

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

SUSAN A. BONILLA, CHAIR, 4th DISTRICT
JOHN GIOIA, 1st DISTRICT
GAYLE B. UILKEMA, 2nd DISTRICT
MARY N. PIEPHO, 3rd DISTRICT
FEDERAL D. GLOVER, 5th DISTRICT

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

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

AGENDA
November 10, 2009

9:00 A.M. Convene and announcement adjournment to Closed Session in Room 101.

Present: District I Supervisor John Gioia
District II Supervisor Gayle B. Uilkema
District III Supervisor Mary N. Piepho
District IV Supervisor Susan A. Bonilla
District V Supervisor Federal D. Glover

Attendees: David J. Twa

Closed Session Agenda:

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: Ted Cwiek and Keith Fleming.

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

2. Agency Negotiators: David Twa and Keith Fleming.

Unrepresented Employees: All unrepresented agency management employees.

B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code, § 54956.9(a))
Robert Berg v. Contra Costa County, Claim No. ADJ 1111446

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to Gov. Code, § 54956.9(c): One potential case.

There were no announcements from Closed Session.

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

Inspirational Thought - *On this Veterans Day, let us remember the service of our veterans, and let us renew our national promise to fulfill our sacred obligations to our veterans and their families who have sacrificed so much so that we can live free.*~ Dan Lipinski

CONSIDER CONSENT ITEMS (Items listed as C.1 through C. 71 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 this section will be considered with the Short Discussion Items.

By unanimous vote of the Board with all Supervisors present, an Urgency Item was added to the consent calendar as C.72 and subsequently adopted:

C.72 AUTHORIZE the Chair, Board of Supervisors to submit letters to the Regional Director, U.S. Bureau of Reclamation, requesting a 30-45 day extension to the comment period on the Environmental Assessment /Finding of No Significant Impact prepared for the 2-Gates Fish Protection Demonstration project; and to the District Engineer, U.S. Army Corps of Engineers, Sacramento District, requesting a 30-45 day extension to the comment period for the 2-Gates Fish Protection Demonstration Project permit applications before the U.S. Army Corps of Engineers.

Vote: 5 - 0

PRESENTATIONS

PR. 1 PRESENTATION recognizing the Veterans Administration Northern California Health Care System for providing medical care to the men and women who have served our country. (Supervisor Bonilla)

Vote: 5 - 0

PR.2 PRESENTATION to launch the 2009 "Contra Costa County Cares" holiday food fight. (Supervisor Bonilla)

Vote: 5 - 0

SHORT DISCUSSIONS ITEMS

SD.1 PUBLIC COMMENT (3 Minutes/Speaker)

There were no requests to speak.

SD.2 CONSIDER Consent Items previously removed.

SD.3 HEARING on the itemized costs of abatement for property located at 164 Michele Dr., San Pablo. (Maria Rosario Escobar, Owner) (Jason Crapo, Department of Conservation and Development)

Vote: 5 - 0

SD.4 HEARING on the itemized costs of abatement for property located at 2447 O'Toole Way, San Pablo. (Xi Side and Hongli Gao, Owners) (Jason Crapo, Department of Conservation and Development)

Vote: 5 - 0

SD.5 HEARING on the itemized costs of abatement for property located at 104 Market Ave., Richmond. (Donell Dowell, Sr., Owner) (Jason Crapo, Department of Conservation and Development)

Vote: 5 - 0

SD.6 HEARING on the itemized costs of abatement for property located at 1660 3rd St., Richmond. (Panfilo Armas, Owner) (Jason Crapo, Department of Conservation and Development)

Vote: 5 - 0

SD.7 CONSIDER approving and authorizing the Health Services Director, or designee, to submit a funding application to the Centers for Disease Control in an amount not to exceed a total of \$20,000,000 for fiscal years 2010/2011 and 2011/2012, to address obesity and physical activity throughout Contra Costa and in the 19 school district systems; authorizing the Chair of the Board of Supervisors to sign a letter of support for the application; and designating a member of the Board of Supervisors to be on the leadership council. (No County match) (William Walker, M.D., Health Services Director)

Vote: 5 - 0

SD.8 CONSIDER accepting the Industrial Safety Ordinance Annual Report submitted by Health Services Department. (Randall Sawyer, Health Services Department)

ACCEPTED the report; and REQUESTED an additional report covering the prior and current year regarding the grants, settlements and penalty funds worked on by the Hazardous Materials Ombudsman.

Vote: 5 - 0

11:00 A.M.

Veterans Day Memorial Celebration in honor of the men and women of our country who have served, and who are currently serving, in the Armed Forces of the United States. (Supervisor Bonilla)

Closed Session

DELIBERATION ITEMS

D.1 1:00 P.M.

HEARING on an appeal of a decision by the San Ramon Valley Regional Planning Commission to deny a request to modify the Blackhawk Final Development Plan to allow the construction of a private residential deck within a common open space area to the rear of the residence at 101 Wild Oak Court in the Danville/Blackhawk area. (Surainder and Vinita Singh – Applicants, Appellants & Owners) (Aruna Bhat, Conservation and Development)

Vote: 5 - 0

D.2 CONSIDER approving and authorizing the Chair, Board of Supervisors to execute the Intergovernmental Agreement between the County of Contra Costa and the Guidiville Band of Pomo Indians on measures to mitigate impacts of the Pt. Molate Project on the off-Reservation environment and the community generally in Contra Costa County. (David Twa, County Administrator)

David Twa, County Administrator, presented the staff report as presented in the board order.

Chair Bonilla called for public comment. The following people spoke:

*Andres Soto, resident of Richmond; Michael Frailand, resident of Richmond;
Joan Gallegos, resident of Contra Costa Don Gosney, resident of Richmond;
Marty Barrego, resident of Richmond; Joan Garrett, resident of Richmond;
Raymond Landry, resident of Richmond; Sherman Harris, resident of Richmond;
Carey Kachurka, resident of Richmond; David Bradley, resident of Richmond;*

Tara Amado, resident of Richmond; Judie VanAmburgh, resident of Richmond; John Anderson, resident of Richmond; Charles T. Smith, Committee to Save Point Molate; Gloria Magleby, resident of Bay Point; Pam Stella, Richmond Citizens Shoreline Response; Dr. Henry Clark, resident of Richmond; Judith Piper, Richmond Shoreline Citizen Response; David Lovelace, resident of Richmond; Michael Palmore, resident of Richmond; Mathew Millan, resident of Richmond; Maurice Cathey, resident of Richmond; Fred Breach, resident of Walnut Creek; Jane Sumpter, resident of Richmond; Tom Frenkel, resident of Richmond; Samuel Smith, resident of Richmond; Citizen, resident of Richmond; Citizen (2), resident of Richmond; Wilfred Withers, resident of Richmond; Carlos Bird, resident of Richmond; Andrew Wilson, resident of Richmond; Lech Naumovich, East Bay California Native Plant Society; Aram Hodess, Plumbers Local 159; Greg Feere, Contra Costa Building Trades Council; Alan Titus, resident of Mill Valley; Rafael Madrigal, 23rd Street Merchants Association; Jason Gallia, resident of Richmond; Roberta Reyes, resident of Richmond; Tom Hansen, resident of Crockett; Pam Aguilar, resident of Concord; Jim Levine, Upstream Point Molate.

Vote: 5 - 0

D.3 CONSIDER reports of Board members.

Supervisors Gioia, Piepho, and Bonilla attended the Industrial Association luncheon. Supervisor Uilkema attended the California LAFCo meeting. On water issues, Delta counties are gathering a delegation to visit Washington D.C. Supervisors Uilkema and Piepho reported that the southern areas of the state appeared to have very strong support and a majority of votes in their favor, and that the Bay Area counties would continue to work toward the best interests of the constituents.

Adjourn in memory of
Dr. Arthur Clair Hollister, Jr.

CONSENT ITEMS

Road and Transportation

C.1 ADOPT Resolution No. 2009/521 approving and authorizing the Public Works Director, or designee, to submit the application for grant funds for the Environmental Enhancement and Mitigation Program under Section 164.56 of the Streets and Highways Code for the Vasco Road Safety Improvements project, East County Area. (100% State grant funds)

Vote: 5 - 0

Engineering Services

C.2 ADOPT Resolution No. 2009/518 accepting completion of warranty period and release of cash deposit for faithful performance, for SD 05-08924, for project being developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)

Vote: 5 - 0

C.3 ADOPT Resolution No. 2009/519 accepting completion of warranty period and release of cash deposit for faithful performance, SD 06-08930, for project being developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)

Vote: 5 - 0

C.4 ADOPT Resolution No. 2009/520 accepting completion of warranty period and release of cash deposit for faithful performance for the Subdivision Agreement (Right-of-Way Landscaping), for PA 04-00017, for project being developed by Shapell Homes, a Division of Shapell Industries Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No Fiscal Impact)

Vote: 5 - 0

C.5 ADOPT Resolution No. 2009/522 accepting completion of landscape improvements for Subdivision Agreement (Right-of-Way Landscaping) for RA 05-01206, (cross-reference SD 05-08984), project developed by O'Brien at Pacheco, LLC, as recommended by the Public Works Director, Martinez area. (No Fiscal Impact)

Vote: 5 - 0

C.6 ADOPT Resolution No. 2009/523 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Coventry Road on October 31, 2009 from 2:00 through 10:00 P.M., for the purpose of block party, Kensington area.

Vote: 5 - 0

C.7 ADOPT Resolution No. 2009/524 approving and authorizing the Public Works Director, or designee, to partially close a portion of Danville Boulevard, on December 6, 2009 from 4:30 PM through 8:00 PM, for the purpose of annual community holiday tree lighting, Alamo area. (No Fiscal Impact)

Vote: 5 - 0

C.8 ADOPT Resolution No. 2009/525 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Vasco Road, on October 29, 2009, 7:00pm through November 2, 2009, 6:00am, for the purpose of completing realignment of Vasco Road between mile post 3.0 and 4.3 within Alameda County, Byron area. (No fiscal impact)

Vote: 5 - 0

Special Districts & County Airports

C.9 APPROVE Award of contract and AUTHORIZE the General Services Director, or designee, to execute a contract with Fort Bragg Electric Inc., the lowest responsive and responsible bidder, in the amount of \$278,090 for for New Generators for Fire Station No.1, 1330 Civic Drive, Walnut Creek, Fire Station No. 5, 205 Boyd Road, Pleasant Hill, and Fire Station No. 15, 3338 Mt. Diablo Boulevard, Lafayette, for the Contra Costa County Fire Protection District. (100% CCC FPD Funds)

Vote: 5 - 0

Claims, Collections & Litigation

C.10 CONSENT to joint representation of County and Redevelopment Agency and other parties by Goldfarb & Lipman on specified affordable housing and redevelopment projects; APPROVE and AUTHORIZE County Counsel, or designee, to execute a conflict waiver. (No fiscal impact)

Vote: 5 - 0

C.11 DENY claims by D'Angelo Boone; and Joel Uribe.

Vote: 5 - 0

Statutory Actions

C.12 APPROVE minutes for the October 2009 as on file with the Clerk of the Board.

Vote: 5 - 0

C.13 APPROVE Board Member reports for September and October 2009.

Vote: 5 - 0

Honors & Proclamations

C.14 ADOPT Resolution No. 2009/507 to launch the 2009 "Contra Costa County Cares" holiday food fight, as recommended by Supervisor Bonilla. (See PR.2)

Vote: 5 - 0

C.15 ADOPT Resolution No. 2009/509 recognizing the Veterans Administration Northern California Health Care System for providing medical care to the men and women who have served our country, as recommended by Supervisor Bonilla. (See PR.1)

Vote: 5 - 0

C.16 ADOPT Resolution No. 2009/514 recognizing Gudio Novero for 40 years of volunteer service to Contra Costa County, as recommended by Supervisor Glover.

Vote: 5 - 0

C.17 ADOPT Resolution No. 2009/526 honoring the County Veterans Service Office, as recommended by Supervisor Bonilla. (See 11:00 a.m Veterans Memorial Celebration)

Vote: 5 - 0

C.18 ADOPT Resolution No. 2009/529 recognizing Joyce Johnson Hamilton and her 30 years with the Diablo Symphony Orchestra, as recommended by Supervisor Piepho.

Vote: 5 - 0

Ordinances

C.19 ADOPT Ordinance No. 2009-31, as introduced on November 3, 2009, authorizing an increase in the number of tables permitted in a cardroom to 19 tables, as recommended by the Sheriff-Coroner. (Increased revenue from cardroom fees)

Vote: 5 - 0

Appointments & Resignations

C.20 REAPPOINT the following individuals to the Workforce Development Board, with term ending June 30, 2013, as recommended by the County Administrator (No fiscal impact):

<u>Nominee</u>	<u>Seat</u>
Pam Aguilar	Labor #1
John Montague	Economic Development #1
April Treese	Business #4

Bob Brewer	Community Based Organization #1
Bart Gilbert	Community Based Organization #2
Tom Waller	Business #6
Yolanda Vega	Business #7
Gretchen Medel	Business #9
Tony DeVenuta	Business #17
Pete Murray	Business #18

Vote: 5 - 0

C.21 APPOINT Sean Duckworth to the At Large #11 seat on the Contra Costa Commission for Women, as recommended by the County Administrator.

Vote: 5 - 0

C.22 APPOINT in lieu of election Marc Haefke to the Reclamation District 830 Board of Trustees, as recommended by Supervisor Glover.

Vote: 5 - 0

C.23 ACCEPT the resignation of Celine Zwang from the District II-A seat of the Alcohol and Other Drugs Advisory Board effective immediately, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Uilkema.

Vote: 5 - 0

C.24 APPOINT Arthur Walenta to the District I seat on the Contra Costa County Assessment Appeals Board, as recommended by Supervisor Gioia.

Vote: 5 - 0

C.25 APPOINT Dustin Samuel Lewis to the Appointee 5 seat on the Knightsen Town Advisory Council, as recommended by Supervisor Piepho.

Vote: 5 - 0

Appropriation Adjustments

C.26 Sheriff's Office (0362): APPROVE Appropriation and Revenue Adjustment No. 5020 authorizing new revenue in the amount of \$63,060 from the State of California, fiscal year 2007 Buffer Zone Protection Program for the purchase of Homeland Security related equipment in the Office of the Sheriff. (Catalog of Federal Domestic Assistance # 97.078)

Vote: 5 - 0

C.27 Sheriff's Office (0362): APPROVE Appropriation and Revenue Adjustment No. 5021 authorizing new revenue in the amount of \$128,908 from the State of California, 2008 Homeland Security Grant Program grant for the purchase of homeland security related services and equipment in the Office of the Sheriff. (Catalog of Federal Domestic Assistance # 97.067)

Vote: 5 - 0

Intergovernmental Relations

C.28 Acting in its capacity as the Board of Directors of the East Contra Costa Fire Protection District, ADOPT Resolution No. 2009/527 to change the governing structure of the East Contra Costa Fire Protection District from an appointed board of directors comprising the Contra Costa County Board of Supervisors to a board composed of directors appointed by the cities of Brentwood and Oakley and the County of Contra Costa. (No fiscal impact)

Vote: 5 - 0

Personnel Actions

C.29 ADOPT Position Adjustment Resolution No. 20734 to add one Intermediate Typist Clerk- Project (represented) position in the Health Services/Mental Health Division. (100% Mental Health Service Act Funds)

Vote: 5 - 0

C.30 Adopt Position Adjustment Resolution No. 20744 to reactivate the classification of Public Works Chief of Administrative Services (unrepresented), reallocate salary level, add one position; and cancel one Administrative Services Officer (unrepresented) position; and one Clerk - Senior Level (represented) position in the Public Works Department, as recommended by the Assistant County Administrator - Human Resources Director. (Cost Savings)

Vote: 5 - 0

Grants & Contracts

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

C.31 APPROVE and AUTHORIZE the Employment and Human Services Director, or his designee, to apply for and accept funding from the State Department of Social Services in an amount not to exceed \$502,744 for fraud prevention, detection, referral, investigation and program integrity efforts related to the In-Home Supportive Services Program. (55% Federal, 45% State, plus a 19% County match [\$97,236]).

Vote: 5 - 0

C.32 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with West Contra Costa County Meals on Wheels, to pay County an amount not to exceed \$11,386 to provide congregate meal services for County's Senior Nutrition Program for the period July 1, 2009 through June 30, 2010, with a three-month automatic extension through September 30, 2010 in an amount not to exceed \$2,772. (No County match)

Vote: 5 - 0

C.33 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with the City of Hercules, to pay the County an amount not to exceed \$11,378 to provide congregate meal services for County's Senior Nutrition Program for the period July 1, 2009 through June 30, 2010, with a three-month automatic extension through September 30, 2010 in an amount not to exceed \$2,844. (No County match)

Vote: 5 - 0

C.34 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with City of San Pablo, to pay the County an amount not to exceed \$27,150 to provide congregate meal services for County's Senior Nutrition Program for the period July 1, 2009 through June 30, 2010, with a three-month automatic extension through September 30, 2009 in an amount not to exceed \$6,785. (No County match)

Vote: 5 - 0

C.35 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with the City of El Cerrito to provide congregate meal services for County's Senior Nutrition Program for the period July 1, 2009 through June 30, 2010, with a three-month automatic extension through September 30, 2010. (No fiscal impact)

Vote: 5 - 0

C.36 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to submit an amendment to clarify reporting requirements for the Community Services Block Grant Recovery Act Local Plan which outlines various self-sufficiency programs funded by the California Department of Community Services and Development, with no change to the payment limit of \$1,200,000 or term of July 1, 2009 through September 30, 2010. (No County match)

Vote: 5 - 0

C.37 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the State Department of Rehabilitation, to pay the County an amount not to exceed \$306,498 to provide vocational rehabilitation services for individuals with psychiatric disorders for the period July 1, 2009 through June 30, 2010. (No County match)

Vote: 5 - 0

C.38 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the State Emergency Medical Services Authority, to pay the County an amount not to exceed \$142,000 for the Regional Medical Disaster Planning Project for the period July 1, 2009 through June 30, 2010. (Requires County Match not to exceed \$38,586 from the SB12 Emergency Medical Services Authority funds)

Vote: 5 - 0

C.39 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the Genard Aids Foundation in an amount not to exceed \$25,500 for the County's Public Health Division AIDS Program, for the period July 1, 2009 through June 30, 2010. (No County match)

Vote: 5 - 0

C.40 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a Grant Award contract with Neighborhood House of North Richmond, to pay the County an amount not to exceed \$25,000 for the West County Peer Breastfeeding Counselor Enhancement Project, for the period November 1, 2009 through September 30, 2010. (No County match)

Vote: 5 - 0

C.41 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, Office of AIDS, to pay the County an amount not to exceed \$6,853 for the County's AIDS Drug Assistance Program, for the period July 1, 2009 through June 30, 2010. (No County match)

Vote: 5 - 0

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

C.42 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Yellowstone Boys and Girls Ranch in an amount not to exceed \$150,000 to provide a day treatment program for seriously emotionally disturbed adolescents for the period July 1, 2009 through June 30, 2010, with a six-month automatic extension through December 31, 2010 in an amount not to exceed \$75,000. (100% by Individuals with Disabilities Act [IDEA/Senate Bill 90])

Vote: 5 - 0

C.43 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Monument Community Partnership, effective October 1, 2009, to increase the payment limit by \$67,500 to a new payment limit of \$185,501 to provide additional required compliance report services, with no change in the original term of July 1, 2009 through June 30, 2010. (64% by California Nutrition Network and 36% by the Hospital Council of Northern and Central California)

Vote: 5 - 0

C.44 APPROVE AND AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract with AtPac, Inc. in an amount not to exceed \$663,076 for upgrade, maintenance and related professional support of the Clerk-Recorder Imaging and Information System (CRiIS) for the period July 1, 2009 through June 30, 2011. (100% Recorder Modernization funds)

Vote: 5 - 0

C.45 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Infoimage of California, Inc., effective August 1, 2009, to increase the payment limit by \$200,000 to a new payment limit of \$650,000 to provide additional patient billing services, with no change in the original term of January 1, 2008 through December 31, 2010. (100% Enterprise Fund I)

Vote: 5 - 0

C.46 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the Health Care Interpreter Network, effective October 1, 2009, to increase the payment limit by \$50,000 to a new payment limit of \$173,086 to provide an additional level of interpretation services to include American Sign Language, with no change in the original term of April 1, 2009 through June 30, 2010. (100% Enterprise Fund I)

Vote: 5 - 0

C.47 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order with DrFirst.com in the amount of \$110,000 to provide a web-based medication history and electronic prescribing (e-Prescribing) application, for the period January 1 through December 31, 2010. (88% Blue Cross of California, 12% Coverage Initiative Grant)

Vote: 5 - 0

C.48 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diablo Nephrology Medical Group, Inc., in an amount not to exceed \$360,000 to provide professional nephrology services to patients at Contra Costa Regional Medical and Health Centers and the County's Detention Facilities, for the period November 1, 2009 through October 31, 2012. (100% Enterprise I Funds)

Vote: 5 - 0

C.49 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order(s) for emergency medical transportation vouchers in the amount of \$8,000 and emergency food cards in the amount of \$2,650 for the AIDS Program. (100% Ryan White CARE Act)

Vote: 5 - 0

C.50 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order to pay \$500 to Mental Health Consumer Concerns to sponsor the Annual Holiday Event, in support of therapeutic activities for individuals in the public mental health system. (100% Mental Health Services Act funds)

Vote: 5 - 0

C.51 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Catholic Charities CYO of the Archdiocese of San Francisco in an amount not to exceed \$300,000 to provide day treatment services for seriously emotionally disturbed children at its St. Vincent's School for Boys for the period July 1, 2009 through June 30, 2010, with a six-month automatic extension through December 31, 2010 in an amount not to exceed \$150,000. (55% Federal Medi-Cal, 30% State Early and Periodic Screening, Diagnosis and Treatment, 10% Individuals with Disabilities Education, 5% Mental Health Realignment)

Vote: 5 - 0

C.52 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The PC Professional Incorporation in an amount not to exceed \$378,000 to provide consultation and technical assistance to the Department's Information Systems Unit with regard to technical support services, for the period November 1, 2009 through October 31, 2010. (100% Enterprise Fund I)

RELISTED to a date undetermined.

