clerk Sup & Cancel ASA III

---

**RECOMMENDATION(S):**

ADOPT Personnel Adjustment Resolution No. 25662. To: add one (1) Account Clerk Supervisor (JDHD) (represented) at salary plan and grade K6X 1340 (\$4,945.28-\$6,315.33); and, cancel one (1) vacant Administrative Services Assistant III (APTA) (represented) position (#16641) at salary plan and grade ZB5 1631 (\$6,613.77-\$8,039.08), in the Office of the Sheriff.

**FISCAL IMPACT:**

An annual savings of \$20,794 to the Office of the Sheriff General Fund of which \$4,292 is retirement cost savings.

**BACKGROUND:**

Due to a restructuring of duties within the Sheriff's Personnel and Finance Divisions, adding an Account Clerk Supervisor will provide additional supervision of the fiscal unit and will allow for more cross-training, promotional growth and succession planning. In addition, canceling a vacant Administrative Services Assistant III position will provide a cost savings for other operational needs.

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Hallie Wachowiak,  
925-655-0003

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Sylvia Wong Tam

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, it will impede the organizational structure of the Office of the Sheriff.

ATTACHMENTS

P300 No. 25662

**POSITION ADJUSTMENT REQUEST**

NO. 25662  
DATE 11/10/2020

Department Office of the Sheriff Department No./  
Budget Unit No. 0255 Org No. 2500 Agency No. 25

Action Requested: To cancel one (1) Administrative Services Assistant III (APTA) (represented) position (#16641), add one (1) Account Clerk Supervisor (JDHD) (represented), and reclassify one (1) Clerk-Senior Level (JWXC) (represented) position (#2506) to a Clerk-Specialist Level (JWXD)(represented) in the Office of the Sheriff

Proposed Effective Date: 9/1/2099

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 (\$20,794.00) Net County Cost (\$20,794.00)  
Total this FY (\$13,863.00) N.C.C. this FY (\$13,863.00)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT \$20,794.00 annual savings, \$4,292.00 is retirement

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Mary Jane Robb

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Paul Reyes

12/11/2020

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/22/2020

Add one (1) Account Clerk Supervisor (JDHD) (represented); and, cancel one (1) Administrative Services Assistant III (APTA) (represented) position in the Office of the Sheriff.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

Alexandra Austin

12/22/2020

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

12/31/2020

Approve Recommendation of Director of Human Resources  
 Disapprove Recommendation of Director of Human Resources  
 Other: \_\_\_\_\_

Paul Reyes

\_\_\_\_\_  
(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 12/30/2020

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: January 5, 2021

Subject: Add one Substance Abuse Program Supervisor Position and Cancel one Substance Abuse Counselor Position in Health Services Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25671 to add one Substance Abuse Program Supervisor (VHHB) (represented) position at salary plan and grade level ZA5-1682 (\$6,956-\$8,455) and cancel one vacant Substance Abuse Counselor (VHVC) (represented) position #17211 at salary plan and grade level TC5-1436 (\$5,453-\$6,628) in the Health Services Department.

**FISCAL IMPACT:**

Upon approval, this action will have an annual cost of approximately \$33,879 with \$8,353 in pension costs already included. The cost is supported by Drug Medi-Cal funding available through 50% Realignment and 50% Substance Abuse Block Grant (SABG) funding.

**BACKGROUND:**

The Alcohol and Other Drugs (AODS) Program within the Behavioral Health Division has identified a greater staffing need for a Substance Abuse Program Supervisor position than the current Substance Abuse Counselor position vacancy. The supervisory level role is needed to coordinate perinatal and parenting program and services. The position will be responsible for providing

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Sabrina Pearson, (925)  
957-5240

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

oversight to ensure compliance with Perinatal Service Guidelines through technical assistance, coordination with other county partners, streamlining referrals to substance abuse treatment including medication assisted treatment, and oversee the functions of a transition team. As the substance abuse programs expand services to the community, it is important that service delivery is done in a coordinated and seamless manner for women to enter the system of care and receive quality services.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Alcohol and Other Drugs Program will not have the staffing necessary to provide program oversight, which may negatively impact the department's ability to meet regulatory requirements of SABG Perinatal-Set Aside.

ATTACHMENTS

P300 No. 25671 HSD

**POSITION ADJUSTMENT REQUEST**

NO. 25671  
DATE 12/11/2020

Department Health Services Department Department No./  
Budget Unit No. 0466 Org No. 5903 Agency No. A18

Action Requested: Cancel one Substance Abuse Counselor (VHVC) position #17211 and add one Substance Abuse Program Supervisor (VHHB) position in the Health Services Department.

Proposed Effective Date: 1/6/2020

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$33,878.61 Net County Cost \$0.00  
Total this FY \$11,292.87 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 50% Realignment, 50% Substance Abuse Block Grant

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Sabrina Pearson

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 12/29/2020

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

\_\_\_\_\_  
(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 12/29/2020

No. \_\_\_\_\_

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: January 5, 2021

Subject: Add one Administrative Services Assistant III Position and Cancel one Public Health Program Specialist II Position in Health Services Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25672 to add one Administrative Services Assistant III (APTA) (represented) position at salary plan and grade level ZB5-1631 (\$6,614-\$8,039) and cancel one vacant Public Health Program Specialist II (VBND) (represented) position #11982 at salary plan and grade level ZA5-1711 (\$7,159-\$8,702) in the Health Services Department.

**FISCAL IMPACT:**

Upon approval, this action will have an annual cost saving of approximately \$12,283 with \$4,330 in pension costs already included. The current position is primarily funded by the department's County General Fund allocation.

**BACKGROUND:**

Upon review of vacant positions within the Senior Nutrition Program, the department has determined the Administrative Services Assistant III classification is more appropriate than a currently vacated Public Health Program Specialist II (PHPS II) position. In 2017, the PHPS II position was back filling for some of the director's responsibilities but the current Director of Senior Nutrition does not require this assistance at the program specialist level.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Sabrina Pearson, (925)  
957-5240

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The department agrees that an Administrative Services Assistant III position is more appropriate for current staffing needs such as, conducting studies, preparing reports on departmental operations including procedures, workloads, space requirements, organizational structure, expenditures of funds, and types and effectiveness of equipment. One of the main responsibilities will be overseeing 20 to 30 contracts and subcontracts and managing the budgets of those agreements. In conjunction with the Director of Senior Nutrition, this position will assist with operational oversight of 20-25 Senior Centers that serve meals to seniors in need.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Senior Nutrition Program will not have adequate administrative support to gather and analyze data.

ATTACHMENTS

P300 No. 25672 HSD

**POSITION ADJUSTMENT REQUEST**

NO. 25672  
DATE 12/11/2020

Department Health Services

Department No./  
Budget Unit No. 0450 Org No. 5766 Agency No. A18

Action Requested: Cancel one Public Health Program Specialist II (VBND) Position #11982 and add one Administrative Services Assistant III (APTA) position in Health Services Department.

Proposed Effective Date: 01/06/2020

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$12,283.41) Net County Cost  
Total this FY (\$4,094.47) N.C.C. this FY

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: Cost savings to the General Fund allocation

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Sabrina Pearson

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from Human Resources review under delegated authority.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 12/29/2020

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

\_\_\_\_\_  
(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 \_\_\_\_\_

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: Esa Ehmen-Krause, County Probation Officer  
Date: January 5, 2021

Subject: Add one Administrative Services Assistant III position in the Probation Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25664 to add one (1) Administrative Services Assistant III (APTA) (represented) position at salary plan and grade ZB5 1631 (\$6,613.76 - \$8,039.07) in the Probation Department.

**FISCAL IMPACT:**

Upon approval, this request has an annual cost of approximately \$150,741 which includes \$30,876 in pension costs. This cost is 100% funded by Juvenile Justice Crime Prevention Act (JJCPA) revenue.

**BACKGROUND:**

At the last Juvenile Justice Coordinating Council (JJCC) meeting, the Probation Department reported that they have a large fund balance in JJCPA revenue. It is the desire of the JJCC to contract these unspent dollars with Community Based Organizations (CBOs). The Probation department currently employs one ASA III whose responsibility is to draft, support and oversee all the department's contracts. This employee does not have the capacity to handle these additional contracts. As a result, the Probation Department is requesting an additional ASA III to handle all the JJCPA contracts.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Danielle Fokkema,  
925-313-4195

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Sylvia Wong Tam

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, there will be insufficient administrative support for the department's contracting needs.

ATTACHMENTS

P300 No. 25664

**POSITION ADJUSTMENT REQUEST**

NO. 25664  
DATE 12/14/2020

Department Probation Department No./ Budget Unit No. 0308 Org No. 3000 Agency No. 30  
Action Requested: ADOPT Position Adjustment Resolution No. 25664 to ADD one full-time Administrative Services Assistant III (APTA) (Represented) position at salary plan and grade ZB5 1631 (\$6,613.76 - \$8,039.07) in the Probation Department.

Proposed Effective Date: 1/6/2020

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$150,741.00 Net County Cost \$0.00  
Total this FY \$75,371.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Juvenile Justice Crime Prevention Act Revenue

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Danielle Fokkema

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Melissa Crockett (for P. Reyes) 12/15/2020

\_\_\_\_\_  
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/20/2020

Add one Administrative Services Assistant III (APTA) (represented) position at salary plan and grade ZB5 1631 (\$6,613 - \$8,039)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Gladys Scott Reid

12/20/2020

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 12/30/2020

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: \_\_\_\_\_

Paul Reyes

\_\_\_\_\_  
(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 12/30/2020

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: Esa Ehmen-Krause, County Probation Officer  
Date: January 5, 2021

Subject: ADD one Probation Manager in the Probation Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25667 to add one (1) Probation Manager (7AGB) (Unrepresented) position at salary plan and grade B25 1899 (\$9,051.46 - \$11,002.11) in the Probation Department.

**FISCAL IMPACT:**

An annual cost of approximately \$285,386 which includes \$111,435 in pension costs. This cost is 100% funded by California Community Corrections Performance Incentives Act (SB678) revenue.

**BACKGROUND:**

With the recent expansion of the AB 109 units, due to the early and rapid releases of inmates from the California Department of Correction and Rehabilitation, there will be an expected increase of workload in the Pretrial unit. Adding a Probation Manager would provide direct oversight necessary to these units to ensure that the needs of the Probation Department are met. The Probation Manager position would also allow the Probation Department to stay in alignment with the department's commitment to Evidence Based Practices.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Danielle Fokkema,  
925-313-4195

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Sylvia Wong Tam

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, it will impede the Probation Department from adequately supporting and supervising re-entry and pretrial services.

ATTACHMENTS

P300 No. 25667

**POSITION ADJUSTMENT REQUEST**

NO. 25667  
DATE 12/16/2020

Department Probation Department No./  
Budget Unit No. 0308 Org No. 3033 Agency No. 30  
Action Requested: Add one (1) full-time Probation Manager (7AGB) (Unrepresented) position in the Probation Department.

Proposed Effective Date: 1/6/2020

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$285,386.00 Net County Cost \$0.00  
Total this FY \$142,693.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% CA Community Corrections Performance Incentive Act

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Danielle Fokkema

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Melissa Crockett (for P. Reyes)

12/17/2020

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/17/2020

ADOPT Position Adjustment Resolution No. 25667 to ADD one (1) full-time Probation Manager (7AGB) (Unrepresented) position at salary plan and grade B25 1899 (\$9,051.46-\$11,002.11) in the Probation Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.  
 \_\_\_\_\_(Date)

Genesis Duenas

12/17/2020

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

12/30/2020

Approve Recommendation of Director of Human Resources  
 Disapprove Recommendation of Director of Human Resources  
 Other: \_\_\_\_\_

Paul Reyes

\_\_\_\_\_  
(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 12/30/2020

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.
  
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9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services  
Date: January 5, 2021

Subject: Increase Position Hours of one Pediatrician in the Health Services Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 25674 to increase the hours of one Pediatrician Hospitalist-Exempt (VPS0) position #7940 at salary plan and grade level 1PX-1006 (\$15,558 -\$17,679 ) from 35/40 to 40/40 in Health Services Department. (Represented)

**FISCAL IMPACT:**

Upon approval, this action has an annual cost increase of \$40,331 with \$10,284 in pension costs already included. The cost increase will be 100% funded by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

Due to the retirement of the Nursery Section Head in Pediatrics, the Department is requesting to increase the hours of Pediatrician Hospitalist-Exempt position #7940 from 35/40 to 40/40. The incumbent will assume managerial duties and will be assigned special projects beginning February 1, 2021, in addition to performing her regular shifts in the nursery.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Sabrina Pearson, (925)  
957-5240

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Pediatrics Unit within the Health Services Department will not have adequate leadership to oversee patient care services for those we serve.

ATTACHMENTS

P300 No. 25674 HSD

POSITION ADJUSTMENT REQUEST

NO. 25674
DATE 12/11/2020

Department Health Services
Department No./ Budget Unit No. 0540 Org No 2500 Agency No. A18
Action Requested: Increase the hours of one Pediatrician (VPS0) position #7940 from 35/40 to 40/40 in the Health Services Department.

Proposed Effective Date: 01/06/2021

Classification Questionnaire attached: Yes [ ] No [x] / Cost is within Department's budget: Yes [ ] No [x]

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$40,331.60 Net County Cost \$0
Total this FY \$10,284.45 N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Hospital Enterprise Fund I

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Sabrina Pearson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS
Exempt from Human Resources Review under delegated authority.

DATE

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [x] Day following Board Action.
[ ] (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 12/29/2020

- [ ] Approve Recommendation of Director of Human Resources
[ ] Disapprove Recommendation of Director of Human Resources
[x] Other: Approve as recommended by the department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED [ ] DISAPPROVED [ ]

DATE

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

# REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date \_\_\_\_\_

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Agreement #28-936 with the California Health Care Foundation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #28-936 (Grant #G-31172), including mutual indemnification, with the California Health Care Foundation (CHCF), a non-profit organization, to pay County an amount not to exceed \$50,000 for the Connected Care Accelerator - Infrastructure and Spread Track project for the Health Services Information Systems Unit, for the period from January 5, 2021 through September 30, 2021.

**FISCAL IMPACT:**

Approval of this agreement will result in funding in an amount not to exceed \$50,000 from the California Health Care Foundation for the Connected Care Accelerator project through September 30, 2021. No matching County funds are required.

**BACKGROUND:**

The goal of the Connected Care Accelerator project is to support safety net provider organizations as they seek to expand their capacity to provide telehealth and ensure timely access to care for patients.

This

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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: January 5, 2021

Contact: Patrick Godley,  
925-335-8777

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

grant will allow Contra Costa County to invest in building our telehealth infrastructure, giving wide discretion on how to best deploy grant funding to achieve the goal, subject to the general restrictions on County of CHCF funding. Use of funds may include but it is not limited to investments in hardware or software for the for the Health Services Information Systems Unit, staffing costs, consulting expenses or technology for patients.

Under this Agreement #28-936 the County will receive funding for the Connected Care Accelerator project, through September 30, 2021 This agreement includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not receive grant funding to invest in the building of Health Services Department's telehealth infrastructure.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Amendment Agreement #28-389-3 with the Regents of the University of California, on behalf of its San Francisco Campus

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #28-389-3 with the Regents of the University of California, on behalf of its San Francisco Campus, to amend Grant Agreement #28-389-1, to increase the amount payable to the County by \$89,500, from \$153,750 to a new amount not to exceed \$243,250, and to extend the termination date from August 31, 2020 to August 31, 2021, for the Area Health Education Center (AHEC) Scholars Program to provide online training, experiential activities and mentorship to health professional students for the Area Health Education Center (AHEC) Scholars Program.

**FISCAL IMPACT:**

Approval of this amendment will allow the County to receive additional revenues of up to \$89,500, from the Regents of the University of California, on behalf of its San Francisco Campus, and require a County match of \$117,210. This would result in a total amount of \$153,750 payable to the County with a required County contribution totaling \$176,273.

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APPROVE  OTHER  
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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: January 5, 2021

Contact: Anna Roth,  
925-957-2670

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm

**BACKGROUND:**

The AHEC Scholars Program provides meaningful work-based learning experiences and relevant community-based projects to college and pre-professional students to become a diverse and culturally competent health workforce. The AHEC Scholars Program will provide participants the community-health focus needed to enhance their education and career goals and introduce them to a variety of Contra Costa Health Services career pathway opportunities and agency partners.

On April 9, 2019, the Board of Supervisors approved Grant Agreement #28-389-1 to receive \$75,000 in funds from the Regents of the University of California, on behalf of its San Francisco Campus for the AHEC Scholars Program, for the period January 1, 2019 through August 31, 2019. On January 21, 2020 (as corrected by May 26, 2020 Board Order) the Board of Supervisors approved Amendment Agreement #28-389-2 to increase the payment amount by \$78,750 to a new total of \$153,750 and extend the termination date from August 31, 2019 to August 31, 2020 for continuation of the AHEC Scholars Program.

Approval of Amendment Agreement #28-389-3 will allow the County to receive additional funds for the AHEC Scholars Program through August 31, 2021. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment agreement is not approved, the County will not receive additional funding to support the continuation of the AHEC Scholars Program.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Agreement #28-528-60 with the County of Alameda

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #28-528-60 with the County of Alameda, to pay County an amount not to exceed \$1,866,269, for coordination of essential services to Contra Costa County residents with HIV disease and their families, for the period from March 1, 2020 through February 28, 2021.

**FISCAL IMPACT:**

Approval of this agreement will result in an amount not to exceed \$1,866,269 of funding from the County of Alameda, as the Grantee of federal funds under the Ryan White HIV/AIDS Treatment Modernization Act of 2009, Part A. No County match is required.

**BACKGROUND:**

The U.S. Department of Health and Human Services has designated the County of Alameda as “Grantee” for the purpose of administering the Ryan White HIV/AIDS Treatment Modernization Act of 2006, Part A, funds for coordination of essential services to Contra Costa County residents with HIV Disease and their families.

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Daniel Peddycord,  
925-313-6712

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

On June 11, 2019, the Board of Supervisors approved Contract #28-528-59 with the County of Alameda Health Care Services Agency, as the fiscal agent for Ryan White CARE Act, Title I and Minority AIDS Initiative funds, to pay County in an amount not to exceed \$1,848,177, for coordination of services to Contra Costa residents with HIV disease and their families, for the period from March 1, 2019 through February 29, 2020.

Approval of Agreement #28-528-60 will provide continued funding for coordination of services through February 28, 2021. This agreement includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not receive funds to provide coordination of essential services to Contra Costa County residents with HIV disease and their families.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Interagency Agreement #28-682-18 with Mount Diablo Unified School District

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #28-682-18 with Mount Diablo Unified School District (MDUSD), an educational institution, to pay County an amount not to exceed \$6,500 for the Tuberculosis (TB) Testing Program for MDUSD employees for the period from November 15, 2020 through June 30, 2021.

**FISCAL IMPACT:**

Approval of this Interagency Agreement will result in a total payment to the County not to exceed \$6,500. No County match required.

**BACKGROUND:**

In the past, MDUSD employees received vouchers to be used for TB testing at Public Health Clinics. Employees experienced extremely long waits to redeem their vouchers for testing and subsequent reading. In an effort to provide better services, MDUSD and Contra Costa Health Services, Public Health Clinic Services have coordinated services to provide TB testing and reading at one MDUSD facility.

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Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Contact: Daniel Peddycord,  
925-313-6712

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Leslie Walker, M Wilhelm

BACKGROUND: (CONT'D)

On July 30, 2019, the Board of Supervisors approved Interagency Agreement #28-682-17 for the TB Testing Program for MDUSD employees for the period from September 1, 2019 through June 30, 2020.

Approval of Interagency Agreement #28-682-18 will allow MDUSD to pay the County \$75.00 per hour and \$3.50 per TB test administered, for the provision of TB testing and reading services for MDUSD employees through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not be able to provide TB testing services to MDUSD employees.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Agreement #28-943 with the County of Alameda

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Agreement #28-943 with the County of Alameda, to pay County an amount not to exceed \$63,617, for the Ryan White HIV/AIDS Program Part A Covid-19 Response for emergency food and financial assistance to Contra Costa County residents with HIV disease, for the period from April 1, 2020 through March 31, 2021.

**FISCAL IMPACT:**

Approval of this agreement will result in a funding amount not to exceed \$63,617 from the County of Alameda, as the Grantee of federal funds under the Ryan White HIV/AIDS Treatment Modernization Act of 2009, Part A. No County match is required.

**BACKGROUND:**

The U.S. Department of Health and Human Services has designated the County of Alameda as “Grantee” for the purpose of administering the Ryan White HIV/AIDS Treatment Modernization Act of 2006, Part A, funds for coordination of essential services to Contra Costa County residents with HIV disease and their families.

Under Agreement #28-943,

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Contact: Daniel Peddycord,  
925-313-6712

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm



BACKGROUND: (CONT'D)

the County of Alameda Health Care Services Agency, as the fiscal agent for Ryan White CARE Act, Title I and Minority AIDS Initiative funds, will pay the County in an amount not to exceed \$63,617, for coordination of Covid-19 response services including emergency food and finance assistance to Contra Costa residents with HIV disease, for the period from April 1, 2020 through March 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not receive funding to provide coordination of COVID-19 response services to Contra Costa County residents with HIV disease.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Amendment Agreement #29-520-13 with Pittsburg Unified School District

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Amendment Agreement #29-520-13 with the Pittsburg Unified School District, an educational institution, to amend Interagency Agreement #29-520-12, effective July 1, 2020, to increase the amount payable to the County by \$150,000, from \$154,500 to a new amount not to exceed \$304,500 to provide additional mental health intervention services for agency-designated, severely emotionally disturbed Special Education students in East County for the period from July 1, 2020 through June 30, 2021.

**FISCAL IMPACT:**

Approval of this amendment will result in an increased funding to the County in an amount not to exceed \$150,000 for this fiscal year. No County match is required.

**BACKGROUND:**

Contra Costa Behavioral Health Services Division/Mental Health in collaboration with Lincoln Child Center and Pittsburg Unified School District implemented the Petite Academy

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Contact: Suzanne Tavano, PhD,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

Program to provide mental health services for the seriously emotionally disturbed youth and families who live in East County.

On October 13, 2020, the Board of Supervisors approved Interagency Agreement #29-520-12 with Pittsburg Unified School District to pay the County for providing mental health intervention services, to agency-designated, severely emotionally disturbed Special Education students for the period July 1, 2020 through June 30, 2021.

Approval of Amendment Agreement #29-520-13 will allow the Pittsburg Unified School District to pay the County for additional mental health intervention services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County will not receive additional funding to support mental health intervention services for certain Special Education students.

ATTACHMENTS



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 5, 2021

Subject: 2021-2022 Community Services Block Grant Revenue

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with California Department of Community Services and Development in an amount not to exceed \$876,852 to provide Community Services Block Grant funded self-sufficiency programs for the period January 1, 2021 through May 31, 2022.

**FISCAL IMPACT:**

County will receive a pass-through of federal funding from the California Department of Community Services and Development. There is no county match requirement.

CFDA # 93.569  
State Contract Number: 21F-4007  
County Contract Number: 39-813-49

**BACKGROUND:**

Employment and Human Services Department (EHSD), Community Services Bureau (CSB), received notification of funding from

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- APPROVE  OTHER  
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ATTESTED: January 5, 2021

Contact: Elaine Burres  
608-4960

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

California Department of Community Services and Development on November 4, 2020. 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. The self-sufficiency programs have the goal of ameliorating poverty in Contra Costa County through programs that address housing, comprehensive health services, economic development and food security. Examples of programs to receive funding include those that provide employment training, housing payment assistance, wrap-around health services, and food distribution.

This Board Order is to accept funding in the amount of \$876,852 for the 2021-2022 program year.

CONSEQUENCE OF NEGATIVE ACTION:

EHSD will be hampered in its ability to operate self-sufficiency programs in the community, and to establish partnerships with community based agencies and public organizations.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 5, 2021

Subject: Contra Costa County Office of Education, Quality Matters Program Funding

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to accept grant funding in the amount of \$194,600 from Contra Costa County Office of Education for Quality Matters programs for the period October 1, 2020 through June 30, 2021.

**FISCAL IMPACT:**

County to receive an amount not to exceed \$194,600. 100% funded by Contra Costa County Office of Education. There is no County match.

**BACKGROUND:**

The Employment and Human Services Department (EHSD) Community Services Bureau (CSB) submitted a grant application to Contra Costa County Office of Education to receive funding to implement a Quality Matters program with funding for the following childcare centers: Balboa, George Miller, Bayo Vista, GMIII, Las Deltas, Lavonia Allen, Los Arboles, Los Nogales, and Riverview. Funding will be used to provide professional growth training for staff to implement Quality Rating and Improvement System programs.

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**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Contact: Elaine Burres  
608-4960

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, Quality Matters programs could not be implemented for professional growth to support childcare centers and staff in Contra Costa County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Grant Award #29-338-26 from the Department of Health Care Services, Children Medical Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County Grant Award #29-338-26 with the Department of Health Care Services, Children Medical Services, to pay the County in an amount not to exceed \$820,150, for the Child Health and Disability Prevention (CHDP), the Health Care Program for Children in Foster Care (HCPCFC) and Psychotropic Medication Management and Monitoring Oversight (PMM&O) activities, for the period from July 1, 2020 through June 30, 2021.

**FISCAL IMPACT:**

Approval of this grant award will result in \$820,150 of funding from the California Department of Health Care Services for the CHDP, HCPCFC and PMM&O projects. A match of \$375,394 from the County General Fund is required and is included in the current fiscal year budget.

**BACKGROUND:**

The CHDP Program carries out State mandates regarding early and periodic screening, diagnosis and treatment and case coordination of health and dental services for children on Medi-Cal or within the 200% poverty level. These services are federally required and consistent

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ATTESTED: January 5, 2021

Contact: Daniel Peddycord,  
925-313-6712

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhlem

BACKGROUND: (CONT'D)

with approved standards of medical practice. The CHDP program is responsible for provider certifications, network and resource development, training, outreach, care coordination, follow up and communications with medical and dental providers.

This program works closely with community providers, other health related agencies, Managed Care, County Departments including Employment and Human Services, Probation, and Community Services as well as other Health Services Divisions to provide a wide variety of health related consultation services.

The goal of the Program is to provide access to Contra Costa County low income children for periodic wellness care, provide further diagnosis and treatment for medical and dental problems found, assist with enrollment into a comprehensive plan, provide case coordination, follow up, and liaison to various resources, and provide case management and payment for care for children ages 0-21. The HCPCFC program carries out federal and state mandates for children in foster care and the juvenile justice system. PMM&O provides administrative public health nursing oversight of psychotropic medications for children in foster care and the juvenile justice system.

On November 12, 2019, the Board of Supervisors approved Grant Award #29-338-25 with the Department of Health Care Services, Children Medical Services, in an amount not to exceed \$1,522,480, for the period from July 1, 2019 through June 30, 2020.

Approval of Grant Award #29-338-26 will allow for the continuation of this long standing state and federal funding that supports these ongoing Public Health Programs: CHDP, HCPCFC and PMM&O through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive funding to support the CHDP, HCPCFC and the PMM&O programs to comply with State and Federal requirements.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Grant Agreement #28-945 with Kaiser Permanente, Community Benefit Program

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Grant Agreement #28-945 with Kaiser Permanente, Community Benefit Program, to pay the County an amount not to exceed \$95,000, for the Built for Zero Accelerator Project and support the Health, Housing and Homeless Services Division's efforts to reduce unsheltered homelessness in Contra Costa County, for the period from January 1, 2021 through December 31, 2021.

**FISCAL IMPACT:**

Approval of this grant agreement will result in up to \$95,000 in funding from Kaiser Permanente to support the County's Built for Zero Accelerator Project. No County match is required.

**BACKGROUND:**

The goal of the Built for Zero Accelerator Project is to reduce unsheltered homelessness by 15% by January 2022 based on unsheltered clients identified in the annual Point-in-Time counts. The drivers toward that goal (and the larger aim of ending homelessness) are two-fold: (1) reduce inflow through prevention, and (2)

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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: January 5, 2021

Contact: Lavonna Martin,  
925-608-6701

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

accelerate outflow to permanent housing. The County has been a participating community agency in the Built for Zero Accelerator Project since its inception in 2015. Since that time the community has achieved quality data for both the veteran and chronic sub-populations supported by a strong data infrastructure and dedicated staffing. Additionally, the community has developed a functioning coordinated entry system with multiple leadership tables formed and focused on population-level reductions. Local Continuum of Care Program leadership has participated in quality improvement training through the Institute for Healthcare Improvement as well as participating in multiple training and improvement coaching through Built for Zero Project. The County has identified a number of strategies to achieve goals that reflect the community aims and priorities, and are aligned with multiple regional and local initiatives.

One of the goals the County has identified is the addition of an Improvement Advisor to support quality improvement work and allow for expanding unsheltered homelessness service capacity. Unsheltered homelessness is of increasing concern and an Improvement Advisor will ensure that the County's system is set up to best serve and measure service delivery to that population over time. The Improvement Advisor will also help ensure that those same skills and processes are built into the larger system for continuous quality improvement beyond the Built for Zero Accelerator Project.

Approval of Grant Agreement #28-945 will allow the County to receive funds from Kaiser Permanente to incorporate an Improvement Advisor in support of the Built for Zero Accelerator Project through December 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this application is not approved, the County will not receive funding to provide an Improvement Advisor for the Built for Zero Accelerator Project.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #23-571-6 with BlueTree Network, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-571-6 with BlueTree Network, Inc., a corporation, in an amount not to exceed \$2,500,000, to provide consulting, technical support and training to the Health Services Department's Information Systems Unit, for the period January 1, 2021 through December 31, 2023.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$2,500,000 over a 3 year period and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

**BACKGROUND:**

BlueTree Network provides professional technical support, training and consulting services on Epic Systems to Health Services IT support (CCHS), as well as Contra Costa Regional Medical Center (CCRMC) hospital and clinical staff, patients, and health care providers. BlueTree has been providing ongoing support since 2015. Due to the Covid-19 pandemic workloads have increased and are expected to rise with the recent roll out of vaccinations making their continued services

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Patrick Wilson,  
925-335-8777

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

essential. On June 18, 2019, the Board of Supervisors approved Contract #23-571-5 with BlueTree Network, Inc., for the provision of consulting, technical support and training to the Health Services Information Director on Information Systems, including assistance with Epic, the billing system for Contra Costa Regional Medical Center (CCRMC), for the period from July 1, 2019 through December 31, 2020. Approval of Contract #23-571-6 will allow the contractor to continue to provide consulting, technical support and training to the Health Services Information Director through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Information Systems Unit will not receive consulting, technical support and training the department has identified as vital for working to upgrade and maintain CCRMC's billing system, Epic. Not approving this contract could delay or stall the upgrade of Epic and impact a major revenue source.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #23-611-2 with Atredis Partners, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-611-2 with Atredis Partners, LLC, a limited liability company, in an amount not to exceed \$486,000, to provide consultation and technical assistance with regard to the Department’s Information Systems Unit security and compliance with Health Insurance Portability and Accountability Act (HIPAA) for the period December 1, 2020 through December 31, 2023.

**FISCAL IMPACT:**

This contract will result in contractual expenditures of up to \$486,000 over a 37-month period and will be funded 100% by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

On February 7, 2017, the Board of Supervisors approved Contract #23-611, with Atredis Partners, LLC. in the amount of \$160,000 for the provision of consultation and technical assistance with regard to the Department’s Information Systems Unit security and compliance with Health Insurance Portability and Accountability Act (HIPAA) including meeting Federal, State,

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- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: PAT WILSON  
925-335-8777

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: F Carroll, M Wilhelm

BACKGROUND: (CONT'D)

Local and Industry Payment Card Industry Data Security Standards (PCI-DSS) assessments and audits for the period January 1, 2017 through December 31, 2019. On July 23, 2019, the Board of Supervisors approved Contract Amendment Agreement #23-611-1 to increase the payment limit by \$430,000 to a new payment limit of \$590,000, to provide additional consultation and technical assistance to the Department's Information Systems Unit, with no change in the term of January 1, 2017 through December 31, 2019

Approval of Contract #23-611-2 will allow the contractor to provide additional consultation and technical assistance for the Health Services Department's Information Systems Unit through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the department's Information Systems Unit would be more at risk of not meeting Federal, State, Local and Industry security standards.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Contract with GradeTech Inc., a California Corporation, Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with GradeTech Inc., in an amount not to exceed \$750,000, to provide on-call pavement maintenance and repair services at various County sites and facilities, for the period February 1, 2021 through January 31, 2024, Countywide.

**FISCAL IMPACT:**

Facilities Maintenance Budget. (100% General Fund)

**BACKGROUND:**

Public Works Facilities Services is responsible for maintenance and repairs of all County properties. Work done under this contract will consist of paving and concrete work to County properties in support of facilities maintenance. Work may include pavement repairs and replacement, skin patching, sidewalk repairs, concrete flatwork and hot mix asphalt paving.

Originally bid on BidSync #2009-423, GradeTech Inc., was one of three lowest, responsive and responsible vendors awarded for this work. The contract will have a term of one (1) year with the option of two (2) one-year extensions and will be

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Kevin Lachapelle, (925) 313-7082

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

used as needed, with no minimum amount that has to be spent.

Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, pavement maintenance and repair services with GradeTech Inc., will not happen.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Contract with DRT Grading & Paving, Inc., a California Corporation, Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with DRT Grading & Paving, Inc., in an amount not to exceed \$750,000, to provide on-call pavement maintenance and repair services at various County sites and facilities, for the period February 1, 2021 through January 31, 2024, Countywide.

**FISCAL IMPACT:**

Facilities Maintenance Budget. (100% General Fund)

**BACKGROUND:**

Public Works Facilities Services is responsible for maintenance and repairs of all County properties. Work done under this contract will consist of paving and concrete work to County properties in support of facilities maintenance. Work may include pavement repairs and replacement, skin patching, sidewalk repairs, concrete flatwork and hot mix asphalt paving.

Originally bid on BidSync #2009-423, DRT Grading & Paving, Inc., was one of three lowest, responsive and responsible vendors awarded for this work. The contract will have a term of one (1) year with the option of two (2) one-year extensions and will be used as needed, with no minimum amount that has to be spent.

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- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Kevin Lachapelle, (925)  
313-7082

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. Facilities Services is requesting a contract with DRT Grading & Paving, Inc., to be approved for a period covering one year.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, pavement maintenance and repair services with DRT Grading & Paving, Inc., will not happen.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: Contract with A. Teichert & Son Inc., dba Teichert Construction, a California Corporation, Countywide.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with A. Teichert & Son Inc., dba Teichert Construction, in an amount not to exceed \$750,000, to provide on-call pavement maintenance and repair services at various County sites and facilities, for the period February 1, 2021 through January 31, 2024, Countywide.

**FISCAL IMPACT:**

Facilities Maintenance Budget. (100% General Fund)

**BACKGROUND:**

Public Works Facilities Services is responsible for maintenance and repairs of all County properties. Work done under this contract will consist of paving and concrete work to County properties in support of facilities maintenance. Work may include pavement repairs and replacement, skin patching, sidewalk repairs, concrete flatwork and hot mix asphalt paving.

Originally bid on BidSync #2009-423, A. Teichert & Son Inc., dba Teichert Construction, was one of three lowest, responsive and responsible vendors awarded for this work. The contract will have a term of one (1) year with the option of two (2) one-year extensions and will be used as needed, with no minimum amount that has to be spent.

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Kevin Lachapelle, (925) 313-7082

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. Facilities Services is requesting a contract with A. Teichert & Son Inc., dba Teichert Construction, to be approved for a period covering one year.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, pavement maintenance and repair services with A. Teichert & Son Inc., dba Teichert Construction, will not happen.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #77-264-2 with Amara Hospice, LLC (dba Bridge Hospice Bay Area)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-264-2 with Amara Hospice, LLC (dba Bridge Hospice Bay Area), a limited liability company, in an amount not to exceed \$1,500,000, to provide hospice services for Contra Costa Health Plan (CCHP) members, for the period January 1, 2021 through December 31, 2021.

**FISCAL IMPACT:**

This contract is funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

On September 24, 2019, the Board of Supervisors approved Contract #77-264, with Amara Hospice (dba Bridge Hospice Bay Area), in the amount of \$800,000, for the provision of hospice services for CCHP Members for the period January 1, 2020 through December 31, 2020.

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Sharron Mackey,  
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

On February 25, 2020, the Board of Supervisors approved Contract Amendment Agreement #77-264-1 to increase the payment limit by \$400,000 to a new payment limit of \$1,200,000, to provide additional hospice services for CCHP members, with no change in the term of January 1, 2020 through December 31, 2020.

Approval of Contract #77-264-2 will allow the Contractor to continue to provide hospice services for CCHP members through December 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized hospice health care services will not be provided to CCHP members.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #74-433-12 with Michael Levin, M.D.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-433-12 with Michael Levin, M.D., an individual, in an amount not to exceed \$285,496, to provide outpatient psychiatric services in Central County Adult Mental Health Clinics, and expert testimony in Lanterman Petris Short (LPS) conservatorship trials, for the period from January 1, 2021 through December 31, 2021.

**FISCAL IMPACT:**

This contract is funded 100% by Mental Health Realignment. (No Rate increase)

**BACKGROUND:**

On October 22, 2019, the Board of Supervisors approved Contract #74-433-11, with Michael Levin, M.D. for the provision of outpatient psychiatric services, including: diagnosing, counseling, evaluating, medical and therapeutic treatment, consulting, training to other clinical staff, and expert testimony in LPS conservatorship trials, for the period from January 1, 2020 through December 31, 2020.

Approval of Contract #74-433-12 will allow the Contractor to continue providing outpatient psychiatric services at the Central County Adult Mental Health Clinic including the provision of expert psychiatric testimony in LPS conservatorship trials, through December 31, 2021.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**
 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: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: A Floyd, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to the contractor's outpatient psychiatric, or LPS conservatorship services.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Alison McKee, Interim County Librarian  
Date: January 5, 2021

Subject: Baker & Taylor Purchase Order for Book Rentals

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Interim County Librarian, a purchase order with Baker & Taylor in an amount not to exceed \$352,798 for book rental for the Contra Costa County Library, for the period January 1 through December 31, 2021.

**FISCAL IMPACT:**

100% Library Fund

**BACKGROUND:**

Contra Costa County Library builds and maintains collections for the County’s residents. In order to meet the high demand of current materials, the library is sometimes forced to purchase additional copies to supplement the long demand list. When popularity wanes, the library is faced with the challenge and expense of storing the excess titles. The Baker & Taylor book rental program provides libraries with an efficient and economical method for maintaining an inventory of the most current, high demand, hardcover titles. Renting library materials will allow the library access to additional copies of popular titles for overall

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- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Walt Beveridge  
925-608-7730

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

patron satisfaction without a negative storage impact. The rented materials will have the same level of processing and branding that library patrons have learned to recognize as Contra Costa County Library materials.