C.53 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Sunbridge Harbor View Rehabilitation Center in an amount not to exceed \$127,750 to provide residential care and mental health services to severely emotionally disturbed adolescents for the period July 1, 2009 through June 30, 2010, with a six-month automatic extension through December 31, 2010 in an amount not to exceed \$63,875. (50% Mental Health Realignment, and 50% Contra Costa County Employment and Human Services Department)

Vote: 5 - 0

C.54 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation Contract with Edgewood Center for Children and Families in an amount not to exceed \$220,460 to provide day treatment services for severely emotionally disturbed children for the period July 1, 2009 through June 30, 2010, with a six-month automatic extension through December 31, 2010 in an amount not to exceed \$55,115. (24% Federal Medi-Cal, 24% State Early and Periodic, Screening, Diagnostic and Treatment, 52% Individuals with Disabilities Education Act)

Item removed from Agenda by CAO, to return date uncertain.

C.55 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Early Childhood Mental Health Program in an amount not to exceed \$1,440,665 to provide specialized mental health services to children and their families in West County for the period July 1, 2009 through June 30, 2010, with a six-month automatic extension through December 31, 2010 in an amount not to exceed \$720,332. (50% Federal Medi-Cal Revenue, 48% State Early and Periodic Screening, Diagnostics, and Treatment Program, 2% Mental Health Realignment)

Vote: 5 - 0

C.56 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Walgreen Co., in an amount not to exceed \$100,000 for dispensing Influenza Virus H1N1 antiviral medications for the period November 1, 2009 through October 31, 2010. (100% State)

Vote: 5 - 0

C.57 RATIFY the purchase of equipment and services by the Purchasing Agent, on behalf of the Sheriff-Coroner, from ECS - Engineered Control Systems for the replacement of the intercom system at the West County Detention Facility in an amount not to exceed \$141,500. (100% General Fund)

Vote: 5 - 0

Other Actions

C.58 APPROVE proposed revisions to the Contra Costa Integrated Pest Management Policy, as recommended by the Health Services Director. (No fiscal impact)

Vote: 5 - 0

C.59 APPROVE the proposed bylaws, which will govern the Integrated Pest Management (IPM) Advisory Committee, as recommended by the Health Services Director. (No fiscal impact)

On this day the following people spoke to the Board regarding use of pesticides in the County: Carol Shenon, Moraga resident, Katherine D. Barrett, Orinda resident, Terri Sullivan, El Cerrito resident, Karen Perkins, Moraga resident, Sheila Hill, Concord resident, Faye Starkweather, Orinda resident, Susan Junfish, Moraga resident. Joanne Genet, PEHAB, submitted written comments. Supervisor Piepho said she feels we have reduced pesticide use greatly in the last few years and she called on Patty McNamee, Public Works, who told the Board the County has made major reduction since identifying the "bad actors" in pesticides and Public Works continues to work the IPM.

Supervisor Gioia made the following amendments in the IPM Advisory Committee By-Laws: the Pest Management Contractor would no longer be a voting member; listed under B. Membership Requirements, 1. the language shall read as **"members must reside or work in Contra Costa County and shall reflect the ethnic, racial and geographic diversity of the County"**

Vote: 5 - 0

C.60 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to submit the Contra Costa County Area Agency on Aging Area Plan Year End Report for fiscal year (FY) 2008/2009 to the California Department of Aging and AUTHORIZE the Chair, Board of Supervisors, to sign the Letter of Transmittal.

Vote: 5 - 0

C.61 DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of vehicles no longer needed for public use as recommended by the General Services Director.

Vote: 5 - 0

C.62 ADOPT Resolution No. 2009/515 approving the issuance of single family mortgage revenue bonds in one or more series in an aggregate amount not to exceed \$50 million to first time homebuyer mortgage assistance, and the submittal of an application to the California Debt Limit Allocation Committee to obtain the required allocation of private activity volume cap for the bonds, as recommended by the Conservation and Development Director.

Vote: 5 - 0

C.63 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to accept \$10,000 payment in lieu of a full repayment of \$53,210 in Community Development Block Grant (CDBG) funds and to execute the appropriate documents to reconvey the Deed of Trust for property located at 1314 Chestnut Street, Martinez. (100% CDBG funds)

ADOPTED the recommendations; and REQUESTED a report be prepared for the Board's consideration in January 2010 with an estimate of the number of CDBG property loans that may be subject to this type of in lieu settlement, the possible financial ramifications to the CDBG fund and the County, and an overview of options to manage these actions.

Vote: 5 - 0

C.64 APPROVE the Contra Costa Consortium Funding Agreement for Neighborhood Stabilization Program 2 funds, and AUTHORIZE the Conservation and Development Director, or designee, to execute the Consortium Funding Agreement (100% American Recovery and Reinvestment Act funds)

Vote: 5 - 0

C.65 APPROVE the list of providers recommended by the Contra Costa Health Plan's Peer Review and Credentialing Committee at its October 20, 2009 meeting, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

Vote: 5 - 0

C.66 APPROVE and AUTHORIZE the Health Services Director, or designee, to sign an Application and Use Permit with John Swett Unified School District for use of Rodeo Hill Elementary School by the Health Services Department's Public Health Division Immunization Program for flu vaccine clinics. (No cost)

Vote: 5 - 0

C.67 ADOPT Resolution No. 2009/531 authorizing on behalf of the West Contra Costa Unified School District, the sale and issuance of General Obligation Bonds, Election of 2005, Series D, in an aggregate principal amount not to exceed \$30,000,000 as recommended by the County Administrator.

Vote: 5 - 0

C.68 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a Memorandum of Understanding with California State University, Sacramento, to provide course instruction within the Bachelor of Arts degree requirements in Child Development: Early Development, Care and Education to Department staff at Department sites, for the period September 22, 2009 through June 30, 2012. (No fiscal impact)

Vote: 5 - 0

C.69 ADOPT the proposed schedule of Board of Supervisors meetings for 2010, including the cancellation of those meetings at which it is anticipated that there will not be a quorum of Board members present, as well as the scheduling of specified special events, as recommended by the County Administrator.

The Board approved the 2010 meeting schedule with the following amendments: the March 16, 2010 meeting was canceled; March 9, 2010 was added as a meeting date; and the December 21, 2010 meeting was canceled.

Vote: 5 - 0

Redevelopment Agency

C.70 APPROVE and AUTHORIZE the Redevelopment Director to execute a Second Amendment to the Agency Assistance Agreement between the Contra Costa County Redevelopment Agency and Pleasant Hill Transit Village Associates, LLC adjusting the allocation of funds for BART patron parking improvements and infrastructure associated with the Avalon Walnut Creek at Contra Costa Centre Transit Village Program. (100% Redevelopment funds)

Vote: 5 - 0

C.71 APPROVE and AUTHORIZE the Redevelopment Director to submit a Greenhouse Gas Reduction Grant Program application to the Bay Area Air Quality Management District (BAAQMD) for approximately \$200,000 to fund improvements to the Rodeo Senior Center Building located at 189 & 199 Parker Avenue, Rodeo. (100% BAAQMD funds)

Vote: 5 - 0

Urgency Item

U. 1 AUTHORIZE the Chair of the Board of Supervisors to submit two letters to: (1) Regional Director, U.S. Bureau of Reclamation, requesting a 30-45 day extension to the comment period on the Environmental Assessment (EA)/Finding of No Significant Impact (FONSI) prepared for the 2-Gates Fish Protection Demonstration Project; and, (2) District Engineer, U.S. Army Corps of Engineers, Sacramento District, requesting a 30-45 day extension to the comment period for the 2-Gates Fish Protection Demonstration Project permit applications before the U.S. Army Corps of Engineers, as recommended by the Conservation and Development Director.

GENERAL INFORMATION

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

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

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

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913; or via the County's web page: www.co.contra-costa.ca.us, by clicking "Submit Public Comment" (the last bullet point in the left column under the title "Board of Supervisors.")

Requests for reconsideration of a land use (planning) decision must be submitted in writing to the Clerk of the Board of Supervisors within 10 days of the Board's decision, and must identify the new information which was not before the Board of Supervisors when the decision was made.

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

Copies of taped recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board.

Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

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

Applications for personal subscriptions to the weekly Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The weekly agenda may also be viewed on the County's Internet Web Page: www.co.contra-costa.ca.us

The Closed Session agenda is available each week upon request from the Office of the Clerk of the Board, 651 Pine Street, Room 106, Martinez, California, and may also be viewed on the County's Web Page.

STANDING COMMITTEES

The **Airport Committee** (Supervisors Mary N. Piepho and Susan A. Bonilla) meets on the first Monday of the month at 9:00 a.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

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

The **Finance Committee** (Supervisors John Gioia and Susan A. Bonilla) meets on the first Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors Gayle B. Uilkema and Mary N. Piepho) meets on the third Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

The **Public Protection Committee** (Supervisors Federal D. Glover and John Gioia) meets on the first Monday of the month at 2:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

Airport Committee			See above
Family & Human Services Committee	November 16, 2009		See above
Finance Committee	December 7, 2009		See above
Internal Operations Committee	November 16, 2009	CANCELLED	See above
Legislation Committee			See above
Public Protection Committee	December 7, 2009	CANCELLED	See above
Transportation, Water & Infrastructure Committee	November 16, 2009		See above

AD HOC COMMITTEE

Ad Hoc committees of the Board of Supervisors meet on an as-needed basis at the direction of the committee chair. Please contact the offices of the committee chairs for meeting times and information.

Municipal Advisory Council Review Committee

**PERSONS WHO WISH TO ADDRESS THE BOARD MAY BE LIMITED TO THREE (3)
MINUTES**

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

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

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

AB Assembly Bill
ABAG Association of Bay Area Governments
ACA Assembly Constitutional Amendment
ADA Americans with Disabilities Act of 1990
AFSCME American Federation of State County and Municipal Employees
AICP American Institute of Certified Planners
AIDS Acquired Immunodeficiency Syndrome
ALUC Airport Land Use Commission
AOD Alcohol and Other Drugs
BAAQMD Bay Area Air Quality Management District
BART Bay Area Rapid Transit District
BCDC Bay Conservation & Development Commission
BGO Better Government Ordinance
BOS Board of Supervisors
CALTRANS California Department of Transportation
CalWIN California Works Information Network
CalWORKS California Work Opportunity and Responsibility to Kids
CAER Community Awareness Emergency Response
CAO County Administrative Officer or Office
CCCPCFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
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
EBMUD East Bay Municipal Utility District
ECCPCFD East Contra Costa Fire Protection District
ECCRPC East Contra Costa Regional Planning Commission
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 Department of Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Syndrome
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
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
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
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
SRVRPC San Ramon Valley Regional Planning Commission
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
VA Department of Veterans Affairs

vs. versus (against)

WAN Wide Area Network

WBE Women Business Enterprise

WCCTAC West Contra Costa Transportation Advisory Committee



Contra
Costa
County

To: Board of Supervisors
From: Jason Crapo, County Building Official
Date: November 10, 2009

Subject: Report of Abatement Costs for 164 Michele Dr., San Pablo, CA

RECOMMENDATION(S):

OPEN the hearing on the attached itemized report on the costs of abating a public nuisance on the real property located at 164 Michele Dr., San Pablo, CA, Contra Costa County; APN 405-104-010; RECEIVE and CONSIDER the report and any objections from the property owner and other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the costs of all abatement work and all administrative costs to be \$2614.98.

ORDER the itemized report confirmed and DIRECT it to be filed with the Clerk of the Board of Supervisors.

ORDER the costs to be specially assessed against the above-referenced property and AUTHORIZE the recordation of a Notice Of Abatement Lien.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: June McHuen, Deputy

Contact: Michael Angelo Silva
5-1144

cc:

FISCAL IMPACT:

The costs as determined above will be added to the tax roll as a special assessment and will be collected at the same time and in the same manner as ordinary county taxes are collected.

BACKGROUND:

Contra Costa County Ordinance Code Article 14-6.4 and Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

The Notice to Comply was posted on the above-referenced property for an unsecured vacant structure containing rubbish, debris and excessive vegetation over 18 inches in height and was served on the property owner and all persons known to be in possession of the property by certified mail on June 23, 2009.

The property owner did not file an appeal. The County Abatement Officer abated the nuisance on August 10, 2009.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by certified and first-class mail to the property owner on August 12, 2009. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board – see Clerk of the Board’s mailing confirmation.

ATTACHMENTS

Itemized costs

CONTRA COSTA COUNTY

DATE: November 10, 2009
TO: Clerk of the Board
FROM: Department of Conservation & Development
Building Inspection Division
By: Mark Alford, Building Inspector II
RE: Itemized Report of Abatement Costs

The following is an itemized report of the costs of abatement for the below described property pursuant to C.C.C. Ord. Code ' 14-6.428.

OWNER: Maria Rosario Escobar

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: June 23, 2009

ABATEMENT COMPLETED DATE: August 10, 2009

SITE ADDRESS: 164 Michele Dr., San Pablo, CA
APN #:405-104-010

PROPERTY DESCRIPTION: Residential property

AMOUNT OF ABATEMENT COSTS (CCC ORDINANCE CODE 14-6.428)

ITEM	EXPLANATION	COST
Notice to Comply		\$ 100.00
Site Inspections (3 @ \$25 ea.)		\$ 75.00
Pirt (Title Search)		\$ 150.00
Postage Certified/regular		\$ 5.98
Photos		\$ 36.00
Abatement Contractor		\$ 2048.00
Expense Hearing		\$ 200.00
	Total:	<u>\$ 2614.98</u>

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 651 Pine Street, 4th Floor, Martinez, CA 94553.



Contra
Costa
County

To: Board of Supervisors
From: Jason Crapo, County Building Official
Date: November 10, 2009

Subject: Report of Abatement Costs for 2447 O'Toole Way, San Pablo, CA

RECOMMENDATION(S):

OPEN the hearing on the attached itemized report on the costs of abating a public nuisance on the real property located at 2447 O'Toole Way, San Pablo, CA, Contra Costa County; APN 403-094-021; RECEIVE and CONSIDER the report and any objections from the property owner and other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the costs of all abatement work and all administrative costs to be \$1,291.52.

ORDER the itemized report confirmed and DIRECT it to be filed with the Clerk of the Board of Supervisors.

ORDER the costs to be specially assessed against the above-referenced property and AUTHORIZE the recordation of a Notice Of Abatement Lien.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009**

APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

Costs were corrected to read \$1290.64

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: June McHuen, Deputy

Contact: Michael Angelo Silva
5-1144

cc:

FISCAL IMPACT:

The costs as determined above will be added to the tax roll as a special assessment and will be collected at the same time and in the same manner as ordinary county taxes are collected.

BACKGROUND:

Contra Costa County Ordinance Code Article 14-6.4 and Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

The Notice to Comply was posted on the above-referenced property for an unsecured vacant structure whose interior contains waste, rubbish and debris and whose premises contains waste, rubbish, debris and excessive vegetation and was served on the property owner and all persons known to be in possession of the property by certified mail on April 9, 2009.

The property owner did not file an appeal. The County Abatement Officer abated the nuisance on July 8, 2009.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by certified and first-class mail to the property owner on August 6, 2009. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board – see Clerk of the Board’s mailing confirmation.

ATTACHMENTS

Itemized costs

CONTRA COSTA COUNTY

DATE: November 10, 2009
TO: Clerk of the Board
FROM: Department of Conservation & Development
Building Inspection Division
By: Tyrone Ridgle, Building Inspector II
RE: Itemized Report of Abatement Costs

The following is an itemized report of the costs of abatement for the below described property pursuant to C.C.C. Ord. Code ' 14-6.428.

OWNER: Xi Side & Hongli Gao

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: April 9, 2009

ABATEMENT COMPLETED DATE: July 8, 2009

SITE ADDRESS: 2447 O'Toole Way, San Pablo, CA
APN #:403-094-021

PROPERTY DESCRIPTION: Residential property

AMOUNT OF ABATEMENT COSTS (CCC ORDINANCE CODE 14-6.428)

ITEM	EXPLANATION	COST
Notice to Comply		\$ 100.00
Site Inspections (4 @ \$25 ea.)		\$ 100.00
Pirt (Title Search)		\$ 150.00
Postage Certified/regular		\$ 28.14
Photos		\$ 34.50
Abatement Contractor		\$ 478.00
Site Investigation R-Form (To view abatement Contract compliance)		\$ 200.00
Expense Hearing		\$ 200.00
	Total:	<u>\$ 1290.64</u>

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 651 Pine Street, 4th Floor, Martinez, CA 94553.



Contra
Costa
County

To: Board of Supervisors
From: Jason Crapo, County Building Official
Date: November 10, 2009

Subject: Report of Abatement Costs for 104 Market Ave., Richmond, CA

RECOMMENDATION(S):

OPEN the hearing on the attached itemized report on the costs of abating a public nuisance on the real property located at 104 Market Ave., Richmond, CA, Contra Costa County; APN 409-200-004; RECEIVE and CONSIDER the report and any objections from the property owner and other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the costs of all abatement work and all administrative costs to be \$2,517.91.

ORDER the itemized report confirmed and DIRECT it to be filed with the Clerk of the Board of Supervisors.

ORDER the costs to be specially assessed against the above-referenced property and AUTHORIZE the recordation of a Notice Of Abatement Lien.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/10/2009

APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: June McHuen, Deputy

Contact: Michael Angelo Silva
5-1144

cc:

FISCAL IMPACT:

The costs as determined above will be added to the tax roll as a special assessment and will be collected at the same time and in the same manner as ordinary county taxes are collected.

BACKGROUND:

Contra Costa County Ordinance Code Article 14-6.4 and Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

The Notice and Order to Abate was posted on the above-referenced property for a substandard building that has inadequate sanitation, lack of adequate heating, faulty weather protection, hazardous wiring, accumulation of junk and garbage and an expired permit and was served on the property owner and all persons known to be in possession of the property by certified mail on July 15, 2008.

The property owner did not file an appeal. The County Abatement Officer abated the nuisance on June 22, 2009.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by certified and first-class mail to the property owner on June 24, 2009. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board – see Clerk of the Board’s mailing confirmation.

ATTACHMENTS

Itemized costs

CONTRA COSTA COUNTY

DATE: November 10, 2009
TO: Clerk of the Board
FROM: Department of Conservation & Development
Building Inspection Division
By: Conrad Fromme, Building Inspector II
RE: Itemized Report of Abatement Costs

The following is an itemized report of the costs of abatement for the below described property pursuant to C.C.C. Ord. Code ' 14-6.428.

OWNER: Donell Dowell, Sr.

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: January 13, 2009

ABATEMENT COMPLETED DATE: June 22, 2009

SITE ADDRESS: 104 Market Ave., Richmond, CA
APN #:409-200-004

PROPERTY DESCRIPTION: Residential property

AMOUNT OF ABATEMENT COSTS (CCC ORDINANCE CODE 14-6.428)

ITEM	EXPLANATION	COST
Notice to Comply		\$ 100.00
Site Inspections (4 @ \$25 ea.)		\$ 100.00
Pirt (Title Search)		\$ 150.00
Postage Certified/regular		\$ 43.41
Photos		\$ 17.50
Abatement Contractor		\$ 1707.00
Site Investigation R-Form (to view abatement contract compliance)		\$ 200.00
Expense Hearing		\$ 200.00
	Total:	<u>\$ 2517.91</u>

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 651 Pine Street, 4th Floor, Martinez, CA 94553.



Contra
Costa
County

To: Board of Supervisors
From: Jason Crapo, County Building Official
Date: November 10, 2009

Subject: Report of Abatement Costs for 1660 3rd St., Richmond, CA

RECOMMENDATION(S):

OPEN the hearing on the attached itemized report on the costs of abating a public nuisance on the real property located at 1660 3rd Street, Richmond, CA, Contra Costa County; APN 409-181-020; RECEIVE and CONSIDER the report and any objections from the property owner and other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the costs of all abatement work and all administrative costs to be \$1,207.94.

ORDER the itemized report confirmed and DIRECT it to be filed with the Clerk of the Board of Supervisors.

ORDER the costs to be specially assessed against the above-referenced property and AUTHORIZE the recordation of a Notice Of Abatement Lien.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: June McHuen, Deputy

Contact: Michael Angelo Silva
5-1144

cc:

FISCAL IMPACT:

The costs as determined above will be added to the tax roll as a special assessment and will be collected at the same time and in the same manner as ordinary county taxes are collected.

BACKGROUND:

Contra Costa County Ordinance Code Article 14-6.4 and Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

The Notice and Order to Abate was posted on the above-referenced property for a vacant structure with overgrown vegetation on the premises and an expired permit and was served on the property owner and all persons known to be in possession of the property by certified mail on January 6, 2009.

The property owner did not file an appeal. The County Abatement Officer abated the nuisance on May 22, 2009.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by certified and first-class mail to the property owner on July 14, 2009. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board – see Clerk of the Board’s mailing confirmation.

ATTACHMENTS

Itemized Costs

CONTRA COSTA COUNTY

DATE: November 10, 2009
TO: Clerk of the Board
FROM: Department of Conservation & Development
Building Inspection Division
By: Conrad Fromme, Building Inspector II
RE: Itemized Report of Abatement Costs

The following is an itemized report of the costs of abatement for the below described property pursuant to C.C.C. Ord. Code ' 14-6.428.

OWNER: Panfilo Armas

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: January 6, 2009

ABATEMENT COMPLETED DATE: May 22, 2009

SITE ADDRESS: 1660 3rd St., Richmond, CA
APN #:409-181-020

PROPERTY DESCRIPTION: Residential property

AMOUNT OF ABATEMENT COSTS (CCC ORDINANCE CODE 14-6.428)

ITEM	EXPLANATION	COST
Notice to Comply		\$ 100.00
Site Inspections (4 @ \$25 ea.)		\$ 100.00
Pirt (Title Search)		\$ 150.00
Postage Certified/regular		\$ 43.94
Photos		\$ 14.00
Abatement Contractor		\$ 400.00
Site Investigation R-Form (to view abatement contract compliance)		\$ 200.00
Expense Hearing		\$ 200.00
	Total:	<u>\$ 1207.94</u>

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 651 Pine Street, 4th Floor, Martinez, CA 94553.



AIR-3057

Short Discussion 9.

BOS Agenda

Meeting Date: 11/10/2009

Time (Duration): 5 Minutes

Submission of Centers for Disease Control Grant for Children’s Obesity Funding

Submitted For: William Walker, M.D., Health Services Director

Department: Health Services

Division: HSD Contracts and Grants

Noticed Public Hearing: No

Official Body: Board of Supervisors

Presenter/Phone, if applicable: Wendell Brunner, M.D. **Audio-Visual Needs:**

Handling Instructions: Please have ORIGINAL BOS letter signed by Chair on 11/3 and call Dave at 5-6712 for pickup

District: All Districts

Contact, Phone: Wendel Brunner, M.D., 313-6712

Recommendation(s):

Approve and Authorize:

A. The Health Services Director or his designee, to submit an application for funding to the Centers for Disease Control (CDC) for the “Communities Putting Prevention to Work” Funding Opportunity Announcement (FOA) CDC-RFA-DP09-912ARRA09, in an amount from \$10,000,000 up to \$20,000,000, for fiscal years 2010/2011 and 2011/2012, to address obesity and physical activity throughout Contra Costa and in the 19 school district systems;

B. The Chair of the Board of Supervisors (BOS) to sign a letter of support for the application, emphasizing the successful policy and systems change efforts, the Board has promoted on obesity and physical activity, as well as tobacco control, and expressing the Board’s interest in continuing to promote policy and systems change efforts that address physical activity and the epidemic of obesity as part of this CDC initiative, including addressing the major impact of sweetened beverages on obesity and related disease among youth; and

C. Designate a member of the Board of Supervisors as a representative on leadership council.

Fiscal Impact:

The County could receive between \$10 and \$20 million in Federal funding for the two year period. No County match is required to receive these funds.

Background:

As part of the American Recovery and Reinvestment Act of 2009, the CDC is releasing \$377 Million for health departments to address obesity and physical activity or tobacco control. The CDC’s required strategies emphasize systems and norm change, and policy development in partnership with elected officials, school districts, health systems and community groups. Jurisdictions of over one million in population (Contra Costa) are expected to apply for between \$10 and \$20 million over two years.

This funding will be very competitive, but Contra Costa is well-positioned for this funding. The Contra Costa Board of Supervisors (the “Board”) has 25 years of continuous history in enacting policy and promoting norm change to reduce tobacco use in the county, with the most recent advance just this month. Likewise the Board has been a leader in California by:

- recognizing and addressing the epidemic of obesity in the nation, and adopted the Childhood Obesity Prevention Plan in 2006;
- promoting the work of community coalitions like, Healthy and Active Before Five, and worked in partnership with Kaiser and others to sponsor an Obesity Summit in January 2008, which developed into a community-wide Obesity Action Plan;
- following up on these efforts through regular reports through the Family and Human Services Committee; and
- supporting important policy efforts, including endorsing the state bill requiring menu labeling in chain restaurants and lobbying the legislature and Governor for its successful passage.

The Board is a leader in recognizing the importance of community planning and building an environment on health, which is one of the strategies the CDC wants employed by successful applicants in this projects. In February 2007, the Board directed the Departments of Conservation and Development, Health Services, and Public Works to form a Planning Integration Team for Community Health (PITCH) to address issues on building an environment and public health. The PITCH reports were submitted regularly through the Smart Growth Committee of the Board and have implemented a “complete streets” policy and a Bay Point Healthy Community Pilot Program, among other activities. Health Services is now also working with Redevelopment on the North Richmond Specific Plan and other issues. The PITCH Board Order has been distributed nationally by academics and state and national public health groups as a model for local planners and health departments.

The grant requires a Leadership Team of 8-10 high level community leaders including a representative of the senior political leadership of the jurisdiction, which in our case is the Board of Supervisors. The Leadership Team works with the CCHS Project Director and other Project Staff to oversee the strategic direction of the project. Several of the Team members will participate in required meetings with CDC staff and other funded projects.

Consequence of Negative Action:

Lose opportunity for major funding for schools and community to address one of the most important public health issues facing our communities.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

BOS Support Letter

CAO Support Letter

Minutes Attachments

No file(s) attached.

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553-1293

John Gioia, 1st District
Gayle B. Uilkema, 2nd District
Mary N. Piepho, 3rd District
Susan A. Bonilla, 4th District
Federal D. Glover, 5th District

Contra Costa County



David J. Twa
Clerk of the Board
and
County Administrator
(925) 335-1900

November 3, 2009

Dr. William Walker, MD
Director
Contra Costa Health Services
50 Douglas Drive, Ste 300
Martinez, CA 94553

Dear Dr Walker:

The Board of Supervisors is delighted to support Contra Costa's application to the Centers for Disease Control and Prevention for the American Recovery and Reinvestment Act, Communities Putting Prevention to Work initiative to address obesity and physical activity in our communities.

The Board of Supervisors has taken a strong leadership position in promoting ordinances and policies to improve the health of county residents, beginning with the first uniform ordinance in the country restricting smoking in the work place and public places in our county and all 18 cities in 1984, and continuing with supporting local farm- to- city efforts by declaring June "Buy Fresh, Buy Local," Month. In June the Board joined all 19 other Contra Costa Cities in the "Wellness City Challenge," resolving to adopt an Action Plan of practical, affordable and healthy nutrition guidelines.

The Contra Costa Board has been a leader in California in recognizing and addressing the epidemic of obesity and adopted a county-wide Childhood Obesity Prevention Plan in 2006. The Board of Supervisors promoted the work of community coalitions like Healthy and Active Before Five, and worked in partnership with Kaiser and others to sponsor an Obesity Summit in 2008, which developed a community-wide Obesity Action Plan. The Board monitors the progress of the Plan through regular reports and discussion at Board meetings and supports important policy efforts, including endorsing the state bill requiring menu labeling in chain restaurants and lobbying the legislature and Governor for its successful passage.

The Contra Costa Board of Supervisors recognizes the importance of community planning and the built environment on health. In February 2007, the BOS directed the Departments of Conservation and Development (Planning), Health Services, and Public Works to form a Planning Integration Team for Community Health (PITCH) to address issues of the built environment and public health. PITCH reports regularly through the Smart Growth Committee of the BOS, and has implemented a "complete streets" policy and a Bay Point Healthy

Dr. William Walker
November 3, 2009
Page 2

Community Pilot Program, among other activities. Health Services is now also working with the Redevelopment Agency. The PITCH Board Order has been distributed nationally by academics and state and national public health groups as a model for local planners and health departments.

Contra Costa needs to set an example through county government. We have a policy, approved by the Board in 1993 requiring healthy options like fruit to be served at any event county programs schedule. In December 2004, we approved a policy requiring any food or beverage sold in vending machines on county owned, operated or leased properties meet nutritional guidelines. Our hospital and clinics grounds are all non-smoking areas, and our health facilities are all becoming sweetened beverage-free zones.

Contra Costa and our Health Services Department project staff will comply with all the reporting requirements of this project.

We look forward to working with Health Services and its coalition and partners as you bring forward additional policies and proposals to prevent obesity. We are particularly aware of the major role sweetened beverages like soda play in obesity, and we are eager to work with you to address that issue.

Sincerely,

SUSAN BONILLA, Chair
Board of Supervisors

County Administrator

County Administration Building
651 Pine Street, 11th Floor
Martinez, California 94553-1229
(925) 335-1080
(925) 335-1098 FAX

David J. Twa
County Administrator

Contra Costa County



Board of Supervisors

John M. Gioia
1st District

Gayle B. Uilkema
2nd District

Mary N. Piepho
3rd District

Susan A. Bonilla
4th District

Federal D. Glover
5th District

November 2, 2009

Dr. William Walker, MD, Director
Contra Costa Health Services
50 Douglas Drive, Ste 300
Martinez, CA 94553

Dear Dr. Walker:

I am pleased that Health Services is spearheading the County application to the Centers for Disease Control and Prevention for "Communities Putting Prevention to Work" to launch an initiative to address obesity and physical activity in Contra Costa County.

The County has a very strong history of promoting healthy eating and exercise, including our very early policy requiring healthy food alternatives at county-sponsored events. More recently, we have required healthy food alternatives in vending machines on county property.

The opportunity presented by this CDC grant to put resources into making systems and policy changes is extraordinary. It will enable Health Services and the other partners to work with county agencies to find creative ways to encourage employees and the organizations we work with to join in this effort to support obesity prevention, physical activity and healthy eating.

We understand that this opportunity comes from ARRA stimulus funding, and that there is a short time frame to get this large project up and running and to demonstrate results. With Contra Costa's long history of systems and policy change and community engagement around obesity and physical activity, Contra Costa is "shovel ready" for this funding. The County Administrator's Office will expedite the grant processing, contracting and hiring associated with this project to ensure that the CDC's timelines will be met.

I look forward to working with you to involve County department heads and the Board of Supervisors.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Twa".

DAVID J. TWA
County Administrator



Contra
Costa
County

To: Board of Supervisors
From: Warren Rupf, Sheriff-Coroner
Date: November 10, 2009

Subject: Appropriation Adjustment - Homeland Security 2008

RECOMMENDATION(S):

APPROVE Appropriation and Revenue Adjustment No. 5021 authorizing new revenue in the amount of \$128,908 from the State of California, 2008 Homeland Security Grant Program grant for the purchase of homeland security related services and equipment in the Office of the Sheriff. (Catalog of Federal Domestic Assistance # 97.067)

FISCAL IMPACT:

This action increases revenue and appropriations by \$128,908. There is no change in net county cost. CFDA #97.067

BACKGROUND:

The 2008 Homeland Security Grant provides the Contra Costa County Operational Area with \$2,256,607. All projects and expenditures funded by the 2008 Homeland Security Grant were selected based on an assessment of Operational Area needs by first responders within the County, including law enforcement, the fire service, and health disciplines. The Anti-Terrorism Approval Body (Approval Authority) gives approval for all expenditures funded by Homeland Security Grants. The California Office of Homeland Security designated

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: Liz Arbuckle, 335-1601

cc: Beth Kilian, Tim Ewell, Frank Scudero

BACKGROUND: (CONT'D)

the Approval Authority for the Contra Costa County Operational Area to include the following individuals: Dr. William Walker, County Public Health Director; Chief Keith Richter, County Fire Chief; Chief Jim Parrott, Municipal Fire Chief; Sheriff Warren Rupf, County Sheriff; Chief David Cutaia, Martinez Chief of Police. The recommendations of the local Approval Authority are submitted and approved by the Governor's Office of Homeland Security.

ATTACHMENTS

TC27-5021

TC24-5021

**CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT**

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office					
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	Option	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
3623	2479		Other Special Dpmtal Exp			28,908	00
3623	4948		Miscellaneous Equipment			80,000	00
3623	4953		Autos & Trucks			20,000	00
0990	6301		Reserve for Appropriations	128,908	00		
0990	6301		Appropriate New Revenue			128,908	00
TOTALS				128,908	00	257,816	00

APPROVED

EXPLANATION OF REQUEST

AUDITOR-CONTROLLER:

BY: _____ DATE _____

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES:

NO:

To appropriate new revenue for 2008 Homeland Security Grant

**Sheriff's
Fiscal Officer**

10/28/2009

SIGNATURE

TITLE

DATE

APPROPRIATION

APOO

ADJ. JOURNAL NO.

BY: _____ DATE _____



AIR-2972

Deliberation 12.

BOS Agenda**Meeting Date:** 11/10/2009**Time (Duration):** 45 Minutes

Hearing on an Appeal filed by the Singhs of the SRVRPC's denial of a Blackhawk Final Development Plan modification request for a deck. File #DP08-3051

Submitted By: Catherine Kutsuris, Conservation & Development Director**Department:** Conservation & Development**Division:** CD - Advance & Current Planning**Noticed Public Hearing:** Yes**Official Body:** Board of Supervisors**Presenter/Phone, if applicable:** Aruna Bhat 5-1219**Audio-Visual Needs:** Flat Art Camera**Handling Instructions:****District:** District III**Contact Person, Phone:** Francisco Avila, 925-335-1266**Recommendation(s):**

After accepting any public testimony, and closing the public hearing:

A. ACCEPT the San Ramon Valley Regional Planning Commission Resolution No. 20-2009 reporting on the Commission's review and actions on this project.

B. SUSTAIN the San Ramon Valley Regional Planning Commission's decision to deny the application to modify the Blackhawk Final Development Plan, File #DP08-3051.

C. DENY the appeal of Surainder & Vinita Singh.

D. ADOPT Board Resolution #2009/510 containing findings as the basis for denying the project.

E. DIRECT staff to post a Notice of Exemption with the County Clerk.

F. DIRECT the Conservation and Development Director to resume actions to effect compliance with zoning and building codes with regards to the violations at this site.

Fiscal Impact:

None. The applicant has paid the necessary application processing fees, and is obligated to pay supplemental fees to recover any and all additional staff time and material costs associated with the application processing.

Background:

This is an appeal of the San Ramon Valley Regional Planning Commission's (SRVRPC) decision to deny a proposal to modify the Blackhawk Final Development Plan to allow a deck that has been built beyond the subject property's boundaries within an area designated as open space. The proposal concerns an elevated deck that has been constructed adjacent to a rear yard swimming pool. The resident of the adjoining lot, 101 Wild Oak Court, obtained a building permit for this improvement from the County. After a survey was prepared, it was determined that the deck had not been built in the location that had been represented in the application for the building permit. It had been built in an area where no structural improvements are permitted by the zoning and deed restrictions.

The owner of the residence filed this application to allow the existing deck improvements to remain, and is presently seeking to have the Commission decision overturned. Unless the Board takes that action, the owner will be required to remove the deck improvements.

Environs and Site Description

The Blackhawk residential community largely consists of graded estate lots on rolling terrain that are separated by common open space belts. These belts create separation of private residential activity and rear yard open space views.

The site is located to the rear of the residence at #101 Wild Oak Court. The subject private residential lot has an area of 18,787 square feet with a residence with a floor area of 6,774 square feet. The site has a graded pad that extends near the rear property line. The rear of the lot contains a pool and large patio area.

Beyond the edge of the pad and rear boundary of the lot, the terrain slopes downward. The sloping terrain constitutes the common open space and spans the entire length of the rear boundary. The fee title to this area is held by the Blackhawk Homeowners Association (HOA). This hilly open space abuts the other residential properties in the area. This is the area where the deck has been constructed.

Background

The Blackhawk project was created under the Planned Unit (P-1) zoning district with the County's approval of a Final Development Plan. That project established residential lots and open space areas. Title to the open space areas is divided between the Blackhawk HOA and the Blackhawk Country Club.

At the time of the establishment of the subdivision in 1981, the subdivider conveyed to the County a Grant Deed of Development Rights (GDDR, or so-called "scenic easement") for the common open space areas. That instrument prohibits any development without the approval of the County. Moreover, in recognition of the purpose of the common open space areas, the General Plan designates them with an open space land use category, Parks and Recreation (PR).

Concern that Residential Development Outside Lot Boundaries May Compromise Original Blackhawk Design Concept

From the beginning of the Blackhawk project, some residents have sought to expand the area of their private lots by extending private improvements into the common open space areas to the rear of their properties.

Several years ago, staff had viewed this trend with growing concern. The continuation of private residential development incursions into the project open space area (e.g., decks such as this one, extension of padded yards supported by retaining walls), if left unchecked, might ultimately compromise the original intent of the Blackhawk Final Development Plan. To address this concern, over the last twenty years, staff has successfully worked with both the Blackhawk Homeowners Association (HOA) and the Blackhawk Country Club to try to stem these incursions into the common open space areas of the project.

1999 Amendment to the Blackhawk Final Development Plan to Allow "Expanded Residential Use" of Several Residential Lots

In 1998, with the support of the HOA, several homeowners applied to the County to amend the Final Development Plan (File #DP98-3022) to allow both lot line adjustments and landscape easements within the common open space area adjoining the respective rear yards of their properties. In making this request, the HOA indicated that it would be working with the County to otherwise maintain the integrity of the Blackhawk FDP, and to curtail further residential lot incursions into the open space area.

Changes to 101 Wild Oak Court Property

The property at 101 Wild Oak Court was one of the residential lots that had been proposed to be altered by both:

- A sliver transfer of real property from the adjoining common open space as an addition to the residential lot to facilitate construction of a proposed rear yard swimming pool; and
- A private landscape easement for a much larger, semi-circular area within the common open space.

At that time, 101 Wild Oak Court was owned by another party (Jensen).

After providing for public notice and reviewing the matter, on October 21, 1999, the Zoning Administrator approved the proposed uses, subject to conditions. Subsequently, the Board of Supervisors authorized the alterations to the restrictions of the scenic easement that had been approved by the Zoning Administrator.

Subsequently, the HOA conveyed both the sliver real property as an addition to the residential lot and a landscape easement to the owner of 101 Wild Oak Court as authorized by the Zoning Administrator and by the Board of Supervisors. The landscape easement instrument specified that no permanent structures were permitted in the landscape easement, and no improvements could be constructed without the approval of the HOA's Architectural Review Committee.

2006 Building Permit for On-Site Rear Yard Deck, and Discovery of Misrepresentation in Permit Application

In 2006, the current property owner, Mr. Singh, obtained a building permit to construct a deck to the rear of the residence (Permit #393301). Prior to issuing the permit and obtaining planning clearance, the applicant for the owner, Mr. Garrison, certified to the County on the building permit site plan that "the plans accurately reflect the physical constraints and/or characteristics of the site, e.g. showing all ... easements." The building permit site plan showed the whole of the proposed deck to be located within the boundaries of the private residential lot, and setback a minimum 15 feet from the rear property line.

After construction of the deck had commenced, the County required a survey to verify the location of the deck with respect to the property line and other applicable title interests. That survey showed that the deck had not been constructed in the location indicated on the building permit site plans. It had been constructed outside the boundary of the residential lot within the common open space parcel owned by the HOA. Staff also discovered that the building permit site plan had not shown the location of the landscape easement where the deck had been built. These errors constitute a misrepresentation in the application for a building permit. The building code authorizes the County Building Official to revoke or suspend a building permit at any time for fraud, misrepresentation or false statement contained in the application for a permit. (CCC Ord. Code, § 72-6.006)

After discovering the misrepresentation in the permit plans, the building inspector advised the owner that to correct the violation, the owner would need to either:

- Remove the deck improvements;
- Obtain zoning clearance from planning staff for the proposed deck based on a revised and corrected plot plan; or
- If existing zoning regulations do not allow the deck, and if allowed by planning staff, apply for and obtain approval of a development permit that might allow the proposed deck to remain.

In the latter course, pending a final decision on the development permit application, the building inspector advised the owner that he would allow the deck to remain in place during the processing of an application only if improvements were made to the deck to eliminate any hazard associated with its uncompleted condition. The building inspector indicated that he would allow the floor boards on the deck to be installed to mitigate the risk but that the entirety of the deck would have to be removed if the development permit were not granted.

Resident's Development Permit Application Seeking to Allow Existing Deck to Remain

After planning staff advised Mr. Singh that the existing deck does not comply with the Blackhawk Final Development Plan, on July 22, 2008, Mr. Singh filed an application to modify the Blackhawk Final Development Plan to try to allow it to remain. The proposed deck has an area of approximately 1000 square feet and is up to 11-feet in height (measured to the top of the hand railing). The portion of the property that the deck is constructed on is at a higher elevation than many of the surrounding properties.

The current site plan shows that most of the existing deck is contained within the boundaries of the 2000 landscape easement, but portions of the deck extend beyond the easement boundary. It should be noted that the owner has no access (property) rights outside of the easement boundary. Moreover, the HOA remains the underlying fee owner of this real property.

On the application form, Mr. Singh identified himself as the owner of the property. The application was not signed by a representative of the HOA.

2008 San Ramon Valley Regional Planning Commission Hearings and Decision on Proposal

This application was initially scheduled for hearing before the San Ramon Valley Regional Planning Commission on October 22, 2008. Staff reported that the HOA had informed staff that the construction plans the HOA had reviewed for the building permit application had misrepresented the location and size of the deck.

Staff also identified for the Commission the ordinance findings that must be made before the County may grant a modification to the final development plan. Staff indicated that the applicant had not provided sufficient evidence to permit staff to recommend that the Commission make those ordinance findings. Consequently, staff recommended that the Commission deny the application.

After receiving the staff report, the Commission began the hearing on the application. The Commission received testimony from the applicant, and from the legal counsel for the HOA who oppose the granting of the application. After completing the testimony, the Commission continued the hearing to December 3, 2008:

- To allow the applicant's contractor and several neighbors an opportunity to testify who were not able to testify at the first hearing; and
- To have staff provide more information about the restrictions of the Grant Deed of Development Rights.

At the continued hearing, staff informed the Commission that the 1981 Grant Deed of Development Rights conveyed the development rights in the common open space areas of the Blackhawk project to the County. The instrument also defines "development rights" as "the right to approve or disapprove any proposed construction, development, or improvement which would substantially and materially change the nature of the current proposed use of said real property." Staff also found nothing in that deed instrument that permits the construction of any private residential deck, including the one that has been built by the Singhs.

After completing the public testimony and closing the hearing, on December 3, 2008, the Commission concurred with the staff recommendation, and unanimously voted to deny the application.

Applicant's Appeal of Planning Commission Denial Decision

In a letter dated received December 11, 2008, Sandy and Vinita Singh filed an appeal of the decision of the Planning Commission.

Review of Points Raised in Applicants' Appeal Letter

The reasons given by the applicants for granting their appeal are similar to the ones they made to the Planning Commission when it heard their application.

A summary of those appeal points follows with a staff response:

1. **Summary Of Appeal Point:** *The appellants contend the majority of the deck is constructed within the landscape easement granted to them by the Association and not the area designated as open space.*

Staff Response: The majority of the deck is located within the landscape easement. However, the landscape easement is located entirely within the HOA's open space area in which the County continues to retain development rights for approving or denying development within the area of the landscape easement.

In addition to the restrictions of the Grant Deed of Development Rights, the Planned Unit district ordinance provides that no person shall erect any structure on any land except when in compliance with an approved final development plan and/or this chapter. (CCC Ord. Code, § 84-66.404)

2. **Summary of Appeal Point:** *The appellants contend that the easement stipulates that no structure can be built within the easement unless the Association approves the development, and that the appellants received authorization from the Association prior to constructing the deck.*

Staff Response: The County does not administer the deed instruments executed by the HOA, and cannot base its decision on this appeal on how the private easement has been administered by the HOA.

However, the applicant does not appear to have accurately cited the provisions of that private instrument. The 2000 Grant of Easement instrument stipulates that "no permanent structure ... may be installed, constructed or maintained" in this area. It also provides that "no improvements may be constructed" in this area unless they have been approved by the HOA Architectural Review Committee. Staff assumes that this wording was intended to circumscribe the types of improvements that could be allowed in this area to landscape/irrigation improvements.

Staff has found no provision in the Grant of Easement instrument that allows a deck or other permanent structures to be built in that area. In any case, the deck is not permissible unless:

- The County were to find it consistent with the Final Development Plan, and
 - The Board of Supervisors approved a request from the property owner (HOA, not the Singhs who only possess an easement to allow landscape improvements in this area) to construct a deck in this County deed-restricted area.
3. **Summary of Appeal Point:** *The appellants contend that the County building inspector/code enforcement officer verbally authorized the deck contractor to complete the walking surface of the deck after all the facts about the location of the deck were well known.*

Staff Response: When staff discovers a code violation, to the extent that it may be possible to correct the violation within the terms of the code, the County will normally provide a property owner the opportunity to pursue that administrative remedy, including pursuit of a development permit. The County will also try to avoid requiring the violation to be removed until a final decision on an application is rendered. However, while an application is in process, the County may require/allow continued improvement on a structure to eliminate a hazard.