CONSEQUENCE OF NEGATIVE ACTION:

If the Purchase Order is not approved, the Contra Costa County Library will not efficiently and economically meet the high patron demand of current materials.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: January 5, 2021

Subject: Contract with Cardno, Inc., to prepare an Environmental Impact Report for the Phillips 66 Rodeo Renewed Project

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with Cardno Inc. in an amount not to exceed \$343,879 for the preparation of an Environmental Impact Report for the Phillips 66 Rodeo Renewed Project located in the Phillips 66 refinery in the Rodeo area, for the period of January 6, 2021 through July 5, 2022. (County File# LP20-2040)

**FISCAL IMPACT:**

There will be no impact to the General Fund. The contract is 100% funded by the applicant.

**BACKGROUND:**

On August 13, 2020, an application for a Land Use Permit (County File# LP20-2040) was submitted by Phillips 66 to the Department of Conservation and Development (DCD) to implement the Rodeo Renewed Project, which would convert the refinery in Rodeo, California from one that processes petroleum feedstocks to one that processes renewable feedstocks. The DCD is the "Lead Agency" under the California Environmental Quality Act (CEQA) for the environmental review of the proposed project.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the proposed contract is not approved, Cardno Inc. will not be able to prepare the Environmental Impact Report.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Gary Kupp, (925)  
674-7799

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable. This action does not affect services provided for children in the County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 5, 2021

Subject: APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Counsel, or designee, to execute on behalf of the County, a contract with Baker & O'Brien, Inc., in an amount not to exceed \$700,000 to provide refining industry analyses in connection with refinery property tax appeals, for the period from January 1, 2021 through December 31, 2021.

**FISCAL IMPACT:**

100% General Fund. The cost of this contract will be partially offset by revenue generated by Property Tax Administration Charges.

**BACKGROUND:**

Baker & O'Brien, Inc. is a consultant for refinery industry analyses and provides the County with specialized consulting services with respect to the refining industry and refineries in defending actual and anticipated assessment appeals, which challenge the valuations of the taxable property of refineries in Contra Costa County. These appeals typically place several billion dollars of valuation in issue. Assistance is required because valuations of refineries are highly technical, requiring specialized knowledge that only industry experts have. The Assessor concurs with and supports this recommendation.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Kathleen S. Kizer, Deputy County Counsel, 925-655-2200

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: David Twa, County Administrator, Robert Campbell, Auditor-Controller, Peter Yu, Assessor's Office

CONSEQUENCE OF NEGATIVE ACTION:

If the contract is not approved, there is a greatly increased possibility of very significant but presently unquantifiable impacts due to adverse decisions by the Assessment Appeals Board on large refinery valuation disputes.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #27-662-9 with Yaron Friedman, M.D., Inc.

---

**RECOMMENDATION(S):**

APPROVE AND AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County Contract #27-662-9 with Yaron Friedman, M.D, Inc., a corporation, in an amount not to exceed \$3,000,000, to provide obstetrics and gynecology (OB-GYN) services for Contra Costa Health Plan (CCHP) members, for the period from January 1, 2021 through December 31, 2023.

**FISCAL IMPACT:**

This contract is funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

On December 11, 2018, the Board of Supervisors approved Contract #27-662-8, with Yaron Friedman, M.D., Inc., to provide OB-GYN services for CCHP members, for the period from January 1, 2019 through December 31, 2020.

Approval of Contract

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**
 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: January 5, 2021

Contact: Sharron Mackey,  
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

#27-662-9 will allow Contractor to continue providing OB-GYN services through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: January 5, 2021

Subject: AT&T Corp.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff – Coroner, or designee, to execute a contract with AT&T Corp., in the amount not to exceed \$335,920 to provide field engineer services to support the Office of the Sheriff's Technical Services Division for period January 1, 2021 through December 31, 2021.

**FISCAL IMPACT:**

100% County General Fund; Budgeted.

**BACKGROUND:**

Network security products were purchased as part of a new Administration building at 1850 Muir Road in Martinez. The security products are partially implemented, mainly wireless guest network connection is established, which was the minimum requirement for building opening. This wireless connection serves Emergency Operations Center housed in the administration building. Sheriff's Office Technical Services needs to acquire knowledge and resource support for full implementation.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the Sheriff's Office network service,

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- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Sandra Brown,  
925-655-0004

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION: (CONT'D)

including the contract agencies, will incur more issues simply due to not being able to button up security measures and maintenance support that will continue to go unmitigated. Issues such as network security compromises – ransomware, malware attacks, server and application failures.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #76-577-7 with Hobbs Investments, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract #76-577-7 with Hobbs Investments, Inc., a corporation, in an amount not to exceed \$375,000, to provide transportation and courier services including pick up, transport, and delivery of laboratory specimens, transmittals, pharmacy medications and other items to and from County utilized facilities, for the period from February 1, 2021 through January 31, 2022.

**FISCAL IMPACT:**

This contract will result in an annual expenditure of up to \$375,000 and will be funded 100% by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

On March 10, 2020, the Board of Supervisors approved Contract #76-577-5 with Hobbs Investments, Inc., for the provision of courier services including transportation of specimens, films, and other products required for health services for patients at Contra Costa Regional Medical Center (CCRMC) and Health Centers through January 31, 2021.

On September 8, 2020, the Board of Supervisors approved Contract

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Jaspreet Benepal,  
925-957-5741

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Alaina Floyd, marcy.wilham

BACKGROUND: (CONT'D)

Amendment Agreement #76-577-6, with Hobbs Investments, Inc., to add additional pick-up sites to the route, with no increase to the payment limit and no change to the original term of the contract.

Approval of Contract #76-577-7 will allow the contractor to continue providing services through January 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County facilities will not have access to the contractor's delivery services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #27-964-3 with Valerie Keim, MFT

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract #27-964-3 with Valerie Keim, MFT, an individual, in an amount not to exceed \$225,000, to provide outpatient psychotherapy services to Contra Costa Health Plan (CCHP) members for the period from January 1, 2021 through December 31, 2023.

**FISCAL IMPACT:**

This contract is funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

On December 11, 2018, the Board of Supervisors approved Contract #27-964-2 with Valerie Keim, MFT, in the amount of \$150,000, to provide outpatient psychotherapy services for CCHP members for the period January 1, 2019 through December 31, 2020.

Approval of Contract #27-964-3 will allow the contractor to continue providing outpatient psychotherapy services to CCHP members through December 31, 2023.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Sharron Mackey,  
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services will not be provided to CCHP members.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #27-827-5 with Thomas J. Mampalam, M.D., A Professional Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract #27-827-5 with Thomas J. Mampalam, M.D., A Professional Corporation, in an amount not to exceed \$210,000, to provide neurosurgery services for Contra Costa Health Plan (CCHP) members, for the period January 1, 2021 through December 31, 2023.

**FISCAL IMPACT:**

This contract is funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

On December 18, 2018, the Board of Supervisors approved Contract #27-827-4 with Thomas J. Mampalam, M.D., A Professional Corporation, in the amount of \$200,000, to provide neurosurgery services for CCHP members, for the period January 1, 2019 through December 31, 2020.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Sharron Mackey,  
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #27-827-5 will allow the contractor to continue providing neurosurgery services for CCHP members through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #27-963-4 with Insite Digestive Health Care

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract #27-963-4 with Insite Digestive Health Care, a general partnership, in an amount not to exceed \$600,000 to provide gastroenterology and anesthesia services for Contra Costa Health Plan (CCHP) members, for the period January 1, 2021 through December 31, 2023.

**FISCAL IMPACT:**

Approval of this contract will result in contractual expenditures of up to \$600,000 and is 100% funded by the CCHP Enterprise Fund II budget.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

On December 18, 2018, the Board of Supervisors approved Contract #27-963-2 with Insite Digestive Health Care, in the amount of \$600,000 to provide gastroenterology services for CCHP members, for the period from January 1, 2019 through December 31, 2020.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Sharron Mackey,  
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

On February 4, 2020, the Board of Supervisors approved Contract Amendment Agreement #27-963-3 to include anesthesia services for CCHP members with no change in the payment limit of \$600,000 or term of through January 1, 2019 through December 31, 2020.

Approval of Contract #27-963-4 will allow the contractor to continue providing gastroenterology and anesthesia services for CCHP members through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services will not be provided to CCHP members.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #74-525-7 with Center for Psychotherapy

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract #74-525-7 with Center for Psychotherapy, a non-profit corporation, in an amount not to exceed \$344,740, to provide mental health, case management and crisis intervention services for Seriously Emotionally Disturbed (SED) adolescents and latency-aged children, for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$344,740.

**FISCAL IMPACT:**

This contract is will result in contractual expenditures of \$344,740 over a 6-month period and is budgeted by 50% Federal Medi-Cal and 50% Mental Health Realignment revenues. (Rate increase)

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano, PhD.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: E Suisala , M Wilhelm

## BACKGROUND:

This contract meets the social needs of the County's population by providing mental health services for SED adolescents and latency-aged children. Goals for program participants include reduction of disruptive behavior, keeping children with biological/adoptive parents, or in the case of foster children, reducing the need for multiple changes in placement and/or placement in residential treatment. Additional goals include stabilization in school settings and academic success.

On July 23, 2019, the Board of Supervisors approved contract #74-525-3 with Center for Psychotherapy for the provision of mental health services, case management and crisis intervention for SED adolescents and latency-aged children, for the period from July 1, 2019 through June 30, 2020, which included a six-month extension through December 31, 2020.

On March 10, 2020, the Board of Supervisors approved Amendment #74-525-4 with Center for Psychotherapy, to increase the payment limit by \$16,870 to a new total payment limit of \$649,480 and to increase the six month extension by \$25,304 to a new payment limit of \$341,609 with no change in the term.

On April 28, 2020, the Board of Supervisors approved Amendment Agreement #74-525-5 to increase rates due to Covid-19 with no change to the payment limit or term. On July 28, 2020, the Board of Supervisors approved Amendment Agreement #74-525-6 increase rates due to Covid-19 with no change to the payment limit or term.

Approval of Contract #74-525-7 allows the contractor to continue providing services through June 30, 2021.

## CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED adolescents and latency-aged children will not receive mental health services.

## CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Deborah R. Cooper, Clerk-Recorder  
Date: January 5, 2021

Subject: Three Year Contract Extension with SOE Software

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute a contract amendment with SOE Software Corporation (dba Scytl), to extend the term from December 31, 2020 through December 31, 2023 and increase the payment limit by \$200,000 to a new payment limit of \$590,000, for web hosting and election night reporting.

**FISCAL IMPACT:**

The cost of this contract is included in the 2020-21 budget. The cost is 100% County General Fund.

**BACKGROUND:**

The SOE Clarity Suite software is an information management system, which allows non-technical staff to manage the presentation of information to the public via a web site so that educational and instructional materials, calendars, press releases, links, maps, and other media can be quickly and timely disseminated. The package includes the set-up of searchable data bases and provides a secure look-up environment. Additionally, the web format meets the web accessible interface standard, is compliant with federal accessibility guidelines and with the World Wide Web Consortia recommendations. This company was the sole source responding to the initial request for proposal (RFP). Annual Software Assurance and Support is required and includes the hosting of the data on a secure web site with mirrored backup servers, ready to be

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Scott O. Konopasek,  
925-335-7808

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

brought on line in case the site servers go down. The switch over to the back-up servers would be transparent to the public accessing the site.

On September 1, 2015, the County entered into an agreement with SOE Software Corp. to provide web hosting for Clerk-Recorder-Elections functions, including election information, look-up tools, mobile device support, and election night reporting. The contract was previously extended through December 31, 2020. Approval of this amendment will allow SOE Software Corp, to continue to provide these services through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

The Elections and Clerk-Recorder Divisions would no longer be able to use the custom-designed web site and software, including the election night reporting software and searchable databases. Elections and Clerk-Recorder information would not be available to the public via the web. Members of the public and press would need to revert back to calling the Elections Office for results information on Election night and polling place look-up and vote by mail ballot status look-up would not be available to voters on-line.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #27-826-5 with Diablo Valley Perinatal Associates, Inc.

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**RECOMMENDATION(S):**

APPROVE AND AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-826-5 with Diablo Valley Perinatal Associates, Inc., a corporation, in an amount not to exceed \$1,000,000, to provide perinatology services to Contra Costa Health Plan (CCHP) members for the period from January 1, 2021 through December 31, 2022.

**FISCAL IMPACT:**

This contract will result in expenditures of up to \$1,000,000 over a two year period and will be funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contract will provide perinatology (high risk OB) medical services for CCHP members.

On December 11, 2018, the Board of Supervisors approved Contract #27-826-4 with Diablo Valley Perinatal Associates, Inc., in the amount of \$1,000,000, to provide perinatology services to CCHP Members for the period

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Sharron Mackey,  
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

from January 1, 2019 through December 31, 2020.

Approval of Contract #27-826-5 will allow the contractor to continue to provide perinatology services to CCHP members through December 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services will not be provided.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #74-517-8 with Child Therapy Institute of Marin

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-517-8 with Child Therapy Institute of Marin, a non-profit corporation, in an amount not to exceed \$419,871, to provide mental health services for Seriously Emotionally Disturbed (SED) children in East and West Contra Costa County, for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$419,871.

**FISCAL IMPACT:**

This contract will be funded by 50% Federal Medi-Cal and 50% Mental Health Realignment revenues. (No rate increase)

**BACKGROUND:**

This contract meets the social needs of County's population by providing mental health services to adolescents with emotional and behavioral problems to improve school performance, reduce unsafe behavioral practices, and reduce the need for out-of-home placements.

On July 23, 2019 the Board of Supervisors approved Novation Contract #74-517-4 with Child Therapy Institute of Marin, for the provision

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M wilhelm

BACKGROUND: (CONT'D)

of mental health services for SED children in East and West Contra Costa County for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020.

On March 10, 2020, the Board of Supervisors approved Amendment Agreement #74-517-5 to increase the payment limit by \$21,812 to a new payment limit of \$839,742 with no change to the term.

On April 28, 2020, the Board of Supervisors approved Amendment Agreement #74-517-6 to increase rates due to Covid-19 with no change to the payment limit of \$839,742 or term. On July 28, 2020, the Board of Supervisors approved Amendment Agreement #74-517-7 increase rates due to Covid-19 with no change to the payment limit of \$839,742 or term.

Approval of Contract #74-517-8 will allow the contractor to continue to provide mental health services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children and adolescents will not have access to mental health services provided by this contractor.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #74-513-7 with Portia Bell Hume Behavioral Health and Training Center

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract #74-513-7 with Portia Bell Hume Behavioral Health and Training Center, a non-profit corporation, in an amount not to exceed \$1,745,199, to provide mental health services, including case management and crisis intervention to adults diagnosed with Severe and Persistent Mental Illness (SPMI) in Contra Costa County for the period January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$1,745,199.

**FISCAL IMPACT:**

This contract will result in expenditures of up to \$1,745,199 and are budgeted in the current fiscal year by 43% Federal Medi-Cal (\$750,436) and 57% Mental Health Realignment (\$994,763) revenues.

**BACKGROUND:**

This contract meets the social needs of the County's population by providing Mental Health Services Act Community Services and Support Program, including outpatient mental health services, case management, crisis intervention, and other mental health services to eligible

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/05/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

adult clients in Contra Costa County.

On September 24, 2019, the Board of Supervisors approved Novation Contract #74-513-4 with Portia Bell Hume Behavioral Health and Training Center, for the provision of mental health services to SPMI adults for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020.

On April 28, 2020, the Board of Supervisors approved Amendment Agreement #74-513-5 to increase rates due to Covid-19 with no change to the payment limit of \$3,490,399 or term. On July 28, 2020, the Board of Supervisors approved Amendment Agreement #74-513-6 to increase rates due to Covid-19 with no change to the Payment Limit of \$3,490,399 or term.

Approval of Contract #74-513-7 will allow the contractor to continue to provide mental health services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's SPMI clients will not receive specialty mental health services from this contractor.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #24-705-69 with We Care Services for Children

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-705-69 with We Care Services for Children, a non-profit corporation, in an amount not to exceed \$1,049,589, to provide mental health services for high risk, delayed or Seriously Emotionally Disturbed children (SED) in Central Contra Costa County for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$1,049,589.

**FISCAL IMPACT:**

This contract will result in contractual expenditures of up to \$1,049,589 for a 6-month period and is budgeted by 50% Federal Medi-Cal and 50% Mental Health Realignment revenues.

**BACKGROUND:**

On July 23, 2019 the Board of Supervisors approved Novation Contract #24-705-64 with We Care Services for Children for the provision of wrap-around mental health services for high risk, delayed or SED children in Central Contra Costa County for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

31, 2020.

On January 14, 2020, the Board of Supervisors approved Amendment Agreement #24-705-65 to increase the payment limit by \$100,000 to a new payment limit of \$2,044,65 with no change to the term. On March 10, 2020, the Board of Supervisors approved Amendment Agreement #24-705-66 to increase the payment limit by \$54,524 to a new payment limit of \$2,099,178 with no change to the term. On April 28, 2020, the Board of Supervisors approved Amendment Agreement #24-705-67 to increase rates due to Covid-19 with no change to the payment limit of \$2,099,178 or term. On July 28, 2020, the Board of Supervisors approved Amendment Agreement #24-705-68 to increase rates due to Covid-19 with no change to the payment limit of \$2,099,178 or term.

Approval of Contract #24-705-69 will allow the contractor to continue providing services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, high risk, delayed or SED children in Central Contra Costa County will have reduced access to mental health services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready for and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #24-707-63 with Contra Costa ARC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-707-63 with Contra Costa ARC, a non-profit corporation, in an amount not to exceed \$1,147,514, to provide wrap-around services including community-based mental health treatment, case management and crisis intervention for children who are Seriously Emotionally Disturbed (SED) in East Contra Costa County for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$1,147,514.

**FISCAL IMPACT:**

This contract will result in expenditures of up to \$1,147,514 over a 6-month period and will be funded 50% by Federal Medi-Cal and 50% by Mental Health Realignment revenues.

**BACKGROUND:**

This contract meets the social needs of County's population by providing mental health services for preschoolers with measurable delays in interpersonal, social/emotional, language and cognitive development, and for

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

**BACKGROUND: (CONT'D)**

children who are at risk for such delays, including abused, developmentally delayed, SED and environmentally deprived children who do not meet the criteria for any categorical funding source for services.

On July 23, 2019, the Board of Supervisors approved Novation Contract #24-707-59 with Contra Costa ARC, for the provision of wrap-around and mental health treatment services for SED children and their families in East Contra Costa County for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020.

On March 10, 2020, the Board of Supervisors approved Amendment Agreement #24-707-60 to increase the payment limit by \$59,612 to a new payment limit of \$2,295,028 with no change to the term. On April 28, 2020, the Board of Supervisors approved Amendment Agreement #24-707-61 to increase rates due to Covid-19 with no change to the payment limit of \$2,295,028 or term. On July 28, 2020, the Board of Supervisors approved Amendment Agreement #24-707-62 increase rates due to Covid-19 with no change to the payment limit of \$2,295,028 or term.

Approval of Contract #24-707-63 will allow the contractor to continue providing services through June 30, 2021.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, severely emotionally disturbed children within East Contra Costa County will have reduced access to mental health services as the County solicits and engages an alternative Contractor.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Children Ready for and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #27-633-18 with PerformRX, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract #27-633-18 containing mutual indemnification, with PerformRx, LLC, a limited liability company, in an amount not to exceed \$119,000,000, to provide pharmacy administration services for Contra Costa Health Plan (CCHP), for the period from January 1, 2021 through December 31, 2021.

**FISCAL IMPACT:**

This contract will result in annual contractual expenditures of up to \$119,000,000 and is budgeted with 100% CCHP Enterprise Fund II revenues.

**BACKGROUND:**

Both the State Department of Health Services and the Federal Centers for Medicare and Medicaid Services (CMS) require a Pharmacy Benefits Manager that can develop, maintain, and manage a large pharmacy network and monitor the correct dispensing of drug benefits, co-pays under multiple group product lines adhering to the required Health Plan Formulary and Health Plan Prior authorization protocol.

On July 30, 2019, the Board of Supervisors approved Contract #27-633-17 with PerformRx, LLC, to provide

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Sharron Mackey,  
925-313-6104

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

pharmacy administration services for CCHP members, including drug utilization review and management, prior authorization procedures, account management, member pharmacy call center, analysis and reporting services, and developing partnerships with prescribers and pharmacies, for the period from August 1, 2019 through December 31, 2020.

Approval of Contract #27-633-18 will allow the Contractor to continue providing services through December 31, 2021. This contract includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, contractor will not provide pharmacy administration services to the Contra Costa Health Plan Division of the Health Services Department.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #24-927-30 with Community Health for Asian Americans

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-927-26 with Community Health for Asian Americans, a non-profit corporation, in an amount not to exceed \$907,061, to provide mental health services including wraparound and outpatient treatment to children in West County for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$907,061.

**FISCAL IMPACT:**

This contract will result in contractual expenditures of up to \$907,061 over a 6-month period and is budgeted with 50% Federal Medi-Cal and 50% Mental Health Realignment revenues.

**BACKGROUND:**

This contract meets the social needs of the County's population by providing school and community based mental health services, including: assessments, individual, group and family therapy; medication support, case management, outreach, and crisis intervention services, to an underserved Asian population and will result in greater home, community, and school success.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On July 23, 2019, the Board of Supervisors approved Novation Contract #24-927-26 with Community Health for Asian Americans for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020, for the provision of school and community based mental health services.

On March 10, 2020, the Board of Supervisors approved Amendment Agreement #24-927-27 to increase the payment limit by \$45,980 to a new payment limit of \$1,770,213 with no change to the term. On April 28, 2020, the Board of Supervisors approved Amendment Agreement #24-927-28 to increase rates due to Covid-19 with no change to the payment limit or term. On July 28, 2020, the Board of Supervisors approved Amendment Agreement #24-927-29 to increase rates due to Covid-19 with no change to the payment limit or term.

Approval of Contract #24-927-30 will allow the contractor to continue providing services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Asian American and other ethnic groups receiving services in West County through this contractor would have reduced access to mental health services in school, drug court and clinic settings.

CHILDREN'S IMPACT STATEMENT:

This Early and Periodic Screening Diagnostic and Treatment Program supports the following Board of Supervisors' community outcomes: "Children Ready for and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS) and a decrease in juvenile offender recidivism as measured by probation database information.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #74-452-10 with La Clinica De La Raza, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-452-10 with La Clinica De La Raza, Inc., a non-profit corporation, in an amount not to exceed \$677,688, to provide mental health services for Seriously Emotionally Disturbed (SED) minority children in East Contra Costa County for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$677,688.

**FISCAL IMPACT:**

This contract will result in contractual expenditures of up to \$677,688 for a 6-month period and is budgeted with 50% Federal Medi-Cal and 50% Mental Health Realignment revenues.

**BACKGROUND:**

This contract meets the social needs of the County’s population by providing community-based mental health services focusing on minority, SED children which will result in greater home, community and school success.

On July 23, 2019, the Board of Supervisors approved Novation Contract #74-452-7 with

- 
- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

La Clinica De La Raza, Inc., for the provision of community-based mental health services including case management and crisis intervention services for SED minority children in East Contra Costa County, for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020.

On March 10, 2020, the Board of Supervisors approved Amendment Agreement #74-452-8 to increase the payment limit by \$11,758 to a new payment limit of \$452,688 with no change to the term. On July 14, 2020, the Board of Supervisors approved Amendment Agreement #74-452-9 to increase the payment limit by \$125,000 to a new payment limit of \$577,688 with no change to the term.

Approval of Contract #74-452-10 will allow the contractor to continue providing services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer mental health services available for minority SED children in East Contra Costa County as the County solicits and engages an alternative contractor.

CHILDREN'S IMPACT STATEMENT:

This EPSDT program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #74-301-12 with Desarrollo Familiar, Inc. (dba Familias Unidas)

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-301-12 with Desarrollo Familiar, Inc. (dba Familias Unidas), a non-profit corporation, in an amount not to exceed \$136,084, to provide a full range of community based and mental health services under the Mental Health Services Act (MHSA) Community Services and Supports Program for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$136,084.

**FISCAL IMPACT:**

This contract will result in contractual expenditures of up to \$136,084 over a 6-month period and is budgeted with 17% Federal Medi-Cal (\$23,134) and 83% by Mental Health Services Act (Prop 63) (\$112,950).

**BACKGROUND:**

This contract meets the social needs of the County's population by providing a full-service partnership for the MHSA Community Services and Supports Program, including providing community-based services, personal services coordination, medication support, crisis intervention, and other mental health services to eligible adult clients in Contra Costa County.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano Ph.D,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On July 9, 2019, the Board of Supervisors approved Contract #74-301-11 with Desarrollo Familiar, Inc. for the provision of full-service partner essential mental health support and services to mentally ill adults for the period from July 1, 2019 through June 30, 2020.

Approval of Contract #74-301-12 will allow the contractor to continue providing services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer services provided to eligible adult clients in Contra Costa County through the MHSA Community Services and Support Program, resulting in an adverse effect on the community.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: January 5, 2021

Subject: RATIFY AMENDMENT OF AN EMERGENCY BLANKET PURCHASE ORDER IN RESPONSE TO THE COVID-19 PANDEMIC

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**RECOMMENDATION(S):**

RATIFY amendment of an emergency blanket purchase order authorized by the County Administrator originally issued in the amount of \$20,000,000 to secure critical services and supplies necessary to respond to the COVID-19 pandemic in Contra Costa County by increasing the payment limit by \$5,000,000 and extending the term through June 30, 2021

**FISCAL IMPACT:**

Additional \$5,000,000, up to \$25,000,000. 100% General Fund. A portion of this amount may end up being reimbursable by state or federal government disaster reimbursement programs.

**BACKGROUND:**

The County Administrator, in the capacity of Administrator of Emergency Services (County Code Section 42-2.602) issued an emergency blanket purchase order in the amount of \$20 million on Friday, March 20, 2020 for the procurement of services and supplies necessary to facilitate the COVID-19 response within the County. This emergency procurement is authorized as part of the County Administrator's emergency powers outlined in County Code Section 42-2.808(c), among other authorities. The issuance of this emergency blanket purchase order expedites the acquisition

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- APPROVE  OTHER
  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Timothy Ewell, (925) 655-2043

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

of goods and services for faster deployment to the field. To track these costs, three cost centers have been operationalized to track County costs related to the emergency response; one in the Hospital Enterprise Fund I for Health Services department related costs and two in the General Fund: one to track non-Enterprise Fund Health Services Department costs and one to track all other County departments. As purchases are made, suppliers have been provided requisition requests together with documentation establishing the requisition is being made under the blanket purchase order, to ensure the terms of the blanket purchase order apply to each purchase. The Board of Supervisors ratified issuance of the emergency blanket purchase order on March 31, 2020.

When practicable, services necessary to respond to this emergency have been and will continue to be procured using existing or new services contracts. In emergency and time-sensitive situations, services can be purchased under the blanket purchase order and charged against the above emergency blanket purchase order authorization.

Today's action requests the Board of Supervisors ratify an increase of \$5,000,000 to the emergency action of the County Administrator to issue an emergency blanket purchase order for COVID-19 response activities within the County for a new total of \$25,000,000 and extending the purchase order through the end of the fiscal year (June 30, 2021). The County Administrator amended the emergency purchase order on December 22, 2020 to ensure no interruptions to procurement during the current surge in COVID-19 cases.

CONSEQUENCE OF NEGATIVE ACTION:

The emergency blanket purchase order as originally approved in March 2020 will be exhausted. This will result in department needing to originate individual purchase orders for supplies and materials not covered by an existing purchase order resulting in more time to take delivery on those items.



**Contra  
Costa  
County**

To: Board of Supervisors  
 From: Ann Elliott, Interim Human Resources Director  
 Date: January 5, 2021

Subject: Contract Extension of ASA with Magellan Healthcare, Inc. to provide County Employees access to the Employee Assistance Program

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Human Resources Director, or designee, to execute a contract amendment with Magellan Healthcare, Inc., including modified indemnification language, to extend the term from February 1, 2021 through January 31, 2022, and increase the payment limit by \$134,000 to a new payment limit of \$564,000.

**FISCAL IMPACT:**

The administration costs for the Employee Assistance Program are fully funded through the Worker's Compensation Internal Service Fund.

**BACKGROUND:**

Magellan is the County's current Employee Assistance Program (EAP) provider and is licensed to provide such services in accordance with the Knox-Keene Act. Under the contract extension, Magellan's competitive pricing is locked in for an additional two years.

As the County's EAP provider, Magellan provides mental health services such as counseling and therapy to employees and their families. The company has 48 years of industry experience and long-term, stable subcontract relationships with Work/Life and Legal service providers.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Ann Elliot  
 925-655-2176

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Magellan provides 24/7 personal telephonic consultation services and up to six counseling or therapy sessions per problem for employees and their families. Calls to its 800 number are answered live by master's-level EAP clinicians. Additional services included under the Agreement include: 1) Work/Life Services which include assessment and referral for services such as child care, elder care, and adoption services in addition to personal convenience services such as home or auto repair and pet care; 2) Legal and Financial Consultation Services, including a free initial consultation and discounts on participating legal or financial providers; 3) Management Consultation for employee referrals to EAP; Critical Incident Stress Management services; 5) Wellness seminars and training specifically to assist supervisors in utilizing the EAP; and 6) Full access to the Magellan website which include Computerized Cognitive Behavioral Therapy modules, interactive self-improvement programs and self-assessment tools, health and fitness tools, and other employee resources.

CONSEQUENCE OF NEGATIVE ACTION:

If this extension is not approved, the County will be unable to offer the Employee Assistance Program and employees will not have access to the services provided by Magellan Healthcare, Inc.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Purchase Order with Reliance Wholesale, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Reliance Wholesale, Inc., in the amount of \$250,000 for IV and Pharmaceutical drugs and supplies to be used at the Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period January 1, 2021 through December 31, 2021.

**FISCAL IMPACT:**

This purchase order will result in annual medical supplies expenditures of up to \$250,000 and will be 100% funded by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

Reliance Wholesale, Inc., is a pharmaceutical company that provides the CCRMC and Health Centers with medications and pharmaceutical products unavailable through the contracted wholesaler Cardinal or the direct manufacturer of these products. Drug shortages have been intensified in past nine months in face of a worldwide pandemic, creating yet a new level of challenge in the healthcare. This is particularly important as this shortage affected the most vulnerable patient

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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

ATTESTED: January 5, 2021

Contact: Jaspreet Benepal,  
925-370-5101

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Irene Segovia

BACKGROUND: (CONT'D)

population affected by Covid-19 in the most critical environments of the hospital being ICU and emergency care settings with a specific “types” critical medications not being immediately available nationwide. Drug shortages adversely affect patient care by causing substitution of safe and effective therapies with alternative treatments; compromising or delaying medical procedures; or causing medication errors. Drug shortages also significantly burden health care provider and health care facility finances and personnel.

At CCRMC, when clinically proven, the Pharmacy Department substitutes the shorted item with compatible alternatives. However when this is not doable or clinically indicated and in order to optimize the standard of care we must obtain the product through reputable resources such as Reliance.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, we will not be able to take care of our patient population at the Contra Costa Regional Medical Center and Health Centers.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #74-315-20 with Community Options for Families and Youth, Incorporated

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-315-20 with Community Options for Families and Youth, Incorporated, a non-profit corporation, in an amount not to exceed \$736,749, to provide Therapeutic Behavioral Services (TBS) and outpatient mental health services to Seriously Emotionally Disturbed (SED) children and youth, and their families, for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021 in an amount not to exceed \$736,749.

**FISCAL IMPACT:**

This contract will result in contractual expenditures of up to \$736,749 for a 6-month period and is budgeted with 50% Federal Medi-Cal and 50% Mental Health Realignment revenues.

**BACKGROUND:**

The contract meets the social needs of the County by providing Therapeutic Behavioral Services (TBS) to seriously emotionally disturbed (SED) children who have been discharged from a hospital or have failed in other placements.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

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ATTESTED: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

**BACKGROUND: (CONT'D)**

The contractor shall also provide a Multisystemic Behavioral and Functional Family Therapy program for adolescents who are discharged from Juvenile Hall and the Orin Allen Youth Rehabilitation Facility.

On September 10, 2019, the Board of Supervisors approved Novation Contract #74-315-16 with Community Options for Families and Youth, Incorporated to provide TBS, Multisystemic Behavioral Therapy and Counseling Enriched Classroom (CEC) school-based services, for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020.

On March 10, 2020, the Board of Supervisors approved Amendment Agreement #74-315-17 to increase the payment limit by \$38,272 to a new payment limit of \$1,473,498 with no change to the term. On April 28, 2020, the Board of Supervisors approved Amendment Agreement #74-315-18 to increase rates due to Covid-19 with no change to the payment limit or term. On July 28, 2020, the Board of Supervisors approved Amendment Agreement #74-315-19 increase rates due to Covid-19 with no change to the payment limit or term.

Approval of Contract #74-315-20 will allow the contractor to continue providing services, through June 30, 2021.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, SED children and youth involved in the juvenile justice system will not have access to the contractor's mental health services which may result in a reduction of services and placement in higher levels of care.

**CHILDREN'S IMPACT STATEMENT:**

This TBS program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Purchase Order with Sanofi Pasteur, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Sanofi Pasteur, Inc., in an amount not to exceed \$375,000 for the purchase of vaccines and injectable medications at the Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from January 1, 2021 through December 31, 2021.

**FISCAL IMPACT:**

This purchase order will result in an annual expenditure of up to \$375,00 and will be 100% funded by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

Sanofi Pasteur, Inc. furnishes pharmaceuticals for patient care provided in the hospital and the clinics. Immune globulin intravenous (IGIV) is a sterilized solution made from human plasma. It contains the antibodies to help the body protect itself against infection from various diseases. IGIV is used to treat primary immunodeficiency, and to reduce the risk of infection in individuals with poorly functioning immune systems. IGIV is also used to increase platelets (blood clotting cells) in people with idiopathic thrombocytopenic purpura (ITP) and to prevent aneurysm caused by a weakening of the main artery in the heart associated with Kawasaki syndrome and many, many critical illnesses.

These vaccines and other injectable medications are essential in patient care and we have been purchasing

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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ATTESTED: January 5, 2021

Contact: Jaspreet Benepal,  
925-370-5101

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Irene Segovia, Marcy Wilhelm

vaccines and other injectable medications from Sanofi Pasteur since 2007

BACKGROUND: (CONT'D)

. The majority of our vaccines are purchased from Sanofi. Sanofi is the maker of critical injectables for the hospital settings anywhere from different types of Insulins for Type I and Type II diabetic patient population to vaccines to different immune globulin formulations. None of the above formulations can be replaced by any other compounds. Long acting insulin glargine is number one insulin used at CCRMC in our diabetic population admitted to the hospital and lives would be at risk should this medication not be available. At CCRMC these patients present to the hospital setting as well as the infusion clinic to receive the IVIG. These are life-saving medications for patients in need.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, the County will not be able to provide needed vaccines and other pharmaceutical products to its patient population at CCRMC and Health Centers.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Purchase Order with ASD Specialty Healthcare, LLC

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute a purchase order with ASD Specialty Healthcare, LLC., in an amount not to exceed \$295,000 for the purchase of Remdesivir medication for treatment of COVID-19 patients, for the period from January 1, 2021 through December 31, 2021.

**FISCAL IMPACT:**

This purchase order will result in an annual expenditure of up to \$295,000 and will be 100% funded by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

Contra Costa Regional Medical Center (CCRMC) Pharmacy Department has been purchasing Remdesivir for the treatment of COVID-19 patients at CCRMC from ASD Healthcare. ASD Healthcare is the only Federal Government authorized distributor. Remdesivir prevents the virus from producing a particular enzyme that is necessary for the virus to replicate itself. Once this happens, the virus is no longer able to spread within the body. Research shows that when patients with moderate COVID-19 receive remdesivir, their symptoms improve more quickly. The drug has also been shown to shorten the duration of patient hospital stays. Among severely ill COVID-19 patients, remdesivir

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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ATTESTED: January 5, 2021

Contact: Jaspreet Benepal,  
925-370-5101

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Irene Segovia, Marcy Wilhelm

BACKGROUND: (CONT'D)

has been associated with fewer deaths.

Only hospitalized COVID-19 patients may be treated with remdesivir, whether they have mild, moderate or severe disease.

ASD by the FDA ruling is the sole source for providing remdesivir. Wholesalers do not carry this medication by the FDA's decision at this time.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCRMC use Remdesivir to treat COVID-19 patients causing a negative impact in the health of patients.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Purchase Order with Vigilanz Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to execute (1) a purchase order with VigiLanz Corporation, in the amount not to exceed \$400,990 for the renewal of Dynamic Monitoring Suite software maintenance, support and hosting for the period January 1, 2021 through December 31, 2025 and (2) a Software as a Service (SaaS) License Agreement for the term of January 1, 2021 through December 31, 2025.

**FISCAL IMPACT:**

Approval will result in total expenditures of up to \$400,990 over a five year period and will be 100% funded by the Hospital Enterprise Fund I.

**BACKGROUND:**

VigiLanz Dynamic Monitoring Suite is a complete real-time decision support and care management solution for our clinical pharmacies. VigiLanz helps clinical pharmacists conduct more thorough medication real-time oversight to identify, anticipate and prevent Adverse Drug Events (ADEs). VigiLanz provides the solution through a software as a service (SaaS) arrangement and hosts the software and data. VigiLanz has been an invaluable and critical tool for over a decade in meeting California Department of Public Health (CDPH), Centers for Medicare and Medicaid Services (CMS) and the Joint Commission (JC) requirements pertaining to medication management compliance as well as enabling us to be fully in compliance with Antimicrobial Stewardship Program laws.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Jaspreet Benepal,  
925-370-5101

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Irene Segovia, Marcy Wilhelm



CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, clinical pharmacists will not have access to medication support tools provided by the VigiLanz Dynamic Monitoring Suite to ensure compliance with CDPH, CMS and JC requirements.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #74-317-20 with Alternative Family Services, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract #74-317-20 with Alternative Family Services, Inc., a non-profit corporation, in an amount not to exceed \$653,267, to provide Multidimensional Treatment Foster Care (MTFC) services to Seriously Emotionally Disturbed (SED) youth and their families for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$653,267.

**FISCAL IMPACT:**

This contract is budgeted 50% by Federal Medi-Cal and 50% by Mental Health Realignment funding.

**BACKGROUND:**

This contract meets the social needs of County's population in that it provides MTFC services to SED youth who are in foster care or in intensive treatment foster care homes, and their families, including mental health services, medication support, and crisis intervention.

On September 10, 2019, the Board of Supervisors approved Novation Contract #74-317-16 with Alternative Family Services, Inc.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

for the provision of a MTFC program for SED adolescents for the period from July 1, 2019 through June 30, 2020, with a six-month automatic extension through December 31, 2020.

On March 10, 2020, the Board of Supervisors approved Amendment Agreement #74-317-17 to increase the payment limit by \$33,936 to a new Payment Limit of \$1,306,532 with no change to the term. On April 28, 2020, the Board of Supervisors approved Amendment Agreement #74-317-18 to increase rates due to Covid-19 with no change to the Payment Limit or term. On July 28, 2020, the Board of Supervisors approved Amendment Agreement #74-317-19 increase rates due to Covid-19 with no change to the Payment Limit or term.

Approval of Contract #74-317-20 will allow the Contractor to continue providing services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, multidimensional treatment foster care services for SED youth and their families will not be provided.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #74-218-21 with Desarrollo Familiar, Inc. (dba Familias Unidas)

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-218-21 with Desarrollo Familiar, Inc. (dba Familias Unidas), a non-profit corporation, in an amount not to exceed \$204,933, to provide community based mental health services for primarily children and their families in West Contra Costa County, for the period from January 1, 2021 through June 30, 2021. This contract includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$204,933.

**FISCAL IMPACT:**

This contract is budgeted with 50% Federal Medi-Cal and 50% Mental Health Realignment funding.

**BACKGROUND:**

This contract meets the social needs of County’s population by providing community-based mental health services, including assessments; individual, group, and family counseling; case management; and outreach to an underserved Latino population in West Contra Costa County, which will result in greater home, community,

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- APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
- 

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

and school success.

On July 9, 2019, the Board of Supervisors approved Novation Contract #74-218-17 with Desarollo Familiar, Inc. for the provision of community based mental health services for children and their families in West Contra Costa County for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020.

On March 10, 2020, the Board of Supervisors approved Amendment Agreement #74-218-18 to increase the payment limit by \$10,646 to a new payment limit of \$409,866 with no change to the term. On April 28, 2020, the Board of Supervisors approved Amendment Agreement #74-218-19 to increase rates due to Covid-19 with no change to the Payment Limit or term. On July 28, 2020, the Board of Supervisors approved Amendment Agreement #74-218-20 to increase rates due to Covid-19 with no change to the payment limit or term.

Approval of Contract #74-218-21 will allow the Contractor to continue providing services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, children in West Contra Costa County will have reduced access to community-based mental health services and may require higher levels of service.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Interagency Agreement #74-191-17 with West Contra Costa Unified School District

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Interagency Agreement #74-191-17 with West Contra Costa Unified School District, a government agency, in an amount not to exceed \$324,447, to provide wraparound services to Severely Emotionally Disturbed (SED) children in West Contra Costa County, for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$324,447.

**FISCAL IMPACT:**

This agreement will be funded by 49% Federal Medi-Cal (\$158,979), 49% Mental Health Realignment (158,979) and 2% West Contra Costa Unified School District (\$6,489) revenues.

**BACKGROUND:**

This agreement meets the social needs of the County's population by providing child-family team facilitators and other wraparound services to families of SED children; facilitates multi-agency collaborative service delivery; and minimizes the need for crisis services and involvement with the Juvenile Justice System.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On October 22, 2019, the Board of Supervisors approved Novation Contract #74-191-15 with West Contra Costa Unified School District, in the amount of \$631,910 for the provision of wraparound services to SED children in West Contra Costa County for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020.

On March 10, 2020 the Board of Supervisors approved Amendment Agreement #74-191-16 to increase the payment limit by \$16,851 through June 30, 2020. Approval of Interagency Agreement #74-191-17 will allow the contractor to continue providing services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, there will be fewer wraparound services available to families of children with serious emotional and behavioral disturbances in West Contra Costa County, which may result in the need for crisis services and involvement with the juvenile justice system.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Contract #24-928-32 with Fred Finch Youth Center

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-928-32 with Fred Finch Youth Center, a non-profit corporation, in an amount not to exceed \$695,088, to provide school and community based mental health services to adolescent children, including Therapeutic Behavioral Services (TBS), for the period from January 1, 2021 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021 in an amount not to exceed \$695,088.

**FISCAL IMPACT:**

This contract will be funded by 49% Federal Medi-Cal (\$340,593), 49% Mental Health Realignment (\$340,593) and 2% by Mt. Diablo Unified School District (\$13,902).

**BACKGROUND:**

This contract meets the social needs of County's population by providing school and community based mental health services including: assessments, individual, group and family therapy, medication support, case management, outreach, TBS and crisis intervention services for Seriously Emotionally Disturbed (SED) middle and high school aged children and their families.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Suzanne Tavano, Ph.D.,  
925-957-5212

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

## BACKGROUND: (CONT'D)

On September 10, 2019, the Board of Supervisors approved Novation Contract #24-928-28 with Fred Finch Youth Center for the provision of school-based day treatment and mental health services for students in the Mt. Diablo Unified School District for the period from July 1, 2019 through June 30, 2020, which included a six-month automatic extension through December 31, 2020.

On March 10, 2020, the Board of Supervisors approved Amendment Agreement #24-928-29 to increase the payment limit by \$35,575 to a new payment limit of \$1,369,643 with no change to the term. On April 28, 2020, the Board of Supervisors approved Amendment Agreement #24-928-30 to increase rates due to Covid-19 with no change to the payment limit or term. On July 28, 2020, the Board of Supervisors approved Amendment Agreement #24-928-31 to increase rates due to Covid-19 with no change to the payment limit or term.

Approval of Contract #24-928-32 will allow the contractor to continue providing services through June 30, 2021.

## CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children within the Mt. Diablo Unified School District will not receive the school-based day treatment and mental health services that they need and may require higher and more costly levels of treatment.

## CHILDREN'S IMPACT STATEMENT:

The services to be provided by the contractor, supports the following Board of Supervisors' community outcomes; "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Purchase Order with Groupware Technology, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Groupware Technology, Inc. for a Cisco Capital Lease Agreement, with an annual payment not to exceed \$1,232,382 for the five year time period of March 1, 2021 through February 28, 2026, with a total amount not to exceed \$6,161,910, for the lease purchase of network hardware equipment, software, maintenance and support for the data centers at the Concord and Pittsburg sites.

**FISCAL IMPACT:**

This purchase order will result in expenditures of up to \$6,161,910 (inclusive of principal and zero interest) over a five-year period and will be 100% funded by Hospital Enterprise Fund I revenues.

**BACKGROUND:**

Health Services Department is requesting to purchase network hardware and software to maintain network, security, storage, and back up for CCLink electronic health records (EHR) for the data centers at the Concord and Pittsburg sites. The Purchasing Division has arranged a lease purchase contract with Groupware Cisco Capital Lease. The lease for replacement and upgraded hardware is part of the normal system maintenance and on-going Information Technology support requirements.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Patrick Wilson,  
925-335-8700

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm, Alan Ly

CONSEQUENCE OF NEGATIVE ACTION:

Failure to purchase these systems may result in reduced capacity, system failure, or risk of a security breach, which can directly impact the Health Services Epic Electronic Health Record (EHR).



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Amendment #26-657-10 with Amarjit Dosanjh, M.D., a Medical Corporation (dba Muir Plastic Surgery)

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Amendment #26-657-10 with Amarjit Dosanjh, M.D., a Medical Corporation (dba Muir Plastic Surgery), effective January 1, 2021, to amend Contract #26-657-9, to increase the payment limit by \$160,000 from \$2,340,000 to a new payment limit of \$2,500,000, to provide plastic and hand surgery services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers with no change in the term of February 1, 2018 through January 31, 2021.

**FISCAL IMPACT:**

This contract amendment will result in additional contractual expenditures of up to \$160,000 for a one-month period and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

**BACKGROUND:**

On April 24, 2018, the Board of Supervisors approved Contract #26-657-9 with Amarjit Dosanjh, M.D., a Medical Corporation (dba Muir Plastic Surgery), in the amount of \$2,340,000, to provide plastic and hand surgery services including consultation, training, on-call coverage and medical and/or surgical procedures services at CCRMC and Contra Costa Health Centers. for the

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Samir Shah, M.D.,  
925-370-5525

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

period February 1, 2018 through January 31, 2021.

Due to a higher volume of clinic, consultation and surgery services than anticipated at CCRMC, Dr. Dosanjh's contract is being amended to increase the payment limit by \$160,000 to cover the last month of the contract term.

Approval of Contract Amendment Agreement #26-657-10 will allow the contractor to continue providing plastic and hand surgery services through January 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring plastic and hand surgery services at CCRMC and Contra Costa Health Centers will not have access to the contractor's services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 5, 2021

Subject: October 2020 Operations Update of the Employment and Human Services Department, Community Services Bureau

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**RECOMMENDATION(S):**

ACCEPT the October 2020 Operations Update of the Employment and Human Services Department (EHSD), Community Services Bureau (CSB) as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

EHSD submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to insure communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and CSB.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Elaine Burres  
608=4960

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## ATTACHMENTS

CSB Oct 2020 CAO Report

CSB Oct 2020 HS Financials

CSB Oct 2020 EHS Financials

CSB Oct 2020 EHS CC Partnership  
Financials

CSB Oct 2020 CACFP Nutrition Report

CSB Oct 2020 Credit Card Report

CSB Oct 2020 LIHEAP

CSB Oct 2020 Menu



To: David Twa, Contra Costa County Administrator  
From: Kathy Gallagher, EHSD Director  
Subject: Community Services Monthly Report  
Date: October 2020

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### News /Accomplishments

- CSB held a call with Office of Head Start Training and Technical Assistance (T/TA) Specialist, Croshoun Austin, on Thursday, October 29<sup>th</sup>. CSB was given the opportunity to share the many strengths and accomplishments within the various content areas of our program, including Education, Comprehensive Services, Partnerships, Wellness, ERSEA, and Technology. Croshoun was very pleased with what CSB is doing to meet the needs of children, families, and staff, and plans to share some of our strategies with other Grantees. No T/TA needs were identified or recommended.
- CSB held its first virtual Health and Nutrition Services Advisory Committee Meeting; a meeting required by the Head Start Performance Standards. There were many health professionals from county and community based programs in attendance. The agenda included presentations by WIC, Health Services Testing Program, Help Me Grow, Regional Center of the East Bay, Anthem Blue Cross, and Cal State East Bay Nursing Program.
- The Comprehensive Services (CS) Unit is recruiting and encouraging parents who have expressed an interest or would like to learn English to sign-up for ESL classes offered online through the Martinez Adult Education School. CS staff email the identified parents the school link and support them with sign-up guidance. (This is an ongoing class- therefore, recruitment occurs throughout the year, Oct to May). Staff document their efforts on CLOUDS Referral/Services.
- Comprehensive Services staff sent a group email to parents with a link to complete the online Parent Interest Training and Volunteer survey to be aggregated by center. The report by center will be utilized to conduct parent committee meetings by Site Supervisors based on their top 10 training list. Three of the trainings that will be incorporated at the meetings will include Make Parenting a Pleasure curriculum.
- Family Partnership Agreements are being completed via phone calls or zoom meetings with families through a strength based approach to identify families strengths, areas they may need resources/referrals, and develop family goals. CS staff support families and schedule family meetings if the family is experiencing a crisis, including the appropriate content area manager for additional support to meet the families' needs.
- All of CSB's Site Supervisors and Education Managers attended the third in a series of trainings provided by the Ounce of Prevention called, Lead, Learn, Excel. Lead, Learn, Excel is a professional learning program that helps early childhood education leaders develop skills to support everyday learning and continuous improvement. The trainings this week focused primarily on "Team Lesson Planning" and how to incorporate the "parent voice" in all aspects of classroom planning.

  
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Suite 200  
Concord, CA  
94520

  
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[www.cccounty.us/ehsd](http://www.cccounty.us/ehsd)



- Various CSB teaching staff continue to attend weekly trainings in collaboration with First 5 Contra Costa to deepen their knowledge on various practices, such as implementing screenings, supporting the assessment process, and supporting Distance Learning families.
- CSB is pleased to offer the opportunity for virtual Program for Infant Toddler Care (PITC) training to three of our CSB staff. The goal of PITC is to help infant/toddler care teachers/staff recognize and implement crucially important relationship-based practices and design care environments that are responsive to infants, toddlers, and their families. In these unprecedented times, implementation of PITC principals is crucial in the care and well-being of caregivers, teachers, families, and children.
- CSB is proud to announce that all of our Home Base services are being offered to children and families in-person in safe outside environments in the family's community.
- As of October, all of our Home Visiting staff are enrolled in the National Home Visiting Study, which will enhance Home Visiting services for children and families.
- CSB has received an additional \$40,000 in CSBG Cares Act funding, and the Economic Opportunity Council (EOC) discussed options for its use at their Outreach subcommittee meeting in late October.
- Eleven out of thirteen CSBG contracts have been executed and amended in late October to include CARES Act funding.

**I. Status Updates:**

**a. Caseloads, workload (all programs)**

- Head Start enrollment: 52.66%
- Early Head Start enrollment: 86.80%
- Early Head Start Child Care Partnership # 2 enrollment: 91.20%
- Head Start Average Daily Attendance: 82.0%
- Early Head Start Average Daily Attendance: 87.48%
- Early Head Start Child Care Partnership (CCP) 2 Attendance: 84.4%
- Stage 2: 448 families and 664 children
- CAPP: 318 families and 450 children
  - In total: 766 families and 1,114 children
  - Incoming transfers from Stage 1: 4 families and 6 children
- LIHEAP: 134 households have been assisted
- Weatherization\*\*: No households were assisted.

**b. Staffing:**

- The Department continues to work with the CAO on clearing essential positions to be filled permanently or by TU during the freeze. Key management and support positions remain vacant as we work through the process with support from Personnel and HR.

cc: Policy Council Chair  
Administration for Children and Families  
Program Specialist, Chris Pflaumer

- o Interviews were completed for the Site Supervisor I and III vacancies, both in Richmond.
- o Two Intermediate Clerks were hired. One for the Partners Unit and one for the Comprehensive Services Unit.
- o The Bureau has conducted interviews for the Accountant I position.
- o Due to several permanent vacancies for ASA III positions, we have processed several Temporary Upgrades to cover essential and critical operations. We have submitted request for a County recruitment.

**c. Union**

- o There are no union updates to report.

**II. Emerging Issues and Hot Topics:**

- There are no emerging issues and hot topics to report.

*\*\* Due to Shelter in Place and the increase in COVID-19 numbers, weatherization is only providing emergency cooling needs for eligible households.*

cc: Policy Council Chair  
Administration for Children and Families  
Program Specialist, Chris Pflaumer

**CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU**

**HEAD START PROGRAM**

**BUDGET PERIOD JANUARY - DECEMBER 2020**

**AS OF SEPTEMBER 2020**

	1	2	3	4	5	6
	Actual Sep-20	Total YTD Actual	Total Budget	Remaining Budget	75% % YTD	
<b>a. Salaries &amp; Wages (Object Class 6a)</b>						
Permanent 1011	283,361	2,792,444	4,414,341	1,621,897	63%	
Temporary 1013	15,468	170,919	337,830	166,911	51%	
<b>a. PERSONNEL (Object class 6a)</b>	<b>298,829</b>	<b>2,963,364</b>	<b>4,752,171</b>	<b>1,788,807</b>	<b>62%</b>	
<b>b. FRINGE BENEFITS (Object Class 6b)</b>						
Fringe Benefits	192,918	1,877,387	2,938,208	1,060,821	64%	
<b>b. FRINGE (Object Class 6b)</b>	<b>192,918</b>	<b>1,877,387</b>	<b>2,938,208</b>	<b>1,060,821</b>	<b>64%</b>	
<b>c. Travel (Object Class 6c)</b>						
<b>HS Staff</b>	-	-	28,742	28,742	-	
<b>c. TRAVEL (Object Class 6c)</b>	-	-	28,742	28,742	-	
<b>e. SUPPLIES (Object Class 6e)</b>						
1. Office Supplies	4,272	28,662	65,000	36,338	44%	
2. Child and Family Services Supplies (Includesclassroom Supplies)	1,332	15,688	95,000	79,312	17%	
4. Other Supplies						
Health and Safety Supplies	-	-	1,000	1,000	0%	
Computer Supplies, Software Upgrades, Computer Replacement	97	89,264	60,000	(29,264)	149%	
Health/Safety Supplies	1,933	1,933	2,000	67	97%	
Mental helath/Diasabilities Supplies	-	345	1,000	655		
Miscellaneous Supplies	225	4,808	16,000	11,192	30%	
Emergency Supplies	-	-	1,000	1,000	0%	
Employee Morale	-	2,548	7,000	4,452	36%	
Household Supplies	-	-	6,000	6,000	0%	
<b>TOTAL SUPPLIES (6e)</b>	<b>7,859</b>	<b>143,249</b>	<b>254,000</b>	<b>110,751</b>	<b>56%</b>	
<b>f. CONTRACTUAL (Object Class 6f)</b>						
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	29,157	63,000	33,843	46%	
2. Health/Disabilities Services						
Estimated Medical Revenue from Medi-Cal (Org 1432 - credit)	-	-	(376,359)	(376,359)	0%	
Health Consultant	15,360	47,400	50,000	2,600	95%	
5. Training & Technical Assistance - PA11						
Interaction	-	47,525	49,000	1,475	97%	
Diane Godard (\$50,000/2)	-	18,506	21,000	2,494	88%	
Josephine Lee (\$35,000/2)	-	(676)	1,000	1,676	-68%	
Susan Cooke (\$60,000/2)	900	13,751	15,400	1,649	89%	
7. Delegate Agency Costs						
First Baptist Church Head Start PA22	186,199	1,517,832	2,511,719	993,887	60%	
First Baptist Church Head Start PA20	-	8,000	8,000	-	100%	
8. Other Contracts						
First Baptist/Fairgrounds Wrap (20 slots x 243days x \$15.27)	-	39,074	74,823	35,749	52%	
First Baptist/Fairgrounds Enhance (68 slots x 12 x \$225)	-	40,905	136,404	95,499	30%	
FB-E. Leland/Mercy Housing Partnership	-	136,908	149,646	12,738	91%	
Martinez ECC (40 slots x 12 mos. x \$225)	-	76,129	136,350	60,221	56%	
Tiny Toes	11,817	33,633	84,537	50,904	40%	
YMCA of the East Bay	-	329,260	673,376	344,116	49%	
Child Outcome Planning and Administration (CLOUD/Nulinx)	-	-	3,100	3,100	0%	
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>214,276</b>	<b>2,337,404</b>	<b>3,600,996</b>	<b>1,263,592</b>	<b>65%</b>	
<b>h. OTHER (Object Class 6h)</b>						
2. Bldg Occupancy Costs/Rents & Leases	34,238	316,768	440,000	123,232	72%	
4. Utilities, Telephone	25,876	175,397	208,500	33,103	84%	
5. Building and Child Liability Insurance	-	2,312	3,000	689	77%	
6. Bldg. Maintenance/Repair and Other Occupancy	8,652	68,999	178,135	109,136	39%	
8. Local Travel (55.5 cents per mile effective 1/1/2012)	305	8,371	40,000	31,629	21%	
9. Nutrition Services						
Child Nutrition Costs	13,042	172,991	351,000	178,009	49%	
(CCFP & USDA Reimbursements)	(4,633)	(59,432)	(106,000)	(46,568)	56%	
13. Parent Services						
Parent Conference Registration - PA11	-	1,019	1,000	(19)	102%	
Parent Resources (Parenting Books, Videos, etc.) - PA11	216	768	825	57	93%	
PC Orientation, Trainings, Materials & Translation - PA11	-	166	7,775	7,609	2%	
Policy Council Activities	-	559	2,000	1,441	28%	
Male Involvement Activities	-	-	500	500	0%	
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	5,000	5,000	0%	
Child Care/Mileage Reimbursement	-	883	10,000	9,117	9%	
14. Accounting & Legal Services						
Auditor Controllers	-	2,237	2,500	263	89%	
Data Processing/Other Services & Supplies	-	8,248	18,500	10,252	45%	
15. Publications/Advertising/Printing						
Outreach/Printing	-	-	500	500	0%	
Recruitment Advertising (Newspaper, Brochures)	-	6,713	7,000	288	96%	
16. Training or Staff Development						
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC, etc.)	2,998	13,417	20,958	7,541	64%	
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	8,465	73,056	72,586	(470)	101%	
Family, Community and Parent Involvement	-	-	37,458	37,458	0%	
17. Other						
Site Security Guards	316	4,302	9,000	4,698	48%	
Dental/Medical Services	-	-	1,000	1,000	0%	
Vehicle Operating/Maintenance & Repair	1,530	64,157	95,000	30,843	68%	
Equipment Maintenance Repair & Rental	-	40,825	58,000	17,175	70%	
Dept. of Health and Human Services-data Base (CORD)	833	7,500	10,100	2,600	74%	
Field Trips	-	-	2,000	2,000	0%	
Other Operating Expenses (Facs Admin/Other admin)	6,924	508,130	603,000	94,870	84%	
Covid Expenditures	1,696	71,650	961,415	889,765	7%	
Other Departmental Expenses	463,303	962,106	3,189,700	2,227,594	30%	
<b>h. OTHER (6h)</b>	<b>563,761</b>	<b>2,451,141</b>	<b>6,230,452</b>	<b>3,779,311</b>	<b>39%</b>	
<b>I. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>1,277,642</b>	<b>9,772,545</b>	<b>17,804,569</b>	<b>8,032,024</b>	<b>55%</b>	
<b>j. INDIRECT COSTS</b>	<b>-</b>	<b>342,642</b>	<b>990,786</b>	<b>648,144</b>	<b>35%</b>	
<b>k. TOTALS (ALL BUDGET CATEGORIES)</b>	<b>1,277,642</b>	<b>10,115,187</b>	<b>18,795,355</b>	<b>8,680,168</b>	<b>54%</b>	
<b>Non-Federal Share (In-kind)</b>	<b>319,411</b>	<b>2,778,410</b>	<b>4,228,594</b>	<b>1,450,184</b>	<b>66%</b>	

**CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU**

**HEAD START PROGRAM**

**BUDGET PERIOD JANUARY - DECEMBER 2020**

**AS OF SEPTEMBER 2020**

<b>DESCRIPTION</b>	<b>SEPTEMBER YTD Actual</b>	<b>Total Budget</b>	<b>Remaining Budget</b>	<b>75% %YTD</b>
a. PERSONNEL	\$ 2,963,364	\$ 4,752,171	\$ 1,788,807	62%
b. FRINGE BENEFITS	1,877,387	2,938,208	1,060,821	64%
c. TRAVEL	-	28,742	28,742	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	143,249	254,000	110,751	56%
f. CONTRACTUAL	2,337,404	3,600,996	1,263,592	65%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	2,451,141	6,230,452	3,779,311	39%
<b>I. TOTAL DIRECT CHARGES</b>	<b>\$ 9,772,545</b>	<b>\$ 17,804,569</b>	<b>\$ 8,032,024</b>	<b>55%</b>
j. INDIRECT COSTS	342,642	990,786	648,144	35%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 10,115,187</b>	<b>\$ 18,795,355</b>	<b>\$ 8,680,168</b>	<b>54%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 2,778,410</i>	<i>\$ 4,228,594</i>	<i>\$ 1,450,184</i>	<i>66%</i>

**CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU**

**EARLY HEAD START PROGRAM**

**BUDGET PERIOD JANUARY - DECEMBER 2020**

**AS OF SEPTEMBER 2020**

1	2	3	4	5	6
	Actual Sep-20	Total YTD Actual	Total Budget	Remaining Budget	75% % YTD
<b>a. Salaries &amp; Wages (Object Class 6a)</b>					
Permanent 1011	36,535	350,391	419,962	69,571	83%
Temporary 1013	-	392	1,107	715	35%
<b>a. PERSONNEL (Object class 6a)</b>	<b>36,535</b>	<b>350,783</b>	<b>421,069</b>	<b>70,286</b>	<b>83%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>25,162</b>	<b>221,717</b>	<b>234,303</b>	<b>12,586</b>	<b>95%</b>
<b>c. Travel (Object Class 6c)</b>					
1. Out-of-Town Travel	-	-	2,000	2,000	-
<b>c. TRAVEL (Object Class 6c)</b>	<b>-</b>	<b>-</b>	<b>2,000</b>	<b>2,000</b>	<b>-</b>
<b>e. SUPPLIES (Object Class 6e)</b>					
1. Office Supplies	6	435	5,500	5,065	8%
2. Child and Family Services Supplies (Includes classroom Supplies)	-	645	14,000	13,355	5%
4. Other Supplies					
Computer Supplies, Software Upgrades, Computer Replacemer	3,306	7,776	5,000	(2,776)	156%
Health/Safety Supplies	-	-	700	700	0%
Miscellaneous Supplies	-	472	200	(272)	236%
Household Supplies	-	182	2,200	2,018	8%
Employee Health and Welfare costs (formerly Employee morale	-	-	200	200	0%
<b>TOTAL SUPPLIES (6e)</b>	<b>3,312</b>	<b>9,511</b>	<b>27,800</b>	<b>18,289</b>	<b>34%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	-	88	1,000	912	9%
2. Health/Disabilities Services					
Health Consultant	3,840	10,600	7,800	(2,800)	136%
5. Training & Technical Assistance - PA11					
Interaction	-	-	5,500	5,500	0%
Diane Godard (\$50,000/2)	-	9,188	6,500	(2,688)	141%
Josephine Lee (\$35,000/2)	-	4,093	5,000	908	82%
Susan Cooke (\$60,000/2)	900	900	5,500	4,600	16%
8. Other Contracts					
First Baptist/Fairgrounds and Lone Tree	-	58,580	115,140	56,560	51%
First Baptist/East Leland and Kids Castle	-	83,830	181,800	97,970	46%
Aspiranet	75,245	488,840	812,040	323,200	60%
Crossroads	-	83,325	155,540	72,215	54%
KinderCare	-	39,895	96,960	57,065	41%
Martinez ECC	-	43,935	96,960	53,025	45%
YMCA of the East Bay	-	79,992	191,156	111,164	42%
Child Outcome Planning and Administration (CLOUD/Nulinx)	-	-	1,000	1,000	0%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>79,985</b>	<b>903,265</b>	<b>1,681,896</b>	<b>778,631</b>	<b>54%</b>
<b>h. OTHER (Object Class 6h)</b>					
2. Bldg Occupancy Costs/Rents & Leases	102	2,162	2,200	38	98%
4. Utilities, Telephone	56	1,805	3,600	1,795	50%
6. Bldg. Maintenance/Repair and Other Occupancy	29	1,314	5,600	4,286	23%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	-	317	3,100	2,783	10%
9. Nutrition Services					
Child Nutrition Costs	-	-	300	300	0%
13. Parent Services					
Parent Conference Registration - PA11	-	-	4,000	4,000	0%
PC Orientation, Trainings, Materials & Translation - PA11	-	-	4,000	4,000	0%
Policy Council Activities	-	-	800	800	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	31	2,000	1,969	2%
Child Care/Mileage Reimbursement	-	106	800	694	13%
14. Accounting & Legal Services					
Auditor Controllers	-	-	500	500	0%
Data Processing/Other Services & Supplies	-	2,540	4,500	1,960	56%
Recruitment Advertising (Newspaper, Brochures)	-	-	100	100	0%
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC,	-	-	2,500	2,500	0%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	-	12,327	47,944	35,617	26%
17. Other					
Site Security Guards	-	13	500	487	3%
Vehicle Operating/Maintenance & Repair	-	1,867	11,000	9,133	17%
Equipment Maintenance Repair & Rental	-	2,955	2,000	(955)	148%
Dept. of Health and Human Services-data Base (CORD)	-	-	1,000	1,000	0%
Other Operating Expenses (Facs Admin/Other admin)	-	92,687	312,000	219,313	30%
COVID Expenditures	-	8,185	273,309	265,124	3%
Other Departmental Expenses	139,119	322,987	1,015,043	692,056	32%
<b>h. OTHER (6h)</b>	<b>139,306</b>	<b>449,296</b>	<b>1,696,796</b>	<b>1,247,500</b>	<b>26%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>284,301</b>	<b>1,934,572</b>	<b>4,063,864</b>	<b>2,129,292</b>	<b>48%</b>
<b>j. INDIRECT COSTS</b>	<b>-</b>	<b>23,982</b>	<b>86,579</b>	<b>62,597</b>	<b>28%</b>
<b>k. TOTALS (ALL BUDGET CATEGORIES)</b>	<b>284,301</b>	<b>1,958,554</b>	<b>4,150,443</b>	<b>2,191,889</b>	<b>47%</b>
<b>Non-Federal Share (In-kind)</b>	<b>71,075</b>	<b>565,770</b>	<b>922,786</b>	<b>357,016</b>	<b>61%</b>

**CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU**

**EARLY HEAD START PROGRAM**

**BUDGET PERIOD JANUARY - DECEMBER 2020**

**AS OF SEPTEMBER 2020**

<b>DESCRIPTION</b>	<b>SEPTEMBER YTD Actual</b>	<b>Total Budget</b>	<b>Remaining Budget</b>	<b>75% %YTD</b>
a. PERSONNEL	\$ 350,783	\$ 421,069	\$ 70,286	83%
b. FRINGE BENEFITS	221,717	234,303	12,586	95%
c. TRAVEL	-	2,000	2,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	9,511	27,800	18,289	34%
f. CONTRACTUAL	903,265	1,681,896	778,631	54%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	449,296	1,696,796	1,247,500	26%
<b>I. TOTAL DIRECT CHARGES</b>	<b>\$ 1,934,572</b>	<b>\$ 4,063,864</b>	<b>\$ 2,129,292</b>	<b>48%</b>
j. INDIRECT COSTS	23,982	86,579	62,597	28%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 1,958,554</b>	<b>\$ 4,150,443</b>	<b>\$ 2,191,889</b>	<b>47%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 565,770</i>	<i>\$ 922,786</i>	<i>\$ 357,016</i>	<i>61%</i>

**CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU**

**EARLY HEAD START- CC PARTNERSHIP #1**

**BUDGET PERIOD JULY 2019 - JUNE 2020**

**AS OF DECEMBER 2019**

<b>DESCRIPTION</b>	<b>DECEMBER YTD Actual</b>	<b>Total Budget</b>	<b>Remaining Budget</b>	<b>50% % YTD</b>
<b>a. PERSONNEL</b>	\$ 102,648	\$ 305,109	\$ 202,461	34%
<b>b. FRINGE BENEFITS</b>	66,701	212,143	145,442	31%
<b>c. TRAVEL</b>	-	7,000	7,000	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	2,569	24,100	21,531	11%
<b>f. CONTRACTUAL</b>	141,922	460,020	318,098	31%
<b>g. CONSTRUCTION</b>	-	-	-	0%
<b>h. OTHER</b>	34,052	65,984	31,932	52%
<b>I. TOTAL DIRECT CHARGES</b>	<b>\$ 347,890</b>	<b>\$ 1,074,356</b>	<b>\$ 726,466</b>	<b>32%</b>
<b>j. INDIRECT COSTS</b>	13,157	64,073	50,916	21%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 361,047</b>	<b>\$ 1,138,429</b>	<b>\$ 777,382</b>	<b>32%</b>
<b><i>In-Kind (Non-Federal Share)</i></b>	<b>\$ 86,031</b>	<b>\$ 289,444</b>	<b>\$ 203,413</b>	<b>30%</b>

**CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU**

**EARLY HEAD START- CC PARTNERSHIP #1**

**BUDGET PERIOD JULY 2019 - JUNE 2020**

**AS OF DECEMBER 2019**

1	2	3	4	5	6
	Actual Dec-19	Total YTD Actual	Total Budget	Remaining Budget	50% YTD
<b>Expenditures</b>					
<b>a. Salaries &amp; Wages (Object Class 6a)</b>					
Permanent 1011	18,166	102,648	291,762	189,114	35%
Temporary 1013	-	-	13,347	13,347	
<b>TOTAL PERSONNEL (6a)</b>	<b>18,166</b>	<b>102,648</b>	<b>305,109</b>	<b>202,461</b>	<b>34%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>					
Fringe Benefits	12,398	66,701	212,143	145,442	31%
<b>TOTAL FRINGE (6b)</b>	<b>12,398</b>	<b>66,701</b>	<b>212,143</b>	<b>145,442</b>	<b>31%</b>
<b>c. Travel (Object Class 6c)</b>					
<b>1. Out-of-Town Travel</b>					
	-	-	7,000	7,000	0%
<b>TOTAL TRAVEL (6c)</b>	<b>-</b>	<b>-</b>	<b>7,000</b>	<b>7,000</b>	<b>0%</b>
<b>e. SUPPLIES (Object Class 6e)</b>					
1. Office Supplies	785	945	2,100	1,155	45%
2. Child and Family Services Supplies (Incl.classroom Sup	-	1,304	15,000	13,696	9%
3. Other Supplies					
Computer Supplies, Software Upgrades, Computer Re	-	260	3,700	3,440	7%
Miscellaneous Supplies	9	37	200	163	18%
Household Supplies	9	23	3,100	3,077	1%
<b>TOTAL SUPPLIES (6e)</b>	<b>802</b>	<b>2,569</b>	<b>24,100</b>	<b>21,531</b>	<b>11%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contrac	-	47	1,700	1,653	3%
2. Other Contracts					
COCOKids (52 slots x \$505 x 12 months)	26,260	101,000	315,120	214,120	32%
Loss of Subsidy	-	-	10,000	10,000	0%
Children and Family Supplies (Diapers, wipes, etc)	2,418	4,514	12,000	7,486	38%
First Baptist (20 slots x \$505 x 12 months)	16,160	36,360	121,200	84,840	30%
<b>TOTAL CONTRACTUAL (6f)</b>	<b>44,838</b>	<b>141,922</b>	<b>460,020</b>	<b>318,098</b>	<b>31%</b>
<b>h. OTHER (Object Class 6h)</b>					
1. Bldg Occupancy Costs/Rents & Leases	1,393	11,501	15,500	3,999	74%
2. Utilities, Telephone	311	2,188	5,000	2,812	44%
3. Bldg. Maintenance/Repair and Other Occupancy	5	252	1,400	1,148	18%
4. Local Travel (58 cents per mile effective 1/1/2019)	9	14	1,200	1,186	1%
5. Parent Services					
Parent Activities (Sites, PC, BOS luncheon, including f	-	-	500	500	0%
6. Accounting & Legal Services					
Auditor Controllers	-	-	200	200	0%
7. Training or Staff Development					
Staff Trainings/Dev. Conf. Registrations/Memberships	66	66	18,907	18,841	0%
8. Other					
Equipment Maintenance Repair & Rental	335	784	800	16	98%
Other Operating Expenses (CSD Admin/Facs Mgt. Allc	6,210	19,246	22,477	3,231	86%
<b>TOTAL OTHER (6h)</b>	<b>8,329</b>	<b>34,052</b>	<b>65,984</b>	<b>31,932</b>	<b>52%</b>
<b>I. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>84,535</b>	<b>347,890</b>	<b>1,074,356</b>	<b>726,466</b>	<b>32%</b>
<b>j. INDIRECT COSTS</b>	<b>-</b>	<b>13,157</b>	<b>64,073</b>	<b>50,916</b>	<b>21%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>84,535</b>	<b>361,047</b>	<b>1,138,429</b>	<b>777,382</b>	<b>32%</b>
<b>Non-Federal Match (In-Kind)</b>	<b>21,134</b>	<b>86,031</b>	<b>289,444</b>	<b>203,413</b>	<b>30%</b>

EMPLOYMENT & HUMAN SERVICES DEPARTMENT  
 COMMUNITY SERVICES BUREAU  
 CHILD NUTRITION FOOD SERVICES  
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED  
 FY 2020-2021

Month covered	2020 SEPTEMBER
Approved sites operated this month	13
Number of days meals served this month	17
Average daily participation	158
<b>Child Care Center Meals Served:</b>	
Breakfast	2,289
Lunch	2,691
Supplements	1,790
Total Number of Meals Served	<u>6,770</u>
Claim Reimbursement Total	<u>\$16,173</u>

**COMMUNITY SERVICES BUREAU  
SUMMARY CREDIT CARD EXPENDITURE  
September 2020**

<b>Stat. Date</b>	<b>Amount</b>	<b>Program</b>	<b>Purpose/Description</b>
09/22/20	50.52	EHS-Child Care Partnership #2	Office Exp
09/22/20	(26.22)	HS Basic Grant	Office Exp
09/22/20	86.80	HS Basic Grant	Office Exp
	<b>\$ 111.10</b>		
09/22/20	(397.26)	Head Start T & TA	Books, Periodicals
09/22/20	1,263.93	Head Start T & TA	Books, Periodicals
09/22/20	919.35	HS CARES COVID-19	Books, Periodicals
	<b>\$ 1,786.02</b>		
09/22/20	422.29	HS Parent Services	Minor Furniture/Equipment
09/22/20	(211.14)	HS Parent Services	Minor Furniture/Equipment
09/22/20	1,944.10	HS CARES COVID-19	Minor Furniture/Equipment
09/22/20	(326.10)	HS CARES COVID-19	Minor Furniture/Equipment
09/22/20	(12.50)	HS CARES COVID-19	Minor Furniture/Equipment
09/22/20	(50.00)	HS CARES COVID-19	Minor Furniture/Equipment
	<b>\$ 1,766.65</b>		
09/22/20	2,581.54	HS CARES COVID-19	Clothing & Personal Suppl
09/22/20	50.30	HS Basic Grant	Clothing & Personal Suppl
	<b>\$ 2,631.84</b>		
09/22/20	550.00	HS Basic Grant	Memberships
	<b>\$ 550.00</b>		
09/22/20	125.00	HS Basic Grant	Training & Registration
	<b>\$ 125.00</b>		
09/22/20	472.00	HS CARES COVID-19	Other Special Dpmtal Exp
09/22/20	1,086.00	HS Basic Grant	Other Special Dpmtal Exp
	<b>\$ 1,558.00</b>		
09/22/20	303.80	HS CARES COVID-19	Misc Services/Supplies
	<b>\$ 303.80</b>		
<b>Total</b>	<b>8,832.41</b>		