In this case, after the code violations were discovered, the Building Inspector determined that the open framing of the deck constituted an unacceptable risk to public health and safety, and allowed the installation of the walking surface of the deck. However, that authorization does not obviate the need to obtain other required County approvals, and if those approvals are not approved, the deck would continue to be in violation, and must be removed.

4. **Summary of Appeal Point:** *The appellants contend that they were not aware of the location of the property line, and that they assumed that their rear property line coincided with the location of the fence. They only learned about the easement at a later date.*

Staff Response: It is the owner's responsibility to accurately depict the property on which development activity is proposed. It was their responsibility to investigate the boundaries and limitations in their real property title before proposing improvements to the County.

DISCUSSION

The proposed deck:

- Is not consistent with General Plan open space designation for the site;
- Does not comply with the Blackhawk Final Development Plan as amended (zoning regulations), including the 1999 FDP Amendment that authorized the conveyance of a landscape easement for this property; and
- Is not a use that is permitted by the existing 1981 Grant Deed of Development Rights that continues to apply as an encumbrance to this site. It would only be permitted if the Board of Supervisors were to authorize a request by the property owner, the HOA, to place it in this area.

A. Review of Required Findings for Granting a Modification to the Final Development Plan

The 2006 application for the building permit for the deck misrepresented the boundaries of the property and failed to disclose the existing landscape easement. Had the information about site boundaries and easements been accurately depicted at the time of the application, County staff would have been able to determine that the proposal did not comply with the Blackhawk Final Development Plan, and no building permit would have been issued.

The P-1 ordinance stipulates that before a final development plan may be modified, the hearing body must find that (1) the proposal is consistent with the intent and purpose of the P-1 district, and (2) the proposal is compatible with other uses in the vicinity of the district. [CCC Ord. Code, § 84-66.1804 (b)].

The appeal letter from the applicant still does not show sufficient evidence that would support making either of the required findings for this project. To the contrary, approval of this project would conflict with the concept of the Final Development Plan to leave open, undeveloped area separating the graded residential building sites. Approval of this project may encourage other residents to pursue similar private residential development within the common open space area, with the result that the undeveloped area separating private lots would be significantly reduced. By allowing substantial improvements to the rear of the property, the County may also encourage larger residences to be built with smaller on-site yards than was intended by the original Final Development Plan.

The elevated deck also reduces the privacy and rear yard open space views of nearby residential properties. Consequently, it would not be appropriate for the Board to find that the project is compatible with nearby residential development.

In consideration of these concerns, the Board should sustain the Planning Commission denial of this application, and deny the applicants' appeal.

B. The Board Should Direct Staff to Initiate Code Enforcement Action

Should the Board deny the appeal, the Board should also direct staff to initiate appropriate code enforcement action that would require the applicant to remove the deck improvements.

CONCLUSION

The appeal points are similar to the ones presented to the San Ramon Valley Regional Planning Commission and offer little new information. The project as proposed does not conform to the development standards as required by the Planned Unit/SL General Plan/Parks and Recreation designations. Therefore, staff recommends that the Board of Supervisors deny the appeal of Surainder & Vinita Singh and sustain the San Ramon Valley Regional Planning Commission's decision.

In The Matter Of:

RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, REGARDING THE APPEAL BY SURAINDER & VINITA SINGH (APPLICANTS/APPELLANTS/OWNERS), OF THE SAN RAMON VALLEY REGIONAL PLANNING COMMISSION DENIAL OF A REQUEST TO MODIFY THE BLACKHAWK FINAL DEVELOPMENT PLAN TO ALLOW APPROVAL OF AN EXISTING 11-FOOT TALL, APPROXIMATELY 1,000-SQUARE-FOOT DECK BUILT OUTSIDE OF THE PROPERTY BOUNDARIES WITHIN DESIGNATED OPEN SPACE; (COUNTY FILE #DP08-3051) AT 101 WILD OAK COURT IN THE BLACKHAWK AREA.

Body:

WHEREAS, after obtaining a building permit to construct a deck in the rear of the property at 101 Wild Oak Court, in the Danville/Blackhawk area (Permit #393301), County staff discovered that the permitted deck was not being built in the location represented on the permit plot plan; and that the location where the deck was sited does not comply with the Blackhawk Final Development Plan; and

WHEREAS, County staff advised the owner that he might be able to apply for and obtain approval of an application to modify the Blackhawk Final Development Plan to allow the deck to remain in the area where it has been built; and

WHEREAS, on July 22, 2008, the owners of 101 Wild Oak Court, Surainder & Vinita Singh, filed an application with the County to modify the Blackhawk Final Development Plan to allow the deck to be placed where it has been built, County File #DP08-3051; and

WHEREAS, on Tuesday, December 3, 2008, after conducting a noticed public hearing beginning on October 22, 2008 and continued to December 3, 2008, the San Ramon Valley Regional Planning Commission determined that the applicant had not submitted sufficient evidence to support the required findings for granting a modification to the Blackhawk Final Development Plan, and denied the application; and

WHEREAS, on December 11, 2008, Surainder & Vinita Singh filed an appeal of the San Ramon Valley Regional Planning Commission's denial of this Development Plan application; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled before the Board of Supervisors on Tuesday, November 10, 2009, where at all persons interested therein might appear and be heard; and

Now, Therefore, Be It Resolved:

After fully considering all evidence submitted and testimony offered, the Board of Supervisors of Contra Costa County finds that the applicant has not provided sufficient evidence to show that either of the required Planned Unit District findings necessary to grant a modification to the Blackhawk Final Development Plan can be made for this project. Those required ordinance findings are the following:

a.) The proposed amendment is consistent with the intent and purpose of the Planned Unit District; and

b.) The proposed amendment is compatible with other uses in the vicinity, both inside and outside of the Planned Unit District.

BE IT FURTHER RESOLVED, that this Board finds that the proposed deck has been built in an area which is not intended to be used for private residential structures, such as a residential deck, insofar as this portion of the Blackhawk project is located in a common open space area where such improvements are not authorized and not intended by the Blackhawk Planned Unit district.

BE IT FURTHER RESOLVED, that this Board of Supervisors DENIES the applicants' appeal; and SUSTAINS the San Ramon Valley Regional Planning Commission's decision to deny the development application (County File #DP08-3051).

Fiscal Impact

Attachments

Resolution No. 2009/510

SRVRPC RESOLUTION 20-2009

APPEAL LETTER

SRVRPC STAFF REPORT #2

SRVRPC STAFF REPORT #1

BLACKHAWK HOA DENIAL

SITE SURVEY

COUNTY APPROVED DECK PLANS

HOA APPROVED DECK PLANS

GRANT DEED LANDSCAPE

GRANT DEED TO COUNTY

1999 BLACKHAWK AMENDMENT

BUILDING PERMIT #393301

MAPS & PHOTOS

Minutes Attachments

No file(s) attached.

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2009/510

RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, REGARDING THE APPEAL BY SURINDER & VINITA SINGH (APPLICANTS/APPELLANTS/OWNERS), OF THE SAN RAMON VALLEY REGIONAL PLANNING COMMISSION DENIAL OF A REQUEST TO MODIFY THE BLACKHAWK FINAL DEVELOPMENT PLAN TO ALLOW APPROVAL OF AN EXISTING 11-FOOT TALL, APPROXIMATELY 1,000-SQUARE-FOOT DECK BUILT OUTSIDE OF THE PROPERTY BOUNDARIES WITHIN DESIGNATED OPEN SPACE; (COUNTY FILE #DP08-3051) AT 101 WILD OAK COURT IN THE BLACKHAWK AREA.

WHEREAS, after obtaining a building permit to construct a deck in the rear of the property at 101 Wild Oak Court, in the Danville/Blackhawk area (Permit #393301), County staff discovered that the permitted deck was not being built in the location represented on the permit plot plan; and that the location where the deck was sited does not comply with the Blackhawk Final Development Plan; and

WHEREAS, County staff advised the owner that he might be able to apply for and obtain approval of an application to modify the Blackhawk Final Development Plan to allow the deck to remain in the area where it has been built; and

WHEREAS, on July 22, 2008, the owners of 101 Wild Oak Court, Surinder & Vinita Singh, filed an application with the County to modify the Blackhawk Final Development Plan to allow the deck to be placed where it has been built, County File #DP08-3051; and

Contact: Francisco Avila, 925-335-1266

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc: Jason Crapo, Kevin Dumford, Francisco Avila

WHEREAS, on Tuesday, December 3, 2008, after conducting a noticed public hearing beginning on October 22, 2008 and continued to December 3, 2008, the San Ramon Valley Regional Planning Commission determined that the applicant had not submitted sufficient evidence to support the required findings for granting a modification to the Blackhawk Final Development Plan, and denied the application; and

WHEREAS, on December 11, 2008, Surainder & Vinita Singh filed an appeal of the San Ramon Valley Regional Planning Commission's denial of this Development Plan application; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled before the Board of Supervisors on Tuesday, November 10, 2009, where at all persons interested therein might appear and be heard; and

After fully considering all evidence submitted and testimony offered, the Board of Supervisors of Contra Costa County finds that the applicant has not provided sufficient evidence to show that either of the required Planned Unit District findings necessary to grant a modification to the Blackhawk Final Development Plan can be made for this project. Those required ordinance findings are the following:

- a.) The proposed amendment is consistent with the intent and purpose of the Planned Unit District; and
- b.) The proposed amendment is compatible with other uses in the vicinity, both inside and outside of the Planned Unit District.

BE IT FURTHER RESOLVED, that this Board finds that the proposed deck has been built in an area which is not intended to be used for private residential structures, such as a residential deck, insofar as this portion of the Blackhawk project is located in a common open space area where such improvements are not authorized and not intended by the Blackhawk Planned Unit district.

BE IT FURTHER RESOLVED, that this Board of Supervisors DENIES the applicants' appeal; and SUSTAINS the San Ramon Valley Regional Planning Commission's decision to deny the development application (County File #DP08-3051).

RESOLUTION NO. 20-2009

RESOLUTION OF THE SAN RAMON VALLEY REGIONAL PLANNING COMMISSION OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, OF A FINAL DEVELOPMENT PLAN MODIFICATION REQUEST, FOR AN EXISTING 11-FOOT TALL, APPROXIMATELY 1,000-SQUARE-FOOT DECK BUILT WITHIN DESIGNATED OPEN SPACE. SURAINDER & VINITA SINGH (APPELLANTS & OWNERS), (County File #DP08-3051) AT 101 WILD OAK COURT IN THE DANVILLE/BLACKHAWK AREA.

WHEREAS, on July 22, 2008, Surainder & Vinita Singh submitted a Final Development Plan Modification request to permit the construction of an 11-foot tall, approximately 1,000-square-foot existing deck built within designated Open Space in the Danville/Blackhawk area of Contra Costa County; and

WHEREAS, after a notice having been lawfully given, a public hearing on the request for a Final Development Plan approval was scheduled before the San Ramon Valley Regional Planning Commission on Wednesday, October 22, 2008, public testimony was taken from the property owners, as well as all interested parties then continued to Wednesday, December 3, 2008; and

WHEREAS, on Wednesday, December 3, 2008, the San Ramon Valley Regional Planning Commission having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter;

NOW, THEREFORE BE IT RESOLVED that the San Ramon Valley Regional Planning Commission:

1. Denies the Final Development Plan Modification request filed by Surainder & Vinita Singh (Appellants & Owners).

BE IT FURTHER RESOLVED, the San Ramon Valley Regional Planning Commission of Contra Costa County determines that sufficient evidence has not been produced to show that any of the ordinance findings required for granting the modification request under the zoning district that applies to this site could be made for this project; such required ordinance findings are as follows:

BE IT FURTHER RESOLVED that the reasons for this recommendation are as follows:

DEVELOPMENT PLAN FINDINGS

1. Required Finding: The proposed amendment is consistent with the intent and purpose of the Planned Unit District.

Project Finding: The applicant is requesting to legalize an 11-foot tall, approximately 1,000-square-foot deck constructed within an area designated as Open Space. The Blackhawk subdivision was approved to allow for a community that incorporated significant amounts of land dedicated to open space. The legalization of a deck for private use within that open space land is inconsistent with the Planned Unit District. Further, the approval of the project would lead to similar requests, resulting in a further loss of that open space.

2. Required Finding: The proposed amendment is compatible with other uses in the vicinity, both inside and outside of the Planned Unit District.

Project Finding: The applicant proposes to legalize an existing deck constructed within land designated as Open Space. When a large scale development such as Blackhawk is approved, open space is dedicated for the community's benefit. The boundary lines for this open space were not established for the benefit of a private property owner. Approval of the proposed modification to the Final Development Plan could have a significant effect on other uses in the vicinity due to the precedent setting impact and loss of privacy for surrounding property owners.

BE IT FURTHER RESOLVED that the Secretary of the San Ramon Valley Regional Planning Commission will sign and attest the certified copy of this resolution and deliver the same to the Board of Supervisors, all in accordance with the Government Code of the State of California.

The instructions by the San Ramon Valley Regional Planning Commission to prepare this resolution were given by motion of the San Ramon Valley Regional Planning Commission on Wednesday, December 3, 2008, by the following vote:

AYES: Commissioners - None

NOES: Commissioners - Matsunaga, Couture, Gibson, McPherson, Neely, Cunningham

ABSENT: Commissioners - Mulvihill

ABSTAIN: Commissioners - None

Whereas, following the December 3, 2008 decision of the San Ramon Valley Regional Planning Commission to deny the requested Final Development Plan Modification application, on December 11, 2008, Surainder & Vinita Singh filed an appeal of the San Ramon Valley Planning Commission's decision to the Board of Supervisors.

NEAL MATSUNAGA,
Chairman of the San Ramon Valley Regional
Planning Commission,
County of Contra Costa, State of California

I, Catherine O. Kutsuris, Secretary of the San Ramon Valley Regional Planning Commission, certify that the foregoing was duly called and denied on December 3, 2008.

ATTEST:



Catherine Kutsuris, Secretary
San Ramon Valley Regional Planning Commission
County of Contra Costa
State of California

APPEAL LETTER

December 11, 2008

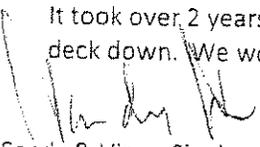
Board Of Supervisors, Contra costa county
Appeals
Applications and Permit Center
651 Pine Street, 2nd Floor
Martinez.

Re: Filing an Appeal against the decision of Planning committee for Deck at 101 Wild Oak ct

We would like to file an appeal against the decision taken by the Planning committee for our Deck at 101 Wild oak ct, Danville, CA. The Planning commission has passed a decision to deny the approval of deck because the initial drawing submitted to the planning depart incorrectly showed the deck inside our lot line but actually the deck is sitting on an easement granted to us by Blackhawk HOA.

Although the initial drawing submitted by the contractor to the planning department was wrong because he did not have proper means to identify the lot line from the grant deed, he did submit the detail survey to the planning department thru the Building /Code enforcement officers indicating the location of the Deck. This information was conveyed to the Planning department by the building Inspection/Code enforcement staff. The denial of our petition for the deck will very adversely effect us financially since we have invested considerable amount of money and time building the deck. We would request the Board of supervisors to reconsider the decision in light of the following facts

- The deck as it stands now, is build on an easement granted to us by Blackhawk HOA. A small part of the deck is overhanging in the open Space but 99% of the deck is on the Easement that was granted buy HOA to us.
- The easement had a Clause that ..No structure can be build on it unless the Blackhawk HOA approved it.
- The Blackhawk HOA had approved construction of deck in that area
- We were unaware that the land on which the deck is build is an easement because it was inside our fence line. Blackhawk HOA had the original document of easement. We got to know about it only after the survey
- The building inspector/Code enforcement Staff who was incharge of monitoring /inceptions of the construction of Deck actual authorized the contractor to complete the deck after all the facts about the location of deck/survey were given to him. He checked with the planning department and gave the contractor an OK to build the deck
- Although there were mistakes made in the paperwork submitted to planning , it was done because of lack of knowledge of the Lotline etc. Both the county and HOA had that information and gave their nod to complete the deck
- We are willing to pay fines/filing fee to keep our deck because we have invested over \$100,000 in building the Deck. It took over 2 years to build it . It would cause us considerable financial/emotional harm if we are ordered to take the deck down. We would humbly request the board of Supervisors to re-consider it.


Sandy & Vinny Singh
101 wild oak Ct
Danville
(925)719-2883/(925)648-7275

RECEIVED JIMBA COUNTY
08 DEC 11 PM 1:53
MILPITAS

SUPPLEMENTAL STAFF REPORT
San Ramon Valley Regional Planning Commission

December 3, 2008

SAN RAMON VAL LEY REGIONAL PLANNING COMMISSION
WEDNESDAY, DECEMBER 3, 2008

I. SURINDER & VINITA SINGH (Applicant / Owners), COUNTY FILE #DP08-3051 - The applicant is requesting a Final Development Plan Modification approval to permit the construction of an 11ft. tall, 300 sq.ft. existing deck built within designated open space. The subject property is located at 101 Wild Oak Ct., in the Danville area of Contra Costa County. (Zoning, P-1) (General Plan, SL & PR) (Census Tract 3551.04) (APN #'s, 203-722-014 & 203-740-012).

II. RECOMMENDATION

Staff recommends that the San Ramon Valley Regional Planning Commission deny County File #DP08-3051, based on the fact the project does not meet the intent and purpose of the P-1, Zoning District, and General Plan designation of PR, Parks and Recreation.

III. OCTOBER 22, 2008, SRVRPC MEETING

- This project was originally heard at the Oct. 22, 2008 Public Hearing.
- The Commission took testimony from the following people:
 - Mr. Richard Beckman, Applicant's Representing Attorney,
 - Mr. Surinder Singh, Applicant,
 - Mrs. Cathy Wilson, who is a neighbor of the Singh's and opposed the deck. Mrs. Wilson's primary concerns were the size, lack of vegetative screening and the legality of building within areas designated as "open space".
 - Mrs. Andrea O'Toole, Representing Attorney for the Blackhawk Homeowners Association (Opposed the project). To supplement Mrs. O'Toole's testimony, the Blackhawk Homeowners Association has submitted a written statement dated November 17, 2008. The letter outlines the HOA's historical and current position regarding their granting of easements and Lot Line Adjustments within the Blackhawk Country Club. In short, the letter indicates "Since 2003, the Blackhawk Homeowners Association has received many requests for Lot Line Adjustments. None have been granted and doing so would be a major change of policy" (See Exhibit A1). To reaffirm staff's response, which was made during the public hearing, neither the County nor the Blackhawk Homeowners Association is supporting approval of these types of applications.

- At the request of the applicant, the Commission continued the Public Hearing to allow Mr. Matt Anderson & Mrs. Mindy Garrison (the applicant's contractors) an opportunity to testify. Mr. Anderson and Mrs. Garrison were present at the Public Hearing; however, both individuals had to leave to address a family related medical emergency.

IV. GRANT DEED OF DEVELOPMENT RIGHTS TO PARCEL 'C' OF SUBDIVISION 5443 – "OPEN SPACE"

During the Hearing, the Commission members discussed the current status of Development Rights to the subject Open Space area (Parcel C of Subdivision 5443). As staff mentioned during the Public Hearing, the Development Rights to this portion of Parcel C have been Grant Deeded to Contra Costa County by the Developer and was recorded on February 17, 1981 (See Exhibit B1). The Grant Deed relinquishes development rights to the County and defines "Development Rights" as: "*the right to approve or disapprove any proposed construction, development or improvement which would substantially and materially change the nature of the "current proposed use" of said real property*". The Grant Deed goes on to provide examples of developments the County would have authority to approve or disapprove; which in part include, trails, landscaped areas, fencing, and walls.

IV. CONCLUSION

Staff recommends that the San Ramon Valley Regional Planning Commission deny County File #DP08-3051, as the project does not meet the intent and purpose of either the P-1 Zoning District or PR/SL General Plan designations in which it is located.

STAFF REPORT
San Ramon Valley Regional Planning Commission

October 22, 2008

FILE COPY

Conservation and Development

Agenda Item # _____
Contra Costa County

SAN RAMON VALLEY REGIONAL PLANNING COMMISSION WEDNESDAY, OCTOBER 22, 2008

I. SURINDER & VINITA SINGH (Applicant / Owners), COUNTY FILE #DP08-3051 - The applicant is requesting a Final Development Plan Modification approval to permit the construction of an 11ft. tall, 300 sq.ft. existing deck built within designated open space. Subject property is located at 101 Wild Oak Ct., in the Danville area of Contra Costa County. (Zoning, P-1) (General Plan, SL & PR) (Census Tract 3551.04) (APN #'s, 203-722-014 & 203-740-012).

II. RECOMMENDATION

Staff recommends that the San Ramon Valley Regional Planning Commission deny County File #DP08-3051, based on the fact the project does not meet the intent and purpose of the P-1, Zoning District, and General Plan designation of PR, Parks and Recreation.

III. BACKGROUND

- The previous owners of the subject property purchased a landscape easement from the Blackhawk Homeowners Association and recorded it on February 2, 2000 (See Exhibit A). As described in the Grant Deed, it was intended for landscape purposes only. The Grant Deed further states "*(i)no permanent structure (including, but not by way of limitation, swimming pools, ponds, spas or tennis courts), and (ii) no grading or earthwork may be constructed, installed or maintained on any portion of the real property*".
- In 2006, the applicant submitted proposed deck plans to the Blackhawk Homeowners Association - Architectural Committee (Association), for review. According to the plans submitted to the Association, the landscape easement was not depicted on the site plan (See Exhibit B) and the proposed deck was within the property boundaries. Consequently, on July 5, 2006, the Association approved this site plan. Shortly thereafter, Mr. Singh contacted Decks Plus to construct the subject deck. According to Mr. Singh, he was unaware the County Community Development Division's approval was also necessary in addition to the Association's approval for construction of the deck.
- On January 24, 2007, the County's Property Conservation Division opened a Code Enforcement case for the construction of the subject deck's foundation without permits. In a timely manner, Mr. Singh submitted similar plans (See Exhibit C) to those given to the Association, to the County and received Community Development approval on January 24, 2007. The County approved this site plan and clearly indicated the

Y900 3117

minimum setback requirements for the parcel. The County also stated that survey stakes were required to certify that the structure is placed according to the approved plans.

- The Site Survey dated February 28, 2007, confirmed that the deck was built outside of the boundaries of the subject property. In addition, it was built 2'4" outside of the easement's boundaries on the southern edge and 9" on the western portion of the easement (Further encroaching the "Open Space" area). (See Exhibit D)
- On October 10, 2007, the Property Conservation Division opened another Code Enforcement case, for the construction of the subject deck built over the rear property line, and outside of the approved location.
- As an attempt to resolve this situation, on July 22, 2008, Mr. Singh submitted this Development Plan application requesting approval of the construction of the subject deck within the area designated as open space.