**CAO Monthly Report  
CSBG and Weatherization Programs  
Year-to-Date Expenditures  
As of Sept. 30, 2020**

**1. 2020 LIHEAP WX**

Contract # 20B-2005  
Term: Oct. 1, 2019 - June 30, 2021  
Amount: WX \$ 1,280,226

Total Contract	\$ 1,280,226
Expenditures	(936,039)
Balance	<u>\$ 344,187</u>
Expended	<u>73%</u>

**2. 2020 LIHEAP ECIP/EHA 16**

Contract # 20B-2005  
Term: Oct. 1, 2019 - June 30, 2021  
Amount: EHA 16 \$ 1,132,577

Total Contract	\$ 1,132,577
Expenditures	(697,490)
Balance	<u>\$ 435,087</u>
Expended	<u>62%</u>

**3. 2020 COMMUNITY SERVICES BLOCK GRANT (CSBG)**

Contract # 20F-3007  
Term: Jan. 1, 2020 - May 31, 2021  
Amount: \$ 868,084

Total Contract	\$ 868,084
Expenditures	(457,453)
Balance	<u>\$ 410,631</u>
Expended	<u>53%</u>

Prepared: Oct. 26, 2020

fldr/fn:CAO Monthly Reports/WX YTD Exp-CAO Mo Rprt 9-2020

# October 2020 - COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p><b>ALL BREAKFAST &amp; LUNCH SERVED WITH 1% MILK</b></p> <p><b>*Indicates vegetable included in main dish</b></p> <p><b>WATER IS OFFERED THROUGHOUT THE DAY</b></p> 			<p><b>1</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Banana ½ ea. Whole Wheat Bagel/Cream Cheese</p> <p><b>LUNCH</b></p> <p>¾ c. <b>*CALIFORNIA PASTA SALAD WITH CUBED CHEESE</b> (kidney beans, broccoli, tomatoes, bell pepper, cubed cheese &amp; rotini pasta) ½ ea. Fresh Pear</p> <p><b>PM SNACK</b></p> <p>2 pkgs. Wheatworth Crackers ½ c. Cucumber &amp; Tomato Salad With Italian Dressing</p>	<p><b>2</b></p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Strawberries 1 sq. Oatmeal Muffin Square</p> <p><b>LUNCH</b></p> <p>1 ½ ozs. <b>CHICKEN HOAGIE SANDWICH</b> Eggless Mayo &amp; Mustard Dressing ¼ c. Zucchini Sticks ½ ea. Fresh Nectarine ½ ea. Hoagie Roll</p> <p><b>PM SNACK</b></p> <p>¼ c. Homemade Pico De Gallo 6 ea. Whole Grain Corn Tortilla Chips ½ c. 1% Milk</p>
<p><b>5</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Apple ½ c. Bran Cereal</p> <p><b>LUNCH</b></p> <p>½ c. <b>BLACK BEAN CHILI</b> ½ oz. Shredded Cheese ¼ c. Fresh Jicama Sticks 1 ea. Fresh Kiwi 6 ea. Whole Grain Corn Tortilla Chips</p> <p><b>PM SNACK</b></p> <p>1 pkg. Graham Crackers ½ c. 1% Milk</p>	<p><b>6</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Orange ¾ c. Kix Cereal</p> <p><b>LUNCH</b></p> <p>1 c. <b>*CHICKEN CHILAQUILES WITH CORN TORTILLA CHIPS &amp; SPINACH</b> ¼ c. Mango Chunks</p> <p><b>PM SNACK</b></p> <p>½ c. <b>FRIENDS TRAIL MIX</b> (kix, cheerios, corn chex, raisins, pretzels, &amp; dried apricots) ½ c. 1% Milk</p>	<p><b>7</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Banana ½ c. Cornflakes</p> <p><b>LUNCH</b></p> <p>½ c. <b>*TURKEY SPAGHETTI</b> (ground turkey, tomato paste, onions with whole wheat spaghetti) ½ ea. Fresh Apple</p> <p><b>PM SNACK</b></p> <p>½ c. Fresh Broccoli &amp; Cauliflower/Ranch Dip 6 ea. Wheat Thin Crackers</p>	<p><b>8</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Orange ½ ea. English Muffin/Cream Cheese</p> <p><b>LUNCH</b></p> <p>1 piece <b>*SPINACH EGG BAKE</b> (spinach, eggs, &amp; feta cheese) 1 sl. Fresh Cantaloupe 1 ea. Whole Wheat Tortilla</p> <p><b>PM SNACK</b></p> <p>1 tbsp. Sunbutter ½ ea. Fresh Banana &amp; ½ ea. Fresh Apple</p>	<p><b>9</b></p> <p><b>BREAKFAST</b></p> <p>½ c. Mango Chunks 1 sq. A – Z Bread</p> <p><b>LUNCH</b></p> <p>¾ c. <b>GREEK STYLE CHICKEN SALAD</b> (diced chicken, peppers, olives, parsley, &amp; feta cheese dressing) ¼ c. Carrot Sticks ¼ c. Fresh Strawberries ½ ea. Pita Bread</p> <p><b>PM SNACK</b></p> <p>½ c. Cottage Cheese ½ c. Pineapple Tidbits</p>
<p><b>12</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Orange ½ c. Bran Cereal</p> <p><b>LUNCH</b></p> <p>½ c. <b>*ARROZ CON QUESO</b> (yogurt, cheese, pinto beans, rice, tomatoes) ½ ea. Fresh Green Apple Slices</p> <p><b>PM SNACK</b></p> <p>1 pkg. Graham Crackers ½ c. 1% Milk</p>	<p><b>13</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Pear ¼ c. Oatmeal Cereal</p> <p><b>LUNCH</b></p> <p>½ c. <b>EGG SALAD</b> (eggless mayo) ¼ c. Carrot Sticks (No Dressing) ¼ c. Fresh Strawberries 1 sl. Whole Wheat Bread</p> <p><b>PM SNACK</b></p> <p>2 tbsps. Sunbutter (Raisins) ¼ c. Celery Sticks ½ c. 1% Milk</p>	<p><b>14</b></p> <p><b>BREAKFAST</b></p> <p>¼ c. Rice Cereal With Cinnamon 1 sl. Fresh Cantaloupe</p> <p><b>LUNCH</b></p> <p>½ c. <b>TURKEY SALAD</b> (eggless mayo) ¼ c. Cucumber Slices/Ranch Dressing ½ ea. Fresh Apple ½ ea. Whole Wheat Bun</p> <p><b>PM SNACK</b></p> <p>1 ea. Cauliflower Breadstick 2 pkgs. Wheatworth Crackers</p>	<p><b>15</b></p> <p><b>BREAKFAST</b></p> <p>½ c. Fresh Strawberries ½ ea. Whole Wheat English Muffin/Cream Cheese</p> <p><b>LUNCH</b></p> <p>¾ c. <b>SEASONED BLACKKEY PEAS</b> ¼ c. Collard Greens 1 sl. Fresh Honeydew Melon 1 sq. Homemade Whole Wheat Cornbread</p> <p><b>PM SNACK</b></p> <p>½ c. Carrot Sticks &amp; Zucchini Sticks/Italian dressing 1 pkg. Animal Crackers</p>	<p><b>16</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Banana ¾ c. Cheerios</p> <p><b>LUNCH</b></p> <p>1½ ozs. <b>TURKEY &amp; SWISS CHEESE</b> Eggless Mayo &amp; Mustard Dressing ½ c. Green Leaf Lettuce ½ c. Tomato Slice ½ ea. Fresh Apple 1 sl. Whole Wheat Bread</p> <p><b>PM SNACK</b></p> <p>¼ c. Cucumber Slices ¼ c. Broccoli Florets ½ c. Cottage Cheese Ranch Dressing</p>
<p><b>19</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Peach ¾ c. Rice Chex Cereal</p> <p><b>LUNCH</b></p> <p>1 serv. <b>VEGETARIAN ENCHILADA CASSEROLE</b> (cheese, black beans, corn, &amp; corn tortilla chips) ½ c. Tossed Green Salad/Italian Dressing ½ ea. Fresh Apple</p> <p><b>PM SNACK</b></p> <p>1 pkg. Scooby Doo Cinnamon Grahams ½ c. 1% Milk</p>	<p><b>20</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Orange ½ ea. Whole Wheat Bagel/Cream Cheese</p> <p><b>LUNCH</b></p> <p>¾ c. <b>SLOPPY JOE</b> (ground turkey) ½ c. Spinach Salad/Ranch Dressing 1 sl. Fresh Cantaloupe ½ ea. Whole Wheat Hamburger Bun</p> <p><b>PM SNACK</b></p> <p>1 pkg. Goldfish Pretzel Crackers 1 ea. Fresh Apple</p>	<p><b>21</b></p> <p><b>BREAKFAST</b></p> <p>½ c. Pineapple Chunks 1 sq. Homemade Zucchini Bread</p> <p><b>LUNCH</b></p> <p>1 c. <b>*STIR-FRY CHICKEN</b> (diced chicken, shredded cabbage, carrots, &amp; whole wheat spaghetti) ½ ea. Fresh Peach</p> <p><b>PM SNACK</b></p> <p>1 ea. Fresh Plum ½ c. 1% Milk</p>	<p><b>22</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Banana ¼ c. Cinnamon Oatmeal With Vanilla &amp; Raisins</p> <p><b>LUNCH</b></p> <p>1 ea. <b>*MEXICAN PIZZA</b> (refried beans, tomato paste, chunky salsa) ½ oz. Shredded Mozzarella Cheese 1 ea. Fresh Kiwi 1 ea. Whole Wheat Flour Tortilla</p> <p><b>PM SNACK</b></p> <p>½ c. Cucumber &amp; Tomato Salad With Italian Dressing 2 pkgs. Wheatworth Crackers</p>	<p><b>23</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Plum ½ sl. Whole Wheat Toast ½ c. Scrambled Eggs &amp; Turkey Ham</p> <p><b>LUNCH</b></p> <p>½ c. <b>CURRY CHICKEN SALAD</b> (eggless mayo) ¼ c. Zucchini Sticks ¼ c. Fresh Strawberries ½ ea. Pita Bread</p> <p><b>PM SNACK</b></p> <p>¼ c. Homemade Pico De Gallo 6 ea. Whole Grain Corn Tortilla Chips ½ c. 1% Milk</p>
<p><b>26</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Orange ¾ c. Corn Chex Cereal</p> <p><b>LUNCH</b></p> <p>1 ea. <b>BAJA BEAN WRAP</b> ¼ c. Fresh Jicama Sticks 1 ea. Fresh Kiwi 1 ea. Whole Wheat Tortilla</p> <p><b>PM SNACK</b></p> <p>1 ea. Hard Boiled Egg ¼ c. Carrot Sticks/Ranch Dressing</p>	<p><b>27</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Pear ½ sl. English Muffin 2 tbsps. Sunbutter</p> <p><b>LUNCH</b></p> <p>¾ c. <b>*HAWAIIAN CHICKEN SALAD</b> ½ ea. Fresh Apple 1 ea. Whole Wheat Tortilla</p> <p><b>PM SNACK</b></p> <p>1 pkg. Goldfish Crackers ½ c. 1% Milk</p>	<p><b>28</b></p> <p><b>BREAKFAST</b></p> <p>½ c. Applesauce 1 sq. Pancake</p> <p><b>LUNCH</b></p> <p><b>BUILD YOUR OWN TACO</b> 1 ½ ozs. Ground Turkey ½ oz. Shredded Cheese ½ c. Shredded Lettuce ½ c. Diced Tomatoes ¼ c. Mango Chunks 2 ea. Mini Corn Tortilla</p> <p><b>PM SNACK</b></p> <p>1 ea. Fresh Banana 1 tbsp. Sunbutter</p>	<p><b>29</b></p> <p><b>BREAKFAST</b></p> <p>½ c. Pineapple Tidbits ½ ea. Whole Wheat Bagel/Cream Cheese</p> <p><b>LUNCH</b></p> <p>¾ c. <b>*RED VEGGIE POZOLE SOUP</b> (bell pepper, tofu, tomato paste, hominy, cabbage, &amp; cilantro) 1 ea. Fresh Kiwi 6 ea. Whole Grain Corn Tortilla Chips</p> <p><b>PM SNACK</b></p> <p>1 sl. Fresh Honeydew Melon ½ c. 1% Milk</p>	<p><b>30</b></p> <p><b>BREAKFAST</b></p> <p>1 ea. Fresh Pear Slices ½ c. Bran Cereal</p> <p><b>LUNCH</b></p> <p><b>*SPINACH SALAD WITH HARD BOILED EGG</b> 1 ea. Hard Boiled Egg ¼ c. Fresh Spinach/Italian Dressing ½ c. Shredded Carrots 1 ea. Fresh Tangerine ½ sl. Whole Wheat Bread</p> <p><b>PM SNACK</b></p> <p>1 ea. String Cheese 2 pkgs. Ritz Crackers</p>



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Unpaid Student Training Agreement #26-695-2 with University of the Pacific, Thomas J. Long School of Pharmacy and Health Services

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Unpaid Student Training Agreement #26-695-2 with University of the Pacific, Thomas J. Long School of Pharmacy and Health Services, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center and Contra Costa Health Centers for medical residency students, for the period from April 1, 2021 through March 31, 2026.

**FISCAL IMPACT:**

There is no fiscal impact as this is a non-financial agreement.

**BACKGROUND:**

The purpose of this agreement is to provide the University of the Pacific, Thomas J. Long School of Pharmacy and Health Services residency students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Jaspreet Benephal,  
925-370-5101

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: A Floyd , M Wilhelm

BACKGROUND: (CONT'D)

field education, while at the same time, benefitting from the students' services to patients.

On April 12, 2016, the Board of Supervisors approved Unpaid Student Training Agreement #26-695-1 with University of Pacific, Thomas J. Long School of Pharmacy and Health Services, for the period from April 1, 2016 through March 31, 2021.

The student training agreement has been mutually beneficial and Health Services would like to continue to provided residency students applied skills training and receive the services provided by the students. Approval of Unpaid Student Training Agreement #26-695-2 with University of the Pacific, Thomas J. Long School of Pharmacy and Health Services students to receive supervised fieldwork instruction experience, at Contra Costa Regional Medical Center and Contra Costa Health Centers through March 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience at Contra Costa Regional Medical Center and Contra Costa Health Centers and the County will not benefit from the students' services.

ATTACHMENTS



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: January 5, 2021

Subject: Crockett-Carquinez Fire Protection District Advisory Fire Commission 2020 Annual Report

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**RECOMMENDATION(S):**

ACCEPT the Crockett-Carquinez Fire Protection District Advisory Commission 2020 Annual Report.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Crockett-Carquinez Fire Protection District Advisory Commission reviews and advises on annual operations and capital budgets; reviews Fire District expenditures; advises the Fire Chief on district service matters; and serves as a liaison between the Board of Supervisors and the community served by the fire district.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact:  
925-608-4200

By: , Deputy

cc:

ATTACHMENTS

Crockett-Carquinez Fire Commission 2020 Annual Report



## ADVISORY BODY ANNUAL REPORT

Advisory Body Name: \_\_\_\_\_  
Advisory Body Meeting Time/Location: \_\_\_\_\_  
Chair (during the reporting period): \_\_\_\_\_  
Staff Person (during the reporting period): \_\_\_\_\_  
Reporting Period: \_\_\_\_\_

### I. Activities

(estimated response length: 1/2 page)

*Describe the activities for the past year including areas of study, work, special events, collaborations, etc.*

### II. Accomplishments

(estimated response length: 1/2 page)

*Describe the accomplishments for the past year, particularly in reference to your work plan and objectives.*

III. Attendance/Representation

(estimated response length: 1/4 page)

*Describe your membership in terms of seat vacancies, diversity, level of participation, and frequency of achieving a quorum at meetings.*

IV. Training/Certification

(estimated response length: 1/4 page)

*Describe any training that was provided or conducted, and any certifications received, either as a requirement or done on an elective basis by members. NOTE: Please forward copies of any training certifications to the Clerk of the Board.*

V. Proposed Work Plan/Objectives for Next Year

(estimated response length: 1/2 page)

*Describe the advisory body's workplan, including specific objectives to be achieved in the upcoming year.*



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: January 5, 2021

Subject: 2020 Economic Opportunity Council Advisory Body Annual Report

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**RECOMMENDATION(S):**

ACCEPT the 2020 Annual Report from the Economic Opportunity Council (EOC) Advisory Board for the period January 1, 2020 through December 31, 2020 as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

On January 7, 2020, the Board of Supervisors adopted Resolution No. 2020/1, which requires that each regular and ongoing board, commission, or committee annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training, certification programs, and proposed work plan or objectives for the following year. The attached report was approved by the EOC at the November 2020 regular business meeting.

**CONSEQUENCE OF NEGATIVE ACTION:**

The EOC Advisory Board would be out of compliance with Resolution No. 2020/1.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Elaine Burres  
925-608-4960

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Economic Opportunity Council Advisory Board 2020 Annual Report



## ADVISORY BODY ANNUAL REPORT

Advisory Body Name: \_\_\_\_\_  
Advisory Body Meeting Time/Location: \_\_\_\_\_  
Chair (during the reporting period): \_\_\_\_\_  
Staff Person (during the reporting period): \_\_\_\_\_  
Reporting Period: \_\_\_\_\_

### I. Activities

(estimated response length: 1/2 page)

*Describe the activities for the past year including areas of study, work, special events, collaborations, etc.*

### II. Accomplishments

(estimated response length: 1/2 page)

*Describe the accomplishments for the past year, particularly in reference to your work plan and objectives.*

III. Attendance/Representation

(estimated response length: 1/4 page)

*Describe your membership in terms of seat vacancies, diversity, level of participation, and frequency of achieving a quorum at meetings.*

IV. Training/Certification

(estimated response length: 1/4 page)

*Describe any training that was provided or conducted, and any certifications received, either as a requirement or done on an elective basis by members. NOTE: Please forward copies of any training certifications to the Clerk of the Board.*

V. Proposed Work Plan/Objectives for Next Year

(estimated response length: 1/2 page)

*Describe the advisory body's workplan, including specific objectives to be achieved in the upcoming year.*



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Annual Report from the Hazardous Materials Commission

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**RECOMMENDATION(S):**

ACCEPT the 2020 Annual Report from the Hazardous Materials Commission.

**FISCAL IMPACT:**

This is an informational report with no fiscal impact.

**BACKGROUND:**

Board of Supervisors Resolution No. 2020/1 requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the report is not accepted, the Hazardous Materials Commission will be out of compliance with Board of Supervisors Resolution no. 2011/497.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Michael Kent,  
925-313-6587

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Michael Kent, Marcy.Wilhelm

ATTACHMENTS

Annual Report

## **2020 ANNUAL REPORT**

**Advisory Body Name:** Hazardous Materials Commission

**Advisory Body Meeting Time/Location:** Fourth Thursday of every month, 4-6 pm, 2477 Arnold Industrial Way, Concord

**Chair:** George Smith, Environmental Engineer Seat

**Staff:** Michael Kent, Contra Costa Health Services

**Reporting Period:** January - December, 2020

### **ACTIVITIES**

- Reviewed proposed changes to the Hazardous Materials Incident Notification Policy.
- Reviewed the hazardous materials-related issues in the County's Legislative Platform.
- Reviewed and discussed a proposed resolution from the BlueGreen Alliance about the WSPA lawsuit pertaining to recent amendments to the State's CalARP and PSM regulations.
- Reviewed and discussed a recommendation from CBE to support an independent analysis of the feedstock of the Phillips 66 refinery.
- Received a presentation on the proposal to deepen the San Francisco Bay shipping channels.
- Reviewed information about the lithium ion car battery recycling advisory group.
- Reviewed the format and contents of the HMC web page.
- Received a presentation on the Industrial Safety Ordinance Annual report.
- Received a report on the impact of Sea Level Rise on the transportation of hazardous materials in Contra Costa County.
- Received a presentation on a proposed grant application concerning pipeline safety.
- Created and advertised for a student internship position.
- Advertised for an open Environmental Seat and a new Environmental Justice seat.
- Received two presentations on proposed oil and gas exploration activities in East County.
- Received a presentation on proposed goals, policies and actions pertaining to Environmental Justice in the update to the County's General Plan.

### **ACCOMPLISHMENTS**

- Provided input on proposed changes to the Hazardous Materials Incident Notification Policy.
- Provided recommendations to the Board of Supervisors on changes to the County's Legislative Platform.
- Made improvements to the format and contents of the HMC web page.
- Provided input on the Industrial Safety Ordinance Annual Report.
- Seated two student interns for the school year.

- Recommended candidates to the Board of Supervisors for filling an Environmental Seat and Alternate and an Environmental Justice Seat and Alternate.
- Began developing recommendations to the Board of Supervisors on proposed goals, policies and actions pertaining to Environmental Justice for the update to the County's General Plan.

### **ATTENDANCE/REPRESENTATION**

The 14-member Commission has members and alternates from organized labor, environmental groups, an Environmental Justice community, industry, cities, environmental engineering firms, the League of Women Voters and the public at large. The Commission had membership from all regions of the County in 2019. A new Environmental Justice Seat and Alternate, and a third City Seat and alternate were created for the Commission in July. An Environmental Seat and Alternate were also eliminated in July, leaving the Commission with 14 seats. The newly created seats will be filled next year. All seats were filled this year, except the alternate for one of the Labor seats was vacant the whole year. The Commission only held 5 full commission meetings this year due to the COVID-19 Pandemic, with an average attendance of 10 members.

### **TRAINING/CERTIFICATION**

No training or certification was provided or conducted.

### **PROPOSED WORK PLAN/OBJECTIVES FOR THIS YEAR**

In 2021 the Commission will continue to investigate some of the issues they began investigating in 2020 and will address emerging issues that are brought to them by the Board of Supervisors, the public and members of the Commission. In addition, the Commission will continue to monitor several issues that they monitored in 2020.

The issues the Commission intends to continue to investigate in 2020 are the inclusion of Environmental Justice issues in the update to the County's General Plan, public meetings on the ISO Safety Culture Assessments, co-sponsoring another cybersecurity workshop, a needs assessment for pipeline safety education and awareness, regulations being developed by DTSC for TSD facilities concerning cumulative and community impacts, the root cause analysis of the Nustar fire in October, 2019, the County's Hazardous Waste Management Plan and the impacts of groundwater intrusion due to sea level rise on contaminated sites.

Issues the Commission will continue to monitor are the impacts of the recycling of lithium batteries, the emerging impacts and regulation of PFOS, the implementation of SB 617 in Richmond, the implementation of the County's Pharmaceutical Ordinance, the implementation of the Air District Rule 11-18 concerning Air Risk Assessments, the developments in the WSPA lawsuits concerning the recent amendments to the State's PSM and CalARP regulations, the operation of the Community Warning System, and the implementation of the County's Industrial Safety Ordinance.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: January 5, 2021

Subject: APPROVE the Central Kitchen Renovation Project in Richmond and take related actions under CEQA.

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**RECOMMENDATION(S):**

APPROVE the Central Kitchen Renovation Project (Project), Richmond area, for Employment and Human Services – Community Services Bureau. [County Project No. WH316B, DCD-CP#20-30](District I).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 15303(c) Categorical Exemption, pursuant to Article 19, Section 15303(c) of the CEQA Guidelines, and

DIRECT the Director of Department of Conservation and Development to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a \$25 fee to the Department of Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

**FISCAL IMPACT:**

Estimated Project cost: \$1,750,000; 100% federal grant funds.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Emma Burckert  
925-313-2161

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Emma Burckert, Ave' Brown

## BACKGROUND:

The purpose of this Project is to relocate the existing kitchen and to create a state-of-the-art facility that will allow the program to expand in the future.

The Project consists of renovating a County-owned building that was recently occupied by Children's Mental Health. Renovations include a seismic retrofit of the entire structure, adding two new exterior doorways for improved egress, and will demo the non-bearing wall partitions and ceilings (T-Bar) in the area to be used as a kitchen. Building out the commercial kitchen will include a new HVAC system, flooring, wall finishes, and equipment. The existing offices and ADA bathrooms in the older portion of the building will be used as an office space in the future and will not be remodeled. The existing utilities to the building are adequate for the new kitchen. It is not anticipated that exterior changes to the building will be needed.

On April 28, 2020, the Board of Supervisors awarded a job order contract (JOC) for repair, remodeling, and other repetitive work to be performed pursuant to the Construction Task Catalog to each of Mark Scott Construction, Inc., Aztec Consultants, MVP Construction, and Staples Construction Company, Inc., each in the amount of \$2,500,000. This project is expected to be performed by one of the four JOC contractors. A task order catalogue has been prepared for the JOC contractor to complete this Project. In the event that the Project is not performed by the JOC contractor, the Public Works Department will return to the Board for approval of plans and specifications and authorization to advertise and solicit bids.

## CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

## ATTACHMENTS

NOE

CALIFORNIA ENVIRONMENTAL QUALITY ACT  
**Notice of Exemption**

To:  Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: Contra Costa County  
Dept. of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

County Clerk  
County of: Contra Costa

**Project Title:** **Central Kitchen Renovation**  
**Project No. WH316B, CP#20-30**

**Project Applicant:** **Contra Costa County Public Works Department**  
**255 Glacier Drive Martinez, CA 94553**

**Project Location:** 303 41<sup>st</sup> Street, Richmond in West Contra Costa County

**Lead Agency:** **Contra Costa County Department of Conservation and Development**

**Description of Nature, Purpose and Beneficiaries of Project:** The County provides meals to over 2000 children at Head Start classrooms across the county. The existing kitchen is located in a space that is out of date and no longer provides an efficient workspace. The County has access to federal funds to relocate the kitchen and to build a state-of-the-art facility that will allow the program to expand in the future.

The project is a county owned building that was recently occupied by Children's Mental Health. The building is structurally two approximately equal spaces with one portion originally built in the 1940's and the second portion built in the 1960's. The newer portion will be renovated for the kitchen and the older portioned will not be remodeled. Both sides are moderately reinforced concrete block with a wood truss (flat) roofing system. The building is a single story and is 6,204 square feet. A Phase I, Asbestos, and Lead Sampling have been conducted recently for the property and no environmental hazards were identified.

The project will be done in two phases. The first phase is a demo/make ready of the building shell and will include a seismic retrofit of the entire structure, add two new exterior doorways for improved egress, and will demo the non-bearing wall partitions and ceilings (T-Bar) in the area to be used as a kitchen. The existing offices and ADA bathrooms in the older portion of the building will be used as an office space in the future and will not be remodeled. The second phase will be the building out of the commercial kitchen, which will include a new HVAC system, flooring, wall finishes, and equipment. The existing utilities to the building are adequate for the new kitchen. It is not anticipated that exterior changes will needed to the building.

Real Estate transactions, such as a lease agreement, and utility relocations may be necessary.

Name of Public Agency Approving Project: **Contra Costa County**  
Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

**Exempt Status:**

- |   |  |
|---|--|
| <input type="checkbox"/> Ministerial Project (Sec. 21080(b) (1); 15268;     | <input checked="" type="checkbox"/> Categorical Exemption: <u>Class 15303(c)</u> |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a));   | <input type="checkbox"/> Other Statutory Exemption, Code No.: _____              |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); | <input type="checkbox"/> Common Sense Exemption [Section 15061 (b)(3)]           |

**Reasons why project is exempt:** The project consists of the conversion of an existing small structure from some use to another where only minor modifications are made in the exterior of the structure. It is a commercial building located in an urbanized area not exceeding 10,000 square feet in floor area on a site zoned for such use. It does not involve the use of significant amounts of hazardous substances where all necessary public services and facilities are available, and the area is not environmentally sensitive. It is therefore exempt, pursuant to Section 15303(c) of the CEQA guidelines.

Lead Agency Contact Person: **Emma Burckert - Public Works Dept.** Area Code/Telephone/Extension: **(925) 313-2161**

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: *Julia B. Moreira* Date: 12/10/2020 Title: Principal Planner

**Contra Costa County Department of Conservation and Development**

Signed by Lead Agency  Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

I declare that on \_\_\_\_\_ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Applicant:**

Public Works Department  
255 Glacier Drive  
Martinez, CA 94553

Attn: Emma Burckert *AB*

Environmental Services Division

Phone: (925) 313-2161

**Department of Fish and Game Fees Due:**

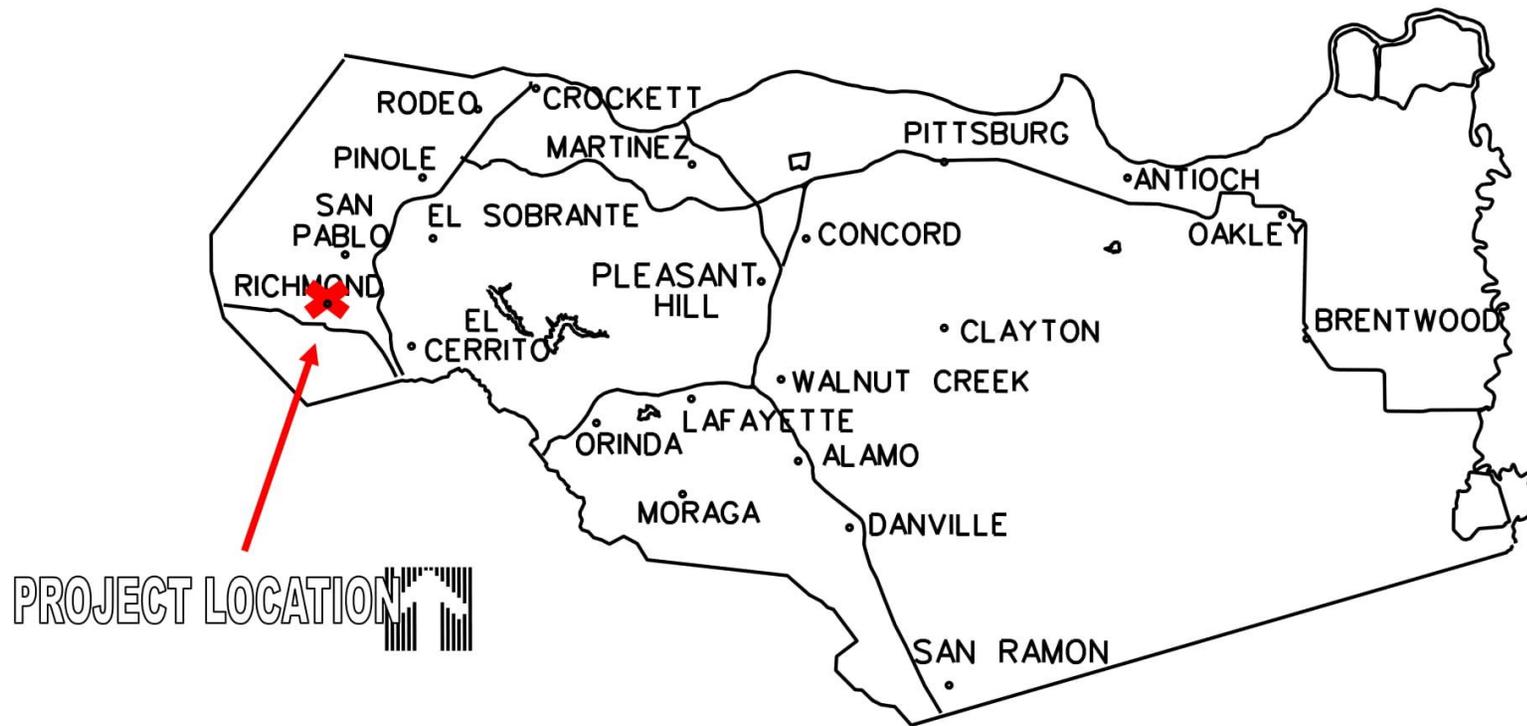
- EIR - \$3,445.<sup>25</sup>
- Neg. Dec. - \$2,480.<sup>25</sup>
- DeMinimis Findings - \$0
- County Clerk - \$50**
- Conservation & Development - \$25**

**Total Due: \$** 75.<sup>00</sup>

Total Paid \$ \_\_\_\_\_

Receipt #: \_\_\_\_\_

# CONTRA COSTA COUNTY CALIFORNIA



**FIGURE 1: Central Kitchen  
Renovation Regional Location Map**

Figure 2: Central Kitchen Renovation Project Location





Contra  
Costa  
County

To: Board of Supervisors  
From: Maureen Toms, Oversight Board Secretary  
Date: January 5, 2021

Subject: Option Agreement for the Sale of a Housing Successor Property, Rodeo

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director to execute an Option to Purchase Agreement that gives EAH, Inc., a non-profit housing developer, the option to purchase from the County real property located at 710 Willow Avenue in Rodeo (Assessor's Parcel No. 357-120-074) for \$980,000, with an option term through November 1, 2021.

**FISCAL IMPACT:**

There is no negative impact on the General Fund. If the option is exercised, proceeds from the sale will be deposited into the Housing Successor Fund.

**BACKGROUND:**

Contra Costa County, in its capacity as housing successor to the Contra Costa County Redevelopment Agency (County) pursuant to Health and Safety Code Section 34176, owns certain real property located at 710 Willow Avenue in Rodeo. The subject site is a 0.98-acre portion of a 2.07-acre property that was acquired by the Contra Costa County Redevelopment Agency on March 5, 1998. The property was subsequently subdivided (MS98-00018) into two parcels to provide fifty affordable senior housing units on the northern parcel. The subject site is the undeveloped parcel south of the senior housing project and is on the Housing Asset Transfer list developed by the County and approved by the Department of Finance following the dissolution of Redevelopment.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Maureen Toms,  
925-674-7878

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## BACKGROUND: (CONT'D)

EAH, Inc. (EAH) is the non-profit developer that developed and manages the existing 50-unit senior project on the northern portion of the parcel, adjacent to the subject site. EAH is proposing to develop the subject site with approximately 67 affordable senior housing units. Staff is also exploring the inclusion of a senior center space on the site. Relocating the Rodeo Senior Center to this site would free up the existing County-owned site which houses the current senior center for disposition and/or development. These details would be determined through a subsequent Disposition and Development Agreement for the subject site.

The County entered into an Exclusive Negotiation Agreement with EAH on December 4, 2018. The parties will also negotiate all terms and conditions of a Disposition and Development Agreement (DDA) pursuant to the Exclusive Negotiation Agreement. The DDA is subject to approval by the Board of Supervisors. The Option to Purchase Agreement will provide the developer with additional site control, enabling EAH to apply for financing while the DDA is being finalized. The Option to Purchase Agreement includes requirements for the Optionee to obtain entitlements for the development, secure financing, enter into a construction contract, and comply with environmental reviews.

Because the property is a housing asset of the former Redevelopment Agency, its disposition is governed by the County, in its capacity as housing successor, and subject to the requirements of Health and Safety Code section 34176.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Option to Purchase Agreement is not approved, the financing of the proposed project could be delayed until after a DDA is negotiated and approved.

## ATTACHMENTS

Option Agreement

OPTION TO PURCHASE  
(Rodeo Senior Housing)

This Option to Purchase ("Agreement") is dated November 1, 2020, and is by and between the County of Contra Costa, a political subdivision of the State of California (the "County"), and EAH, Inc., a California nonprofit public benefit corporation ("Optionee").

**RECITALS**

A. The County, in its capacity as housing successor to the Contra Costa County Redevelopment Agency, is the owner of approximately 0.98 acres of real property located near Willow Avenue and San Pablo Avenue in Rodeo, California, having Assessor's Parcel Number 357-120-074, as more particularly described in Exhibit A (the "Property").

B. Because the Property is a housing asset of the former Redevelopment Agency, its disposition is governed by the County, in its capacity as housing successor, and is subject to the requirements of Health and Safety Code Section 34176.

C. The County and Optionee entered into an Exclusive Negotiating Rights Agreement dated November 12, 2019 (the "ENRA"), pursuant to which the County and Optionee agreed to negotiate in good faith the terms of a Disposition and Development Agreement ( the "DDA") regarding the development of the Property.

D. Optionee desires to develop the Property with approximately 67 units of housing for low income seniors and related community services (the "Project").

E. In order to apply for Project financing, Optionee desires to obtain from the County, and the County desires to grant to Optionee, upon the specific terms and conditions set forth in this Agreement, the exclusive right and option to purchase the Property.

F. During the term of this Agreement the County and Optionee will continue to negotiate the terms of the DDA.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

Section 1. Grant of Option. the County grants to Optionee the option to purchase the Property for the purpose of constructing, developing and operating the Project, and for the consideration and under the terms and conditions set forth in this Agreement, the ENRA and the DDA (the "Option").

Section 2. Term of Option: Exercise.

a. Term and Extension of Term. The term of the Option (the "Term") commences on the date of this Agreement and ends on the earliest to occur of: (i) November 1, 2021 (as such date may be extended below), (ii) the execution of the DDA, and (iii) the

occurrence of a Default Termination (as defined in Section 11 below). So long as the Optionee is not then in default under this Agreement or any other agreements with the County, Optionee may request an extension of the Term to enable the Option to be coterminous with the ENRA.

b. Expiration.

i. The Option will automatically expire at midnight on the last day of the Term. If the expiration of the Term falls on a Saturday, Sunday or legal holiday in the State of California, then the Option may be exercised on the next following business day.

ii. During the Term the ENRA will remain in full force and effect unless terminated by its terms. In the event that the ENRA is terminated and is not superseded by a DDA, this Agreement will automatically terminate

iii. If the parties enter into a DDA, this Agreement will automatically terminate and the purchase of the Property will be governed solely by the terms of the DDA.

iv. Upon termination of the Option and a written request by the County, Optionee shall sign and deliver a quitclaim deed or such other document as may be reasonably required by the County to evidence the termination of the Option.

c. Exercise of Option. At any time before the expiration of the Term, subject to the Exercise Conditions defined in Section 4 below, and so long as Optionee is not then in default under this Agreement or any other agreements with the County, Optionee may exercise the Option by giving written notice to the County (the "Option Notice"). The Option Notice shall specify a date for closing which shall be at least sixty (60) calendar days after the date of the Option Notice, or such additional time as may be mutually agreed to by the parties.

Section 3. Option Consideration. Concurrently with the execution of this Agreement, Optionee shall pay and deliver to the County the sum of Ten Dollars (\$10.00) as separate and independent consideration ("Independent Consideration") for the County's execution of this Agreement and agreement to grant the Option on and subject to the terms and conditions of this Agreement. The Independent Consideration is non-refundable to Optionee in the event this Agreement terminates prior to Optionee's exercise of the Option and shall not be credited towards any amount owed by Optionee to the County in connection with the acquisition of the Property and development of the Project.