IV. GENERAL INFORMATION

- A. Environmental Setting: The subject site is located in the foothills of the Blackhawk County Club residential community. This area is primarily comprised of single-family residences located on medium to large sized lots. Due to the neighborhood's location in a foothill region of the County, winding roads, and restricted development areas are common in the area.
- B. Site Description: The subject property is a 18,787 sq.ft. parcel located at the northwestern corner of Wild Oak Ct. The property is relatively flat with a single 6,774 sq.ft. residence near the center of the lot; however, the property has a steep down slope on the western edge where the subject deck is located. The property has mature trees that are mainly located in the immediate area surrounding the existing home. The rear of the property is occupied by a pool and large patio area. The Association's "Open Space" is immediately adjacent to the western property line and traverses the entire length of the rear property boundary.
- C. General Plan: The General Plan designations for the site are Single-Family, Low-Density (SL) and Public Recreation (PR).
- D. Zoning: The subject site is zoned Planned Unit District (P-1).
- E. California Environmental Quality Act (CEQA): This project is exempt under CEQA guidelines section 15303(e).
- F. Previous Applications:
- DP78-3035: This Development Plan was approved by the Board of Supervisors on June 6, 1978 and approved the development of the Blackhawk County Club Community which included 985 Single

Family residences, an 18-hole golf course and clubhouse, a neighborhood commercial center, elementary and intermediate school sites, and private open space on 1154 acres, generally located northeast of the intersection of Blackhawk Road and Tassajara Road in the Danville area.

- Lot Line Adjustment (LL97-00029): This Lot Line Adjustment application was for an addition of 99 sq.ft. to the rear of the subject property and was approved by the County on November 5, 1999.
- DP98-3022: This Development Plan approved a lot line adjustment between three parcels and the adjacent "Open Space" area.

V. PROJECT DESCRIPTION

The applicant is requesting approval of a Final Development Plan Modification application for the legalization of an 11 ft. tall, 300 sq.ft. deck, constructed outside of the property boundaries at 101 Wild Oak Ct. According to the site survey dated February 28, 2007, the deck has been constructed in an area designated as open space and within the boundaries of a recorded landscape easement. The project does not require the removal of any code protected trees, nor is the project anticipated to negatively impact surrounding trees in the vicinity.

VI. AGENCY COMMENTS

- A. Contra Costa County Building Inspection Division: According to the Building Inspection Division, a building permit legally can not be issued to Mr. Singh for construction of the subject deck within the landscape easement without the written consent of the property owners (Blackhawk Homeowners Association).
- B. San Ramon Valley Fire Protection District: In letter dated September 9, 2008, the San Ramon Valley Fire Protection District advised that they have reviewed the proposed project, and have no comments.
- C. Central Contra Costa Sanitary District: No comments were received from the Central Contra Costa Sanitary District prior to the preparation of this report.
- D. East Bay Municipal Utility District: In correspondence dated August 19, 2008, the East Bay Municipal Utility District stated that the property currently has water service, and should contact the East Bay Municipal Utility's New Business Office in the event that additional water service is needed.
- E. Black Hawk Homeowner's Association : In a letter dated August 21, 2008, the Blackhawk Homeowner's Association (See Exhibit E) stated the following:

1. Prior to construction, Applicants submitted to the Association a plan to construct a deck on the referenced property.
2. As constructed, the deck failed to conform to the plan in that it was larger than depicted, located outside the boundaries of the owners' lot and was not constructed of approved materials.
3. The Association's architectural committee did not approve either the construction or location of the deck.
4. The applicants appealed this decision to the Association's Board of Directors. The Association has deferred further consideration of the deck installation appeal "pending the County's determination as to whether decks will be permitted on easements located on Association "Open Space" or "Common Space".

VII. STAFF ANALYSIS & DISCUSSION

- A. General Plan: The General Plan designation of the deck site is Public Recreation (PR) and the residential portion of the project is Single Family-Low Density (SL). The Public Recreation designation of the General Plan includes privately owned properties for which future development rights have been deeded to a public or private agency. For example, significant open space areas within planned unit developments identified as being owned and maintained by a homeowners association fall under this designation. These areas are considered "Common Areas" where the open space is maintained by the homeowners association with very strict limitations on proposed developments. Thus, the private deck would be inconsistent with development patterns in areas designated as Public Recreation. This use would be deemed appropriate in residential land designations.
- B. Zoning: The subject site is zoned Planned Unit Development (P-1), which allows a range of uses, buildings, structures, and lot sizes while ensuring compliance with the General Plan. Additionally, the guidelines of the R-20 Zoning District are used as a guide for dimensional and land use development in this area. According to County Code Section 84.66.1804, which states: "*In approving the modification application, the Zoning Administrator shall find that it is consistent with the intent and purpose of the P-1 district and compatible with other uses in the vicinity, both inside and outside of the district*". No other decks appear to have been approved or constructed in the subject "Open Space" area. As the deck is elevated and at the rear of the property, the privacy of several homes will be affected (See Photos 1-4). Therefore, the private deck structure is inconsistent with the P-1 Zoning District standards and PR General Plan designation of the site.

VIII. SUMMARY

Mr. Singh's request to modify the Final Development Plan for the Blackhawk County Club Community is an attempt to legalize the construction of an 11 ft. tall, 300 sq.ft. deck built within an area designated as "Open Space". The site is zoned Planned Unit District (P-1), and has a General Plan Designation of Public Recreation (PR) and Single Family-Low Density (SL), all of which have clear development standards that the deck does not meet. The subject landscape easement where the deck is currently constructed does not allow "permanent structures" and was intended for landscape purposes only.

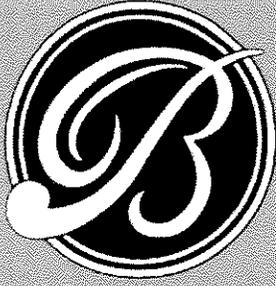
The Plans submitted to the Community Development Division (See Exhibit C) clearly showed the deck setback being 15' from the rear property line. Please note that the property dimensions identified on the approved plot plan are the same shown on the Parcel Book (See Exhibit F). It appears the proposed location of the deck on the site plan submitted to the County was misrepresented.

IX. CONCLUSION

Staff recommends that the San Ramon Valley Regional Planning Commission deny County File #DP08-3051, as the project does not meet the intent and purpose of either the P-1 Zoning District or PR/SL General Plan designations in which it is located.

BLACKHAWK HOA DENIAL

May 12, 2009



Blackhawk Homeowners Association

4125 Blackhawk Plaza Circle, Suite 230, Danville, California 94506

Telephone: (925) 736-6440; Fax (925) 736-0428

Website: www.blackhawk-hoa.com

E-mail Address: blackhawk@blackhawk-hoa.com

Board of Directors

Michael Marchi
President

George L. Triano
Vice President

Linda Kralik
Vice President,
Community Relations

Ron Banducci
Treasurer

Tom Stumpf
Secretary

Management

Mark A. Goldberg
GPM® PCAM® CCAM® MCM®
Community Manager

Natasha Feigenson
CCAM®
Assistant Community Manager

Michael R. Cousineau
AMS®, CMCA®, CCAM®
Community Services Director

May 12, 2009

Mr. and Mrs. Singh
101 Wild Oak Ct
Danville, Ca. 94506

Re: Appeal of ARC Decision
Deck Installation at 101 Wild Oak Court

Dear Mr. and Mrs. Singh:

On February 18, 2009, we wrote you to advise that the Association's Architectural Review Committee (ARC) considered your most recent pending architectural application and for the reasons stated in that letter, denied your application. You appealed that decision to the Board of Directors and it considered your appeal at its meeting of April 28, 2009. The Board of Directors concluded that the reasoning and decision reached by the ARC was correct and, in particular, that no part of the deck should be constructed on areas (including those subject to an easement) designated as "open space".

We know this decision is not what you hoped and regret that in this case, your application could not be approved. Nevertheless, we request that you immediately remove the deck from the easement and open space area.

We understand that you may continue to pursue your appeal to the Board of Supervisors of the denial of your deck issued by the San Ramon Valley Regional Planning Commission (a process separate from the association's process), but that no appeal date has been set. If you wish, we are willing to extend the time for you to remove the deck until 14 days after the Supervisor's final decision provided that you agree this does not prejudice any of the Association's existing enforcement rights. We presume you do agree to this, but if not, please let us know in writing within seven (7) days of the above date.

Best regards,

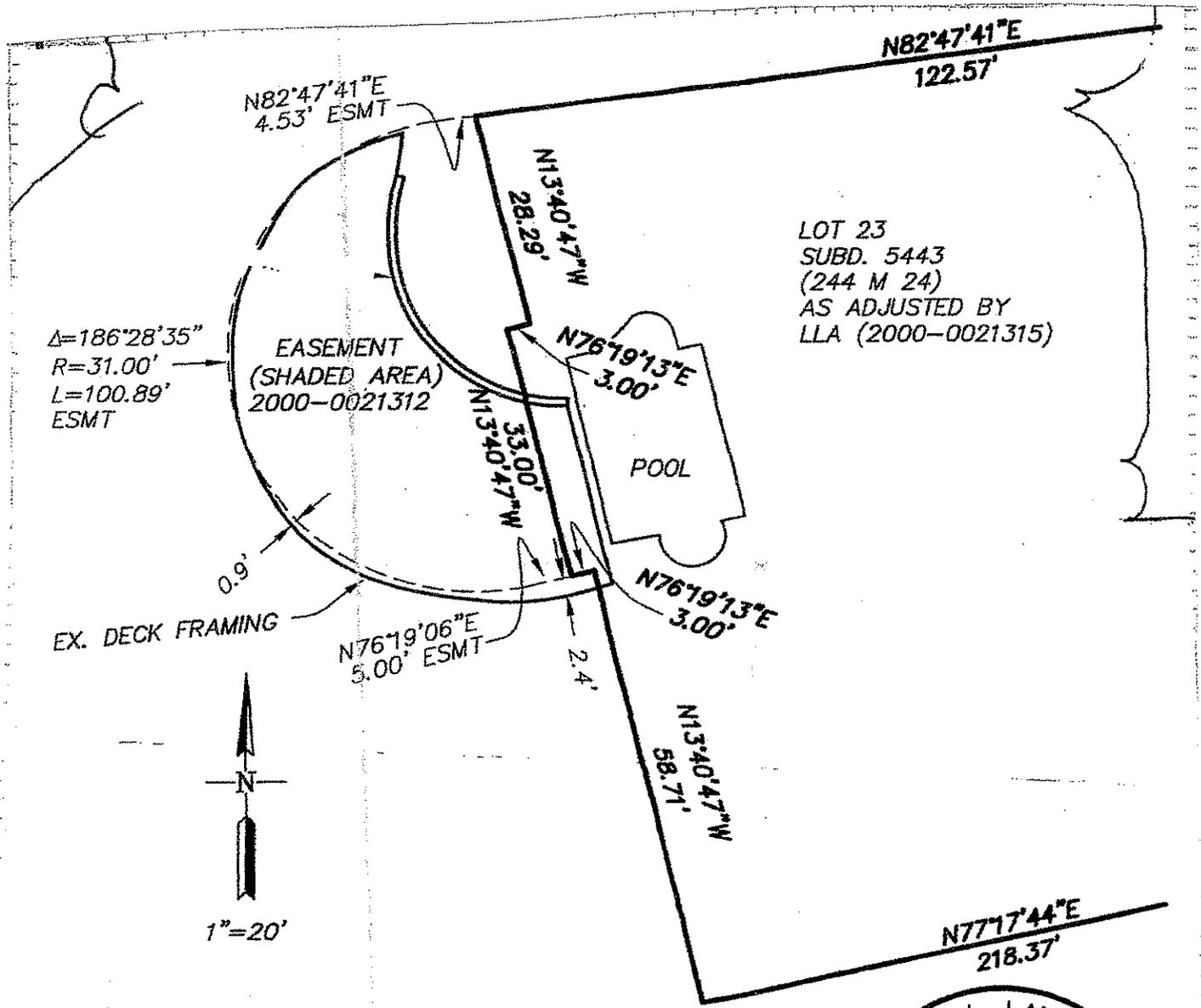
Natasha Feigenson, CCAM®
Assistant Community Manager

Cc: Architectural Review Committee
Board of Directors

First Class Mail & Email

SITE SURVEY

February 28, 2008



SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF MINDY GARRISON IN FEBRUARY OF 2007.



Darryl Alexander
 DARRYL ALEXANDER DATE 2-28-07
 L.S. NO. 5071
 LICENSE EXPIRES JUNE 30, 2007

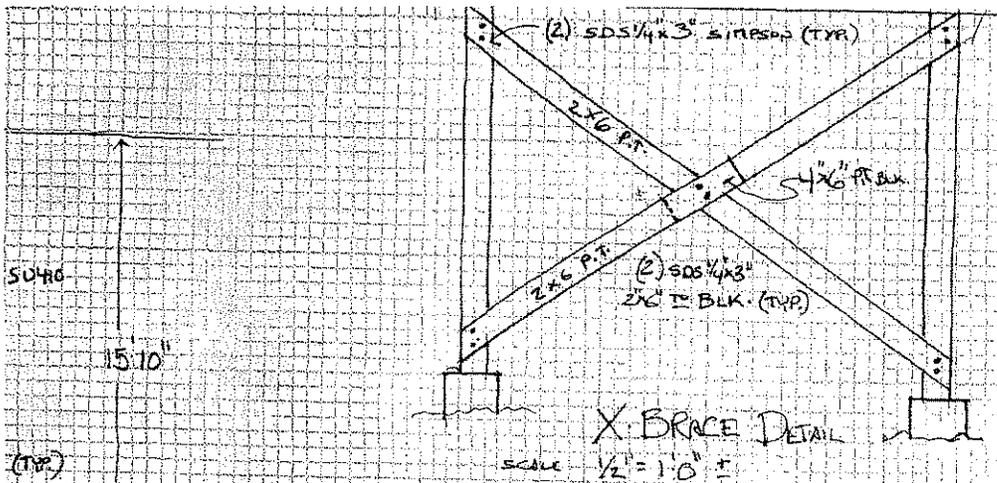
ALEXANDER & ASSOCIATES INC.
 SURVEYORS - PLANNERS - ENGINEERS
 147 OLD BERNAL AVENUE, SUITE 10
 PLEASANTON, CALIFORNIA
 (925) 462-2255 (925) 462-8092 FAX

101 WILDOAK COURT
 DANVILLE CALIFORNIA

JOB NO.:	07037
FILE NO.:	8X11
DATE:	FEB 2007
SHEET NUMBER:	TOTAL SHEETS:
1	1

DECK PLANS APPROVED BY THE COUNTY

January 1, 2007



SCALE 1/2" = 1'-0"

PLAN CERTIFICATION

I certify that these plans accurately reflect the physical constraints and/or characteristics of this site, e.g., showing all existing and proposed improvements, creeks, drainage ditches, existing lines (including size, species, drip line), and easements.

Signature: M. J. Johnson
 Date: 1/24/07

Owner
 Applicant
 Contractor
 Other

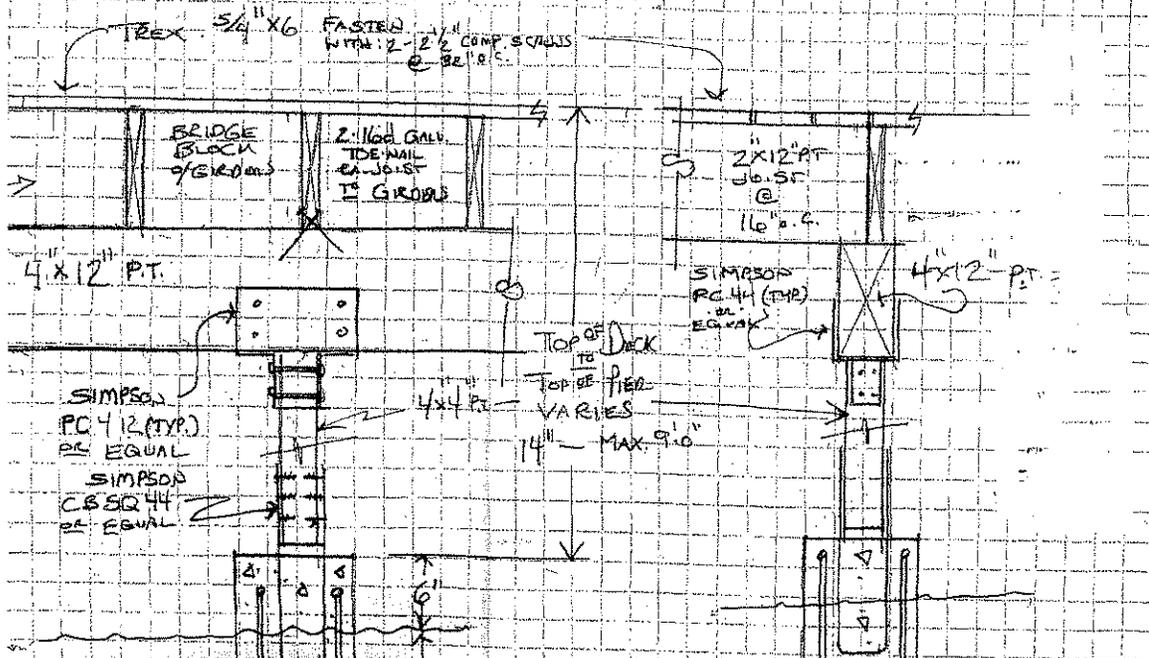
ARTISAN TREX GLASS RAIL SYSTEM 993801

5/4" X 6" TREX FASCIA
 1" DEPTH ALL DOWN
 SLOPING TO EQUAL

CONTRA COSTA COUNTY
 DEPARTMENT OF
 PUBLIC UTILITIES
 1400 PLANS MUST BE REAPPROVED
 JAN 30 2007

CONTRA COSTA COUNTY COMMUNITY DEVELOPMENT	
ASSESSOR'S PARCEL NO. 203-722-014	
PERMIT TYPE CODE MI	AN # 393301
COMMENTS	ZONING P-1
PARK DEDICATION #	FEES \$ NOT REQUIRED
FLOOD ZONE	FEES \$ NOT REQUIRED
CHILD CARE #	FEES \$ NOT REQUIRED
OTHER	FEES \$ NOT REQUIRED
BY	DATE 1-29-07

For Detached Deck only
 HOA Approval Letter Attached
 to plans



PROJECT: TREC AND

DECK PLANS APPROVED BY THE COUNTY

January 1, 2007

GRANT DEED OF LANDSCAPE EASEMENT TO
PREVIOUS OWNER

February 1, 2000



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder

RECORDED AT THE REQUEST OF:

DOC- 2000-0021314-00

WHEN RECORDED, RETURN TO:
Blackhawk Homeowners Association
4125 Blackhawk Plaza Circle, #230
Danville, CA 94506

Check Number
T, FEB 01, 2000 15:03:15
MIC \$1.00 MOD \$5.00 REC \$12.00
TCF \$7.00 NCP \$24.00
Tot Pd \$52.00 Nbr-0000798335
ros/R7/1-8

No Transfer Tax
Landscape Easement Only

**GRANT OF EASEMENT
ON CONDITION SUBSEQUENT**

THIS GRANT OF EASEMENT (the "Grant") is made from Blackhawk Homeowners Association, a California non-profit corporation, ("Grantor") to **C. JAMES JENSEN and GERALDINE L. JENSEN, husband and wife** ("Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor grants to Grantee an easement (the "Easement") described in Exhibit "A" hereto over, under, across, upon and through that certain parcel of land described in Exhibit "B" hereto (the "Servient Tenement") which easement shall be appurtenant to the parcel of land described in Exhibit "C" hereto (the "Dominant Tenement").

This Grant is conditioned upon the limitations in use as hereinafter provided and is subject to the reservation to Grantor of the rights of entry, occupancy and use.

Except as otherwise provided herein, Grantee shall enjoy the exclusive use and occupancy of the Easement area; provided, however, Grantee, for itself, its successors and assigns, hereby agree that (i) no permanent structure (including, but not by way of limitation, swimming pools, ponds, spas or tennis courts), and (ii) no grading or earthwork may be constructed, installed or maintained on any portion of the real property described in Exhibit "A". This covenant is intended for the benefit of Grantor and may be enforced by Grantor.

This Grant is made upon the condition that, and Grantee for itself, its successors and assigns covenants and agrees with Grantor, its successors and assigns that, Grantee shall use and maintain Easement area only in a manner consistent with the requirements and limitations permitted for "Private Areas" under that certain Declaration of Covenants, Conditions and Restrictions for Country Club at Blackhawk Improvement Association, as amended (the "Declaration") originally recorded on October 10, 1979, in Book 9570 at Pages 42 et seq. of the Contra Costa County Records. Grantor hereby reserves the same rights of entry, occupancy and use as provided to the Grantor for Lots and Private Area under the Declaration.

No improvements may be constructed on the Easement area unless the improvements are approved by the Architectural Review Committee referred to in the Supplemental Declaration of Covenants, Conditions and Restrictions for **Subdivision 5443 recorded on February 2, 1981 in Book 10188 of Maps, page 439 in the Official Records of the County of Contra Costa** or by an Association Committee appointed by the Board of Directors of Grantor in accordance with Article XV of the Declaration.

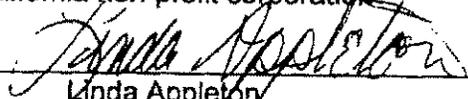
If Grantee, its successors or assigns fails to use and maintain the Easement area in accordance with the standards established in the Declaration or in accordance with standards established by any homeowners association or other governing body acting pursuant to any powers vested in such body under the Declaration, then, provided that Grantee has not had less than thirty (30) days prior written notice of the deficiency and has failed to cure such deficiency during the period, Grantor, its successors and assigns, at its election may either (a) bring a suit for specific performance of Grantee's covenants hereunder or an action for damages arising from Grantee's breach thereof or (b) reenter and repossess the Easement area whereupon the Easement and all rights and interest therein shall be terminated. In connection with Grantor's election to exercise its rights under clause (b) above, Grantor, its successors, and assigns shall be entitled to receive a reconveyance of the Easement in accordance with Section 1109 of the California Civil Code and Grantee, for itself, its successors and assigns covenants to execute a quitclaim deed or other instrument of reconveyance immediately upon Grantor's, its successors' or assigns' re-entry upon and repossession of the Easement area.

Grantee for itself, its successors and assigns hereby agrees to indemnify and hold harmless Grantor, its successors and assigns from any liabilities, claims, demands, damages and costs arising out of (i) the natural condition of the lands the use of which is transferred to Grantee by this instrument, and (ii) the maintenance or use of such lands by Grantee, its successors and assigns.

GRANTOR:

Blackhawk Homeowners Association,
A California non-profit corporation

by:

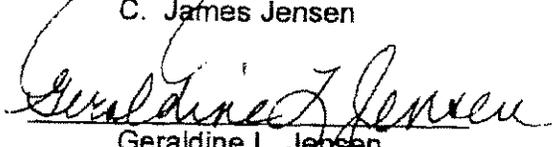


Linda Appleton
President

GRANTEE:



C. James Jensen



Geraldine L. Jensen

State of California)
) ss.
County of Contra Costa)

21314

On November 29, 1999, before me, Shannon Vicencio
personally appeared James Kent — personally known to me (or 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.

WITNESS my hand and official seal.

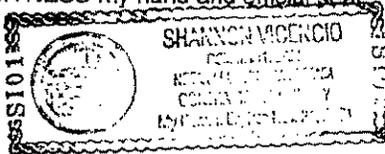


Shannon Vicencio
Notary Public

State of California)
) ss.
County of Contra Costa)

On November 29, 1999, before me, Shannon Vicencio
personally appeared Geraldine L. Jensen — personally known to me (or 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.

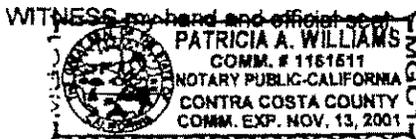
WITNESS my hand and official seal.



Shannon Vicencio
Notary Public

State of California)
) ss.
County of Contra Costa)

On December 13, 1999, before me, Patricia A. Williams
personally appeared Linda Appleton, President personally known to me (or 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.



Patricia A. Williams
Notary Public

21314



DAVID EVANS AND ASSOCIATES, INC.

500 Executive Plaza
Suite 105
San Ramon,
California 94583
Tel: 925.382.4086
Fax: 925.382.4088

PROPERTY DESCRIPTION

REAL PROPERTY IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL C AS SHOWN ON THE MAP OF SUBDIVISION 5443 FILED AUGUST 13, 1980, IN BOOK 244 OF MAPS AT PAGE 24, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 32 AS SHOWN ON SAID MAP OF SUBDIVISION 5443; THENCE SOUTH 82°47'41" WEST, 4.53 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 31.00 FEET THROUGH A CENTRAL ANGLE OF 186°28'35" AN ARC DISTANCE OF 100.89 FEET; THENCE NORTH 76°19'06" EAST, 8.00 FEET TO THE WEST LINE OF SAID LOT 32; THENCE ALONG SAID WEST LINE OF LOT 32, NORTH 13°40'47" WEST, 61.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,003 SQUARE FEET MORE OR LESS.

END OF DESCRIPTION.

DAVID F. YARRINGTON, P.L.S. 5996
EXP.: 12-31-2000



00000001/4/02

REMAINDER OF STAR

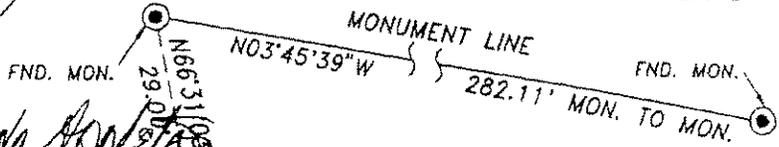


21314

WILD OAK COURT

SCALE: 1" = 30'

Approved By: *Linda Apolita*
James Jensen
Linda Apolita
 11/29/99



FND. 1/2" IRON PIPE W/CAP
 $\Delta = 31'42'33"$
 $R = 23.00'$
 $L = 12.73'$

R=47.00'
 $\Delta = 91'56'54"$
 $L = 75.43'$
 FND. 1/2" IRON PIPE
 P.L.S. NO. 5342

31

SUBD. 5443

LOT 32

244 M 24

101 WILD OAK COURT

11-8-99
 Approved
R. Duke
 CDD

33

FND. 1/2" IRON PIPE
 LS 5342

PROPOSED LOT LINE ADJUSTMENT
 99 Sq/Ft

RETAINING WALL W/IRON FENCE

SET 5/8" IRON PIPE
 P.L.S. NO. 5996

POOL EXCAVATION

120.00'
 N13°40'57"W

36

PROPOSED EASEMENT
 1,104 Sq/Ft

PARCEL C

TOP OF BANK
 TOE OF SLOPE

LEGEND:

- FOUND STANDARD CONTRA COSTA COUNTY STREET MONUMENT
- FOUND IRON PIPE (SIZE & TAG NO. AS SHOWN)
- SET IRON PIPE (SIZE & TAGE NO. AS SHOWN)

DAVID EVANS & ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 5000 EXECUTIVE PARKWAY - SUITE 125
 SAN RAMON CALIFORNIA 94583
 (510) 867-3380 FAX (510) 867-3388

NO.	BY	DATE	REVISIONS

JAMES JENSEN
PROPOSED LOT LINE ADJUSTMENT AND EASEMENT
 101 WILD WOOD COURT

BLACKHAWK CONTRA COSTA CC. CALIFORNIA

DRAWN BY: Dfy	DATE: 10/8/97
CHECKED BY:	SCALE: 1" = 30'
JOB NO. GVAS0001	REF.
DWG. LOC. D:\P\GVAS0001\PLATH04.DWG	
SHEET 1	OF 1
A.P.N. 203-722-008	

21314

EXHIBIT "B"
DESCRIPTION OF SERVIENT TENEMENT

Parcel C as shown on the Map of Subdivision 5443 recorded on February 2, 1981 in Book 10188 of Maps, page 439, Contra Costa County Records.

21314

EXHIBIT "C"
DESCRIPTION OF DOMINANT TENEMENT

Lot 32, as shown on the map of Subdivision 5443 recorded on February 2, 1981 in Book 10188 of Maps, page 439, Contra Costa County Records.

21314

EXHIBIT "D"

Grantor hereby reserves with respect to the grant of Easement the same rights of entry, occupancy and use as provided to the Grantor for Lots and Private Area under that certain Declaration of Covenants, Conditions and Restrictions of Country Club at Blackhawk Improvement Association, as amended, originally recorded on October 10, 1979, in Book 9570 at Pages 42 et seq. of the Contra Costa County Records.

The Grantor hereby further reserves with respect to the grant of Easement the right to grant to others any additional easements over the Easement area.

END OF DOCUMENT

GRANT DEED OF DEVELOPMENT RIGHTS
TO COUNTY

February 18, 1981

A 8216

In the Board of Supervisors
of
Contra Costa County, State of California

CONTRA COSTA COUNTY
PLANNING DEPARTMENT
FEB 19 4 28 PM '81

February 17, 19 81

In the Matter of
Authorizing Acceptance
of Instrument(s).

IT IS BY THE BOARD ORDERED that the following Instrument(s) (is/are)
ACCEPTED:

<u>INSTRUMENT</u>	<u>REFERENCE</u>	<u>GRANTOR</u>	<u>AREA</u>
Drainage Release	SUB 5042	Orinda Union School Dist.	Orinda
✓ Grant Deed of Development Rights	SUB 5443	Blackhawk Corp.	Blackhawk

PASSED by the Board on February 17, 1981 by the following vote:

- AYES: Supervisors Fahden, Schroder, McPeak, Torlakson, Powers.
- NOES: None.
- ABSENT: None.

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.

Originator: Public Works (LD)
cc: Recorder (via PW LD)
✓ Director of Planning

Witness my hand and the Seal of the Board of Supervisors
affixed this 17th day of February, 19 81

J. R. OLSSON, Clerk
By Diana M. Herman, Deputy Clerk
Diana M. Herman

Public Works Department

6th Floor, Administration Building
Martinez, California 94553
(415) 372-2102

J. Michael Walford
Acting Public Works Director

Contra
Costa
County



Barton J. Gilbert
Deputy-Administrative
Services
(415) 372-2105

Mark L. Kermit
Deputy-Transportation
(415) 372-2102

R.M. Rygh
Deputy-Buildings and Grounds
(415) 372-2222

J.E. Taylor
Deputy-Operations
& Flood Control
255 Glacier Drive
(415) 372-4470

To: Planning Department

Attention: _____
Re: Sub 5443 Blackhawk

Date: 3/21/81

Gentlemen:

We are sending you, attached, under separate cover via _____,
the following items:

Copies	Description
1	Front Deal of Development Rights

These are transmitted as checked below:

- For your use
- As requested
- For review and comment
- Returned for corrections
- _____ copies retained for our files
- Sign and return _____ copies
- Reviewed, no additional comments
- Reviewed, see additional comments
- Return _____ corrected prints

Remarks: FOR Your Files

Please direct any questions/information to B. Allen

Very truly yours,
J. Michael Walford
Acting Public Works Director

By William R. Gray
William R. Gray
Assistant Public Works Director
Land Development Division

21-24530

A-8-2-81

FEB 27 1981

COPY 1219 PAGE 730

At the Request of:
CONTRA COSTA COUNTY
Data to: PROG. PLAN. & SPEC. PROJ.
PUBLIC WORKS DEPT.

In the Board of Supervisors
of

RECORDS SECTION

Contra Costa County, State of California

February 17, 19 81

In the Matter of
Authorizing Acceptance
of Instrument(s).

RECORDED AT REQUEST OF
CONTRA COSTA COUNTY

FEB 27 1981
AT 3 O'CLOCK P.M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
FEE: OFF L

IT IS BY THE BOARD ORDERED that the following Instrument(s) (is/are)
ACCEPTED:

<u>INSTRUMENT</u>	<u>REFERENCE</u>	<u>GRANTOR</u>	<u>AREA</u>
Drainage Release	SUB 5042	Orinda Union School Dist.	Orinda
Grant Deed of Development Rights	SUB 5443	Blackhawk Corp.	Blackhawk

PASSED by the Board on February 17, 1981 by the following vote:

AYES: Supervisors Fahden, Schroder, McPeak, Torlakson, Powers.
NOES: None.
ABSENT: None.

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.

Originator: Public Works (LD)

cc: ✓ Recorder (via PW LD)
Director of Planning

Witness my hand and the Seal of the Board of Supervisors

affixed this 17th day of February, 19 81

J. R. OLSSON, Clerk
By Diana M. Herman, Deputy Clerk

Diana M. Herman

Seal Affixed

"Development Rights" are defined as the right to approve or disapprove any proposed construction, development or improvement which would substantially and materially change the nature of the "current proposed use" of said real property. The "current proposed use" of said real property is shown, in part, on said maps and is described, in part, in the Final Development Plan in County File 3035-78 approved by the San Ramon Valley Area Planning Commission of the County of Contra Costa on July 12, 1978, and includes the following:

- a. trails, walkways and paths and associated improvements;
- b. private roads and driveways;
- c. landscaped areas including irrigation facilities;
- d. entrance gate and gatehouse;
- e. fencing and walls;
- f. street lights;
- g. utilities and utility facilities and installations including, but not limited to, sanitary sewers; natural gas mains, laterals and services; water mains, laterals and services;

- water tanks, pumps, and associated equipment, facilities and improvements; and telephone and cable television facilities;
- h. storm drains; culverts; pipes; drainage facilities; systems and patterns; and retention ponds for the collection, control, discharge or storage of storm and surface waters;
 - i. all reasonable and necessary incidents to any of the foregoing including improvements necessary to provide access thereto;
 - j. golf courses, including, but not limited to, greens, fairways, rough, ponds, and associated landscaping, and clubhouses, including, but not limited to, restaurants, bars, pro shops and parking;
 - k. such other facilities as may be deemed desirable by the owner of said real property, from time to time, exclusively for the maintenance and preservation of said real property and/or the recreation and leisure activities of the owners, members, residents and users of the real property shown on said maps and owned

by Blackhawk Corporation and any and all planning, design and landscaping incident thereto.

The "Development Rights" are, and shall be a form of negative easement (but not a reciprocal negative easement) over all of the real property particularly described above, which shall run with such particularly described real property and shall bind the current owner and any future owner or owners of all or any portion of the real property particularly described above. In the event of County's (or its successor's) disapproval of proposed construction covered by the conveyance of "Development Rights" herein, said proposed construction shall not be performed. County, or its successor, may condition its approval of any proposed construction upon the prior or subsequent performance of such conditions as County, or its successor, may deem appropriate.

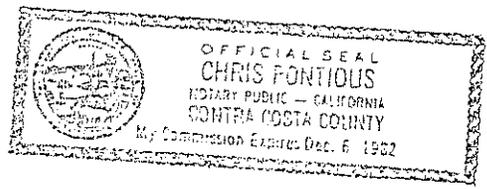
Any owner or owners of all or any portion of the real property particularly described above desiring to develop any improvement requiring the approval of County, or its successor, shall submit to the County Board of Supervisors, or the governing body of its successor, a written proposal describing the nature, extent and location of such improvement. County, or its

WITNESS my hand and official seal.



NOTARY PUBLIC

SMS/csm-16
CP.CCB-1



REAL PROPERTY IN THE COUNTY OF CONTRA COSTA, STATE
OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL "C", AS SHOWN ON THE MAP
OF SUBDIVISION 5443 RECORDED IN BOOK 244 OF MAPS AT
PAGE 24 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 49 AS
SHOWN ON THE AFOREMENTIONED MAP OF SUBDIVISION 5443
(244 M 24); THENCE NORTH $56^{\circ} 23' 30''$ WEST, 88.00 FEET;
THENCE NORTH $40^{\circ} 06' 15''$ WEST, 281.50 FEET; THENCE NORTH
 $35^{\circ} 09' 23''$ WEST, 66.88 FEET; THENCE SOUTH $44^{\circ} 20' 35''$
EAST, 187.75 FEET; THENCE SOUTH $62^{\circ} 21' 14''$ EAST, 165.95
FEET; SOUTH $07^{\circ} 53' 59''$ EAST, 108.46 FEET TO THE POINT
OF BEGINNING.

CONTAINING 13,906 SQUARE FEET, MORE OR LESS.

EXHIBIT A

REAL PROPERTY IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA
DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL "C" AS SHOWN ON THE MAP OF SUBDIVISION
5443, RECORDED IN BOOK 244 OF MAPS AT PAGE 24 CONTRA COSTA
COUNTY RECORDS.

BEGINNING AT A POINT ON THE NORTHERLY LINE OF CONIFER TERRACE AS
SHOWN ON THE MAP OF SUBDIVISION 5441 RECORDED IN BOOK 240 OF
MAPS AT PAGE 7, CONTRA COSTA COUNTY RECORDS DISTANT THEREON NORTH
72° 26' 15" WEST, 37.11 FEET FROM ITS INTERSECTION WITH SEQUOIA
TERRACE; THENCE ALONG SAID NORTHERLY LINE NORTH 72° 26' 15" WEST,
20.68 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A
RADIUS OF 437.00 FEET THROUGH A CENTRAL ANGLE OF 35° 12' 18",
AN ARC DISTANCE OF 268.51 FEET; THENCE ALONG A REVERSING CURVE
TO THE LEFT HAVING A RADIUS OF 588.00 FEET THROUGH A CENTRAL ANGLE
OF 19° 29' 27", AN ARC DISTANCE OF 200.00 FEET; THENCE LEAVING
SAID NORTHERLY LINE ALONG A NON-TANGENT CURVE CONCAVE TO THE
SOUTHWEST HAVING A RADIUS OF 878.00 FEET, THE CENTER OF WHICH
BEARS SOUTH 33° 16' 36" WEST THROUGH A CENTRAL ANGLE OF 16° 21' 02",
AN ARC DISTANCE OF 250.56 FEET; THENCE ALONG A REVERSING CURVE TO
THE LEFT HAVING A RADIUS OF 422.00 FEET THROUGH A CENTRAL ANGLE
OF 32° 03' 53", AN ARC DISTANCE OF 236.17 FEET TO THE POINT OF
BEGINNING.

CONTAINING 2,750 SQUARE FEET, MORE OR LESS.

EXHIBIT B

PAGE I OF I

END OF DOCUMENT

1999 AMENDMENT TO THE BLACKHAWK
FINAL DEVELOPMENT PLAN

County File #DP98-3022

**CONTRA COSTA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
APPROVED PERMIT**

APPLICANTS:	Kenneth L. Hanson 4102 Sugar Maple Drive Danville, CA 94506	APPLICATION NO.	DP983022
	Blackhawk Homeowners Association 4125 Blackhawk Plaza Circle, #230 Danville, CA 94506	ASSESSOR'S PARCEL NO.	220-140-009, 203-722-008, 220-140-028, 220-320-005 & -006, 220-190-013, 203-610-006, 220-320-004, 220-260-044
OWNER:	Blackhawk HOA, et al 4125 Blackhawk Plaza Circle, #230 Danville, CA 94506	ZONING DISTRICT:	Planned Unit (P-1) District
		APPROVED DATE:	10/21/99
		EFFECTIVE DATE:	11/1/99

If the conditions of approval are not appealed by the effective date, then this becomes an effective permit for approval of an amendment to the Blackhawk Final Development Plan for specified (1) lot line adjustments to transfer sections of open space parcels to residential lots and related improvements, and (2) provision of private landscape improvements within open space parcels that benefit private residential lots associated with landscape easements which is hereby granted, subject to the attached conditions.

DENNIS M. BARRY, AICP
Community Development Director

By: 
ROBERT H. DRAKE
Deputy Zoning Administrator

Unless otherwise provided, THIS PERMIT WILL EXPIRE ONE YEAR from the effective date if the use allowed by this permit is not established within that time.

PLEASE NOTE THE EFFECTIVE DATE, as no further notification will be sent by this office.

FINDINGS AND CONDITIONS OF APPROVAL FOR MODIFICATION TO THE BLACKHAWK FINAL DEVELOPMENT PLAN AUTHORIZING SPECIFIED EXPANSION OF RESIDENTIAL LOTS INTO OPEN SPACE PARCELS, COUNTY FILE #DP983022 (Hanson/Chan/Blackhawk HOA)

FINDINGS

- A. Required Finding - The proposed modification is consistent with the intent and purpose of the P-1 district.

Project Finding - The proposed modifications allow relatively small reductions in the common open space area that are not disruptive to a cohesive development including the relationship between open space and residential area, provided that future open space encroachment proposals consider the broader implications of the cumulative effect of the erosion of the open space areas within the project.

- B. Required Finding - The proposed modification is compatible with uses in the vicinity, both inside and outside the district.

Project Finding - Each of the lot line adjustments authorized by this approval involve relatively small adjustments in the exterior boundaries of these projects. Prior to this approval, notices of the proposed changes were distributed to the owners of nearby property, none of which resulted in a request for hearing.

[Ref. § 84-66.1804(b) of the Ordinance Code]

CONDITIONS OF APPROVAL

1. Development (including proposed transfer of land within the open space parcels) is approved based on the site plans accompanying which accompanied the application for the following sites.
 - A. #101 Wild Oak Court (APN 203-722-008; Jensen)
 - B. #4080 Eagle Nest Lane (APN 220-140-009; Chan)
 - C. #3291 Blackhawk Meadow Drive (APN 220-140-028; Freed)
 - D. #3461 Country Club Place (APN 220-320-005; Woo/George)
 - E. #3451 Country Club Place (APN 220-320-006; Lee and Cheng)
 - F. #4254 Golden Oak Court (APN 220-190-013; Scott)
 - G. #23 Birchwood Place (APN 203-610-006; Straface)

- H. #3471 Country Club Place (APN 220-320-004; Lenches)¹
- I. #4126 Quail Run Drive (APN 220-260-044; Wolfson)

Authorization is also granted to allow the following landscape easements and related landscape improvements which do not involve the deeding of land between parties.

- #30 Pheasant Run Place (APN 220-700-002; Aeshbach)
- #4275 Quail Run Place (APN 220-270-009; Kappos)

- 2. Board of Supervisors Authorization Required - The properties which are proposed to be transferred and developed are subject to an encumbrance held by the County. At the time of the approval of the subdivision, the development rights over the open space parcels were conveyed to the County.

This approval is contingent on Board of Supervisors authorization to allow the proposed transfer of open space property to private residential lots.

- 3. Required Approval of Individual Lot Line Adjustments - Subject to Board of Supervisors authorization of the approved transfer of lands, before the transfers of lands can be implemented, applications for individual Lot Line Adjustments by the respective property owners must be filed with, and approved by the Community Development Department.

- 4. Acknowledgement Statement to Accompany Future Proposed Transfer of Open Space Lands - If there are any future proposals to the County for the transfer of land from, or private improvement of, open space parcels, the proposals shall be accompanied by the attached acknowledgement form which shall have been properly filled out by both the Blackhawk Homeowners Association and by the respective owner of the affected residential lot.

By accepting this permit, the Blackhawk HOA agrees to be bound by and to comply with the above conditions of approval.

¹The transfer of a 4000-square foot section of open space area is authorized for the rear (east side) of the Lenches property at #3471 Country Club Place.

ADVISORY NOTES

THE FOLLOWING INFORMATION DOES NOT CONSTITUTE CONDITIONS OF APPROVAL. IT IS PROVIDED TO ALERT THE APPLICANT TO LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES TO WHICH THIS PROJECT MAY BE SUBJECT.

A. NOTICE OF 90-DAY OPPORTUNITY TO PROTEST FEES, DEDICATIONS, RESERVATIONS, OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

This notice is intended to advise the applicant that pursuant to Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations, and/or exactions required as part of this project approval. The opportunity to protest is limited to a 90 day period after the project is approved.

The ninety (90) day period in which you may protest the amount of any fee or the imposition of any dedication, reservation, or other exaction required by this approved permit, begins on the date this permit was approved. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and delivered to the Community Development Department within 90 days of the approval date of this permit.

COUNTY

**ACKNOWLEDGEMENT TO ACCOMPANY PROPOSALS
TO THE COUNTY
TO EXPAND PRIVATE LOTS INTO COMMON OPEN AREA
WITHIN THE BLACKHAWK RESIDENTIAL PROJECT**

**Community Development Department
Contra Costa County**

This document is to be used where the Blackhawk Homeowners Association (HOA) and the owner of a private residential lot within Blackhawk are proposing to transfer a portion of a common open space parcel within Blackhawk to the residential lot. When such a lot line adjustment (LLA) is proposed to the County, it shall be accompanied by this statement after it has been filled out by both a duly authorized representative of the HOA and the affected residential lot owner.

When parties initially inquire to the HOA on a proposed LLA, the Association will provide this document to them. If the HOA agrees to the LLA, then a representative of the HOA shall complete this form and provide it to the affected lot owner to fill out and submit to the County with the appropriate development permit application.