Section 4. Conditions Precedent to Exercise of Option. Optionee's right to exercise the Option pursuant to Section 2 above is expressly subject to Section 5 below and the satisfaction of the following conditions precedent (the "Exercise Conditions"). The Exercise Conditions are for the sole and exclusive benefit of the County, and may not be waived, amended, or otherwise modified except by the County

a. Optionee and the County have executed the DDA and all other implementing documents, consistent with the terms and conditions of this Agreement.

b. Optionee shall have obtained all governmental permits and approvals necessary for conveyance of the Property and construction of the Project, including without limitation, building permits and approval of the County Board of Supervisions pursuant to Health and Safety Code Section 33433.

c. Optionee shall have secured all financing necessary for the construction of the Project as determined by the County.

d. Optionee shall have obtained the County's approval of all final construction plans and specifications and the construction contract for the Project.

e. All applicable environmental review have been completed, including but not limited to review under the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA"), if applicable.

If the Exercise Conditions have not occurred by the expiration of the Term, the County may terminate this Agreement, and neither party shall have any further rights or obligations hereunder.

Section 5. Environmental Review. Optionee acknowledges that the environmental review process under CEQA may involve preparation and consideration of additional information, as well as consideration of input from interested organizations and individuals; that approval or disapproval of the Project following completion of the environmental review process is within the sole, complete, unfettered, and absolute discretion of the County without limitation by or consideration of the terms of this Agreement and that the County makes no representation regarding the ability or willingness of the County to approve the Project at the conclusion of the environmental review process required by CEQA, or regarding the imposition of any mitigation measures as conditions of any approval that may be granted. The County retains the absolute sole discretion to (i) modify the Project as may be necessary to comply with CEQA and modifications that are necessary to mitigate impacts of the Project, (ii) select other feasible alternatives to avoid significant environmental impacts, (iii) balance the benefits of the Project against any significant environmental impacts prior to taking final action, if such significant impacts cannot otherwise be avoided, (iv) determine not to proceed with the Project, or (v) modify the project for consistency with adopted County plans. The Optionee recognizes that, as a result of the environmental review process, the County has the absolute discretion and right to terminate this Agreement, and no cost shall be incurred by the County as a result of such termination. In addition, Optionee acknowledges that any required approvals by any other local, state or federal agency may require additional environmental review, and that any approval by the County may not bind any other local, state or federal agency to approve the Project. If the County approves the Project following completion of the environmental review process and such approval is conditioned upon implementation of specified environmental mitigation measures, Optionee shall be responsible for implementing such mitigation measures as part of the Project.

Section 6. Terms of the DDA. During the Term, Optionee and the County shall negotiate in good faith to complete all of the terms and conditions of the DDA pursuant to the ENRA. The County shall prepare the DDA. The DDA shall not be effective until the date on

which the County has obtained the necessary approvals to enter into the DDA. The DDA will include the following terms:

a. Purchase Price. The purchase price for the Property (the "Purchase Price") will be Nine Hundred Eighty Thousand Dollars (\$980,000) which is the fair market value of the Property as determined by an appraisal, subject to change based on any appraisal updates and as permitted by the California Tax Credit Allocation Committee.

b. Transfer of the Property. The Property will be transferred in an as-is condition with no warranties or representations from the County concerning the condition of the Property.

c. County Financing. The County shall provide seller carry back financing to Optionee in the amount of the Purchase Price.

d. Predevelopment Obligations. Optionee will be required to perform the predevelopment obligations, including (i) securing financing for construction and operation of the Project, (ii) obtaining all Project land use approvals and entitlements, and (iii) completing architectural and construction plans.

e. Construction of the Project. Optionee will be required to construct the Project in compliance with all applicable laws, codes (including building codes and codes applicable to mitigation of disasters, such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies, and in compliance with specific County requirements including but not limited to those pertaining to accessibility, equal opportunity, and the payment of prevailing wages.

f. Project Use. Optionee will be required to use the Property only for the construction, development, and operation of the Project and such other uses as are reasonably and customarily attendant to such uses. The County will record a regulatory agreement upon the sale of the Property requiring the Project to be operated for affordable housing purposes.

Section 7. Closing.

a. Purchase of the Property. The County shall sell the Property to Optionee, and Optionee shall purchase the Property from the County for the Purchase Price.

b. Payment of Purchase Price. Optionee shall pay the purchase price r by execution of a promissory note by Optionee to the County, payable from residual receipts of the Project.

c. Execution of Documents. The County shall execute a grant deed (the "Deed"), a memorandum of the DDA, and a regulatory agreement all of which will be recorded against the Property in the real property records of Contra Costa County, California.

d. Expenses. All expenses, fees or costs (except attorneys' fees and costs) incurred in close of escrow, including but not limited to city and county documentary transfer

tax, conveyance taxes, recording charges for the Deed (if any), and costs of title insurance will be borne by the Optionee. Each party shall bear its own attorneys' fees and costs.

Section 8. Right to Enter. During the Term, Optionee will have the right to enter the Property in accordance with the permission granted by the County in the ENRA.

Section 9. Permits and Approvals. During the Term, Optionee may meet with all city, County, and other governmental entities to discuss matters relating to the Project. The County agrees to cooperate with Optionee in any such matters and execute any and all documents or join in any applications that may be required to obtain approval of the proposed development of the Property by any other agency having jurisdiction. Optionee shall bear all costs related to seeking approvals for the Project.

Section 10. Notices. Optionee shall promptly notify the County in writing of any and all of the following:

- a. Any litigation known to Optionee materially affecting Optionee, and of any claims or disputes that involve a material risk of litigation;
- b. Any material adverse change in Optionee's financial condition, any material adverse change in Optionee's operations, or any change in the management of Optionee; and
- c. Any other circumstance, event, or occurrence that results in a material adverse change in Optionee's ability to timely perform any of its obligations under this Agreement.

Section 11. Default and Termination. In the event: (i) of a breach or violation of any of the obligations of Optionee under this Agreement, which violation is not cured within ten (10) days after delivery of written notice thereof by the County to Optionee; or (ii) that Optionee is in default under any other agreement with the County pertaining to the Project or Property (including the ENRA), and such event of default remains uncured after passage of the applicable notice and cure period then, in addition to any other rights and remedies it may have at law or in equity, the County may terminate this Agreement (a "Default Termination"). The County may terminate this Agreement due to a Default Termination by delivering a termination notice in writing to Optionee after the expiration of the cure period described above. Upon the date of delivery of such termination notice to Optionee, this Agreement will be terminated, and neither party will have any further rights or obligations under this Agreement except those that expressly survive termination.

Section 12. Notices and Communications. All notices or other communications made pursuant to this Agreement must be in writing and will be deemed properly delivered, given or served to the parties at the following addresses when (i) mailed by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery service, charges prepaid with a delivery receipt, or (iii) personally delivered when a delivery receipt is obtained.

County: County of Contra Costa  
Department of Conservation and Development

30 Muir Road  
Martinez, CA 94553  
Attention: Deputy Director

Optionee: EAH, Inc.  
22 Pelican Way  
San Rafael, CA 94901  
Attn: President

All notices so delivered, mailed or sent will be deemed received as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the notice was returned as undeliverable. Either party may change its address for the purposes of this paragraph by giving prior written notice of the change to the other party in the manner provided in this Section 12.

Section 13. Nondiscrimination. Optionee covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Optionee or any person claiming under or through Optionee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

Section 14. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

Section 15. Discretion Retained By County. The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the construction of the Project.

Section 16. Waivers. Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Optionee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Optionee to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Optionee may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 17. Indemnification. Optionee shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) that arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and the development, construction, marketing and operation of the Project, except to the

extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. This obligation to indemnify survives termination of this Agreement.

Section 18. Assignment of Option. Optionee may not assign its rights and/or obligations under this Agreement without the prior written consent of the County.

Section 19. Binding Effect. This Agreement and its terms and conditions bind and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

Section 20. Time. Time is of the essence of this Agreement.

Section 21. Further Documents. Upon the reasonable request of the other party, each party will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement, including escrow instructions.

Section 22. Recitals; Exhibits. All recitals set forth above and exhibits attached to this Agreement and referred to in this Agreement are incorporated into this Agreement by this reference as though they were fully set forth in this Agreement.

Section 23. Commission. Each party to this Agreement represents to the other party that it has not engaged or used the services of any person, firm or corporation that may claim a broker's commission or finder's fee upon execution of this Agreement.

Section 24. Captions. The captions of the paragraphs of this Agreement are for convenience and reference only, and the words contained in the captions may not be held to explain, modify, amplify or aid in the interpretations, constructions or meaning of the provisions of this Agreement.

Section 25. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 26. Counterparts. This Agreement may be executed in counterparts.

Section 27. Entire Agreement; Signatures. This Agreement and the ENRA contain the entire agreement between the parties with respect to the matters set forth in this Agreement and the ENRA, and supersede all prior agreements between the parties with respect to such matters.

Section 28. Governing Law. This Agreement is governed by the laws of the State of California.

Section 29. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the County shall be personally liable to the Optionee in the event of any

default or breach of this Agreement by the County, or for any amount that may become due to Optionee or any of its successors in interest.

***Remainder of Page Left Intentionally Blank***

IN WITNESS WHEREOF, Optionee and the County are executing this Agreement as of the date first written above.

**COUNTY:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and Development

**OPTIONEE:**

EAH, Inc., a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

EXHIBIT A  
Property Description



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Memorandum of Understanding #28-924-2 with the California Department of Public Health

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Memorandum of Understanding (MOU) #28-924-2 containing mutual indemnification language, with California Department of Public Health (CDPH) to allow CDPH to provide COVID-19 contact tracing, for the period from January 1, 2021 through June 30, 2021.

**FISCAL IMPACT:**

This is a nonfinancial agreement.

**BACKGROUND:**

California Governor Gavin Newsom issued a Proclamation of a State of Emergency on March 4, 2020 based on the spread of the COVID-19 pandemic; and the County proclaimed a local emergency on March 10, 2020, which was ratified by its Board of Supervisors on March 10, 2020; and those emergency declarations remain in effect based on ongoing emergency conditions relating to COVID-19.

On July 14, 2020, the Board of Supervisors approved MOU #28-924 with CDPH for 30 COVID-19 contact tracers, for the period June 28, 2020 through December 31, 2020. On October 13, 2020, the Board of Supervisors approved Amendment Agreement #28-924-1 which amended the MOU to increase the number of contact tracers to 50.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Anna Roth,  
925-957-5403

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of this MOU #28-924-2 with the CDPH will assign up to 100 State employees to assist Contra Costa County with critically needed case investigation and contact tracing to contain the spread of COVID-19, through June 30, 2021. This MOU includes agreements to indemnify, defend and hold harmless the other party from any claims arising out of, or in connection with, the performance of this agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this MOU is not approved, the County will not receive additional COVID-19 contact tracers to assist with the County's prevention efforts.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 5, 2021

Subject: Conflict of Interest Code of the Mt. View Sanitary District

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**RECOMMENDATION(S):**

APPROVE amendments to the list of designated positions in Appendix A of the Mt. View Sanitary District's Conflict of Interest Code.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Mt. View Sanitary District has amended Appendix A to its conflict of interest code and submitted the revised Appendix, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5. The list of designated positions in Appendix A has been revised to add and delete positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code for the Mt. View Sanitary District accurately reflects its current positions and organizational structure. The changes are shown on the attached "red-line" version of Appendix A included as Exhibit B.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Cynthia A. Schwerin, Deputy  
County Counsel, (925) 655-2200

Monica Nino, County Administrator and Clerk of the Board of  
Supervisors

By: , Deputy

cc: Monica Nino, Clerk of the Board of Supervisors, Cynthia A. Schwerin, Deputy County Counsel, Stephanie L. Seregin, Board Secretary, Mt. View Sanitary District

ATTACHMENTS

Exhibit A - Conflict of Interest Code Appendix A for the Mt. View Sanitary District

Exhibit B - Conflict of Interest Code Appendix A for the Mt. View Sanitary District -  
REDLINE

**ORDINANCE NO. 2020-130**  
**(GENERAL REGULATION NO. 130)**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF MT. VIEW SANITARY DISTRICT ADOPTING GENERAL REGULATION NO. 130 AMENDING THE CONFLICT OF INTEREST CODE FOR THE DISTRICT**

**WHEREAS**, by way of Ordinance 2000-79 (General Regulation No 79) adopted October 12, 2000, a new Conflict of Interest Code for the District was enacted; and

**WHEREAS**, said Conflict of Interest Code was amended by Ordinance No. 2002-83 (General Regulation No. 83), adopted March 14, 2002; and

**WHEREAS**, said Conflict of Interest Code was amended by Ordinance 2002-85 (General Regulation No. 85), adopted October 10, 2002; and

**WHEREAS**, said Conflict of Interest Code was amended by Ordinance No. 2005-89 (General Regulation No. 89), adopted May 12, 2005; and

**WHEREAS**, said Conflict of Interest Code was amended by Ordinance No. 2006-92 (General Regulation No. 92) adopted August 14, 2006; and

**WHEREAS**, said Conflict of Interest Code was amended by Ordinance No. 2008-96 (General Regulation No. 96) adopted July 10, 2008; and

**WHEREAS**, said Conflict of Interest Code was amended by Ordinance No. 2010-104 (General Regulation No. 104) adopted November 15, 2010; and

**WHEREAS**, said Conflict of Interest Code was amended by Ordinance No. 2012-108 (General Regulation No. 108) adopted December 13, 2012; and

**WHEREAS**, said Conflict of Interest Code was amended by Ordinance No. 2015-117 (General Regulation No. 117) adopted November 12, 2015; and

**WHEREAS**, said Conflict of Interest Code was amended by Ordinance No. 2018-124 (General Regulation No. 124) adopted November 8, 2018; and

**WHEREAS**, said Conflict of Interest Code was amended by Ordinance No. 2019-128 (General Regulation No. 128) adopted September 12, 2019; and

**WHEREAS**, by prior action of the Board of Directors, the positions of Environmental Service Manager and Collections Maintenance Lead were created, and the positions of Assistant District Manager and Maintenance Scheduler Planner were eliminated; and

**WHEREAS**, it has been determined that the District's Conflict of Interest Code requires amendment to add the positions of Environmental Service Manager and Collections Maintenance Lead and identify their respective reporting requirements, and

**WHEREAS**, it has been determined that the District's Conflict of Interest Code requires further amendment to remove the positions of Assistant District Manager and Maintenance Scheduler Planner and to correct the position titles of the CFO/Administrative Services Manager and Lead Wastewater Operator; and

**WHEREAS**, at its August 13, 2020 meeting, the Board authorized the timely transmission of correspondence to the Contra Costa County Clerk of the Board of Supervisors regarding the anticipated amendment of the Conflict of Interest Code for the Mt. View Sanitary District and set a Public Hearing on the amendment for October 8, 2020.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MT. VIEW  
SANITARY DISTRICT DOES ORDAIN AS FOLLOWS:**

Section 1. The positions of Environmental Service Manager and Collections Maintenance Lead are added to the list of positions required to file statements of economic interest, the position titles of the CFO/Administrative Services Manager and Lead Wastewater Operator are corrected and the positions of Assistant District Manager and Maintenance Scheduler Planner are removed and Appendix "A" of the District's Conflict of Interest Code is so amended. The revised Appendix "A" is attached hereto and made a part hereof. All designated positions shall file statements of economic interest in conformance with the disclosure categories applicable to said position. The disclosure categories are more particularly described in Appendix "B" to Ordinance 2000-79.

Section 2. All provisions of Ordinance 2000-79 are hereby declared applicable to the positions set forth in Appendix "A".

Section 3. Upon its adoption, the Board Secretary is directed to forward a certified copy of this Ordinance to the Clerk of the Board of Supervisors and the County Administrator of Contra Costa County.

Section 4. Except as amended herein, Ordinance 2000-79 remains in full force and effect.

Section 5. Copies of this Ordinance and General Regulation shall be entered in the Minutes of the District Board, posted by the Board Secretary in at least 3 public places in the District and published in accordance with California Health and Safety Code Section 6490. The effective date of the Ordinance and General Regulation shall be upon expiration of the week following publication and posting.

**THE FOREGOING ORDINANCE** was regularly moved, seconded, passed and adopted and ordered published in accordance with Health & Safety Code Section 6490 at a regular meeting of the District Board of Mt. View Sanitary District held on October 8, 2020, by the following vote:

AYES:	Directors Danley, and Caldwell, Vice President Schaal, and President Pyka
NOES:	None
ABSENT:	Director Maggi
ABSTAIN:	None

  
\_\_\_\_\_  
Gregory T. Pyka, President  
Mt. View Sanitary District

ATTEST:

  
\_\_\_\_\_  
Stephanie L. Seregin, Board Secretary  
APPROVED AS TO FORM:

  
\_\_\_\_\_  
J. Daniel Adams, District Legal Counsel

APPROVED AS TO ADMINISTRATION

  
\_\_\_\_\_  
Lilia M. Corona, District Manager

I hereby certify that the foregoing Ordinance was duly passed, enacted and ordered published and posted at a regular meeting of the Board of Directors of the Mt. View Sanitary District held on October 8, 2020.

  
\_\_\_\_\_  
Stephanie L. Seregin, Board Secretary

**APPENDIX "A"**  
**ORDINANCE NO. 2020-130**  
**MVSD CONFLICT OF INTEREST CODE**

<b><u>POSITION</u></b>	<b><u>DISCLOSURE CATEGORY</u></b>
(a) Board Secretary/Executive Assistant	All categories
(b) CFO/Administrative Services Manager	All categories
(c) Collection Maintenance Lead	Categories A, B, C & D
(d) Consultant*	All categories*
(e) Director (includes President and Vice President)	All categories
(f) District Assistant Legal Counsel	All categories
(g) District Biologist	All categories
(h) District Engineer	All categories
(i) District Legal Counsel	All categories
(j) District Manager	All categories
(k) Environmental Services Manager	All categories
(l) Laboratory Analyst	Categories A, B, C & D
(m) Lead Wastewater Operator	Categories A, B, C & D
(n) Wastewater Operations Manager / CPO	All categories

\*The District Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The District 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.

SECRETARY'S CERTIFICATE

I, Stephanie L. Seregin, Board Secretary to the Mt. View Sanitary District, do hereby certify as follows:

The foregoing is a full, true, and correct copy of an ordinance duly adopted at a regular meeting of the Board of Directors of said District, duly and regularly and legally held a virtual meeting via Zoom thereof on October 8, 2020, of which meeting all of the members of said Board had due notice and at which a majority thereof was present.

At said meeting said ordinance was upon motion duly seconded and adopted by the vote as therein set forth.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said ordinance is duly entered of record in the minutes and the foregoing is a full, true and correct copy of the original ordinance adopted at said meeting and entered in said minutes.

Said ordinance has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: October 8, 2020

  
STEPHANIE L. SEREGIN, BOARD SECRETARY  
OF THE DISTRICT BOARD OF MT. VIEW SANITARY  
DISTRICT, COUNTY OF CONTRA COSTA,  
STATE OF CALIFORNIA

**APPENDIX "A"**  
**ORDINANCE NO. ~~2020019~~-**  
**MVSD CONFLICT OF INTEREST CODE**

<b><u>POSITION</u></b>	<b><u>DISCLOSURE CATEGORY</u></b>
(a) <del>CFO/Administrative Services Manager</del> Board Secretary / Executive Assistant	All categories
(b) <del>Board Secretary / Executive Assistant</del> Assistant District Manager CFO/Administrative Services Manager	<del>All categories</del> All categories
(c) <del>Collection Maintenance Lead</del> Board Secretary / Executive Assistant	<del>Categories A, B, C &amp; D</del> All categories
(d) Consultant*	All categories*
(e) Director (includes President and Vice President	All categories
(f) District Assistant Legal Counsel	All categories
(g) District Biologist	All categories
(h) District Engineer	All categories
(i) District Legal Counsel	All categories
(j) District Manager	All categories
(k) <del>Environmental Services Manager</del> Laboratory Analyst	<del>All categories</del> Categories A, B, C & D
(l) <del>Laboratory Analyst</del> Maintenance Planner / Scheduler	<del>Categories A, B, C &amp; D</del> Categories A, B, C & D
(m) <del>Lead Wastewater Operator</del> Wastewater Lead Operator	<del>Categories A, B, C &amp; D</del> Categories A, B, C & D
(n) Wastewater Operations Manager / CPO	All categories

\*The District Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The District 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.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 5, 2021

Subject: Conflict of Interest Code Amendment for the Contra Costa County Library

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**RECOMMENDATION(S):**

APPROVE amendments to the Conflict of Interest Code of the Contra Costa County Library ("Library").

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Library has amended the List of Designated Positions of its Conflict of Interest Code and submitted the revised Code, attached as Exhibit A, to the Board of Supervisors for approval pursuant to Government Code sections 87306 and 87306.5.

The recommended changes include the addition and deletion of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the Library. A red-lined version of the Conflict of Interest Code is included as Exhibit B.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Cynthia A. Schwerin, Deputy  
County Counsel, (925) 655-2200

Monica Nino, County Administrator and Clerk of the Board of  
Supervisors

By: , Deputy

cc: Monica Nino, Clerk of the Board of Supervisors, Cynthia A. Schwerin, Deputy County Counsel, Alison McKee, Interim County Librarian

ATTACHMENTS

Exhibit A - Conflict of Interest Code for the Contra Costa County Library

Exhibit B - Conflict of Interest Code for the Contra Costa County Library -  
REDLINE

**APPENDIX "A"****CONFLICT OF INTEREST CODE FOR THE  
CONTRA COSTA COUNTY LIBRARY**

The Political Reform Act, Government Code Section 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 California Code of Regulations, previously called the California Administrative Code, Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings 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 and, along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, constituting the conflict of interest code for the Contra Costa County Library.

Designated employees shall file statements of economic interests with the agency who will make the statements available for public inspection and reproduction. (Government Code Section 81008). Upon receipt of the statements of the County Librarian, the agency shall make and retain a copy and forward the original of these states to the Clerk of the Board of Supervisors. Statements for all other designated employees will be retained by the agency.

**APPENDIX "B"**

**CONFLICT OF INTEREST CODE  
OF THE  
COUNTY LIBRARY OF CONTRA COSTA COUNTY**

**DESIGNATED POSITIONS**

**DISCLOSURE CATEGORY**

County Librarian	1
Administrative Services Officer	1
Departmental Personnel Officer	1
Deputy County Librarians	2
Library Collection Development & Technical Services Manager	2
Adult Literacy Program Manager	2

## APPENDIX "C"

CONFLICT OF INTEREST CODE  
OF THE  
COUNTY LIBRARY OF CONTRA COSTA COUNTY

DISCLOSURE CATEGORIESGeneral Rule.

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

1. Designated Employees in Category "1" must report:

- (a) All investments, interests in real property, and income, 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 planning to do business in the County (and such plans are known by the designated employee) or 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, which 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.

2. Designated Employees in Category "2" must report:

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, which has within the last two years contracted, or foreseeably may contract, with Contra Costa County to provide services, supplies, materials, machinery or equipment to the County Library.

## APPENDIX "A"

CONFLICT OF INTEREST CODE FOR THE  
CONTRA COSTA COUNTY LIBRARY

The Political Reform Act, Government Code Section 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 California Code of Regulations, previously called the California Administrative Code, Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings 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 and, along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, constituting the conflict of interest code for the Contra Costa County Library.

Designated employees shall file statements of economic interests with the agency who will make the statements available for public inspection and reproduction. (Government Code Section 81008). Upon receipt of the statements of the County Librarian, the agency shall make and retain a copy and forward the original of these states to the Clerk of the Board of Supervisors. Statements for all other designated employees will be retained by the agency.

APPENDIX "B"

CONFLICT OF INTEREST CODE  
OF THE  
COUNTY LIBRARY OF CONTRA COSTA COUNTY

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

County Librarian	1
Administrative Services Officer (2)	1
Departmental Personnel Officer	1
Deputy County Librarians (3)	2
<del>Information Projects Manager</del>	<del>2</del>
<del>Library Reading and Literacy Manager</del>	<del>2</del>
Library Collection Development & Technical Services Manager	2
Adult Literacy Program Manager	2

## APPENDIX "C"

CONFLICT OF INTEREST CODE  
OF THE  
COUNTY LIBRARY OF CONTRA COSTA COUNTY

DISCLOSURE CATEGORIESGeneral Rule.

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

1. Designated Employees in Category "1" must report:

- (a) All investments, interests in real property, and income, 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 planning to do business in the County (and such plans are known by the designated employee) or 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, which 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.

2. Designated Employees in Category "2" must report:

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, which has within the last two years contracted, or foreseeably may contract, with Contra Costa County to provide services, supplies, materials, machinery or equipment to the County Library.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 5, 2021

Subject: Conflict of Interest Code for First 5 Contra Costa Children and Families Commission

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**RECOMMENDATION(S):**

APPROVE amendments to the Contra Costa Children and Families Commission (First 5) Conflict of Interest Code.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

First 5 has amended its Conflict of Interest Code and submitted the revised Code, attached as Exhibit A, to the Board of Supervisors for approval pursuant to Government Code sections 87306 and 87306.5.

The recommended changes include the addition and deletion of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by First 5. A red-lined version of the Conflict of Interest Code is included as Exhibit B.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Cynthia A. Schwerin, Deputy  
County Counsel, (925) 655-2200

Monica Nino, County Administrator and Clerk of the Board of  
Supervisors

By: , Deputy

cc: Monica Nino, Clerk of the Board of Supervisors, Cynthia A. Schwerin, Deputy County Counsel, Ruth Fernandez, Executive Director, First Five

ATTACHMENTS

Exhibit A - Conflict of Interest Code for First 5

Exhibit B - Conflict of Interest Code for First 5 -  
REDLINE



**CONFLICT OF INTEREST CODE  
OF THE  
CONTRA COSTA COUNTY  
CHILDREN AND FAMILIES COMMISSION**

**Adopted December 6, 1999  
Approved by the Contra Costa Board of Supervisors February 1, 2000  
Revised and adopted February 7, 2011  
Revised and adopted October 28, 2020**

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 of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it 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 Regulation Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Exhibit "A" designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Contra Costa County Children and Families Commission.

Designated employees shall file their statements with the Executive Director who shall transmit the originals to the County Clerk and obtain for his records conformed copies evidencing such filings. The Executive Director will retain and will make copies of the statements available for public inspection and reproduction. (Gov. Code 81008)"



EXHIBIT "A"

<u>Designated Positions</u>	<u>Disclosure Category</u>
Commissioners	1
Executive Director	1
Deputy Director	1
Director of Finance and Operations	1
Program Officers	2
Managers	2
*Consultants	1

\*The Executive Director may determine in writing that a consultant is hired to perform a range of duties that is limited in scope and thus is not required to comply with disclosure requirements. The written determination is a public record and shall be retained for public inspection.



**CONFLICT OF INTEREST CODE  
OF THE  
CONTRA COSTA COUNTY  
CHILDREN AND FAMILIES COMMISSION**

**Adopted December 6, 1999**

**Approved by the Contra Costa Board of Supervisors February 1, 2000**

**Revised and adopted February 7, 2011**

**Revised and adopted October 28, 2020**

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 of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing it 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 Regulation Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Exhibit "A" designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Contra Costa County Children and Families Commission.

Designated employees shall file their statements with the Executive Director who shall transmit the originals to the County Clerk and obtain for his records conformed copies evidencing such filings. The Executive Director will retain and will make copies of the statements available for public inspection and reproduction. (Gov. Code 81008)"



EXHIBIT "A"

<u>Designated Positions</u>	<u>Disclosure Category</u>
Commissioners	1
Executive Director	1
Deputy Director	1
Director of Finance and Operations	1
<del>Contracts Manager</del>	<del>2</del>
<del>Evaluation Manager</del>	<del>2</del>
<del>Public Affairs Manager</del>	<del>2</del>
Program Officers	2
Managers	2
*Consultants	1

\*The Executive Director may determine in writing that a consultant is hired to perform a range of duties that is limited in scope and thus is not required to comply with disclosure requirements. The written determination is a public record and shall be retained for public inspection.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: January 5, 2021

Subject: DECLINATION TO ISSUE TRANS ON BEHALF OF THE ANTIOCH, MT. DIABLO AND PITTSBURG UNIFIED SCHOOL DISTRICTS

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/22 approving a request by the Antioch Unified School District, Mt. Diablo Unified School District and the Pittsburg Unified School District to allow the school districts to issue tax revenue anticipation notes (TRANS) on their own behalf, pursuant to Government Code section 53853(b), in lieu of the County issuing TRANS for the school districts.

**FISCAL IMPACT:**

No fiscal impact to the County.

**BACKGROUND:**

Government Code section 53853(a) provides that a County shall issue tax and revenue anticipation notes (TRANS) on behalf of a school district within 45 days of a school district making such a request by resolution. Should a County not issue TRANS within the 45 day period or decline to issue the TRANS, the requesting school district may issue the TRANS on it's own behalf.

Today's action declines to issue TRANS for the Antioch, Mount Diablo and Pittsburg Unified School Districts at the request of the Districts to allow them to issue TRANS as a pool. Issuing TRANS as a pool allows each agency

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Timothy Ewell, (925)  
655-2043

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

to participate in a single issuance of TRANs and sharing in the proceeds, reducing costs of issuance.

County staff has conferred with representatives of the Contra Costa County Board of Education about the proposal and are in agreement that the proposed structure is in the best interest of the school districts making the request.

Attached for information is a letter from Ms. Meredith Johnson of the law firm Dannis Woliver Kelley, bond counsel to the school districts, making the request to the County to decline to issue TRANs on behalf of the school districts. In addition, TRAN issuance resolutions from each school district are attached for the public record.

CONSEQUENCE OF NEGATIVE ACTION:

The County will either need to issue TRANS on behalf of the Districts or take no action for 45 days after the date by which each District approved a resolution to issue TRANs. At that point, each District may issue TRANs on its own behalf.

CHILDREN'S IMPACT STATEMENT:

TRANs are a short term financing vehicle to assist governmental entities, including school districts, with cash flow needs.

ATTACHMENTS

Resolution 2021/22

Letter Requesting Pooled Tax and Revenue Anticipation Notes, December 16, 2020

Resolution - Antioch Unified School District

Resolution - Mt. Diablo Unified School District

Resolution - Pittsburg Unified School District

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

Adopted this Resolution on 01/05/2021 by the following vote:

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2021/22**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA DENYING THE REQUESTS OF ANTIOCH UNIFIED SCHOOL DISTRICT, MT. DIABLO UNIFIED SCHOOL DISTRICT AND PITTSBURG UNIFIED SCHOOL DISTRICT THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA AUTHORIZE THE ISSUANCE AND SALE OF TAX AND REVENUE ANTICIPATION NOTES ON BEHALF OF SUCH DISTRICTS**

**WHEREAS**, Antioch Unified School District, Mt. Diablo Unified School District and Pittsburg Unified School District (collectively, the “Districts”) each desire to issue a tax and revenue anticipation note (a “TRAN”) for the 2020-21 fiscal year to address cash flow needs resulting from the State of California’s deferral of the payment of certain principal apportionments to the Districts from fiscal year 2020-21 to fiscal year 2021-22; and

**WHEREAS**, none of the Districts have been accorded fiscal accountability status under Section 42647 or Section 62650 of the California Education Code; and

**WHEREAS**, for school districts that have not been accorded fiscal accountability status, California Government Code Section 53853 provides that as soon as possible following receipt of a resolution of the governing board of such school district requesting the borrowing, the county board of supervisors is to issue a TRAN on behalf of such school districts; and

**WHEREAS**, Section 53853 further provides that if the county board of supervisors fails to authorize, by resolution, the issuance of the TRANs within forty-five (45) calendar days following receipt of the resolution of the governing board of the school district, or if the county board of supervisors notifies the school district that it will not authorize that issuance within that forty-five (45) day period, then the note or notes may be issued by the school district in its name pursuant to the previously adopted resolution, provided that the note or notes of a school district are to be issued in conjunction with a note or notes of one or more other county board of education, school district, charter school or community college district; and

**WHEREAS**, the Board of Education of Antioch Unified School District adopted Resolution No. 2020-21-20 on December 16, 2020 (“Resolution No. 20-21-20”), requesting that the Board of Supervisors authorize the issuance and sale of a TRAN on behalf of the District and further requesting that should the Board of Supervisors deny the request of the District to issue the TRAN that the Board of Supervisors exercise its option to notify the District that it will not authorize the issuance of the TRAN on behalf of the District within the forty-five (45) day period, and provide notice of such action to the District; and

**WHEREAS**, the Board of Education of Mt. Diablo Unified School District adopted Resolution No. 20/21-35 on November 9, 2020 (“Resolution No. 20/21-35”), requesting that the Board of Supervisors authorize the issuance and sale of a TRAN on behalf of the District and further requesting that should the Board of Supervisors deny the request of the District to issue the TRAN that the Board of Supervisors exercise its option to notify the District that it will not authorize the issuance of the TRAN on behalf of the District within the forty-five (45) day period, and provide notice of such action to the District; and

**WHEREAS**, the Board of Trustees of Pittsburg Unified School District adopted Resolution No. 20-12 on November 18, 2020 (“Resolution No. 20-12”), requesting that the Board of Supervisors authorize the issuance and sale of a TRAN on behalf of the District and further requesting that should the Board of Supervisors deny the request of the District to issue the TRAN that the Board of Supervisors exercise its option to notify the District that it will not authorize the issuance of the TRAN on behalf of the District within the forty-five (45) day period, and provide notice of such action to the District; and

**WHEREAS**, the County received a letter from bond counsel representing each of school districts above on December 16, 2020 requesting that the Board of Supervisors not issue a TRAN on behalf of each of the school districts and further requesting that the Board make a determination to that effect prior to the forty-five (45) day period allowing each of the school districts to expedite issuance of TRANs on their own behalf; and

**WHEREAS**, this action by the Board of Supervisors will enable the Districts to issue a TRAN in conjunction with each other, each issuing their own TRAN which will be pooled with each TRAN of the other Districts under a trust agreement and sold on the same day pursuant to one Official Statement in order to be cost effective and efficient; and

**WHEREAS**, County staff have conferred with staff from the Contra Costa County Office of Education about the proposed method of finance, specifically forming a TRAN pool between the Districts and staff from the Contra Costa County Office of Education were supportive of the structure; and

**WHEREAS**, the Districts have submitted Resolution No. 2020-21-20, Resolution No. 20/21-35 and Resolution No. 20-12 to the Board of Supervisors for consideration;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1. Recitals.** That all of the above recitals are true and correct.

**Section 2. Notice.** At the request of the Districts and pursuant to Government Code Section 53853(b) of the State of California, the Board of Supervisors of the County of Contra Costa hereby notifies the Antioch Unified School District, the Mt. Diablo Unified School District and the Pittsburg Unified School District that it will not authorize the issuance of TRANs within 45 calendar days of receipt of a resolution from each District.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon its passage.

I hereby certify that this 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: Timothy Ewell, (925) 655-2043**

**ATTESTED: January 5, 2021**

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:**



DANNIS WOLIVER KELLEY

Attorneys at Law

MEREDITH B. JOHNSON

Attorney at Law

mjohnson@DWKesq.com

Long Beach

December 16, 2020

Candace Anderson  
Chair of the Board of Supervisors,  
c/o David Twa,  
County Administrator and Clerk of the Board  
1025 Escobar Street, 4<sup>th</sup> Floor  
Martinez, California 94553

Sharon L. Anderson, Esquire  
Contra Costa County Counsel  
1025 Escobar Street, 3rd Floor  
Martinez, CA 94553

Russell Watts  
Treasurer-Tax Collector  
of the County of Contra Costa  
625 Court Street, Room 100-102  
Martinez, California 94553

Lynn Mackey  
Contra Costa County Superintendent of Schools  
77 Santa Barbara Road  
Pleasant Hill, California 94523

Re: Contra Costa County Schools 2020-21 Pooled Tax and Revenue Anticipation Notes

Dear Ms. Anderson, Ms. Anderson, Mr. Watts, and Ms. Mackey:

We serve as bond counsel to Antioch Unified School District, Mt. Diablo Unified School, Oakley Union Elementary School District and Pittsburg Unified School District (each, a "School District" and collectively, the "School Districts") in connection with the issuance by each School District of a tax and revenue anticipation note (the "TRANS") intended to be sold in conjunction with each other on a pooled basis. None of the School Districts have fiscal accountability status.

Section 53853(a) of the Government Code of the State of California (the "Government Code") provides that tax and revenue anticipation notes of school districts shall be issued in the name of the school district by the county board of supervisors. However,

**SAN FRANCISCO**  
268 Bush Street, #3234  
San Francisco, CA 94104  
TEL 415.543.4111  
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**LONG BEACH**  
115 Pine Avenue  
Suite 500  
Long Beach, CA 90802  
TEL 562.366.8500  
FAX 562.366.8505

**SAN DIEGO**  
750 B Street  
Suite 2600  
San Diego, CA 92101  
TEL 619.595.0202  
FAX 619.702.6202

**CHICO**  
2485 Notre Dame Boulevard  
Suite 370-A  
Chico, CA 95928  
TEL 530.343.3334  
FAX 530.924.4784

**SACRAMENTO**  
555 Capitol Mall  
Suite 645  
Sacramento, CA 95814  
TEL 916.978.4040  
FAX 916.978.4039

**SAN LUIS OBISPO**  
1065 Higuera Street  
Suite 301  
San Luis Obispo, CA 93401  
TEL 805.980.7900  
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**BERKELEY**  
2087 Addison Street  
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December 16, 2020

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for tax and revenue anticipation notes issued by a school district in conjunction with another school district, Section 53853(b) provides an exception. If the county board of supervisors notifies the school district that it will not authorize the issuance of the tax and revenue anticipation note within 45 days of receipt of the district resolution requesting issuance, the school district may issue the tax and revenue anticipation note in its own name.

Each of the School Districts has adopted a resolution approving the issuance of a TRAN. Each TRAN is intended to be pooled with the TRANs of the other School Districts by a trustee bank and sold to investors in one or more series. Investors would purchase the right to receive an undivided interest in the principal and interest payments made by the School Districts in repayment of their TRANs. The TRANs would be sold by the School Districts to UBS Financial Services for re-sale to investors.

In order to expedite the issuance of the TRANs to meet cash-flow needs of the School Districts, we respectfully request that (i) the Contra Costa County Board of Supervisors exercise its option to notify the School Districts that it will not authorize the issuance of the TRANs within the 45-day period and (ii) provide notice to that effect by signing, scanning and emailing back the form of Notice attached as Exhibit A to Meredith Johnson of Dannis Woliver Kelley at [mjohnson@dwkesq.com](mailto:mjohnson@dwkesq.com). We greatly appreciate the County's cooperation.