Blackhawk Planning Background

- A. In the mid-1970's, the County approved the Blackhawk residential project Final Development Plan under the Planned Unit (P-1) District. Prior to its approval, the County undertook an extensive analysis of various environmental impacts of the proposed project in an Environmental Impact Report which assessed such factors as geotechnical, biologic, land use, aesthetic, and archaeological impacts.
- B. As a result of that environmental review and review of the project, the approved Final Development Plan provided that a major portion of the Blackhawk project would be retained in open space parcels. To further assure appropriate protection of the project open space in an undeveloped condition, the County approval provided that the development rights for the open space parcels would be grant deeded to the County.
- C. Unless otherwise authorized, proposed improvements to, or transfer of land from, the open space parcels requires that the interested parties file with and obtain from the County:
 - 1) an application to amend the Final Development Plan; and
 - 2) Board of Supervisors authorization for the proposed changes within the deed restricted open space parcels.

Where a transfer of land is involved, an application for a lot line adjustment must also be approved by the Community Development Department, and properly executed.

Moreover, pursuant to the requirements of the California Environmental Quality Act, it is the County responsibility to fully assess potential environmental impacts of any such proposal including cumulative as well as project-level, indirect as well as direct.

County Planning Agency Position on Lot Line Adjustment Proposals

- A. Approach Preferred by the County - It is the County Planning Agency position that no new LLA's should be authorized until the HOA has processed an amendment to the Final Development Plan that provides for an overall plan that considers potential expansion of *all* private lots adjoining open space areas. Such a plan would consider soil stability conditions, grading restrictions, drainage, structure placement, privacy considerations, fence design, and appropriate protection of wildlife and mature trees. Before hearing such a proposal, the County would conduct appropriate environmental review and provide notice to all residents within Blackhawk, and other potentially interested parties.
- B. Processing of Individual LLA's in Absence of an Overall Approved Plan - In the absence of an overall plan proposal from the HOA for accommodating LLA's throughout the project that has been approved by the County, the County Community Development Department will discourage but still accept individual LLA proposals. Due to the cumulative effect of such proposals, they will be treated as a substantial modification to the Final Development Plan which will require a noticed public hearing. The full cost of processing an application with the County must be borne by the applicant, even if the application is denied.

Any proposal will initially require application to amend the Final Development Plan. The submittal shall include the following:

- 1) Completion and submittal of this acknowledgement form.
- 2) A written statement from the HOA on why it would not be reasonable for the County to require processing of an overall plan proposal before considering the current application.
- 3) Other standard application submittals (site plans, application forms, fees, notification materials, etc.) which the applicant can secure after consulting with the Community Development Department.

In signing the below form, the interested parties are acknowledging that they have read and understand the above information.

Blackhawk HOA Representative	Private Residential Lot Owner
Print Name:	Print Name:
Signed	Signed

c:\wpdoc\dp983022.doc
RD\

10/21/99

<i>Office Use Only</i>
CDD File No.

BUILDING PERMIT #393301

CONTRA COSTA COUNTY BUILDING INSPECTION INSPECTION RECORD CARD

(See reverse side of this card for permit-specific information)

NOTICE AND WARNING: Do not cover any work until it has been inspected and approved. This card must be posted on the job site, and in a manner as to be visible from the street. The card and the approved plans must be available for each inspection, or the inspection will not be made.

Inspections may be scheduled by phone 6:30 a.m. to midnight, Monday through Saturday. Call **646-4108** and follow instructions. Requests for same-day inspections are not accepted.

Permit fees are set to provide for a limited number of inspections. A reinspection fee will be charged when a return trip is necessary due to the following: 1) Work not ready for the inspection called for; 2) Deficiencies found in the previous inspection still not corrected, or new deficiencies were created; 3) Lack of access to the work to be inspected; 4) Lack of approved plans or this card on the job site.

Insp Codes	Inspector's Initials	Date	Insp Codes	Inspector's Initials	Date
FOUNDATION			INSULATION		
<input type="checkbox"/> Survey Cert. Rec'd			107 <input type="checkbox"/> Underfloor Insul		
100 <input type="checkbox"/> Set Backs			110 <input type="checkbox"/> Framing Insul		
406 <input type="checkbox"/> Ufer Ground			117 <input type="checkbox"/> Ceiling Insul		
101 <input checked="" type="checkbox"/> Piers	<i>TRG</i>	<i>7/23/07</i>	PLUMBING		
102 <input type="checkbox"/> Forms			301 <input type="checkbox"/> Ground Plumbing		
103 <input type="checkbox"/> Slab Foundation			302 <input type="checkbox"/> Water Service		
125 <input type="checkbox"/> Slab Garage			303 <input type="checkbox"/> Shower Pan Test		
604 <input type="checkbox"/> Driveway			304 <input type="checkbox"/> Rough Plumbing		
GRADING PERMIT INSP.			305 <input type="checkbox"/> Undfl. Plumbing		
600 <input type="checkbox"/> Pre-Const. Insp			306 <input type="checkbox"/> Water Heater		
601 <input type="checkbox"/> Rough Grading			309 <input type="checkbox"/> Gas Test		
602 <input type="checkbox"/> SUB/MS in Prog			310 <input type="checkbox"/> T-Bar Plumbing		
608 <input type="checkbox"/> Gen Bldg Site / In Prog			312 <input type="checkbox"/> Gas Meter Release		
MOBILE HOMES			BLOCK / CONCRETE		
701 <input type="checkbox"/> MH Set-Up			113 <input type="checkbox"/> Fireplace/Rebar/ Foundation		
703 <input type="checkbox"/> MH Accessory Insp			POOLS / SPA		
707 <input type="checkbox"/> MH Permanent FD			201 <input type="checkbox"/> Site Check / Pregunite		
720 <input type="checkbox"/> MH Final			202 <input type="checkbox"/> Bonding-Cavity / Deck		
STRUCTURAL			203 <input type="checkbox"/> Pre - Final		
104 <input type="checkbox"/> Shear Nailing - Int			204 <input type="checkbox"/> Final - Pool		
126 <input type="checkbox"/> Shear Nailing - Ext			MECHANICAL		
106 <input type="checkbox"/> Underfloor			501 <input type="checkbox"/> Furnace Compt		
108 <input type="checkbox"/> Roof Deck Nail			502 <input type="checkbox"/> Combustion Air		
109 <input type="checkbox"/> Framing			503 <input type="checkbox"/> Rough Sheet Metal		
111 <input type="checkbox"/> Firewall			504 <input type="checkbox"/> Fire Damper		
127 <input type="checkbox"/> Drywall			506 <input type="checkbox"/> Commercial Hood		
114 <input type="checkbox"/> Ext Lath / Int Lath			507 <input type="checkbox"/> Condenser (A/C)		
115 <input type="checkbox"/> Structural-Misc / T-Bar			508 <input type="checkbox"/> T-Bar - Mech		
118 <input type="checkbox"/> Wet Wall			AGENCY APPROVALS		
123 <input type="checkbox"/> Roof / in Progress			<input type="checkbox"/> Fire Dist	UTL	Final
124 <input type="checkbox"/> Window Replacement			<input type="checkbox"/> Pub Works	UTL	Final
128 <input type="checkbox"/> Fire Penetration			<input type="checkbox"/> Planning / CDD	UTL	Final
ELECTRICAL			<input type="checkbox"/> San Dist	UTL	Final
401 <input type="checkbox"/> Power Pole			<input type="checkbox"/> Env Health	UTL	Final
402 <input type="checkbox"/> Conduit / Underground			<input type="checkbox"/> Haz Mat	UTL	Final
403 <input type="checkbox"/> Service Entrance			FINAL INSPECTIONS		
404 <input type="checkbox"/> Rough Elect			120 <input type="checkbox"/> BUILDING		
405 <input type="checkbox"/> Bonding			320 <input type="checkbox"/> Plumbing		
407 <input type="checkbox"/> Restore Svce / 90-Day			420 <input type="checkbox"/> Electrical		
408 <input type="checkbox"/> T-Bar Elect			520 <input type="checkbox"/> Mechanical		
409 <input type="checkbox"/> Electric Meter Release			620 <input type="checkbox"/> Grading / Drainage		
			820 <input type="checkbox"/> Disabled Access		

Other: *FRAME OK PENDING (ENGINEER'S LETTER FOR PIER) AND SET-BACK PERMITION APPROVAL*

Comments: _____

EXPIRATION: This permit will expire if work is not started within 180 days, or 180 days lapse between approved inspections. If the permit expires before the work is completed and/or inspected, no additional work shall be performed until a new permit is obtained. Under California Law, uninspected work is a property defect and must be disclosed to the next owner prior to transfer of title.

EXTENSION: Prior to permit expiration and upon written request, a one-time extension, not to exceed 180 days, may be granted.

REIMBURSEMENT: SB1815 states that a permittee is entitled to reimbursement of permit fees if the local enforcement agency fails to conduct an inspection of the permitted work within 60 days of receiving notice that the work is completed.

This card will serve as Certificate of Occupancy / Completion upon authorized signature.

Carlos Bahodano, Director Authorized Signature Date

109 Frame

CONTRA COSTA COUNTY - Building Inspection Department
651 Pine Street, 3rd Floor, North Wing • Martinez, CA 94553 (925) 646-2300

PERMIT NO. 393301
DATE: 2/13/07

OWNER/CONT. Singh
INSPECTOR Corbett

- Plans not on job/available
- Not following approved plans
- Previous deficiencies not completed
- Survey stakes not in place
- Building not ready for inspection

Permit No. To Accompany All Correspondence

NOTES:

① Survey stakes required

* Must state structure placed according to approved plans per permit

② ~~GC~~ - Grades indicated, provide with level on grade. ~~no~~ no - even notations.

③ Lead Engineer notation to verify plans provided per approved plans. ~~no~~ no - even notations.

④ Install X Brace as per plan as noted by lead engineer

\$60.00 reinspection fee required prior to next inspection (for building permits with total valuations of more than \$5,000 or for electrical, mechanical and plumbing permits on non-residential buildings).

\$25.00 reinspection fee required prior to next inspection (for building permits with valuations not exceeding \$5,000 or for mechanical and plumbing permits on residential buildings).

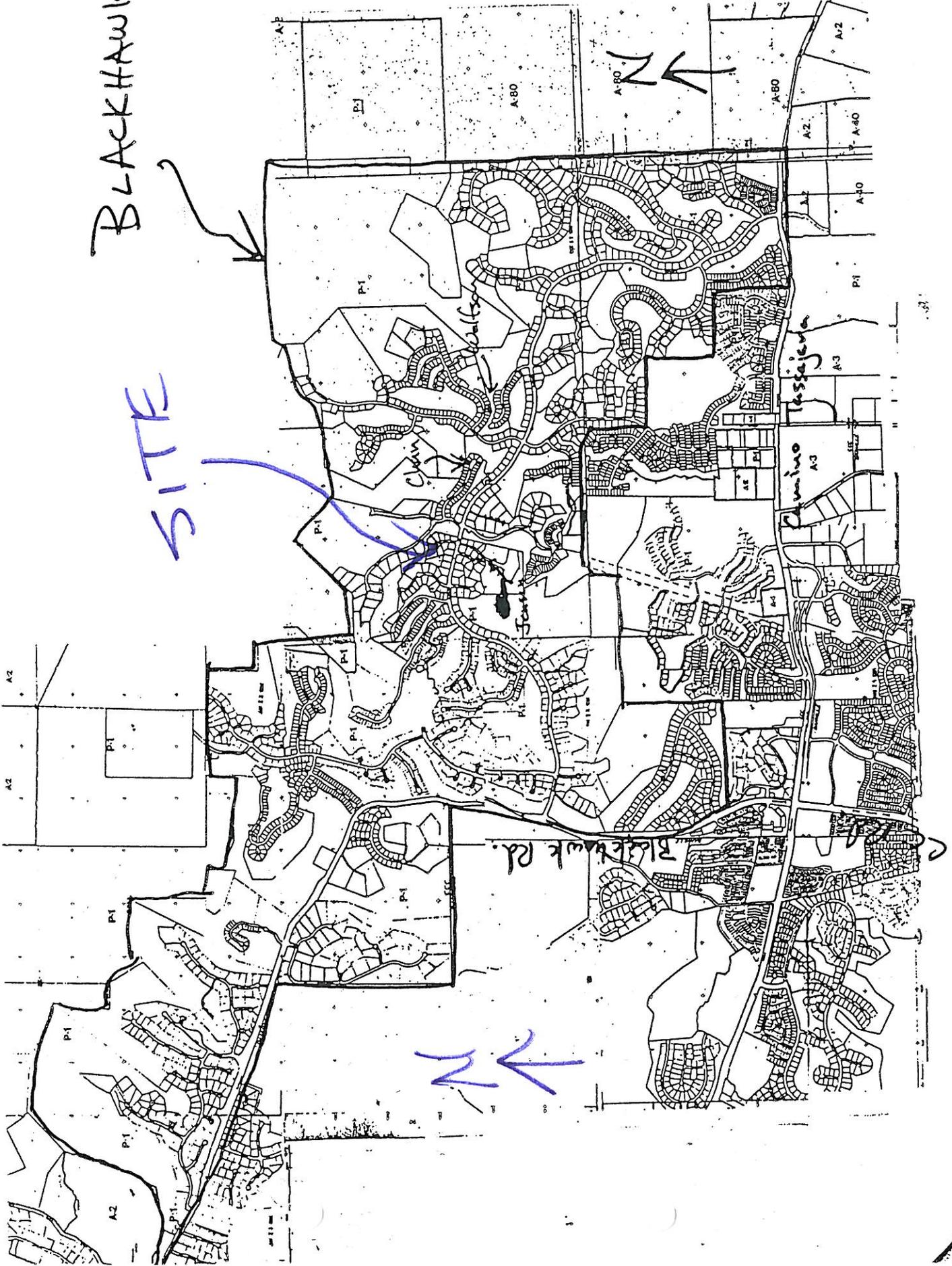
— NOTICE —

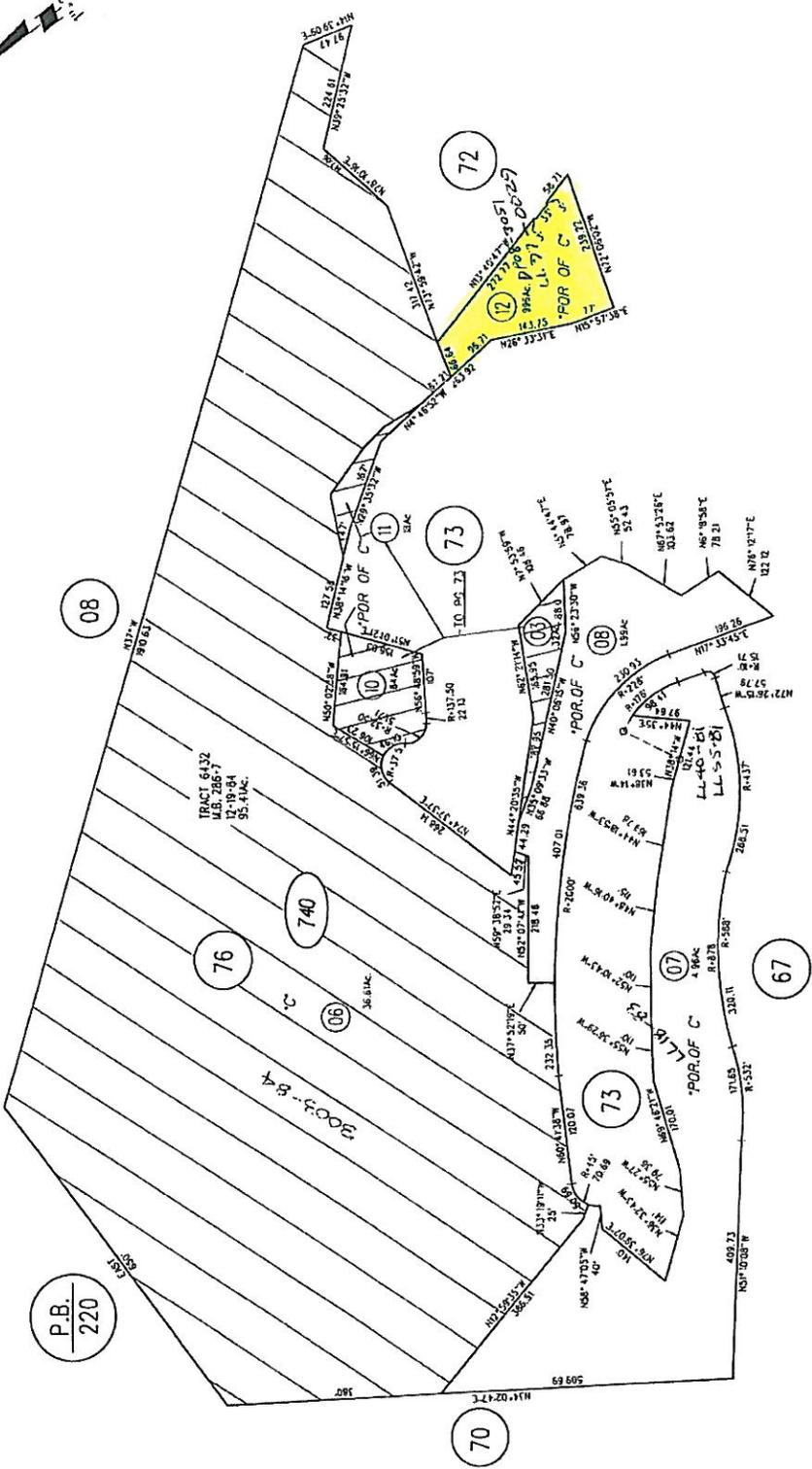
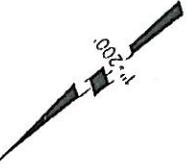
This Note To Be On Jobsite At Next Inspection

MAPS & PHOTOS

BLACKHAWK

SITE



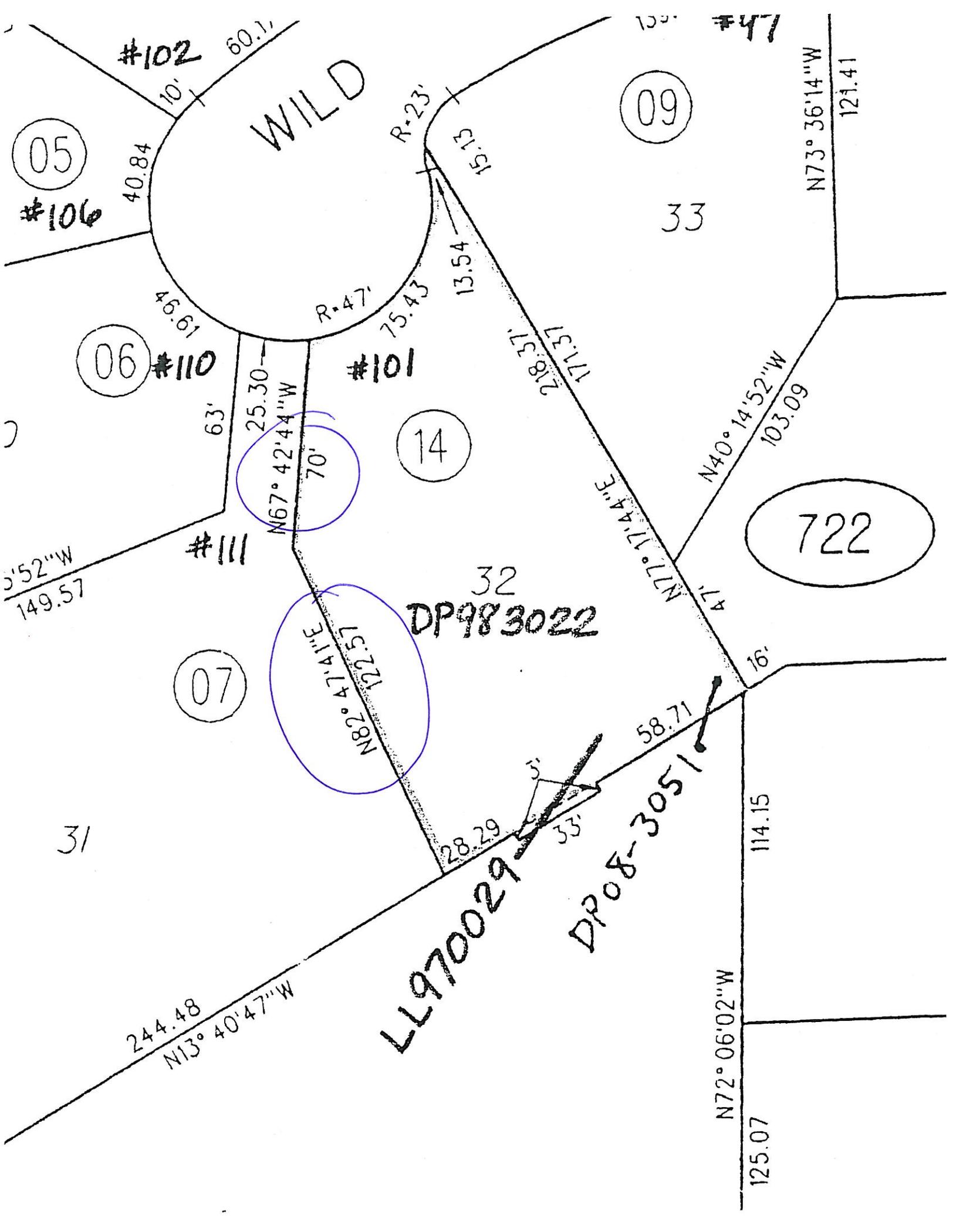


740 12 6-29-00

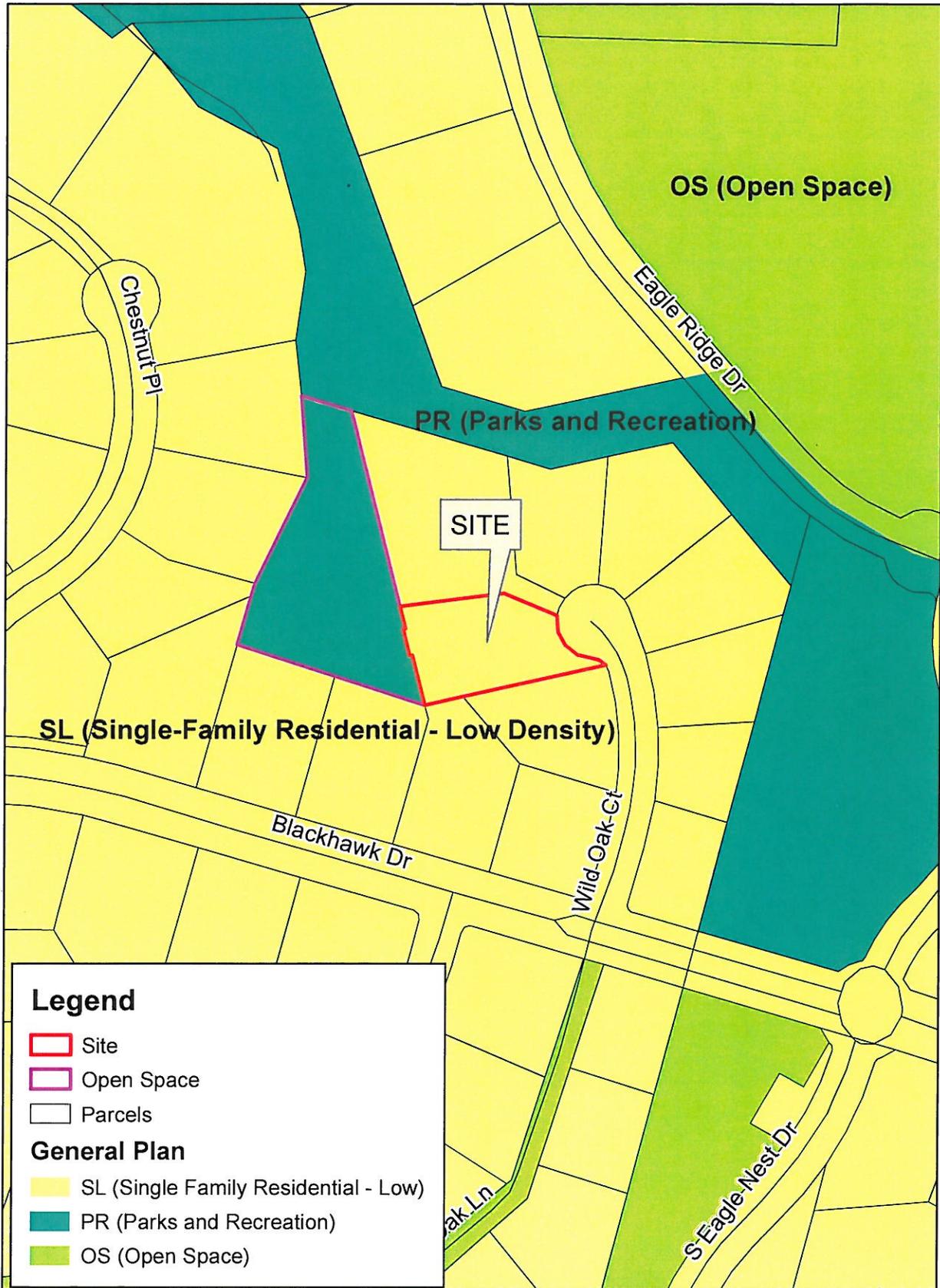
ZM: T-19
ASSESSOR'S MAP

BOOK 203 PAGE 74
CONTRA COSTA COUNTY, CALIF.