As required under Section 53853 of the Government Code, enclosed please find the resolutions of the governing boards of the School Districts approving the issuance of the TRANs and, as required, requesting that the Board of Supervisors adopt a resolution authorizing the issuance of the TRANs in the name of the School Districts. However, we kindly request, on behalf of the School Districts, that the Board of Supervisors exercise its option to notify the School Districts that it will not issue the TRANs within the 45-day period so as to enable the School Districts to issue the TRANs on their own behalf for efficiency and expediency.

Sincerely,

DANNIS WOLIVER KELLEY



Meredith B. Johnson

MBJ:ear

**EXHIBIT A**

[CONTRA COSTA COUNTY BOARD OF SUPERVISORS LETTERHEAD]

[DATE]

Pursuant to Government Code Section 53853(b) of the State of California, the Board of Supervisors of the County of Contra Costa hereby notifies Antioch Unified School District, Mt. Diablo Unified School District, Oakley Union Elementary School District and Pittsburg Unified School District (the "School Districts") that it will not authorize the issuance of a tax and revenue anticipation note of each of the School Districts within 45 calendar days of receipt of a resolution of each of the School Districts (each a "District Resolution"). Reference is made to said Government Code Section 53853(b) authorizing each of the School Districts to issue a tax and revenue anticipation note on its own behalf pursuant to its District Resolution to be sold in conjunction with the tax and revenue anticipation notes of the other within-named school districts.

Candace Anderson, Chair, Board of Supervisors

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By David Twa, County Administrator

**Antioch Unified School District**

**RESOLUTION NUMBER 2020-21-20**

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-21; THE ISSUANCE AND SALE OF A 2020-21 TAX AND REVENUE ANTICIPATION NOTE THEREFOR AND PARTICIPATION IN THE CONTRA COSTA COUNTY SCHOOLS POOLED CROSS FISCAL YEAR 2020-21 TAX AND REVENUE ANTICIPATION NOTES PROGRAM**

**WHEREAS**, school districts are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

**WHEREAS**, the Governing Board (the "Legislative Body") of the school district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys of the District, as further described herein, for fiscal year ending June 30, 2021 ("Repayment Fiscal Year");

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Sections 1080, 42647, 42650 or 85266 of the Education Code of the State of California, it requests the Board of Supervisors (the "County Board") of the county, the county superintendent of which has jurisdiction over the District (the "County") to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

**WHEREAS**, pursuant to Section 53853 of the Act, if the County Board fails or refuses to authorize the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

**WHEREAS**, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts, and other moneys available for the payment of the principal of the Note and the interest thereon;

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation

of the receipt of, or payable from or secured by, the District's Unrestricted Revenues (as defined herein);

**WHEREAS**, pursuant to Section 53856 of the Act, any Unrestricted Revenues can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the Contra Costa County Schools Pooled Cross Fiscal Year 2020-21 Tax and Revenue Anticipation Notes Program (the "Program"), whereby participating school districts, including the District (collectively, the "Issuers") expect to simultaneously issue tax and revenue anticipation notes;

**WHEREAS**, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

**WHEREAS**, Fieldman, Rolapp & Associates, Inc., as the independent municipal advisor appointed in Section 21 hereof (the "Municipal Advisor"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Note Participations, (ii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iii) other factors, such as common ratings, all of which the District shall authorize the Municipal Advisor to determine;

**WHEREAS**, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District and the trustee as shall be named in the Purchase Agreement, as such term is defined herein (the "Trustee");

**WHEREAS**, the Trust Agreement provides, among other things, that for the benefit of registered owners (collectively, the "Owners," or individually, an "Owner") of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, as further described herein;

**WHEREAS**, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

**WHEREAS**, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the Owners thereof in the Note and the Notes issued by other Issuers in such Series;

**WHEREAS**, as additional security for the Owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

**WHEREAS**, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

**WHEREAS**, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

**WHEREAS**, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all the Issuer's Reimbursement Obligations, if any (as defined herein);

**WHEREAS**, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with an underwriter or purchaser (as applicable) pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement"), or sold on a competitive bid basis;

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, this Legislative Body hereby finds, determines, declares and resolves as follows:

**Section 1. Recitals.** This Legislative Body hereby finds and determines that all the above recitals are true and correct.

**Section 2. Authorization of Issuance.** This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts and other moneys of the District (including moneys deposited in inactive or term deposits but excepting certain moneys encumbered for a special purpose) generally available for the payment of current expenses and other obligations of the District (collectively, the "Unrestricted Revenues"), by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2020-21 Tax and Revenue Anticipation Note," (the "Note") with an appropriate series designation if more than one note is issued, to be issued in the form of a fully registered note or notes at the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed maximum interest rate per annum allowed by law, as determined in the Pricing Confirmation

and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any lawfully available revenues, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the Principal Office of the Trustee.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the County Board fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and this Resolution. Except as provided in Section 19(B) hereof, the Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

**Section 3. Form of Note.** The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled

in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

**Section 4. Sale of Note; Delegation.** Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the Underwriter (defined herein) or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed the maximum rate allowed by law, and that the District's *pro rata* share of underwriter's discount on the Note, shall not exceed .10% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

**Section 5. Program Approval.** Except as provided in Section 19(B) hereof, the Note shall be combined with notes of other Issuers into a Series and shall be sold simultaneously with such other notes of that Series referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement defined herein, and will also be set forth in the Final Official Statement defined herein. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

In connection with any public sale of the Note Participations, the Preliminary Official Statement relating to such sale, substantially in the form on file with the clerk or secretary of the Legislative Body, is hereby approved. Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Municipal Advisor and underwriter of the Note Participations (the "Underwriter") with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. The Authorized Representatives, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution; *provided*, that no

representation is or will be made as to the information contained in the Preliminary Official Statement relating to the other Issuers or the Creditor Provider, if any.

Any one of the Authorized Representatives of the District is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement (the "Final Official Statement") in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as they may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Municipal Advisor and Underwriter are hereby authorized to distribute to prospective bidders or purchasers of the Note Participations copies of the Preliminary Official Statement, and the initial purchaser of the Note Participations is directed to deliver copies of any Final Official Statement to the purchasers of the Note Participations.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of, or otherwise attributable to a default by, any other Issuer). In the case described in (ii) above with respect to Reimbursement Obligations, the District shall owe only the percentage of such fees, expenses and Reimbursement Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

For purposes hereof, "Reimbursement Obligations" shall mean, to the extent permitted by law, any obligations of the District to the Credit Provider under the Credit Instrument and/or Credit Agreement, if any, all indemnification to the Credit Provider by the District, and all other amounts due to the Credit Provider by the District under the Credit Instrument and the Credit Agreement, including obligations evidenced by Defaulted Notes and overdue interest, in each case becoming due prior to, or as a result of or after, an Event of Default hereunder.

**Section 6. No Joint Obligation; Owners' Rights.** Except as provided in Section 19(B) hereof, the Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as Owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

**Section 7. Disposition of Proceeds of Note.** The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund, which allocable proceeds shall constitute the District's Proceeds Subaccount.

As an alternative to depositing proceeds of the Note in a Proceeds Subaccount, the District may cause such proceeds to be directly deposited in the general fund thereof, or such other fund as shall be held by the County on behalf of the District, or in a Permitted Investment.

**Section 8. Source of Payment.** The principal amount of the Note, together with the interest thereon, shall be payable from Unrestricted Revenues lawfully available for payment of the Notes.

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from Unrestricted Revenues which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are State apportionments which otherwise would be received between July 1, 2020 through June 30, 2021 but which, due to the deferral of such apportionments by the State, if any, will not be received until after June 30, 2021 ("Deferred Revenues"). The Deferred Revenues are hereby determined to be accrued to the Repayment Fiscal Year and shall be lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges the first Unrestricted Revenues (so pledged, the "Pledged Revenues") received in the Repayment Months (as defined below) identified in the Pricing Confirmation, and in each such Repayment Month up to the amounts identified in the Pricing Confirmation. The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The Noteholders, Owners and Credit Provider, if any, shall have a first lien and charge on such Pledged Revenues as herein provided.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "2020-21 Tax and Revenue Anticipation Note Payment Account" (the "Payment Account") and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the "Payment Subaccount") shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested by the Trustee which record shall constitute the District's Proceeds Subaccount.

The District agrees to transfer to and deposit in the Payment Account the first Unrestricted Revenues received in the months specified in the Pricing Confirmation as repayment months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein. The District shall notify the Trustee of each required deposit to the Payment Account in accordance with the Trust Agreement. The District shall notify the Trustee of each required deposit to the Payment Account in accordance with the Trust Agreement.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by

executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the Owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days (as defined in the Trust Agreement) following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this

Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate"), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Dannis Woliver Kelley, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

**Section 9. Execution of Note; Registration and Transfer.** Any one of the Treasurer-Tax Collector of the County (or comparable officer) (the "Treasurer"), or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the County Board, or such other member of the County Board authorized to sign on behalf of such Chairperson pursuant to the procedures of the County, shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature. In the event the County Board fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and such other Authorized Representative or the Secretary to or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the Principal Office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute Owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered Owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at the Principal Office of the Trustee, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered Owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered Owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be

lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

**Section 10. Representations and Covenants of the District.**

The District makes the following representations for the benefit of the holder of the note, the Owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to cause the issuance and delivery of the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee and the Credit Provider, if any, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(G) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Municipal Advisor, the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable

opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Municipal Advisor, the Underwriter, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(H) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(I) Upon issuance of the Note and execution of the Purchase Agreement, this Resolution, the Purchase Agreement and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, as applicable, in the State of California.

(J) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(K) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(L) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(M) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(N) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the

County Treasurer to meet any obligations of the District during Fiscal Year 2020-21 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

**Section 11. Tax Covenants.** (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Dannis Woliver Kelley, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from lawfully available revenues, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the "2020-21 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

## **Section 12. Events of Default and Remedies.**

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount

equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

**Section 13. Trustee.** The Trustee is hereby authorized to be appointed in the Purchase Agreement to act as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

**Section 14. Approval of Actions.** The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents 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 and execute any and all certificates, 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 Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4

hereof are hereby designated as "Authorized School District Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

**Section 15. Proceedings Constitute Contract.** The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered Owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be non-appealable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

**Section 16. Limited Liability.** Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

**Section 17. Amendments.** (A) At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consent of the Credit Provider, if any, but without the necessity for consent of the Owner of the Note for any one or more of the following purposes:

(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 monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the Owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Except as described above, any modifications or amendment of this Resolution and of the rights and obligations of the District and of the Owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Credit Provider, if any, and with

the written consent of the Owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the Owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note, a reduction of the principal amount thereof, an extension of the time of any payment thereon, a reduction of the rate of interest thereon, a change in the date or amounts of the pledge set forth in this Resolution or an amendment to this paragraph, without the consent of the Owners of such Note or the Owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the Owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

(B) Notwithstanding any other provisions herein, the provisions of this Resolution as they relate to the terms of the Notes may be amended by the Purchase Agreement.

**Section 18. Severability.** In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 19. Request to Borrow; Transmittal of Resolution.**

(A) Following its adoption by the Board, signed copies of this Resolution shall be transmitted by the Secretary to or Clerk of the Legislative Body to the Treasurer of the County, to the County Board, and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Legislative Body for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

(B) Adoption of this resolution is based on the assumption that the Note shall be issued in conjunction with the note or notes of one or more other school districts, as described in Section 53853(b) of the Act. However, and notwithstanding any other provision herein, if District elects not to, or is otherwise unable to, issue its Note in conjunction with the note or notes of such other school districts, transmittal of this Resolution shall constitute a request for borrowing and for the issuance, on a stand-alone basis, of the Note by the County Board. In such instance, the Notes shall be issued in the name of the District by the County Board pursuant to a resolution thereof.

**Section 20. Limited Liability and Indemnification.** (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from

moneys available therefor as set forth herein and (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 Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes 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.

**Section 21. Appointment of Professionals.** The law firm of Dannis Woliver Kelley is hereby appointed as Special Counsel and Disclosure Counsel for the Program. Fieldman, Rolapp & Associates, Inc. is hereby appointed as Municipal Advisor for the Program. The District hereby authorizes the appointment of such underwriter(s) as shall be identified in the Purchase Agreement to act as the Underwriter for the Program

**Section 22. Form 8038-G; Continuing Disclosure.** (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide, through the dissemination agent identified in the Trust Agreement (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, with respect to the District's outstanding Note, notice of any of the following (each, a "Listed Event") in a timely manner, not in excess of 10 business days after the occurrence thereof:

(1) (i) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) tender offers, (iii) defeasances; (iv) rating changes; (v) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS 5701-TEB), (vi) optional, contingent or unscheduled bond calls; (vii) unscheduled draws on debt service reserves reflecting financing difficulties; (viii) unscheduled draws on the credit enhancement reflecting financial difficulties; (ix) substitution of credit or liquidity providers, or their failure to perform; (x) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District, and (xi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(C) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Dissemination Agent to the Municipal Securities Rulemaking Board, with respect to the District's outstanding Note, notice of any of the following Listed Events, if material:

(1) (i) non-payment related defaults; (ii) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (iii) unless described under Section 22(B)(1)(v) hereof, events affecting the tax-exempt status of the Note and the related Series of Note Participations; (iv) release, substitution or sale of property securing repayment of the Note, (v) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, 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; (vi) appointment of a successor or additional Trustee or the change of name of such Trustee; or (vii) incurrence of a Financial Obligation, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect the Owners.

Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Dissemination Agent with a notice of such occurrence in a timely manner not in excess of 10 business days after the occurrence of the event, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(D) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations 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 section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(E) For the purposes of this section,

(1) a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).

(2) "Financial Obligation" means to be a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). Financial Obligations do not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

(3) "Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(F) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B)(1)(iii) of this section.

(G) 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 section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(H) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsections (B) or (C) of this section, it may only be made in connection with a change in circumstance 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 Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for a Listed Event under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(I) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or negligence. Absent such negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance

of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(J) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

**Section 23. Resolution Parameters.**

- (a) Name of District: Antioch Unified School District
- (b) Maximum Amount of Borrowing: \$31,335,000
- (c) Authorized Representatives:
  - (1) Superintendent
  - (2) President, Governing Board
  - (3) Deputy Superintendent, Administrative Services

**Section 24. Effective Date.** This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 16th day of December, 2020, by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

By: Stephanie Owen  
Clerk, Governing Board

EXHIBIT A

FORM OF NOTE

ANTIOCH UNIFIED SCHOOL DISTRICT

2020-21 TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity)*/

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the "District") acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the [principal corporate trust office] of [TBD], or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the

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\*/ Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or held by the District for the general fund thereof, and which are available for payment of the Note. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of Unrestricted Revenues of the District received in the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"). The principal of the Note and the interest thereon, shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of an appointed Authorized Representative of the District and countersigned by the manual or facsimile signature of a duly appointed Authorized Representative as of the date of authentication set forth below.

ANTIOCH UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ [no signature/form only] \_\_\_\_\_

Countersigned

By: \_\_\_\_\_ [no signature/form only] \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

[TBD],  
as Trustee

By: \_\_\_\_\_ [no signature/form only] \_\_\_\_\_  
AUTHORIZED OFFICER

[STATEMENT OF INSURANCE]\*/

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\*/ To be used only if Credit Instrument is a policy of municipal bond insurance.

MT. DIABLO UNIFIED SCHOOL DISTRICT GOVERNING BOARD  
RESOLUTION 20/21-35

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-21; THE ISSUANCE AND SALE OF A 2020-21 TAX AND REVENUE ANTICIPATION NOTE THEREFOR AND PARTICIPATION IN THE CONTRA COSTA COUNTY SCHOOLS POOLED CROSS FISCAL YEAR 2020-21 TAX AND REVENUE ANTICIPATION NOTES PROGRAM**

**WHEREAS**, school districts are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

**WHEREAS**, the Governing Board (the "Legislative Body") of the school district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys of the District, as further described herein, for fiscal year ending June 30, 2021 ("Repayment Fiscal Year");

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Sections 1080, 42647, 42650 or 85266 of the Education Code of the State of California, it requests the Board of Supervisors (the "County Board") of the county, the county superintendent of which has jurisdiction over the District (the "County") to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

**WHEREAS**, pursuant to Section 53853 of the Act, if the County Board fails or refuses to authorize the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

**WHEREAS**, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts, and other moneys available for the payment of the principal of the Note and the interest thereon;

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, the District's Unrestricted Revenues (as defined herein);

**WHEREAS**, pursuant to Section 53856 of the Act, any Unrestricted Revenues can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the Contra Costa County Schools Pooled Cross Fiscal Year 2020-21 Tax and Revenue Anticipation Notes Program (the "Program"), whereby participating school districts, including the District (collectively, the "Issuers") expect to simultaneously issue tax and revenue anticipation notes;

**WHEREAS**, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

**WHEREAS**, Fieldman, Rolapp & Associates, Inc., as the independent municipal advisor appointed in Section 21 hereof (the "Municipal Advisor"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Note Participations, (ii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iii) other factors, such as common ratings, all of which the District shall authorize the Municipal Advisor to determine;

**WHEREAS**, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District and the trustee as shall be named in the Purchase Agreement, as such term is defined herein (the "Trustee");

**WHEREAS**, the Trust Agreement provides, among other things, that for the benefit of registered owners (collectively, the "Owners," or individually, an "Owner") of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, as further described herein;

**WHEREAS**, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

**WHEREAS**, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the Owners thereof in the Note and the Notes issued by other Issuers in such Series;

**WHEREAS**, as additional security for the Owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

**WHEREAS**, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

**WHEREAS**, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

**WHEREAS**, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all the Issuer's Reimbursement Obligations, if any (as defined herein);

**WHEREAS**, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with an underwriter or purchaser (as applicable) pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement"), or sold on a competitive bid basis;

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, the Governing Board of the Mount Diablo Unified School District hereby finds, determines, declares and resolves as follows:

**Section 1. Recitals.** This Legislative Body hereby finds and determines that all the above recitals are true and correct.

**Section 2. Authorization of Issuance.** This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts

and other moneys of the District (including moneys deposited in inactive or term deposits but excepting certain moneys encumbered for a special purpose) generally available for the payment of current expenses and other obligations of the District (collectively, the "Unrestricted Revenues"), by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2020-21 Tax and Revenue Anticipation Note," (the "Note") with an appropriate series designation if more than one note is issued, to be issued in the form of a fully registered note or notes at the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed maximum interest rate per annum allowed by law, as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any lawfully available revenues, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the Principal Office of the Trustee.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the County Board fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and this Resolution. Except as provided in Section 19(B) hereof, the Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

**Section 3. Form of Note.** The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

**Section 4. Sale of Note; Delegation.** Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the Underwriter (defined herein) or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed the maximum rate allowed by law, and that the District's *pro rata* share of underwriter's discount on the Note, shall not exceed 0.10% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

**Section 5. Program Approval.** Except as provided in Section 19(B) hereof, the Note shall be combined with notes of other Issuers into a Series and shall be sold

simultaneously with such other notes of that Series referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement defined herein, and will also be set forth in the Final Official Statement defined herein. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

In connection with any public sale of the Note Participations, the Preliminary Official Statement relating to such sale, substantially in the form on file with the clerk or secretary of the Legislative Body, is hereby approved. Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Municipal Advisor and underwriter of the Note Participations (the "Underwriter") with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. The Authorized Representatives, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution; *provided*, that no representation is or will be made as to the information contained in the Preliminary Official Statement relating to the other Issuers or the Creditor Provider, if any.

Any one of the Authorized Representatives of the District is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement (the "Final Official Statement") in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as they may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Municipal Advisor and Underwriter are hereby authorized to distribute to prospective bidders or purchasers of the Note Participations copies of the Preliminary Official Statement, and the initial purchaser of the

Note Participations is directed to deliver copies of any Final Official Statement to the purchasers of the Note Participations.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of, or otherwise attributable to a default by, any other Issuer). In the case described in (ii) above with respect to Reimbursement Obligations, the District shall owe only the percentage of such fees, expenses and Reimbursement Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

For purposes hereof, "Reimbursement Obligations" shall mean, to the extent permitted by law, any obligations of the District to the Credit Provider under the Credit Instrument and/or Credit Agreement, if any, all indemnification to the Credit Provider by

the District, and all other amounts due to the Credit Provider by the District under the Credit Instrument and the Credit Agreement, including obligations evidenced by Defaulted Notes and overdue interest, in each case becoming due prior to, or as a result of or after, an Event of Default hereunder.

**Section 6. No Joint Obligation; Owners' Rights.** Except as provided in Section 19(B) hereof, the Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as Owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

**Section 7. Disposition of Proceeds of Note.** The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund, which allocable proceeds shall constitute the District's Proceeds Subaccount.

As an alternative to depositing proceeds of the Note in a Proceeds Subaccount, the District may cause such proceeds to be directly deposited in the general fund thereof, or such other fund as shall be held by the County on behalf of the District, or in a Permitted Investment.

**Section 8. Source of Payment.** The principal amount of the Note, together with the interest thereon, shall be payable from Unrestricted Revenues lawfully available for payment of the Notes.

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from Unrestricted Revenues which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are State apportionments which otherwise would be received between July 1, 2020 through June 30, 2021 but which, due to the deferral of such apportionments by the State, if any, will not be received until after June 30, 2021 (“Deferred Revenues”). The Deferred Revenues are hereby determined to be accrued to the Repayment Fiscal Year and shall be lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges the first Unrestricted Revenues (so pledged, the “Pledged Revenues”) received in the Repayment Months (as defined below) identified in the Pricing Confirmation, and in each such Repayment Month up to the amounts identified in the Pricing Confirmation. The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The Noteholders, Owners and Credit Provider, if any, shall have a first lien and charge on such Pledged Revenues as herein provided.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District’s general fund to be designated the “2020-21 Tax and Revenue Anticipation Note Payment Account” (the “Payment Account”) and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the “Payment Subaccount”) shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested by the Trustee which record shall constitute the District’s Proceeds Subaccount.

The District agrees to transfer to and deposit in the Payment Account the first Unrestricted Revenues received in the months specified in the Pricing Confirmation as repayment months (each individual month a “Repayment Month” and collectively “Repayment Months”) (and any amounts received thereafter) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District

shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein. The District shall notify the Trustee of each required deposit to the Payment Account in accordance with the Trust Agreement. The District shall notify the Trustee of each required deposit to the Payment Account in accordance with the Trust Agreement.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the Owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with

respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days (as defined in the Trust Agreement) following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate"), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or

without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Dannis Woliver Kelley, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

**Section 9. Execution of Note; Registration and Transfer.** Any one of the Treasurer-Tax Collector of the County (or comparable officer) (the "Treasurer"), or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the County Board, or such other member of the County Board authorized to sign on behalf of such Chairperson pursuant to the procedures of the County, shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature. In the event the County Board fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and such other Authorized Representative or the Secretary to or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the Principal Office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute Owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered Owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at the Principal Office of the Trustee, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered Owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered Owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

**Section 10. Representations and Covenants of the District.**

The District makes the following representations for the benefit of the holder of the note, the Owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to cause the issuance and delivery of the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee and the Credit Provider, if any, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(G) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Municipal Advisor, the Underwriter and the Credit Provider, if any, there has been no change in the financial

condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Municipal Advisor, the Underwriter, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(H) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(I) Upon issuance of the Note and execution of the Purchase Agreement, this Resolution, the Purchase Agreement and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, as applicable, in the State of California.

(J) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(K) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(L) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(M) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(N) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2020-21 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

**Section 11. Tax Covenants.** (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Dannis Woliver Kelley, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from lawfully available revenues, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the "2020-21 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund

such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

### **Section 12. Events of Default and Remedies.**

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit

Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

**Section 13. Trustee.** The Trustee is hereby authorized to be appointed in the Purchase Agreement to act as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

**Section 14. Approval of Actions.** The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents 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 and execute any and all certificates, 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 Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized School District Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

**Section 15. Proceedings Constitute Contract.** The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered Owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be non-appealable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

**Section 16. Limited Liability.** Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

**Section 17. Amendments.** (A) At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consent of the Credit Provider, if any, but without the necessity for consent of the Owner of the Note for any one or more of the following purposes:

(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 monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the Owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Except as described above, any modifications or amendment of this Resolution and of the rights and obligations of the District and of the Owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Credit Provider, if any, and with the written consent of the Owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the Owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note, a reduction of the principal amount thereof, an extension of the time of any payment thereon, a reduction of the rate of interest thereon, a

change in the date or amounts of the pledge set forth in this Resolution or an amendment to this paragraph, without the consent of the Owners of such Note or the Owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the Owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

(B) Notwithstanding any other provisions herein, the provisions of this Resolution as they relate to the terms of the Notes may be amended by the Purchase Agreement.

**Section 18. Severability.** In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 19. Request to Borrow; Transmittal of Resolution.**

(A) Following its adoption by the Board, signed copies of this Resolution shall be transmitted by the Secretary to or Clerk of the Legislative Body to the Treasurer of the County, to the County Board, and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Legislative Body for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

(B) Adoption of this resolution is based on the assumption that the Note shall be issued in conjunction with the note or notes of one or more other school districts, as described in Section 53853(b) of the Act. However, and notwithstanding any other provision herein, if District elects not to, or is otherwise unable to, issue its Note in conjunction with the note or notes of such other school districts, transmittal of this Resolution shall constitute a request for borrowing and for the issuance, on a stand-alone basis, of the Note by the County Board. In such instance, the Notes shall be issued in the name of the District by the County Board pursuant to a resolution thereof.

**Section 20. Limited Liability and Indemnification.** (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (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 Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes 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.

**Section 21. Appointment of Professionals.** The law firm of Dannis Woliver Kelley is hereby appointed as Special Counsel and Disclosure Counsel for the Program. Fieldman, Rolapp & Associates, Inc. is hereby appointed as Municipal Advisor for the Program. The District hereby authorizes the appointment of such underwriter(s) as shall be identified in the Purchase Agreement to act as the Underwriter for the Program

**Section 22. Form 8038-G; Continuing Disclosure.** (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide, through the dissemination agent identified in the Trust Agreement (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, with respect to the District's outstanding Note, notice of any of the following (each, a "Listed Event") in a timely manner, not in excess of 10 business days after the occurrence thereof:

(1) (i) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) tender offers, (iii) defeasances; (iv) rating changes; (v) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS 5701-TEB), (vi) optional, contingent or unscheduled bond calls; (vii) unscheduled draws on debt service reserves reflecting financing difficulties; (viii) unscheduled draws on the credit enhancement reflecting financial difficulties; (ix) substitution of credit or liquidity providers, or their failure to perform; (x) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District, and (xi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(C) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent

specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Dissemination Agent to the Municipal Securities Rulemaking Board, with respect to the District's outstanding Note, notice of any of the following Listed Events, if material:

(1) (i) non-payment related defaults; (ii) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (iii) unless described under Section 22(B)(1)(v) hereof, events affecting the tax-exempt status of the Note and the related Series of Note Participations; (iv) release, substitution or sale of property securing repayment of the Note, (v) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, 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; (vi) appointment of a successor or additional Trustee or the change of name of such Trustee; or (vii) incurrence of a Financial Obligation, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect the Owners.

Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Dissemination Agent with a notice of such occurrence in a timely manner not in excess of 10 business days after the occurrence of the event, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(D) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations 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 section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(E) For the purposes of this section,

(1) a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes

(including persons holding Note Participations through nominees, depositories or other intermediaries).

(2) “Financial Obligation” means to be a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). Financial Obligations do not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

(3) “Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(F) The District’s obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B)(1)(iii) of this section.

(G) 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 section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(H) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsections (B) or (C) of this section, it may only be made in connection with a change in circumstance 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 Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the

related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for a Listed Event under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(I) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or negligence. Absent such negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(J) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

**Section 23. Resolution Parameters.**

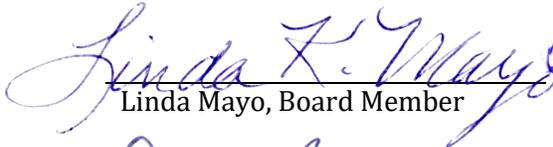
- (a) Name of District: Mt. Diablo Unified School District
- (b) Maximum Amount of Borrowing: \$41,530,000.00
- (c) Authorized Representatives:
  - (1) Superintendent
  - (2) President, Governing Board
  - (3) Chief Business Officer

**Section 24. Effective Date.** This Resolution shall take effect from and after its date of adoption.

AYES: 5 NOES: 0 ABSENCES: 0 ABSTENTIONS: 0

  
\_\_\_\_\_  
Brian Lawrence, Board President

  
\_\_\_\_\_  
Debra Mason, Board Vice President

  
\_\_\_\_\_  
Linda Mayo, Board Member

  
\_\_\_\_\_  
Joanne Durkee, Board Member

  
\_\_\_\_\_  
Cherise Khaund, Board Member

  
\_\_\_\_\_  
Dr. Adam Clark, Superintendent

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*Adopted at the regular meeting of the Governing Board of Education on 11/09/20*

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EXHIBIT A

FORM OF NOTE

MT. DIABLO UNIFIED SCHOOL DISTRICT

2020-21 TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity) <sup>*/</sup>

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the "District") acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the [principal corporate trust office] of [TBD], or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the

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<sup>\*/</sup> Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or held by the District for the general fund thereof, and which are available for payment of the Note. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of Unrestricted Revenues of the District received in the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"). The principal of the Note and the interest thereon, shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of an appointed Authorized Representative of the District and countersigned by the manual or facsimile signature of a duly appointed Authorized Representative as of the date of authentication set forth below.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ [no signature/form only] \_\_\_\_\_

Countersigned

By: \_\_\_\_\_ [no signature/form only] \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

[TBD],  
as Trustee

By: \_\_\_\_\_ [no signature/form only] \_\_\_\_\_  
AUTHORIZED OFFICER

[STATEMENT OF INSURANCE]<sup>\*/</sup>

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<sup>\*/</sup> To be used only if Credit Instrument is a policy of municipal bond insurance.

**Pittsburg Unified School District**

**RESOLUTION NUMBER 20-12**

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-21; THE ISSUANCE AND SALE OF A 2020-21 TAX AND REVENUE ANTICIPATION NOTE THEREFOR AND PARTICIPATION IN THE CONTRA COSTA COUNTY SCHOOLS POOLED CROSS FISCAL YEAR 2020-21 TAX AND REVENUE ANTICIPATION NOTES PROGRAM**

**WHEREAS**, school districts are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

**WHEREAS**, the Governing Board (the "Legislative Body") of the school district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys of the District, as further described herein, for fiscal year ending June 30, 2021 ("Repayment Fiscal Year");

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Sections 1080, 42647, 42650 or 85266 of the Education Code of the State of California, it requests the Board of Supervisors (the "County Board") of the county, the county superintendent of which has jurisdiction over the District (the "County") to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

**WHEREAS**, pursuant to Section 53853 of the Act, if the County Board fails or refuses to authorize the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

**WHEREAS**, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts, and other moneys available for the payment of the principal of the Note and the interest thereon;

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in

anticipation of the receipt of, or payable from or secured by, the District's Unrestricted Revenues (as defined herein);

**WHEREAS**, pursuant to Section 53856 of the Act, any Unrestricted Revenues can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the Contra Costa County Schools Pooled Cross Fiscal Year 2020-21 Tax and Revenue Anticipation Notes Program (the "Program"), whereby participating school districts, including the District (collectively, the "Issuers") expect to simultaneously issue tax and revenue anticipation notes;

**WHEREAS**, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

**WHEREAS**, Fieldman, Rolapp & Associates, Inc., as the independent municipal advisor appointed in Section 21 hereof (the "Municipal Advisor"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Note Participations, (ii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iii) other factors, such as common ratings, all of which the District shall authorize the Municipal Advisor to determine;

**WHEREAS**, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District and the trustee as shall be named in the Purchase Agreement, as such term is defined herein (the "Trustee");

**WHEREAS**, the Trust Agreement provides, among other things, that for the benefit of registered owners (collectively, the "Owners," or individually, an "Owner") of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, as further described herein;

**WHEREAS**, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

**WHEREAS**, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the Owners thereof in the Note and the Notes issued by other Issuers in such Series;

**WHEREAS**, as additional security for the Owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust

Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

**WHEREAS**, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

**WHEREAS**, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

**WHEREAS**, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all the Issuer's Reimbursement Obligations, if any (as defined herein);

**WHEREAS**, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with an underwriter or purchaser (as applicable) pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement"), or sold on a competitive bid basis;

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, this Legislative Body hereby finds, determines, declares and resolves as follows:

**Section 1. Recitals.** This Legislative Body hereby finds and determines that all the above recitals are true and correct.

**Section 2. Authorization of Issuance.** This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts and other moneys of the District (including moneys deposited in inactive or term deposits but excepting certain moneys encumbered for a special purpose) generally available for the payment of current expenses and other obligations of the District (collectively, the "Unrestricted Revenues"), by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2020-21 Tax and Revenue Anticipation Note," (the "Note") with an appropriate series designation if more than one note is issued, to be issued in the form of a fully registered note or notes at the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed

upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed maximum interest rate per annum allowed by law, as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any lawfully available revenues, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the Principal Office of the Trustee.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the County Board fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and this Resolution. Except as provided in Section 19(B) hereof, the Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

**Section 3. Form of Note.** The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

**Section 4. Sale of Note; Delegation.** Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the Underwriter (defined herein) or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed the maximum rate allowed by law, and that the District's *pro rata* share of underwriter's discount on the Note, shall not exceed 0.10% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

**Section 5. Program Approval.** Except as provided in Section 19(B) hereof, the Note shall be combined with notes of other Issuers into a Series and shall be sold simultaneously with such other notes of that Series referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement defined herein, and will also be set forth in the Final Official Statement defined herein. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

In connection with any public sale of the Note Participations, the Preliminary Official Statement relating to such sale, substantially in the form on file with the clerk or secretary of the Legislative Body, is hereby approved. Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Municipal Advisor and

underwriter of the Note Participations (the "Underwriter") with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. The Authorized Representatives, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution; *provided*, that no representation is or will be made as to the information contained in the Preliminary Official Statement relating to the other Issuers or the Creditor Provider, if any.

Any one of the Authorized Representatives of the District is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement (the "Final Official Statement") in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as they may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Municipal Advisor and Underwriter are hereby authorized to distribute to prospective bidders or purchasers of the Note Participations copies of the Preliminary Official Statement, and the initial purchaser of the Note Participations is directed to deliver copies of any Final Official Statement to the purchasers of the Note Participations.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of, or otherwise attributable to a default by, any other Issuer). In the case described in (ii) above

with respect to Reimbursement Obligations, the District shall owe only the percentage of such fees, expenses and Reimbursement Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

For purposes hereof, "Reimbursement Obligations" shall mean, to the extent permitted by law, any obligations of the District to the Credit Provider under the Credit Instrument and/or Credit Agreement, if any, all indemnification to the Credit Provider by the District, and all other amounts due to the Credit Provider by the District under the Credit Instrument and the Credit Agreement, including obligations evidenced by Defaulted Notes and overdue interest, in each case becoming due prior to, or as a result of or after, an Event of Default hereunder.

**Section 6. No Joint Obligation; Owners' Rights.** Except as provided in Section 19(B) hereof, the Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as Owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

**Section 7. Disposition of Proceeds of Note.** The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund, which allocable proceeds shall constitute the District's Proceeds Subaccount.

As an alternative to depositing proceeds of the Note in a Proceeds Subaccount, the District may cause such proceeds to be directly deposited in the general fund thereof, or such other fund as shall be held by the County on behalf of the District, or in a Permitted Investment.

**Section 8. Source of Payment.** The principal amount of the Note, together with the interest thereon, shall be payable from Unrestricted Revenues lawfully available for payment of the Notes.

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from Unrestricted Revenues which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are State apportionments which otherwise would be received between July 1, 2020 through June 30, 2021 but which, due to the deferral of such apportionments by the State, if any, will not be received until after June 30, 2021 ("Deferred Revenues"). The Deferred Revenues are hereby determined to be accrued to the Repayment Fiscal Year and shall be lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges the first Unrestricted Revenues (so pledged, the "Pledged Revenues") received in the Repayment Months (as defined below) identified in the Pricing Confirmation, and in each such Repayment Month up to the amounts identified in the Pricing Confirmation. The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The Noteholders, Owners and Credit Provider, if any, shall have a first lien and charge on such Pledged Revenues as herein provided.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "2020-21 Tax and Revenue Anticipation Note Payment Account" (the "Payment Account") and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the "Payment Subaccount") shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested by the Trustee which record shall constitute the District's Proceeds Subaccount.

The District agrees to transfer to and deposit in the Payment Account the first Unrestricted Revenues received in the months specified in the Pricing Confirmation as repayment months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding

any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein. The District shall notify the Trustee of each required deposit to the Payment Account in accordance with the Trust Agreement. The District shall notify the Trustee of each required deposit to the Payment Account in accordance with the Trust Agreement.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the Owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days (as defined in the Trust Agreement) following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate"), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Dannis Woliver Kelley, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

**Section 9. Execution of Note; Registration and Transfer.** Any one of the Treasurer-Tax Collector of the County (or comparable officer) (the "Treasurer"), or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the County Board, or such other member of the County Board authorized to sign on behalf of such Chairperson pursuant to the procedures of the County, shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature. In the event the County Board fails or refuses to

authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and such other Authorized Representative or the Secretary to or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the Principal Office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute Owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered Owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at the Principal Office of the Trustee, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered Owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and

substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered Owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

**Section 10. Representations and Covenants of the District.**

The District makes the following representations for the benefit of the holder of the note, the Owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to cause the issuance and delivery of the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and

regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee and the Credit Provider, if any, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(G) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Municipal Advisor, the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Municipal Advisor, the Underwriter, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(H) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(I) Upon issuance of the Note and execution of the Purchase Agreement, this Resolution, the Purchase Agreement and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, as applicable, in the State of California.

(J) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(K) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(L) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(M) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(N) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2020-21 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

**Section 11. Tax Covenants.** (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Dannis Woliver Kelley, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from lawfully available revenues, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the "2020-21 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as

are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

**Section 12. Events of Default and Remedies.**

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

**Section 13. Trustee.** The Trustee is hereby authorized to be appointed in the Purchase Agreement to act as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

**Section 14. Approval of Actions.** The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents 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 and execute any and all certificates, 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 Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized School District Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

**Section 15. Proceedings Constitute Contract.** The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered Owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be non-appealable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

**Section 16. Limited Liability.** Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

**Section 17. Amendments.** (A) At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consent of the Credit Provider, if any, but without the necessity for consent of the Owner of the Note for any one or more of the following purposes:

(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 monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the Owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Except as described above, any modifications or amendment of this Resolution and of the rights and obligations of the District and of the Owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Credit Provider, if any, and with the written consent of the Owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the Owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note, a reduction of the principal amount thereof, an extension of the time of any payment thereon, a reduction of the rate of interest thereon, a change in the date or amounts of the pledge set forth in this Resolution or an amendment to this paragraph, without the consent of the Owners of such Note or the Owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the Owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

(B) Notwithstanding any other provisions herein, the provisions of this Resolution as they relate to the terms of the Notes may be amended by the Purchase Agreement.

**Section 18. Severability.** In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 19. Request to Borrow: Transmittal of Resolution.**

(A) Following its adoption by the Board, signed copies of this Resolution shall be transmitted by the Secretary to or Clerk of the Legislative Body to the Treasurer of the County, to the County Board, and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Legislative Body for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note,

then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

(B) Adoption of this resolution is based on the assumption that the Note shall be issued in conjunction with the note or notes of one or more other school districts, as described in Section 53853(b) of the Act. However, and notwithstanding any other provision herein, if District elects not to, or is otherwise unable to, issue its Note in conjunction with the note or notes of such other school districts, transmittal of this Resolution shall constitute a request for borrowing and for the issuance, on a stand-alone basis, of the Note by the County Board. In such instance, the Notes shall be issued in the name of the District by the County Board pursuant to a resolution thereof.

**Section 20. Limited Liability and Indemnification.** (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (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 Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes 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.

**Section 21. Appointment of Professionals.** The law firm of Dannis Woliver Kelley is hereby appointed as Special Counsel and Disclosure Counsel for the Program. Fieldman, Rolapp & Associates, Inc. is hereby appointed as Municipal Advisor for the Program. The District hereby authorizes the appointment of such underwriter(s) as shall be identified in the Purchase Agreement to act as the Underwriter for the Program

**Section 22. Form 8038-G; Continuing Disclosure.** (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide, through the dissemination agent identified in the Trust Agreement (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, with respect to the District's outstanding Note, notice of any of the following (each, a "Listed Event") in a timely manner, not in excess of 10 business days after the occurrence thereof:

- (1) (i) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) tender offers, (iii) defeasances; (iv) rating changes; (v) adverse tax opinions, the issuance by the IRS of proposed or final

determinations of taxability, or Notices of Proposed Issue (IRS 5701-TEB), (vi) optional, contingent or unscheduled bond calls; (vii) unscheduled draws on debt service reserves reflecting financing difficulties; (viii) unscheduled draws on the credit enhancement reflecting financial difficulties; (ix) substitution of credit or liquidity providers, or their failure to perform; (x) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District, and (xi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(C) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Dissemination Agent to the Municipal Securities Rulemaking Board, with respect to the District's outstanding Note, notice of any of the following Listed Events, if material:

(1) (i) non-payment related defaults; (ii) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (iii) unless described under Section 22(B)(1)(v) hereof, events affecting the tax-exempt status of the Note and the related Series of Note Participations; (iv) release, substitution or sale of property securing repayment of the Note, (v) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, 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; (vi) appointment of a successor or additional Trustee or the change of name of such Trustee; or (vii) incurrence of a Financial Obligation, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect the Owners.

Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Dissemination Agent with a notice of such occurrence in a timely manner not in excess of 10 business days after the occurrence of the event, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(D) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations 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 section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(E) For the purposes of this section,

(1) a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).

(2) "Financial Obligation" means to be a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). Financial Obligations do not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

(3) "Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(F) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B)(1)(iii) of this section.

(G) 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 section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(H) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsections (B) or (C) of this section, it may only be made in connection with a change in circumstance 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 Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for a Listed Event under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(I) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or negligence. Absent such negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(J) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

**Section 23. Resolution Parameters.**

- (a) Name of District: Pittsburg Unified School District
- (b) Maximum Amount of Borrowing: \$31,020,000
- (c) Authorized Representatives:
  - (1) Superintendent
  - (2) President, Governing Board
  - (3) Associate Superintendent, Business Services

**Section 24. Effective Date.** This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 18<sup>th</sup> day of November, 2020, by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

By:  \_\_\_\_\_  
Clerk, Governing Board

EXHIBIT A

FORM OF NOTE

PITTSBURG UNIFIED SCHOOL DISTRICT

2020-21 TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity) <sup>*/</sup>

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the "District") acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the [principal corporate trust office] of [TBD], or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the

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<sup>\*/</sup> Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received or held by the District for the general fund thereof, and which are available for payment of the Note. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of Unrestricted Revenues of the District received in the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"). The principal of the Note and the interest thereon, shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of an appointed Authorized Representative of the District and countersigned by the manual or facsimile signature of a duly appointed Authorized Representative as of the date of authentication set forth below.

PITTSBURG UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_ [no signature/form only]

Countersigned

By: \_\_\_\_\_ [no signature/form only]

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

[TBD],  
as Trustee

By: \_\_\_\_\_ [no signature/form only] \_\_\_\_\_  
AUTHORIZED OFFICER

[STATEMENT OF INSURANCE]<sup>\*/</sup>

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<sup>\*/</sup> To be used only if Credit Instrument is a policy of municipal bond insurance.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 5, 2021

Subject: Conflict of Interest Code for the Antioch Unified School District

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**RECOMMENDATION(S):**

APPROVE amended Conflict of Interest Code for the Antioch Unified School District ("District"), including the list of designated positions.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The District has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5.

The changes include an updated list of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure used by the District. A strike-out version of the Conflict of Interest Code is attached as Exhibit B.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Cynthia A. Schwerin, Deputy  
County Counsel, (925) 655-2200

Monica Nino, County Administrator and Clerk of the Board of  
Supervisors

By: , Deputy

ATTACHMENTS

Exhibit A - Conflict of Interest Code of the Antioch Unified School District

Exhibit B - Conflict of Interest Code of the Antioch Unified School District -  
STRIKEOUT

**ANTIOCH UNIFIED SCHOOL DISTRICT  
RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE  
RESOLUTION NO. 2020-21-09**

**WHEREAS**, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

**WHEREAS**, the Board of Education of the Antioch Unified School District has previously adopted a local conflict of interest code; and

**WHEREAS**, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the District's conflict of interest code; and

**WHEREAS**, a regulation adoption by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 97306; and

**WHEREAS**, the Antioch Unified School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

**WHEREAS**, any earlier resolutions, bylaws, and/or appendices containing the District's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

**NOW THEREFORE BE IT RESOLVED** that the Antioch Unified School District Board of Education adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

**PASSED AND ADOPTED** by the Governing Board of the Antioch Unified School District this 28<sup>th</sup> day of October, 2020 by the following vote:

AYES:   4    
NOES:   0    
ABSTAIN:   0    
ABSENT:   1  

  
~~Diane Gibson-Gray, President~~  
Board of Education  
Mary Helen Rocha, Vice President

I certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Governing Board of the Antioch Unified School District at meeting thereof held on the 28<sup>th</sup> day of October 2020.



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Stephanie Anello  
Secretary to the Board of Education

## **Conflict of Interest Code of the Antioch Unified School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Education members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

### **APPENDIX**

#### **Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
  
2. **Category 2:** A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
  
3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

#### **Designated Positions**

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Members	1
Superintendent of Schools	1
Deputy Superintendent, Administrative Services	1

Assistant/Associate Superintendent	1
Director	2
Principal	2
Assistant Principal	2
Maintenance and Operations Director	2
Program Coordinator	2
Supervisor	2

### **Disclosures for Consultants**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

## **Conflict of Interest Code of the Antioch Unified School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Education members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

### **APPENDIX**

#### **Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
  
2. **Category 2:** A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
  
3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

#### **Designated Positions**

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Members	1
Superintendent of Schools	1
Deputy Superintendent, Administrative Services	1

ADD

Assistant/Associate Superintendent		1
<del>Purchasing Agent</del>	DELETE	<del>1</del>
Director		2
Principal		2
Assistant Principal		2
Maintenance and Operations Director		2
Program Coordinator		2
<del>Project Specialist</del>	DELETE	<del>2</del>
Supervisor		2
<del>Dean of Students</del>	DELETE	<del>2</del>

### Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 5, 2021

Subject: Conflict of Interest Code of the Reclamation District 830 (Jersey Island)

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**RECOMMENDATION(S):**

APPROVE amended Conflict of Interest Code for the Reclamation District 830 (Jersey Island) ("District").

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The District has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5.

The revised code is updated for legal compliance and includes updates to the description of disclosure categories and a new list of positions designated to file conflict of interest statements. These changes were necessary to bring current the prior code, which was adopted in 1978 and is attached as Exhibit B.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Cynthia A. Schwerin, Deputy  
County Counsel, (925) 655-2200

Monica Nino, County Administrator and Clerk of the Board of  
Supervisors

By: , Deputy

cc: Monica Nino, Clerk of the Board of Supervisors, Cynthia A. Schwerin, Deputy County Counsel, Chad Davisson, Board President, Reclamation District 830 (Jersey Island)

ATTACHMENTS

Exhibit A - Conflict of Interest Code of the Reclamation District 830 (Jersey Island)

Exhibit B - Prior Conflict of Interest Code of the Reclamation District 830 (Jersey Island)

**RECLAMATION DISTRICT NO. 830  
RESOLUTION NO. 20-04  
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, Reclamation District 830 (the "District") is a California Reclamation District, located in Contra Costa County, organized and existing under the California Reclamation District Law (Water Code §§ 50000 et seq.); and,

WHEREAS, the District recently reviewed its original Conflict of Interest Code; and,

WHEREAS, the original code is outdated and the District desires to adopt a new Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT 830, as follows:

SECTION 1. The Conflict of Interest Code dated "2020," attached hereto as Exhibit A, and considered and discussed at this meeting is hereby adopted.

SECTION 2. The Secretary is directed to cause a copy of the 2020 Conflict of Interest Code to be delivered to the Board of Supervisors of the County of Contra Costa, as the "code reviewing body" under Section 87303 of the Government Code.

SECTION 3. The 2020 Conflict of Interest Code is to become effective upon the date of its approval by the Contra Costa County Board of Supervisors.

SECTION 4. The President of the District's Board of Trustees, as its chief executive officer, is authorized to declare, and does declare, on behalf of the District that the Code, as adopted, specifically enumerates each of the positions within the District which involve the making or participating in the making of decisions which may foreseeably have a material financial effect on any financial interest of the District.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District 830 on November 17, 2020, by the following vote:

AYES: C. Davisson, D. Dal Porto and T. Zimmerman

NOES: None

ABSENT: None



Chad Davisson, President

I hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board of Trustees of Reclamation District 830 at a meeting held on November 17, 2020, and that this Resolution has not been revoked and is now in full force and effect.

  
Secretary

Date: 11/17/2020

**CONFLICT OF INTEREST CODE FOR  
RECLAMATION DISTRICT 830  
COUNTY OF CONTRA COSTA**

- A. The political Reform Act of 1974, Government Code §8100, 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 California Code of Regulations §18730, which contains terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations §18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of RECLAMATION DISTRICT 830.
- B. Pursuant to Government Code §81008 and 2 California Code of Regulations §18730 (b) (4), all designated employees shall file Statements of Economic Interest (FPPC Form 700) with RECLAMATION DISTRICT 830. Statements for all designated employees shall be retained by the agency which shall make the statements available for public inspection and reproduction.
- C. Designated employees are set forth in Appendix A, attached hereto and incorporated herein by reference. Disclosure categories are set forth in Appendix B, attached hereto and incorporated herein by this reference.

**APPENDIX A: DESIGNATED POSITIONS**

<u>List of Designated Positions</u>	<u>Assigned Disclosure Categories</u>
Trustees	1
General Manager	1
Executive Officers	1
Consultants	1

- 1. For purposes of the Code, a "consultant" is any natural person who provides, under contract, information, advice, recommendation, or counsel to RECLAMATION DISTRICT 830; provided however, that "consultant" shall not include a person who:
  - (a) Conducts research and arrives at a conclusion with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
  - (b) Possesses no authority with respect to any agency decision beyond the

rendition of information, advice, recommendation, or counsel.

Consultants to the District shall be subject to disclosure under Category 1, subject to the following limitation:

The Board of Trustees may determine in writing that a particular consultant, although a "Designated Employee," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of Category 1. In such cases, the Board of Trustees may designate a different disclosure requirement. Such designation must be made in writing and based upon that description, a statement to the extent of the consultant's disclosure requirements. The Board of Directors' designation must be filed in advance of the disclosure by the consultant, with RECLAMATION DISTRICT 830's Conflict of Interest Code and also filed with the County and must be delivered to the consultant along with a copy of the Conflict of Interest Code and the manual and forms for disclosure (FPPC Form 700).

## APPENDIX B: DISCLOSURE CATEGORIES

### Disclosure Category 1:

Designated Positions must report the following information in the Form 700 Statements of Economic Interests, if the economic interest is within the Reclamation District 830 boundary or within two (2) miles of the District boundaries:

a) All investments and business positions in business entities and sources of income.

- When disclosing investments and sources of income, the person disclosing shall disclose investments in business entities and sources of income that do business within Reclamation District 830 or within two miles of District boundaries, or have done business in the jurisdiction within the past two (2) years. In addition to the other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction. Such businesses may include, but not be limited to, the following examples:

1. Irrigation equipment and supplies, or pipes, valves, fittings, pumps, meters, etc.
2. Herbicide or applicator firms
3. Well drilling equipment and supplies
4. Construction, land leveling, ditch construction or maintenance
5. Engineering or surveying firms and services
6. Insurance companies or brokerages, including title insurance companies
7. Accounting or auditing firms or services
8. Banks

9. Real estate selling, development or appraising

- b) All interests in real property in the jurisdiction, which was acquired by, leased, or otherwise used by Reclamation District 830.
- When disclosing interests in real property, the person disclosing shall disclose the type of real property if it is located in whole or in part within, or not more than two (2) miles outside the boundaries of the jurisdiction, or within two (2) miles of any land owned or used by Reclamation District 830.
- c) His/her status as director, officer, partner, trustee, employee, or holder of a management position in any business entity in the jurisdiction.
- When disclosing a business position, the person disclosing shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two (2) years.

Adopted by RECLAMATION DISTRICT 830 Board of Trustees on November 17, 2020.

Dated: \_\_\_\_\_

11/17/2020



\_\_\_\_\_  
President  
Reclamation District 830  
Board of Trustees

In the Board of Supervisors  
of  
Contra Costa County, State of California

April 4, 1978

In the Matter of  
JERSEY ISLAND RECLAMATION  
DISTRICT NO. 830  
  
CONFLICT OF INTEREST CODE

Pursuant to Government Code §87304 this Board hereby adopts a Conflict of Interest Code for the above-named Agency as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

PASSED by the Board on April 4, 1978.

AWW/j

I hereby certify that the foregoing is a true and correct copy of an order entered on the minutes of said Board of Supervisors on the date aforesaid.

cc: Jersey Island Reclamation  
District No. 830  
County Counsel  
County Administrator

Witness my hand and the Seal of the Board of  
Supervisors  
affixed this 4th day of April, 1978

J. R. OLSSON, Clerk  
By Robbie Gutierrez, Deputy Clerk  
Robbie Gutierrez

CONFLICT OF INTEREST CODE  
OF THE  
JERSEY ISLAND RECLAMATION DISTRICT NO. 830  
OF  
CONTRA COSTA COUNTY

SECTION 100. Purpose. Pursuant to the provisions of Government Code Sections 87300, et seq., the Board of Supervisors of Contra Costa County hereby adopts the following Conflict of Interest Code for the above-named agency. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code Section 81000). The provisions of this Code are additional to Government Code Section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Code shall be interpreted in a manner consistent therewith.

SECTION 200. Designated Positions. The positions listed on Exhibit "A" are designated positions. Officers and employees holding those positions are designated employees and are deemed to make, or participate in the making of, decisions which may foreseeably have a material effect on a financial interest.

SECTION 300. Disclosure Statements. Designated positions shall be assigned to one or more of the disclosure categories set forth on Exhibit "B". Each designated employee shall file an annual statement disclosing that employee's interest in investments, real property, and income, designated as reportable under the category to which the employee's position is assigned.

SECTION 400. Place and Time of Filing.

(a) All designated employees required to submit a statement of financial interest shall file the original with the Executive Officer of the agency.

(b) In the case of agency heads and the members of boards and commissions, the Executive Officer of the agency which receives the statement of financial interest shall make and retain a copy and forward the original to the Contra Costa County Board of Supervisors.

(c) A designated employee required to submit a statement of financial interest shall submit an initial statement within 30 days after the effective date of this Code.

(d) Civil Service or merit system, including classified or certificated employees appointed, promoted, or transferred to designated positions shall file initial statements within 30 days after date of employment.

EXHIBIT A

(e) All other employees appointed, promoted or transferred to designated positions shall file initial statements not less than 10 days before assuming office (or if subject to confirmation, 10 days before being confirmed), unless an earlier assumption of office is required by emergency circumstances, in which case the statement shall be filed within 30 days thereafter.

(f) Annual statements shall be filed during the month of February by all designated employees. Such statements shall cover the period of the preceding calendar year. Closing statements shall be filed within 30 days of leaving a designated position. Such statements shall cover the period from the closing date of the last statement filed to the date of leaving the position.

(g) A designated employee required to file a statement of financial interest with any other agency, which is within the same territorial jurisdiction, may comply with the provisions of this Code by filing a duplicate copy of the statement filed with the other agency, in lieu of an entirely separate document.

**SECTION 500. Contents of Disclosure Statements.** Disclosure statements shall be made on forms supplied by the Clerk of Contra Costa County, and shall contain the following information:

(a) **Contents of Investment and Real Property Reports:**

When an investment, or an interest in real property, is required to be reported, the statement shall contain:

- (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, exceeds ten thousand dollars (\$10,000), and whether it exceeds one hundred thousand dollars (\$100,000). This information need not be provided with respect to an interest in real property which is used principally as the residence of the filer.

(b) **Contents of Personal Income Reports:**

When personal income is required to be reported, the statement shall contain:

(1) The name and address of each source of income aggregating two hundred and fifty dollars (\$250) or more in value, or twenty-five dollars (\$25) 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 was greater than one thousand dollars (\$1,000), and whether it was greater than ten thousand dollars (\$10,000);

(3) A description of the consideration, if any, for which the income was received;

(4) In the case of a gift, the amount and the date on which the gift was received.

(c) Contents of Business Entity Income Reports:

When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

(1) The name, address, and a general description of the business activity of the business entity;

(2) In the case of a business entity which provides legal or brokerage services, the name of every person who paid fees to the business entity if the filer's prorata share of fees from such person was equal to or greater than one thousand dollars (\$1,000);

(3) In the case of a business entity not covered by paragraph (2), the name of every person from whom the business entity received payments if the filer's prorata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.

(d) Contents of Management Positions Reports:

When management positions are required to be reported, designated employees shall list the name of each business entity not specified above in which they are a director, officer, partner, trustee, employee or in which they hold any position of management.

(e) Initial Statement:

The initial statement filed by an employer appointed to a designated position shall disclose any reportable investments and interests in real property.

(f) Acquisition or Disposal During Reporting Period:

In the case of a statement filed under Section 400(f), if the investment, or interest in real property, was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.

**SECTION 600. Disqualification.** Designated employees must disqualify themselves from making or participating in the making of any decisions in which they have a reportable financial interest, when it is reasonably foreseeable that such interest may be materially affected by the decision. No designated employee shall be required to disqualify himself with respect to any matter which could not be legally acted upon or decided without his participation.

EXHIBIT "A"

Designated Positions

Disclosure Category

Members of the Board of Directors  
or Governing Board

1 and 2

District Manager or Executive Officer

1 and 2

EXHIBIT "B"

Disclosure Categories

General Rule.

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

Designated Employees in Category "1" must report:

All investments, interests in real property, income and any business entity in which the person is a director, officer, partner, trustee, employee, or holds any position of management. Financial interests are reportable only if located within the territory of the agency or if the business entity is doing business or planning to do business in the Agency (and such plans are known by the designated employee) or has done business within the Agency at any time during the two years prior to the filing of the statement.

Designated Employees in Category "2" must report:

Investments in any business entity, and income from any source and status as a director, officer, partner, trustee, employee, or holder of a position of management in any business entity, which has within the last two years contracted, or foreseeably may contract, with the Agency to provide services, supplies, materials, machinery, or equipment to such Agency.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: January 5, 2021

Subject: AUTHORIZING COUNTY ADMINISTRATOR MONICA NINO TO TAKE ACTIONS AND CARRY OUT DUTIES OR FUNCTIONS PREVIOUSLY GRANTED TO DAVID TWA BY NAME

---

**RECOMMENDATION(S):**

APPROVE the extension of all authorizations previously granted to David Twa, by name, to Monica Nino, including, but not limited to, signing grant award documents, filing reports and other duties or functions to support County operations.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

From time to time, the Board provides County employees with authority to carry out duties in support of County operations. This includes, but is not limited to, entering into grant agreements, executing contracts, lease agreements or other legal documents and serving as a contact with state and federal agencies. Depending on the specific issue, that authority may be provided to the County employee in their official capacity, such as by position or title, or simply by name.

Today's action extends all previous authorizations granted by the Board to David Twa, by name, to Monica Nino. All other authorizations granted to the County Administrator, by position or title, will naturally flow to the incumbent of that position over time. This action allows for a smooth transition and will minimize interruptions in service that may occur should Board clarification of authority be requested by outside entities in the future.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Timothy Ewell, (925)  
655-2043

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



CONSEQUENCE OF NEGATIVE ACTION:

There may be instances in which the Board had previously provided authorization to David Twa, by name rather than by position in support of County operations. If that same authority is not extended to Monica Nino, it may result in the need for the Board to take a new action to provide that authority on a case by case basis.

CHILDREN'S IMPACT STATEMENT:

No impact.



**Contra  
Costa  
County**

To: Board of Supervisors  
 From: Alison McKee, Interim County Librarian  
 Date: January 5, 2021

Subject: Ratify and authorize the continuation of the Contra Costa County Library Commission for the period of January 1, 2020 through December 31, 2022.

---

**RECOMMENDATION(S):**

RATIFY and AUTHORIZE the continuation of the Contra Costa County Library Commission for the period January 1, 2020 through March 31, 2021.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Library Commission serves in an advisory capacity to the Board of Supervisors and the County Librarian, provides a forum for the community to provide input concerning Library operations, and recommends proposals to the Board of Supervisors and the County Librarian that may improve the Library.

The Commission is composed of 24 members: 18 city representatives, to be appointed by each City (Town) Council except Richmond; 5 representatives of the County, one appointed by each member of the Board of Supervisors; and one member representing the Contra Costa Central Labor Council. All Board of Supervisors' district nominees are subject to approval by the Board. Other representatives are appointed and approved by their community's local government body.

Since the Board's last reauthorization of the Library Commission

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Alison McKee  
 510-332-7386

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

for three years through December 31, 2019, the Commission has successfully fulfilled its goals. Details of the Library Commission's activities since 2017 can be found in the attached Triennial Review Survey.

The Internal Operations Committee is scheduled to review the triennial advisory body review survey results and staff recommendations beginning in February, 2021. The triennial review survey will include a recommendation from the County Librarian to reauthorize the Library Commission. The Internal Operations Committee is expected to make its recommendation to the Board in spring 2021. Today's recommendation bridges the period between the 2017 authorization, which expired January 1, 2020, and the completion of the next triennial review.

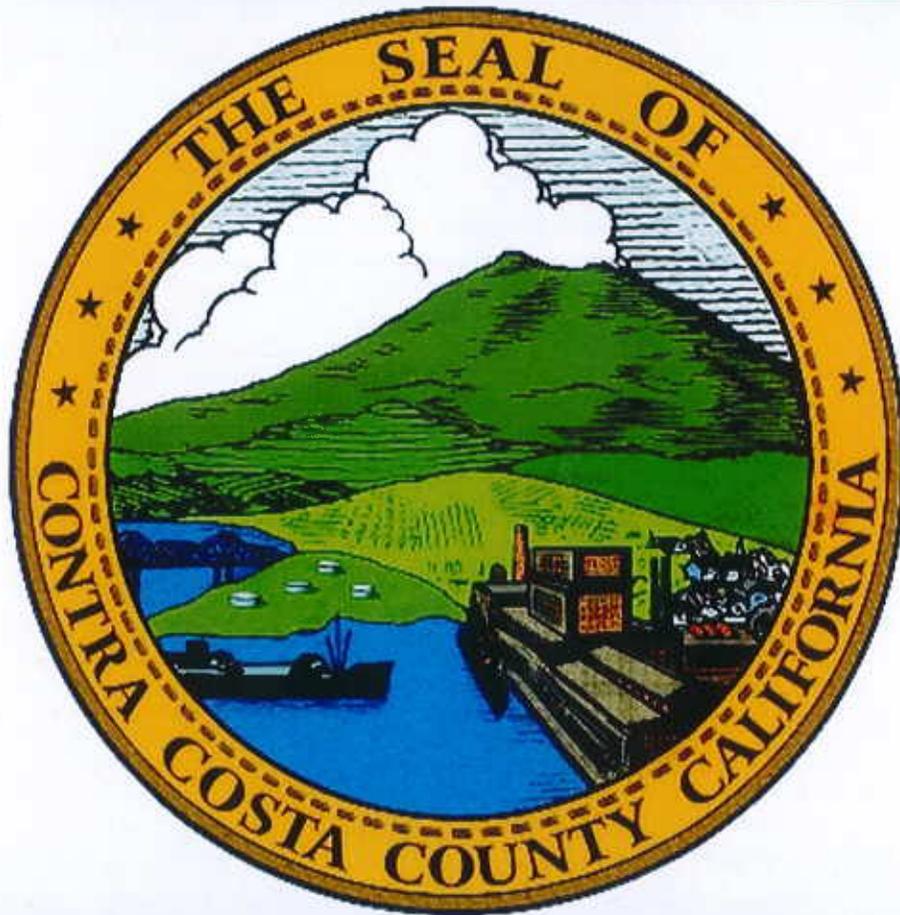
CONSEQUENCE OF NEGATIVE ACTION:

If Library Commission is not reauthorized, cities and various agencies will not be represented and the Library will no longer benefit from their advice.

ATTACHMENTS

2020 Library Commission Triennial Review

# **Contra Costa County Board of Supervisors**



**Triennial Sunset Review of Appointed  
Boards, Committees, & Commissions**

**Phase 1**

## INTRODUCTION

Contra Costa County is governed by a five-member Board of Supervisors elected by the citizens of our County. The work of the Board of Supervisors is augmented by various boards, committees, and commissions that are comprised of residents who are appointed by the Board of Supervisors. These appointed bodies are formed to provide support and citizen input by making recommendations to the Board of Supervisors on various issues such as service delivery problems or community needs. County committees are created in response to specific community needs or as a result of state and federal legislation or contractual agreements with other public agencies. These bodies serve as direct links between the Board of Supervisors and our community while expanding communication between the public and County government and enhancing the quality of life for our residents.

## SUMMARY OF THE TRIENNIAL SUNSET REVIEW PROCESS

The Contra Costa County Board of Supervisors adopted Resolution No. 2012/261 on June 26, 2012, establishing a “triennial sunset review process” for most County boards, committees, and commissions whose members are appointed by the Board of Supervisors. Each year the Clerk of the Board schedules one-third of these committees for review by the County Administrator's Office and the Internal Operations Committee of the Board of Supervisors.

The purpose of the triennial sunset review is to provide the Board of Supervisors with a method to periodically evaluate the purpose, performance, and effectiveness of boards, committees, and commissions. For additional information about the review procedure, please refer to [Resolution 2012/261](#) and the [Advisory Body Handbook](#).

## INSTRUCTIONS

Phase 1 of the Triennial Review will cover the years 2017, 2018, and 2019. Please complete all three parts of the attached survey, including [Part I: Questions](#), [Part II: Materials](#), and [Part III: Signatures & Certification](#).

Completed surveys are due to the Clerk of the Board by **Tuesday, December 1, 2020**. You can submit your completed materials to Lauren Hull, Management Analyst for the Clerk of the Board by *either* e-mail or hardcopy mail.

**E-mail:** [Lauren.Hull@cob.cccounty.us](mailto:Lauren.Hull@cob.cccounty.us)

**Mail:** Contra Costa County Clerk of the Board  
Attn: Lauren Hull  
1025 Escobar Street, 1<sup>st</sup> Floor  
Martinez, CA 94553

*Should you have any questions, please contact Lauren Hull at the above e-mail address or at (925) 655-2007.*

**Contra Costa County Board of Supervisors  
Triennial Sunset Review of Appointed Boards, Committees, & Commissions**

**Part I: Questions**

**CONTACT INFORMATION**

**Name of Advisory or Independent Body (i.e. Committee, Commission, Council, or Board):**  
Contra Costa County Library Commission

**Name of Person Completing the Triennial Review Survey:**  
Alison McKee, Interim County Librarian and Library Commission Secretary

**Chairperson Name:**  
Don McCormick

**Staff Person Name:**  
Walter Beveridge

**Staff Agency/Department:**  
County Library

**Staff Telephone Number:**  
925-608-7730

**Staff Email:**  
walter.beveridge@library.cccounty.us

**Website Address (write "N/A" if the body does not have a website):**  
<https://ccclib.org/commission/>

**MEMBERSHIP**

1. How many authorized, voting seats are on the body?

24

2. How many authorized, voting seats are currently filled?

17

3. Does the body have a sufficient number of members to achieve its mission?

Yes

No

**If "No", do you recommend an adjustment to the number of seats (an increase, decrease, or other restructuring)?**

*Click or tap here to enter text.*

4. Does the body have a sufficient composition of members/types of seats to achieve its mission?

Yes

No

If "No", please indicate which seats you would modify and why.

*Click or tap here to enter text.*

5. Has the body experienced any membership challenges (i.e. high vacancy rates, trouble filling seats, high member turnover, difficulty meeting quorum, or issues with recruitment and retention)?

Yes

No

If "Yes", please describe the membership challenges experienced.

*Click or tap here to enter text.*

6. Are there special qualifications, requirements, or prerequisites for members to serve on the body?

Yes

No

If "Yes", please explain whether the requirements are important and necessary, or describe any issues where these requirements have limited recruitment of potential candidates.

*Click or tap here to enter text.*

## MEETINGS

1. How many meetings were scheduled during the last 36 months?

18

2. During the last 36 months, how many meetings were held?

17

3. How many meetings were cancelled during the last 36 months?

2, although one was rescheduled for a month later.

4. How many meetings were cancelled during the last 36 months *specifically due to a lack of quorum*?

One

## COMMUNITY INFORMATION, OUTREACH, & MEETING NOTICES

1. How does the body engage stakeholders and the general public on issues and programs within the body's area of responsibility?

During every meeting of the Library Commission, members are encouraged to share newsworthy items as they relate to services, programs and collections. For example, there were two libraries under construction/remodel that opened in 2017

and two additional libraries in 2018. Other facilities have received refreshes or received extensive improvements such as the El Sobrante Library after a fire that started outside of the building, causing extensive damage. Commissioners are encouraged to report out to their respective city councils, MACs or school districts (Bay Point/Oakley). Many Commissioners also serve on Library Friends or Foundation Boards in their respective communities. The Chair of the Library Commission has joined the County Librarian and staff in meetings with legislators regarding issues upon which the Board of Supervisors has taken a position. In September 2017, the first (of three) Library Friends, Foundation and Commissioner Forums was held to allow for all CCCL stakeholders to come together to discuss best practices, learn more about the Library strategic plan, marketing and communications plan and legislative issues that will impact CCCL.

2. How are stakeholder and public input incorporated into the body's mission and objectives?

There are opportunities for the public to attend and address the Library Commission meetings during the public comment section of each of the six meetings or submit written communications, also placed on the agenda and read into the minutes. In 2016, the Library Commission formed a Revitalization Committee, surveyed Commission members, stakeholders and appointing authorities of special representatives, and submitted their report to the IOC and Mayors Conference. Feedback was incorporated into a final report that was submitted to the Board of Supervisors who approved reauthorization. The feedback also guided the work of the commission into 2017 and beyond. The 2017 Annual Forum captured comments and suggestions throughout the half-day event to inform the Commission and staff. Library Commissioners frequently serve as members of community-specific Friends of the Library or Library Foundation organizations, which helps strengthen the linkage between the communities and the County Library. In March of 2018, the commissioners and over 18,000 library patrons responded to a survey asking about their use of the library and their thoughts about it. This survey was conducted by a firm called Orangeboy, a library analytics firm based in Columbus, Ohio. The 2018 Forum highlighted the results of this survey and its potential applications to library management. In October of 2019, Commission Chair Don McCormick attended the Urban Libraries Council 2019 Forum, "Preparing To Lead On AI + Digital Citizenship", a 3-day conference in Salt Lake City and was able to share his experience with the rest of the commission at the following meeting. Library Commission agendas and supplemental materials are posted on the Commissions' web page, at all library locations, the Clerk of the Board's Office and various other locations for public consumption.

3. What outreach efforts are undertaken to encourage public participation in meetings and sponsored activities?

The County Librarian meets regularly with each member of the Library Commission, city library committees (San Ramon), other city, county and school staffs and community members and organizations (Library Friends and Foundations), Mayors Conference and the PMA to talk about County Library operations, mission, vision and goals and how this benefits residents of CCC. Library Commissioners are encouraged to regularly report out

to their appointing authorities about the activities of the Commission and the Library. When a topic is of particular interest, local forums may be held with select Commissioners present (Antioch Family Care Center), security in libraries, new library facilities, etc.

4. How far in advance of the meeting date does the body post its meeting notice?  
The requirement is that notices will be posted at least 96 hours before a meeting. Usually the notices are posted a week in advance. The meeting agenda and packet are also posted a week in advance on the Commission page of the Library's website.
5. Where are meeting notices posted? Please note all locations, both physical and electronic. Official posting locations are Library Administration, Pleasant Hill Library, Walnut Creek Library and the Clerk of the Board's Office. Agendas are also sent to each Supervisor's Office, the County Administrator's Office, all Community Libraries, the City of Richmond Library and City offices. The meeting notice and agenda packet are also uploaded onto the County Library website.
6. What information is regularly presented to the body's members to keep them informed of the body's performance?  
Regular reporting on the library, state and federal budgets, strategic plan, staffing challenges, new library construction, marketing and communications plan, outreach and initiatives activities such as STEAM and the library card challenge and reading initiatives, legislative items that will impact library services, library use data and significant projects and expenditures to improve the user experience such as replacing Library website with a new graphic website, wrap Library delivery vehicles with brand images and messages, the elimination of overdue fines, etc.).

## MISSION & PURPOSE

1. What is the original purpose and responsibility of the body, as prescribed in its establishing documents?  
The Contra Costa County Library Commission was originally established in March 1991 for a two year period and has been reauthorized by both the Board of Supervisors and the Mayors Conference for continuance. The original purpose and responsibility of the Commission is five part: 1) To serve in an advisory capacity to the Board of Supervisors and the County Librarian; 2) To provide community linkage to the County Library; 3) To establish a forum for the community to express its views regarding the goals and operations of the County Library; 4) To assist the Board of Supervisors and the County Librarian to provide library services based on assessed public need; and 5) To develop and recommend proposals to the Board of Supervisors and the County Librarian for the betterment of the County Library including, but not limited to, such efforts as insuring a stable and adequate funding level for the libraries in the County.
2. Have there been major changes to the body's responsibility (such as changes in legal mandates or in the major activities that it has undertaken)?  
 Yes  
 No

If "Yes", please describe these changes.

*Click or tap here to enter text.*

3. **Are the body's bylaws reflective of the body's current mission, purpose, and focus? (Alternatively, use this space to indicate if the body does not have bylaws.)**

Yes

No

N/A - body does not currently have bylaws

**If "No", please describe how the body's current mission, purpose, or focus differ from the existing bylaws.**

*Click or tap here to enter text.*

4. **Do you recommend changes to the body's mission, purpose, or focus?**

Yes

No

**If "Yes", please explain the changes you would suggest and why.**

*Click or tap here to enter text.*

5. **What target population or priority communities are served by the body?**

**The Library Commission serves as an advisory body to the Board of Supervisors and the County Librarian. In that capacity, their target population is all current and regular library users and residents, which encompasses the whole of the County excepting the City of Richmond which has its own municipal library.**

6. **List activities, services, programs, and/or special projects the body delivers to achieve its current mission.**

**The Library Commission achieves its mission through having six meetings per year, all of which are open to the public. The Library Commission receives presentations from Library Staff on various projects and operations, so that Commissioners are aware of and able to ask questions regarding those projects and operations. The Library Commission meetings offer a public comment section to allow for open feedback and communication. Library Commissioners also frequently serve on community-specific Friends of the Library or Library Foundation groups, which helps strengthen the linkage between the communities and the County Library. Every year in early Spring, members of the Commission, along with the County Librarian, schedule and attend advocacy meetings with local, state and federal elected officials to advance library-related issues that are part of the Board of Supervisor's legislative agenda.**

## **BUDGET**

1. **Does the body have an annual operating budget?**

Yes

No

2. **Does the body collaborate with any private organization (not the county or an associated governmental agency) that provides, holds, and/or disburses funds on behalf of the body, such as a "Friends" committee or other organization?**

Yes

No

If "Yes", please list the organization.

Most of the individual libraries have Friends groups or foundations (some have both) that provide funding for library programs, facilities upgrades and extra open hours. Many commissioners are members of these groups as well.

## CHALLENGES

1. Are there any additional challenges or problems that the body has been unable to resolve or wishes to bring to the attention of County Administration and/or the Board of Supervisors?

Yes

No

If "Yes", please provide a description of the challenge or concern.

1. Other critical county funding priorities has precluded the county from being able to increase funding for the library as detailed in the Library Commission's July 2016 report, "Promoting Excellence in Library Service for Contra Costa County." 2. Reducing the voter threshold to pass library construction bond measures has been negatively impacted by politics, thus depriving Californians from being able to decide if local communities want to decide on such measures. 3. While the county's seven legislators are all library supporters, their support has not been able to carry over to the state budget receiving an augmentation for literacy and other programs. 4. While most branch libraries have a Friends organization which raise funds to improve library services; there is a lack of a coordinating Friends organization, nor a county wide library foundation.

If "Yes", please also list who is affected by this challenge or problem.

All library patrons in Contra Costa County.

If "Yes", please also list what changes or other recommendations the committee has considered in response.

The Library Commission included a number of recommendations in its "Promoting Excellence in Library Service for Contra Costa County" report, including increased applications for grants, reactivation of the Friends Council county-wide and the hiring of a professional consulting service to secure private gifts and bequests to support Library programs and services.

## ACCOMPLISHMENTS & IMPACT

1. Describe the specific impact of the work of the body and its work in achieving its mission.

1. The Commission developed an in-depth study of the library's funding in a report titled " Promoting Excellence in Library Service for Contra Costa County ." The report showed that the Contra Costa County Library receives significant less funding per capita than any other Bay Area public libraries. The report which was discussed with each supervisor individually, also provided suggestions of how funding might be increased. 2. The Commission developed a Revitalization report in response to the 2015 Triennial Review. It streamlined

the purposes and duties of the Commission, recommended reducing the number of voting members etc. The report was adopted by the Board of Supervisors in December 2016. 3. The Commission drafted letters for the Board of Supervisors to support increased literacy funding, support of SCA3 (55% voter threshold for library construction bonds 2017), ACA-1 (55% voter threshold for housing and library construction bonds 2019) and preserving IMLS (Institute of Museum and Library Services) which is a source of some library grants funding. Some Commissioners drafted similar support letters from their cities and local organizations. Many met with (along with library staff) the local legislators to educate and advocate for improved funding. One commissioner testified at two senate hearings in Sacramento for SCA3. Many are also active in their local libraries and Friends groups and report on Commission activities to their city councils. 4. The Commission participated in September 2017 in the first Annual Library Friends, Foundations and Commission Forum which included members from the Friends groups and foundation board members. This may be the start of forming a county-wide Friends Council. Commission members have been meeting to establish a county-wide Foundation.

2. Describe any effects the body has had on the target population or community. Much of what the Commission does is advocate for increased funding for library services and programs which benefits all patrons of the library system in Contra Costa County.
3. **Optional: Describe any additional comments on the accomplishments and impact of the body.** You may use this space to share additional comments about the work of the body, its effectiveness, the services it provides, or any other related achievements.  
*Click or tap here to enter text.*

## Part II: Materials

**Please attach or provide links to the following materials.**

- Agendas from the last 12 meetings
  - Attached; *or*
  - Link to Agendas from last 12 meetings: *Click or tap here to enter text.*
  
- Minutes (or records of action) from the last 12 meetings
  - Attached; *or*
  - Link to Minutes from last 12 meetings: *Click or tap here to enter text.*
  
- Bylaws currently in effect
  - This body does not have bylaws; *or*
  - Attached; *or*
  - Link to current bylaws:
  
- Annual Reports for years 2017, 2018, and 2019 if available, as submitted to the Board of Supervisors
  - There are no annual reports for the years 2017-2019; *or*
  - Attached; *or*
  - Link to most recent Annual Report: *Click or tap here to enter text.*

## Part II: Materials

Submitted with the 2020 Triennial Review are the following hard copy documents:

**Agendas & Minutes from the last 12 meetings:**

May 2018

September 2018

November 2018

January 2019

March 2019

May 2019

July 2019

September 2019

November 2019

January 2020

July 2020

September 2020

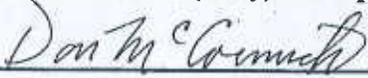
**Current Bylaws (dated March 12, 2019)**

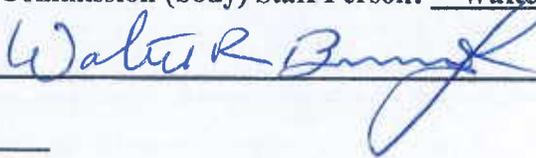
**Annual Reports for 2017, 2018 & 2019 as submitted to the Board of Supervisors**

**Part III: Signatures & Certification**

**Please print, handwritten, and sign this section after reading the certification below:**

*I certify that I have reviewed this survey and believe that our board, committee, or commission's (body's) responses to the 2019 - 2021 Triennial Review survey are complete and accurate.*

**Name of Board, Committee, or Commission (body) Chairperson:** Don McCormick  
**Signature of Chairperson:**   
**Date:** 11/17/20

**Name of Board, Committee, or Commission (body) Staff Person:** Walter Beveridge  
**Signature of Staff Person:**   
**Date:** 11-20-2020

**Please direct completed surveys and any questions to:**

Lauren Hull, Management Analyst for the Clerk of the Board  
[Lauren.Hull@cob.cccounty.us](mailto:Lauren.Hull@cob.cccounty.us)  
(925) 655-2007

**Thank you for your time and cooperation!**



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: 2020 ANNUAL REPORT FROM BOARD ADVISORY BODY – COUNCIL ON HOMELESSNESS

---

**RECOMMENDATION(S):**

RECEIVE the 2020 Annual Report as submitted by the Council on Homelessness.

**FISCAL IMPACT:**

There is no fiscal impact as this is an informational report.

**BACKGROUND:**

On January 7, 2020, the Board of Supervisors adopted Resolution No. 2020/1, which requires that each regular and ongoing board, commission, or committee annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification, and proposed work plan or objectives for the following year.

The attached report fulfills this requirement for the Council on Homelessness.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this report is not received, the Council on Homelessness will not meet its annual reporting requirement to the Board of Supervisors.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Lavonna Martin,  
925-608-6701

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Juliana Mondragon, Marcy Wilhelm

## ATTACHMENTS

Report



## ADVISORY BODY ANNUAL REPORT

Advisory Body Name: \_\_\_\_\_  
Advisory Body Meeting Time/Location: \_\_\_\_\_  
Chair (during the reporting period): \_\_\_\_\_  
Staff Person (during the reporting period): \_\_\_\_\_  
Reporting Period: \_\_\_\_\_

### I. Activities

(estimated response length: 1/2 page)

*Describe the activities for the past year including areas of study, work, special events, collaborations, etc.*

### II. Accomplishments

(estimated response length: 1/2 page)

*Describe the accomplishments for the past year, particularly in reference to your work plan and objectives.*

III. Attendance/Representation

(estimated response length: 1/4 page)

*Describe your membership in terms of seat vacancies, diversity, level of participation, and frequency of achieving a quorum at meetings.*

IV. Training/Certification

(estimated response length: 1/4 page)

*Describe any training that was provided or conducted, and any certifications received, either as a requirement or done on an elective basis by members. NOTE: Please forward copies of any training certifications to the Clerk of the Board.*

V. Proposed Work Plan/Objectives for Next Year

(estimated response length: 1/2 page)

*Describe the advisory body's workplan, including specific objectives to be achieved in the upcoming year.*



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 5, 2021

Subject: Conflict of Interest Code for the Ironhouse Sanitary District

---

**RECOMMENDATION(S):**

APPROVE amended Conflict of Interest Code for the Ironhouse Sanitary District ("District"), including the list of designated positions.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The District has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5.

The changes include an updated list of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the District. A strike-out version of the Conflict of Interest Code is attached as Exhibit B.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Cynthia A. Schwerin, Deputy  
County Counsel, (925) 655-2200

Monica Nino, County Administrator and Clerk of the Board of  
Supervisors

By: , Deputy

cc: Monica Nino, Clerk of the Board of Supervisors, Cynthia A. Schwerin, Deputy County Counsel, Chad Davisson, General Manager, Ironhouse Sanitary District

ATTACHMENTS

Exhibit A - Conflict of Interest Code for the Ironhouse Sanitary District

Exhibit B - Conflict of Interest Code for the Ironhouse Sanitary District -  
STRIKE-OUT

## **CONFLICT OF INTEREST CODE FOR IRONHOUSE SANITARY DISTRICT**

The Political Reform Act (Government Code Section 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) which contains the terms of a standard conflict of interest code which can be incorporated by reference in the agency's code. After public notice and hearing it 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 future amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. Such regulation, and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of Ironhouse Sanitary District.

The designated officials and employees shall file statements of economic interests with the Ironhouse Sanitary District, which will make the statements available for public inspection and reproduction. (Gov't Code § 81008). The original statements of the General Manager and Directors shall be forwarded to the Clerk of the Board of Supervisors for Contra Costa County. Copies of the statements for all designated officials and employees will be retained by Ironhouse Sanitary District.

In addition to any other requirements of 2 California Code of Regulations Section 18730 and any amendments thereto, a candidate for the Board of Directors of Ironhouse Sanitary District shall file, no later than the final filing date of a declaration of candidacy, a statement of economic interests, pursuant to Government Code section 87200 et seq.

## APPENDIX

List of Designated Positions	Assigned Disclosure Categories
Assistant General Manager	1
Consultants*	1
District Secretary	2
Plant Manager	2
Collections System Superintendent	2
Ranch, Levee and Reclamation Superintendent	2
Procurement Specialist	2
Plant Supervisor	3
Collections System Supervisor	3
Ranch, Levee and Reclamation Supervisor	3
Plant Lead	4
Collections System Lead	4
Ranch, Levee and Reclamation Lead	4
<p>*The General Manager may determine in writing that a particular consultant, although a “designated position,” is contracted with to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. 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. (See Government Code § 81008.)</p>	

It has been determined that the positions listed below must automatically file a statement of economic interests pursuant to Government Code Section 87200:

### Directors and Candidates for Election

General Manager

General Counsel

Financial Consultant

### Disclosure Categories:

#### Category 1. Individuals in Category 1 shall disclose:

- All interests in real property located in part or in whole within the boundaries of Ironhouse Sanitary District, within two miles thereof, or within two miles of land owned or used by the District; and
- All investments, business positions and sources of income (including gifts, loans, and travel payments) located or doing business in the jurisdiction of Ironhouse Sanitary District. A business entity is “located or doing business in the jurisdiction of Ironhouse Sanitary District” if the business entity is doing business or plans to do business within the boundaries of the District, or if the business entity owned or leased any facilities within the boundaries of the District, or has done business within the boundaries of the

District, at any time during the two years prior to the time that the disclosure statement of the designated office/employee is filed.

**Category 2.** Individuals in Category 2 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, livestock, construction services or other services, including training or consulting services, of the type utilized by Ironhouse Sanitary District.

**Category 3.** Individuals in Category 3 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, or services, including training or consulting services, of the type utilized by the Operations, Maintenance or Engineering Department of Ironhouse Sanitary District.

**Category 4.** Individuals in Category 4 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, livestock, or services, including training or consulting services, of the type utilized by the Ranch, Levee and Reclamation Department of Ironhouse Sanitary District.

## **CONFLICT OF INTEREST CODE FOR IRONHOUSE SANITARY DISTRICT**

The Political Reform Act (Government Code Section 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) which contains the terms of a standard conflict of interest code which can be incorporated by reference in the agency's code. After public notice and hearing it 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 future amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. Such regulation, and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of Ironhouse Sanitary District.

The designated officials and employees shall file statements of economic interests with the Ironhouse Sanitary District, which will make the statements available for public inspection and reproduction. (Gov't Code § 81008). The original statements [of the General Manager and Directors](#) shall be forwarded to the Clerk of the Board of Supervisors for Contra Costa County. Copies of the statements for all designated officials and employees will be retained by Ironhouse Sanitary District.

In addition to any other requirements of 2 California Code of Regulations Section 18730 and any amendments thereto, a candidate for the Board of Directors of Ironhouse Sanitary District shall file, no later than the final filing date of a declaration of candidacy, a statement of economic interests, [pursuant to Government Code section 87200 et seqas specified in the attached Appendix.](#)

## APPENDIX

List of Designated Positions	Assigned Disclosure Categories
<a href="#">Directors</a>	1
<a href="#">Candidates for Election as Directors</a>	1
<a href="#">Assistant General Manager</a>	1
<a href="#">General Counsel</a>	1
<a href="#">Consultants* (<del>Finance Manager and others as warranted</del>)</a>	1
<a href="#">District Secretary</a>	2
<a href="#">Treasurer</a>	2
<a href="#">Board Clerk</a>	2
<a href="#">Plant Manager</a>	2
<a href="#">Collections System Superintendent</a>	2
<a href="#">Ranch, Levee and Reclamation Superintendent</a> <a href="#">Maintenance Superintendent</a>	2
<a href="#">Procurement Specialist</a>	3
<a href="#">Plant Supervisor</a>	3
<a href="#">Collections System Supervisor</a>	3
<a href="#">Ranch, Levee and Reclamation Supervisor</a>	3
<a href="#">Plant Lead</a>	4
<a href="#">Collections System Lead</a> <a href="#">Maintenance Lead</a>	34
<a href="#">Operations Lead</a>	3
<a href="#">Ranch, Levee and Reclamation Superintendent</a> <a href="#">Lead</a>	4
<a href="#">Ranch, Levee and Reclamation Supervisor</a>	4
<p>*The General Manager may determine in writing that a particular consultant, although a “designated position,” is contracted with to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. 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. (<a href="#">See Government Code § 81008.</a>)</p>	

[It has been determined that the positions listed below must automatically file a statement of economic interests pursuant to Government Code Section 87200:](#)

[Directors and Candidates for Election](#)  
[General Manager](#)  
[General Counsel](#)  
[Financial Consultant](#)

**Disclosure Categories:**

**Category 1.** Individuals in Category 1 shall disclose:

- All interests in real property located in part or in whole within the boundaries of Ironhouse Sanitary District, within two miles thereof, or within two miles of land owned or used by the District; and

- All investments, business positions and sources of income (including gifts, loans, and travel payments) located or doing business in the jurisdiction of Ironhouse Sanitary District. A business entity is “located or doing business in the jurisdiction of Ironhouse Sanitary District” if the business entity is doing business or plans to do business within the boundaries of the District, or if the business entity owned or leased any facilities within the boundaries of the District, or has done business within the boundaries of the District, at any time during the two years prior to the time that the disclosure statement of the designated office/employee is filed.

**Category 2.** Individuals in Category 2 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, livestock, construction services or other services, including training or consulting services, of the type utilized by Ironhouse Sanitary District.

**Category 3.** Individuals in Category 3 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, or services, including training or consulting services, of the type utilized by the Operations, Maintenance or Engineering Department of Ironhouse Sanitary District.

**Category 4.** Individuals in Category 4 shall disclose:

- All investments, business positions and sources of income (including gifts, loans, and travel payments) that provide leased facilities, goods, equipment, vehicles, machinery, livestock, or services, including training or consulting services, of the type utilized by the Ranch, Levee and Reclamation Department of Ironhouse Sanitary District.



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 5, 2021

Subject: Conflict of Interest Code of the Contra Costa County Board of Education

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**RECOMMENDATION(S):**

APPROVE amended Conflict of Interest Code for the Contra Costa County Board of Education ("CCCBOE").

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The CCCBOE has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5.

The revised code includes updates to the description of disclosure categories and no longer incorporates the Contra Costa County Office of Education in its Code. The County Office of Education will maintain its own separate code.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Cynthia A. Schwerin, Deputy  
County Counsel, (925) 655-2200

Monica Nino, County Administrator and Clerk of the Board of  
Supervisors

By: , Deputy

cc: Monica Nino, Clerk of the Board of Supervisors, Cynthia A. Schwerin, Deputy County Counsel, Michelle Kiernan, Executive Secretary, Contra Costa County Board of Education

ATTACHMENTS

Exhibit A - Conflict of Interest Code for the Contra Costa County Board of Education

**Conflict of Interest Code of the  
Contra Costa County Board of Education**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the County Board of Education's conflict of interest code.

County Board members and all other individuals in designated positions shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the appropriate code reviewing body. The County Board shall make the statements available for public review and inspection.

**APPENDIX**

**Disclosure Categories**

**1. Category 1:**

A person designated Category 1 shall disclose:

- a. Interests in real property located entirely or partly within county boundaries, or within two miles of the county boundaries, or of any land owned or used by the County Board.
- b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the county, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the County Board, or manufacture or sell supplies, books, machinery, or equipment of the type used by the County Board.

**2. Category 2:**

A person designated Category 2 shall disclose:

- a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
- b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs.

**Designated Positions:**

**Designated Position Disclosure Category**

County Board Members 1

Consultants to the County Board 2

**Disclosures for Consultants**

Consultants who are hired pursuant to Education Code 1042 may be designated individuals who are required to disclose financial interests as determined on a case-by-case basis. The determination shall be in writing and include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the County Board, makes a governmental decision pursuant to 2 CCR 18700.3.

**CONTRA COSTA COUNTY BOARD OF EDUCATION**

**CONFLICT OF INTEREST CODE**

**Resolution 05-20/21**

**WHEREAS**, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

**WHEREAS**, the Contra Costa County Board of Education has previously adopted a local conflict of interest code; and

**WHEREAS**, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the County Board's conflict of interest code; and

**WHEREAS**, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

**WHEREAS**, the County Board has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

**WHEREAS**, any earlier resolutions, bylaws, and/or appendices containing the County Board's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

**NOW THEREFORE BE IT RESOLVED** that the Contra Costa County Board of Education adopts the following Conflict of Interest Code including its Appendix of Designated Positions and Disclosure Categories.

**PASSED AND ADOPTED THIS** day of , at a meeting, by the following vote:

Ayes: Alleyne, Butler, Chavez, Lewis, Maxwell

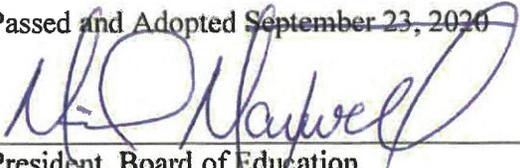
Noes: 0

Absent: 0

Abstain: 0

Passed and Adopted ~~September 23, 2020~~

October 16, 2019 (19)

  
President, Board of Education



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: January 5, 2021

Subject: Conflict of Interest Code of the Contra Costa County Office of Education

---

**RECOMMENDATION(S):**

APPROVE amended Conflict of Interest Code for the Contra Costa County Office of Education ("CCCOE").

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The CCCOE has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5. The CCCOE's prior Code was part of the Code for the Contra Costa County Board of Education, which recently was amended to no longer incorporate the CCCOE.

The COE's revised code includes updates to the description of disclosure categories and to the list of positions designated to file conflict of interest statements. These changes will ensure that the COE's Conflict of Interest Code is consistent with its current organizational structure.

**CONSEQUENCE OF NEGATIVE ACTION:**

None.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Cynthia A. Schwerin, Deputy  
County Counsel, (925) 655-2200

Monica Nino, County Administrator and Clerk of the Board of  
Supervisors

By: , Deputy

cc: Monica Nino, Clerk of the Board of Supervisors, Cynthia A. Schwerin, Deputy County Counsel, Lynn Mackey, Contra Costa County Superintendent of Schools

ATTACHMENTS

Exhibit A - Conflict of Interest Code for the Contra Costa County Office of Education

**Administration****Conflict of Interest Code: Designated Personnel**

CONFLICT OF INTEREST CODE  
OF THE  
CONTRA COSTA COUNTY OFFICE OF EDUCATION

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 and the attached Appendix designating officials and employees and establishing disclosure categories, constitute the conflict of interest code of the Contra Costa County Office of Education.

Persons occupying positions which categorize them as designated employees (pursuant to the attached Appendix) shall file the original Statement of Economic Interest/Form 700 with the Human Resources Department as the Filing Officer in accordance with the disclosure categories listed in the attached Appendix. 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. Persons 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.

**APPENDIX**

**Appendix to Conflict of Interest Code  
of the Contra Costa County Office of Education**

**Disclosure Categories**

**Category 1:**

A person designated Category 1 shall disclose:

All investments, interests in real property and business entities, sources of income, and status as a director, officer, partner, trustee, employee, or holder of any position of management in any business entity. These financial interests are reportable only if located within Contra Costa County or if the business entity is doing business with the County Office of Education (and such plans are known by the designated official) or has done business with the County Office of Education at any time during the two years prior to the filing of the statement of economic interests.

**Category 2:**

A person designated Category 2 shall disclose:

Investments in any business entity, income from any business entity, and status as a director, officer, partner, trustee, employee, or holder or a position of management in any business entity, which has within the last two years prior to the filing of the statement of economic interests, contracted with the Contra Costa County Office of Education to provide services, supplies, materials, machinery or equipment to the Contra Costa County Office of Education.

**Designated Positions:**

<u>Designated Position</u>	<u>Disclosure Category</u>
Administrator, Special Education, Court and Community	1, 2
Administrator, Student Programs	1, 2
Assistant Principal, Student Programs	1, 2
Assistant Superintendent, Human Resources	1, 2
Associate Superintendent, Business Services	1, 2
Human Resources Analyst	2
Coordinator	1, 2
Curriculum Specialist (TUPE)	2
Database Administrator	2
Deputy Superintendent**	1, 2
Director I, CPIN	1, 2
Director I, Curriculum and Instruction	1, 2
Director I, External Business Services	1, 2
Director I, Internal Business Services	1, 2
Director I, Program Support	1, 2
Director II, Communications and Special Projects	1, 2
Director II, General Services	1, 2
Director III, Administrative Business Services	1, 2
Director III, College and Career Readiness	1, 2
Director III, Student Programs	1, 2
Director III, Student Programs (Court and Community Schools)	1, 2
Director III, Technology Systems	1, 2
Financial System Support/Trainer	2
Manager, Budget and Accounting	1, 2
Manager, College and Career Readiness	1, 2

<u>Designated Position</u>	<u>Disclosure Category</u>
Manager, District Business and Payroll Services	1, 2
Manager, Educational Services	1, 2
Manager, Human Resources	1, 2
Manager, Projects, Educational Services	1, 2
Manager, Tech/Curriculum Integration	1, 2
Manager, Technology Project	1, 2
Manager, Technology Systems	1, 2
Network Engineer	1, 2
Payroll and Accounting Support Analyst	2
Principal, Student Programs	1, 2
Project Manager, YS	1, 2
Project Supervisor, Early Learning Quality Improvement Initiatives	2
Senior Director, Educational Services	1, 2
Senior Director, Student Programs and Services	1, 2
Supervisor, Credential Services	2
Supervisor, District Payroll Services	2
Supervisor, Energy, Safety, and Environment	2
Supervisor, Maintenance & Operations	2
Supervisor, Medi-Cal Programs	2
Supervisor, Youth Development Services	2
Technology Support Liaison	2
Technology Systems Engineer	2

**Disclosures for Consultants**

\* The County Superintendent may determine in writing that a consultant is hired to perform a range of duties that is limited in scope and thus not required to comply with disclosure requirements. The written determination is a public record and shall be retained for public inspection.

\*\* It has been determined that the position listed below manages public investments and will file a statement of economic interests pursuant to Government Code Section 87200:

**Deputy Superintendent**

APPROVED BY:

  
 \_\_\_\_\_  
 Lynn Mackey, County Superintendent of Schools

Date: 11/19/20



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Memorandum of Agreement #28-944 with City of Antioch

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Service Director, or designee to execute Memorandum of Agreement (MOA) #28-944 containing mutual indemnification language with the City of Antioch, to allow the Health Services Department to use of the City's Nick Rodriguez Community Center for COVID-19 testing and immunizations, for the period December 28, 2020 through July 31, 2021.

**FISCAL IMPACT:**

Since this is a nonfinancial agreement, there is no cost to the County associated with the signing of this MOA.

**BACKGROUND:**

The County's Health Officer has determined that accessible, timely testing and immunizations are critical to reduce transmission of the COVID-19 virus and to protect the community.

The City of Antioch has agreed based upon the public health emergency to allow the County to provide COVID-19 testing and immunization services at its Nick Rodriguez Community Center located at 213 F Street in Antioch, California. This MOA includes mutual indemnification.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Anna Roth,  
925-957-2670

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm, Noelia Gutierrez

CONSEQUENCE OF NEGATIVE ACTION:

If this MOA is not approved fewer COVID-19 tests will be performed which could increase the number of deaths in Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: 2020 Annual Report for the Emergency Medical Care Committee

---

**RECOMMENDATION(S):**

RECEIVE and APPROVE the 2020 Annual Report by the Contra Costa County Emergency Medical Care Committee (EMCC).

**FISCAL IMPACT:**

There is no fiscal impact as this is an informational report.

**BACKGROUND:**

On January 7, 2020, the Board of Supervisors adopted Resolution No. 2020/1, which requires that each advisory body shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, in December.

The Contra Costa County Board of Supervisors established the Contra Costa County EMCC (Resolutions 68/404, 77/637, 79/640 and by Board Order on February 24, 1998) in accordance with the California Health and Safety Code Division 2.5, Ch. 4, Article 3, to act in an advisory capacity to the Board and the County Health Services Director on matters relating to emergency medical services in the County.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Marshall Bennett,  
925-608-5454

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Rachel Morris, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

The 2020 Annual EMCC Report will not be received in compliance with Resolution No. 2020/1.

ATTACHMENTS

Report



# Emergency Medical Care Committee

## 2020 Annual Report

## Annual Report for 2020

**Advisory Body Name:** Emergency Medical Care Committee (EMCC)

**Advisory Body Meeting Time/Location:** 4:00 p.m. - 5:30 p.m. on the second Wednesday of March, June, September, and December, unless otherwise noted. Meetings are typically held at the EMS Agency office, 777 Arnold Drive, Suite 110, Martinez, unless otherwise noted. Since March 2020, meetings have been held virtually via Zoom.

**Chair:** Jon King (December 2019 – Present)

**Staff Person:** Rachel Morris (January 2017 – Present), Health Services, Emergency Medical Services

**Reporting Period:** January 1, 2020 – December 31, 2020

### I. Activities:

The EMCC, over three (3) regular meetings in the past year, was involved in or kept its membership informed about the following:

- Alliance annual report was approved by the Board of Supervisors, and an amendment to the County-Fire District Emergency Ambulance Services contract that extended the term to December 31, 2025 was approved.
- The continued process to update the county ambulance ordinance. Final draft ambulance ordinance has been released from County Counsel. Next steps include planning how best to reach out to stakeholders to discuss and optimize the plan before bringing the ordinance to the Board of Supervisors. Updates in ordinance are focused on non-emergency ambulance services and public safety, and integration of emergency and non-emergency transport providers in mass casualty and disaster events.
- LEMSA participation with CCHS partners and system stakeholders on opiate overdose workgroup.
- The Board of Supervisors recognized May 17-23<sup>rd</sup> as National EMS Week, and May 20<sup>th</sup> as EMS for Children Day.
- Monitor the continued status of potential closure of Alta Bates Hospital, Alameda County and City of Berkeley workgroup, and concerns of impact to West County.
- San Ramon RFP contract update: This is being discussed at a BOS level with regard to current statutory exclusivity interpretation for Emergency Response Area IV (ERA IV).
- EMSA approved EMS for Children (EMSC) regulations; LEMSA staff working on the local efforts for Contra Costa EMS for Children system of care.
- Treatment guidelines and policies updated for 2021 are mostly finished for sending out for public comment. Implementation is January 1st, 2021.
- The LEMSA along with other Contra Costa County divisions, stakeholders and outside agencies, all worked together during the continued PG&E Public Safety Power Shutoffs (PSPS).
- Biannual activity reported for the Contra Costa Med-Health Coalition to comply with Hospital Preparedness Program (HPP) program requirements.
- Continued adverse impacts on 9-1-1 ambulance providers and patient care associated with prolonged ambulance patient offload delays (APOT).
- EMSA denials of Contra Costa 2016 & 2017 EMS system plans and appeals associated with the County Alliance procurement process in 2014.
- Appointment of Marshall Bennett as the new Director of Emergency Medical Services, and Dr. Senai Kidane as the new Medical Director of Emergency Medical Services.

### II. Accomplishments

- Approval of EMCC 2019 Annual Report.
- Successful nominations and establishing of new EMCC membership for the term 2020-2022.
- LEMSA granted approval and began Buprenorphine trial.

### III. Attendance/Representation

The EMCC is a multidisciplinary committee with membership consisting of representation of specific EMS stakeholder groups and organizations plus one (1) consumer member nominated by each Board of Supervisor member. There are twenty-four (24) authorized, voting seats on the advisory body. At the end of the 2018-2020 term, on September 30, 2020, there were twenty-one (21) member seats filled; three (3) seats were unfilled. So far for the 2020-2022 term, beginning on October 1, 2020, nineteen (19) member seats are filled; five (5) seats are unfilled. A quorum was achieved at three (3) of the three (3) EMCC meetings in 2020. The March meeting was canceled because of heightened activity

around COVID-19.

#### **IV. Training/Certification**

Each new EMCC representative was given a copy of the Advisory Body Handbook and copies of the “The Brown Act and Better Government Ordinance Training Video” and “Ethics Orientation for County Officials” video (updated to “Ethics for Local Government Officials” video offered by the Fair Political Practices Commission) during their two (2) year term. Responsibilities of County Boards were discussed including the responsibility to view the videos and submit signed certifications. For the 2018-2020 term, certification forms were received from 14 of 21 of the representatives. For the 2020-2022 term, certification forms have been received from 11 of 19 representatives so far. The two certificates received this year are attached.

#### **V. Focused Objectives for Next Year**

- Support stakeholder engagement for evaluation and feedback, and ultimately move forward finalization of Draft Ambulance Ordinance to the BOS for approval and implementation.
- Establish EMS Emergency Quality Improvement Plan (EQIP) as a county priority:
  - Stakeholder Education
  - Stakeholder support in building relevant, achievable, and sustainable Quality Improvement Plans that align with CA Regulation and State ‘core’ deliverables.
- Support exploration on innovative models of EMS service delivery with hospital community.
  - Local application related to AB 1544
  - Support ET3 field telehealth intervention as proposed by the Alliance
  - Continue to explore ways to develop a more tiered, efficient, and sustainable response to EMS calls.
- Support emergency ambulance provider and community hospitals efforts to reduce patient transfer of care extended delays that impact the availability of ambulances for the next 9-1-1 call.
- Facilitate cross-discipline work group with the intent to improve EMS Policy #1008 which is intended to guide, coordinate, and support operational integration of patient care between disciplines.

#### **VI. Expected 2021 Reports, updates, and continued support items**

- Continue to explore opportunities and efforts to procure sustainable funding for EMS System emergency communications, dispatch and data infrastructure enhancements to optimize patient care in day to day and disaster conditions.
- Support Medical Health Disaster Coalition preparedness and engagement throughout EMS System.
- Support Medical Reserve Corps’ capability for children and special needs populations.
- Continue to support LEMSA EMS System Plan(s) and Alliance procurement appeals to EMS Commission.
- Continue to monitor and report on EMS System impacts due to changing economics and health care reform.
- Receive 2019 Annual EMS System performance report.
- Support EMS System program (STEMI, Stroke, Cardiac Arrest, EMSC, Quality/Patient Safety and Trauma) initiatives.
- Support and sustain community education and outreach, e.g. *HeartSafe*, Child Injury Prevention.
- Support Law Enforcement Narcan program.
- Support appropriate use of 9-1-1, CPR Anytime, and Automatic External Defibrillator (AED) programs through partnerships with law enforcement, CERT, fire first responders and community coalitions.
- Continue to support the Annual Contra Costa Survivors’ Reunion.
- Monitor West County EMS System associated with closure of Doctors Medical Center and pending closure of Alta Bates.
- Receive updates on the Contra Costa Med/Health Coalition.
- Receive updates on treatment guidelines and policies for 2021.
- Report to EMSA on progress of Buprenorphine trial.



## Training Certification for Members of County Advisory Bodies

Members of Contra Costa County's independent and advisory bodies are required to take two trainings.

### Instructions:

1. **Brown Act & Better Government Ordinance Training:** Brown Act and Better Government Ordinance Training must be completed within 60 days of appointment, and every two years thereafter. This training is available as a video on the Clerk of the Board website, or as an in-person training. Contact the Clerk to find out about opportunities for in-person training.
2. **Ethics Training:** Ethics training, also referred to as AB 1234 Local Government Official Training, is provided by the Fair Political Practices Commission (FPPC). This training is available on their website, and generates a certificate upon completion. Please retain the certificate from the FPPC. Advisory body members who receive compensation, salary, stipend, or expense reimbursement must complete AB 1234 ethics training every two years. All other advisory body members should complete this training once within the first 60 days of appointment.

### Certification

By signing below, I certify that on 12/8/2020, I have watched or attended the entire training: "**The Brown Act and Better Government Ordinance.**"

By signing below, I certify that on 12/2/2020, I completed the Fair Political Practices Commission (FPPC) training: "**Ethics for Local Government Officials.**" I have received the certificate of completion from the FPPC.

Carlee Burr  
(Name of Member)

12/8/2020  
(Date)

EMCC  
(Name of Advisory Body)

*Return this Certification to staff of your advisory body. Your training completion status will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.*

## Public Service Ethics Education Online Proof of Participation Certificate

**Date of Completion:** Dec 02, 2020

**Training Time\*:** 2 hr. 5 min.

This course is an overview course on all public service ethics issues necessary to satisfy the requirements of Article 2.4 of Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code, including the following:

- Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws.
- Laws relating to claiming perquisites ("perks") of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies.
- Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws.
- Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members; and
- General ethical principles relating to public service.

The Fair Political Practices Commission and Attorney General have reviewed this course for course sufficiency and accuracy.



By signing below, I certify that I fully reviewed the content of the entire online AB 1234 course approved by the Attorney General and Fair Political Practices Commission and am entitled to claim two hours of public service ethics law and principles credit.

Participant Signature

Archie Bowles

Participant Name

Contra Costa Co EMS Committee

Agency Name

**NOTE TO PARTICIPANT:** Please provide a copy of this proof of participation to the custodian for such records at your agency. In addition, we recommend you make a copy of this proof of participation for your own records to retain for at least five years. To preserve the integrity of the online certification process; **these certificates are only available upon completing the online session.** \* To satisfy AB 1234 requirements, this certificate must reflect that the public official spent two hours or more reviewing the materials presented in the online course. If the certificate reflects less than two hours, the participant should have on file additional certificates demonstrating that the official has satisfied the entire two hour requirement.



## Training Certification for Members of County Advisory Bodies

Members of Contra Costa County's independent and advisory bodies are required to take two trainings.

### Instructions:

1. **Brown Act & Better Government Ordinance Training:** Brown Act and Better Government Ordinance Training must be completed within 60 days of appointment, and every two years thereafter. This training is available as a video on the Clerk of the Board website, or as an in-person training. Contact the Clerk to find out about opportunities for in-person training.
2. **Ethics Training:** Ethics training, also referred to as AB 1234 Local Government Official Training, is provided by the Fair Political Practices Commission (FPPC). This training is available on their website, and generates a certificate upon completion. Please retain the certificate from the FPPC. Advisory body members who receive compensation, salary, stipend, or expense reimbursement must complete AB 1234 ethics training every two years. All other advisory body members should complete this training once within the first 60 days of appointment.

### Certification

By signing below, I certify that on 11/12/20, I have watched or attended the entire training: **"The Brown Act and Better Government Ordinance."**

By signing below, I certify that on 11/12/20, I completed the Fair Political Practices Commission (FPPC) training: **"Ethics for Local Government Officials."** I have received the certificate of completion from the FPPC.

Jim Selover

(Name of Member)

11-12-20  
(Date)

EMCC

(Name of Advisory Body)

*Return this Certification to staff of your advisory body. Your training completion status will be included in your advisory body's annual report to the Contra Costa County Board of Supervisors. The chair or staff to your advisory body must keep all certifications on file.*



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: Memorandum of Understanding #28-946 with California Department of Public Health

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Memorandum of Understanding #28-946 with California Department of Public Health (CDPH), for COVID-19 laboratory testing at the CDPH Valencia Branch Laboratory for the period from the date of execution until thirty (30) days after the lifting of the declaration of the COVID-19 state of emergency.

**FISCAL IMPACT:**

Approval of this memorandum of understanding will require Contra Costa Health Services to be responsible for certain administrative costs, and a portion of these costs may be covered by insurance. Since CDPH will cover the costs for the actual test, there will be an average savings to the County of \$100 per test. The number of tests is estimated to be as many as 1,000 tests per day, which would result in up to \$5,000 savings per day, and approximately 95% of the test being covered by insurance.

**BACKGROUND:**

The CDPH has contracted with PerkinElmer to expand the State's capacity to respond to the pandemic by providing laboratory

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: RANDY SAWYER,  
925-957-2668

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

equipment, software and supplies necessary to increase capacity for laboratory testing of COVID-19. This will allow for expanded testing by having the laboratories needed to process the tests. Contra Costa Health Services will be responsible for the administrative tracking and shipping of the tests to the Valencia Branch Laboratory. A portion of the administrative costs may be covered by insurance.

Approval of Memorandum of Understanding #28-946 will allow the CDPH to provide the County with COVID-19 laboratory testing. The County is agreeing to indemnify and hold harmless the State for claims arising out of County's performance under this agreement.

CONSEQUENCE OF NEGATIVE ACTION:

There is not enough laboratory capacity to perform the testing necessary for efficient COVID-19 laboratory testing. If this memorandum of understanding is not approved, the County will not receive additional testing.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: January 5, 2021

Subject: AUTHORIZE and RATIFY Memorandum of Understandings #28-947 and #28-948 with Contra Costa Community College District

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**RECOMMENDATION(S):**

1. RATIFY the execution of a memorandum of understanding with the Contra Costa Community College District for the County’s use of premises at Diablo Valley College and Contra Costa College for COVID-19 vaccination sites for the period December 28, 2020 through July 31, 2021.
- 2.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/05/2021**  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: January 5, 2021

Contact: Randy Sawyer,  
925-957-2668

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker, M Wilhelm

RECOMMENDATION(S): (CONTD)

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, subject to approval by the County Administrator and approval as to form by the County Counsel, a memorandum of understanding with the Contra Costa Community College District allowing the State to use the premises at Los Medanos College for COVID-19 testing for the period January 4, 2020 through July 31, 2021.

FISCAL IMPACT:

There is no fiscal impact as these are a nonfinancial agreements.

BACKGROUND:

COVID-19 is prevalent throughout our community. Vaccines have been developed to protect the community from serious health impact, including death. The vaccines will prevent people needing hospital care that is overwhelming hospitals throughout California.

The two existing vaccines that have emergency approval takes two doses of the vaccine to reach full efficacy. The doses are administered 21 or 28 days apart depending on the vaccine. Getting at least 70%, if not more, of our community vaccinated will prevent the further spread of the virus. To do this it is important that the vaccine be available at many different locations with enough people administering the vaccines to reach the greatest amount of our community. This Board Order, when approved, will add three public locations that people can be vaccinated.

Approval of Memorandum of Understandings #28-947 and #28-948 will allow the County to provide additional COVID-19 vaccination sites through July 31, 2021.

The County is agreeing to indemnify and hold harmless the District for claims arising out of County's performance under this agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If the memorandums of understanding are not approved, the County will not receive additional COVID-19 vaccination sites.