AUG 31 2000



DP083051 General Plan Map

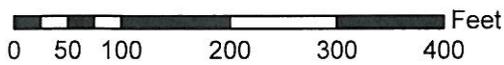
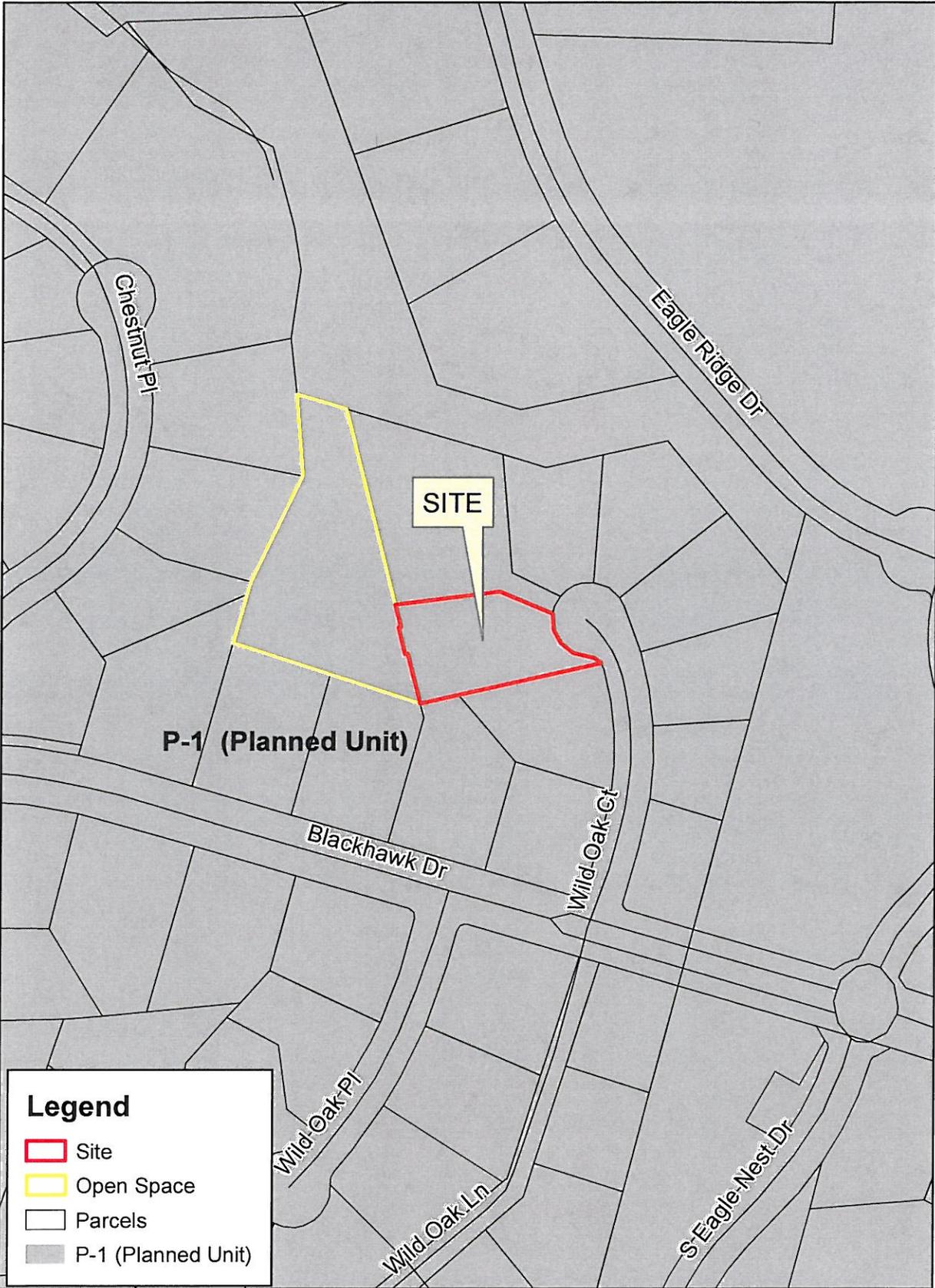


Map created 9/12/2008
by Contra Costa Conservation and Development Department
Community Development Division - GIS Group
651 Pine Street, 4th Floor North Wing, Martinez, CA 94553-0095
37:59:48.455N 122:06:35.384W

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DP083051 Zoning Map

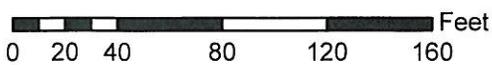


Map created 9/12/2008
by Contra Costa Conservation and Development Department
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37:59:48.455N 122:06:35.384W

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DP083051 Aerial Photograph



Map created 9/12/2008
by Contra Costa Conservation and Development Department
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37-59-48.455N 122-06-35.384W

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PHOTO #1,
County File # DP08-3051.

Western view of subject deck.



PHOTO #2
County File # DP08-3051

Western view from existing deck.



PHOTO #3
County File # DP08-3051.

Western elevation of subject deck.



PHOTO #4
County File # DP08-3051.

Northern view of subject Open Space area.



ADDITIONAL INFORMATION:
COUNTY FILE #DP08-3051

NOVEMBER 10, 2009

- APPELLANT'S REQUEST FOR A CONTINUANCE
- NOTICING CONCERN EXPRESSED BY THE APPELLANT'S ATTORNEY
- BLACKHAWK HOA RESPONSE
- RECENTLY RECEIVED SAVE MT. DIABLO COMMENTS REGARDING SINGH APPEAL, DATED NOVEMBER 9, 2009
- CLERK OF THE BOARD SIGNED AFFIDAVIT OF NOTICING

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Daniel Muller
<DAM@msrlegal.com>
11/09/2009 02:04 PM

To "Catherine Kutsuris (Catherine.Kutsuris@dcd.cccounty.us)"
<Catherine.Kutsuris@dcd.cccounty.us>,
"francisco.avila@dcd.cccounty.us"
cc "sweil@berding-weil.com" <sweil@berding-weil.com>,
"Richard L. Beckman (rbeckman@bmdllp.com)"
<rbeckman@bmdllp.com>, "Mary N. Piepho"
bcc

Subject FW: Contra Costa County Board of Supervisors Tuesday,
November 10, 2009 Meeting

Mr. Avila and Ms. Kutsuris:

I wanted to correct a factual mistake in the attached letter I sent earlier today, regarding the Board hearing tomorrow on the Singhs' appeal. Specifically, my statement regarding when the Singhs received the County's Staff Report is incorrect. Instead of receiving it "two or three weeks ago...", they first saw it only two or three days ago - i.e., last Friday, November 6th. The County apparently sent it to an attorney (Mr. Richard Beckman) who had previously helped the Singhs' in this matter. Mr. Beckman received it last Thursday, but was court most of that day. He forwarded it to the Singhs at his earliest opportunity last Friday morning, after which they initiated contact with me. Thus, the Singhs have only had one or two business days to review and try to react to the Staff Report. Under these short timelines, it seems that asking for a continuance is the only plausible thing for the Singhs to do, as it's virtually impossible to seek to analyze and address the merits of these issues.

Thank you,
Dan

Daniel A. Muller | Miller Starr Regalia

1001 North California Boulevard, Fifth Floor, Walnut Creek, CA 94597
TEL: 925.841.5400 • FAX: 925.841.5777 • 1001 PINE BLVD. • 94597-2129 daniel.muller@msrlegal.com
www.msregalia.com

From: Michelle Johnson
Sent: Monday, November 09, 2009 11:46 AM
To: 'Sandy Singh (sandy@tekforcecorp.com)'; 'catherine.kutsuris@dcd.cccounty.us';
'sweil@berding-weil.com'
Cc: Daniel Muller
Subject: Contra Costa County Board of Supervisors Tuesday, November 10, 2009 Meeting

Dear All:

Please see the attached correspondence from Mr. Muller with respect to the above-referenced matter.

Please feel free to contact me should you require any additional assistance or information. Thank you.

Michelle L. Johnson | Miller Starr Regalia

Legal Assistant to George B. Speir, Ethan K. Friedman and Daniel A. Muller
1331 North California Boulevard, Fifth Floor, Walnut Creek, CA 94598
t: 925.936.9400 | d: 925.942-4550 | f: 925.833-4126 | michelle.johnson@msrlegal.com | www.msriegal.com

IRS CIRCULAR 230 DISCLOSURE:

Pursuant to Treasury Regulations, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used or relied upon by you or any other person, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any tax advice addressed herein.

MILLER STARR REGALIA CONFIDENTIAL COMMUNICATION

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please immediately notify the sender by replying to this message or by telephone. Thank you. 110909 Letter to Francisco Avila.pdf



**MILLER STARR
REGALIA**

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

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

Daniel A. Muller
daniel.muller@msrlgal.com
925 942 3257

November 9, 2009

VIA FACSIMILE

Mr. Francisco Avila
Contra Costa County Department of Conservation & Development
651 Pine Street
4th Floor, North Wing
Martinez, CA 94553

**Re: Contra Costa County Board of Supervisors Meeting of
Tuesday, November 10, 2009
Agenda Item D.1 - Hearing on an Appeal Filed by Mr. and Mrs. Singh of
the SRVRPC's Denial of a Blackhawk FDP Modification Request for a
Deck at 101 Wild Oak Court (County File #DP08-3051)**

Dear Mr. Avila:

This letter is a follow-up to Mr. Singh's recent communications requesting a short continuance of the above-referenced Board hearing. The Singhs recently contacted our office for assistance in this matter. While we do not yet represent them - and I cannot attend the Board hearing tomorrow afternoon due to a conflicting deposition in Oakland - we remain hopeful that we may be able to assist them in this matter after reviewing the voluminous Staff Report dated October 21st, which we only received last Friday.

I have only briefly discussed this matter with the Singhs and have only been able to skim portions of the Staff Report. However, it strikes me that a short continuance is warranted under the circumstances as I understand them.

First, while this matter has been wending its way through the process somewhat slowly and I have heard the Blackhawk HOA (and perhaps the County) wants this matter resolved now, it is admittedly difficult for lay people to fully understand the complex issues and jargon sometimes contained in staff reports involving land use matters. Here, the Singhs received the fairly lengthy Staff Report only two or three weeks ago, do not currently have land use counsel, and have had insufficient time to review the Staff Report and retain counsel. The complex issues seem to warrant thoughtful review, which cannot be conducted prior to tomorrow's Board meeting. I tend to believe the involvement of land use counsel on behalf of the Singhs could facilitate resolution of this unfortunate matter, which involves several concerned parties besides the County. My preliminary sense is that the Singhs appreciate the gravity of this situation - both for them and the other parties - and are reasonably motivated to discuss ways to resolve this matter as amicably as possible.

Second, although the "intent" of the landowners is but one factor, I strongly sense the events leading up to the Singhs' construction of the deck were fairly unusual, and moreover that the Singhs were not intending to do anything illegal or impermissible. I think at time of purchase, the pre-existing wrought iron fence around the backyard enclosed the entire area where the deck was built. I think the Singhs reasonably believed everything enclosed by the fence was part of their own residential lot, owned in fee title. It is unclear if they were given sufficient information (or were misinformed) about the existence of the easement or open space limitations.

Third, it appears the deck construction was done pursuant to a County-issued permit and the HOA's approval. While the Staff Report suggests the deck was not built in conformity with the application materials - or there were other "irregularities" contaminating the permitting - the facts on such points warrant further analysis and clarification, which only can be conducted under a continuance of the hearing.

In sum, the facts I've briefly reviewed demonstrate this was not one of the more troubling situations where a landowner purposefully decided to "game the system" by "asking forgiveness, rather than permission". The Singhs sought to obtain the requisite permission in advance, and did not know the HOA or County would later contend the deck was not allowed. They also sought to rectify things in a responsible manner as soon as problems surfaced.

Finally, while the deck is not insubstantial, it does not necessarily follow that the best solution is its destruction and removal. Building it cost many tens of thousands of dollars, and my understanding is that - in other cases where improvements were built into the adjoining open spaces - the encroached-upon areas have been purchased by the adjacent owner and incorporated into the lot by recording "boundary adjustments" or "lot line adjustments". While I suspect the HOA and County may not want to set a precedent of allowing such intrusions into open spaces, it seems some intrusions have been handled without requiring a Blackhawk FDP modification. Whether such a modification is truly necessary - as compared to what's been done in the past - warrants further analysis and discussion between the parties. This is true especially given that the Singhs bought the property with a fence enclosing the space in question, and were not trying to "sneak one by" anyone in building the deck within their fence.

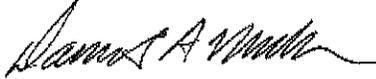
In conclusion, the above merely offers various initial thoughts providing support for a continuance, and is intended to respectfully reiterate the Singhs' prior requests to allow them (and their anticipated counsel) reasonable time to analyze the issues and afford the parties a short period to work toward resolution. From my preliminary review, it seems at least some of the "equities" weigh in favor of granting a short postponement prior to any final County decision.

Francisco Avila
November 9, 2009
Page 3

Thank you for your anticipated courtesy, and please feel free to contact me with any questions or comments regarding the above.

Very truly yours,

MILLER STARR REGALIA

A handwritten signature in black ink, appearing to read "Daniel A. Muller", written in a cursive style.

Daniel Muller

cc: Mr. and Mrs. Singh
Mary Piepho (County Supervisor, District III)
Catherine Kutsuris (Director, Department of Conservation & Development)
Steve Weil (Berding & Weil)

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"Richard L. Beckman"
<rbeckman@bmdllp.com>
11/09/2009 04:42 PM

To <dist3@bos.cccounty.us>, <DAM@msrlegal.com>, <francisco.avila@dcd.cccounty.us>, <Catherine.Kutsuris@dcd.cccounty.us>
cc "Steve Weil" <sweil@berding-weil.com>
bcc

Subject Re: CCC Board of Supervisors Tuesday, Nov. 10, 2009 Meeting

TO Ms. Kutsuris and Mr. Avila:

Because of time and staff constraints, I may not have time to prepare a 'formal' application for the continuance request submitted by the Singh's anticipated new counsel Mr. Muller. However, I wanted to provide you both with a brief statement of the background of the Singhs' request that the hearing be continued from tomorrow to a date approximately 4-6 weeks in the future.

I received the Notice of Hearing Thursday, November 5. However, I was in court most of the day, and unable to forward the material or notice of heading to the Sighs until early Friday morning. According to Mr. Muller, the Singhs contacted him promptly upon learning of the new hearing, and Mr. Muller notified the DCD earlier today of that contact and his inability to appear at the hearing even to seek the continuance that he needs in order to evaluate the issues and the Singhs' prospects of a successful appeal.

It should be noted that, as Mr. Weil points out, this matter has been pending for many months after the Singhs filed their appeal of the Planning Commission's decision. They have been waiting to hear from the Board as to a hearing date, and anticipated they would receive sufficient advance notice that they would be able to prepare for the hearing. It is often counter-productive to prepare for a hearing when the date of the hearing is unknown, as that initial preparation often has to be repeated closer to the time of the hearing.

I have advised the Singhs that my areas of expertise include planned unit development issues (such as the one involving the homeowners' association's approval of the Singh deck application only to be followed by a subsequent about-face by the HOA) but do not include advancing an applicant's claim through the permit appeal process, as is the focus of this hearing. That is apparently Mr. Muller's expertise. Considering the consequences to the Signhs of an order to remove the deck, it seems reasonable to allow them the opportunity to present their best case, with counsel best suited for that effort.

Finally, the notice of hearing was mailed Nov. 4 for a November 10 hearing. According to County Code Title 1, Section 14-4.006

"The clerk of the board shall then promptly set the matter for hearing at an early regular board meeting, and shall give the appellant at least five days' written notice thereof." Assuming Code of Civil Procedure Section 1013 applies, the notice period is extended by five days when notice is mailed, leaving the hearing scheduled for tomorrow premature even without the appellant's request for continuance.

For all the above reasons, the Singhs request that the Board be asked to continue this matter to allow for new counsel to prepare a proper presentation of the appeal.

Thank you very much for your consideration of this matter.

Rich Beckman

Richard Beckman
Beckman Marquez & Dowling LLP
703 Market Street, Suite 1610
San Francisco, CA 94103
tel. 415-495-8500; fax. 415-495-8590
www.BMDLLP.com

IMPORTANT: This e-mail transmission is intended only for the addressee. It contains information from Beckman Marquez & Dowling LLP which may be privileged, confidential, and exempt from disclosure under applicable law. Dissemination, distribution, or copying of this transmission to anyone other than the addressee or the addressee's agent is strictly prohibited. If this transmission is received in error, please notify Beckman Marquez & Dowling LLP immediately at the telephone number

indicated below and delete the message immediately.

----- Original Message -----

From: Darcy R. Russell

To: Catherine.Kutsuris@dcd.cccounty.us ; francisco.avila@dcd.cccounty.us ; DAM@msrlegal.com ; rbeckman@bmdllp.com ; dist3@bos.cccounty.us

Cc: Steve Weil

Sent: Monday, November 09, 2009 3:29 PM

Subject: CCC Board of Supervisors Tuesday, Nov. 10, 2009 Meeting

Please see the attached from Steven Weil.

Darcy Russell

Secretary

drussell@berding-weil.com

BERDING WEIL

3240 Stone Valley Road West
Alamo, CA 94507

Phone:

925/838-2090

Fax:

925/820-5592

Website:

www.berding-weil.com

This communication is intended to be protected by all applicable privileges, including those protecting attorney client communications and attorney work product information.
Use of this communication or its information without approval is prohibited.

BERDING | WEIL

ATTORNEYS AT LAW

Berding & Weil LLP
3240 Stone Valley Road West
Alamo, California 94507

tel 925 838 2090
fax 925 820 5592

November 9, 2009

berding-weil.com

Via Electronic Mail

Francisco Avila
Contra Costa County Department of Conservation & Development
651 Pine Street
4th Floor, North Wing
Martinez, CA 94553

Re: Board of Supervisors Meeting - November 10, 2009
Agenda Item D.1 (Singh Appeal)
Objection to request for continuance

Our Client: Blackhawk Homeowners Association

Dear Mr. Avila:

The Blackhawk Homeowners Association ("Association") just received notice of the request by Mr. and Mrs. Singh, to continue the hearing on their appeal now scheduled to be heard tomorrow, November 10, 2009. For the reasons below, the Association opposes the request and urges instead that this long-pending matter be finally resolved.

Brief Background

On October 22, 2008 and again on December 3, 2008, the San Ramon Valley Regional Planning Commission ("SRVRPC") heard the applicants' request to permit them to retain a large deck constructed outside their boundary lines and on designated open space within the Blackhawk subdivision. The SRVRPC denied the permit and refused to waive the scenic easement type limitations on land use contained in the applicable Final Development Plan and 1998 amendment to that plan. Applicants filed a timely appeal.

Basis for Continuance and Opposition

1. The complex issues and jargon in the staff report and lack of land use counsel

Applicants' (as yet un-retained) attorney contends the report is complex, was just received and that the Singhs "do not currently have land use counsel" and so need additional time to prepare.

Response: The staff report contains no new information; the issues raised in the staff report were raised last October and December. The report confirms that "the appeal points are similar to the ones presented to the San Ramon Valley Regional Planning Commission and offer little new information" (Page 7). The staff report recommendations are based on the same considerations as was the original staff report submitted to the SRVPC (attached as #1) and upon which it rejected the permit (by Resolution 20-2009, enclosed with the staff report). Despite the passage of almost eleven months, there has been no new information for consideration by the applicants with respect to this appeal.

The applicants have been represented by experienced counsel Richard Beckman at least since March 21, 2008 when Mr. Beckman first contacted Association. Mr. Beckman is a name partner in his law firm whose practice emphasis real estate law, including land use type issues. A copy of the first page of the firm's website illustrating its practice is attached as #2.

2. Land use counsel could facilitate resolution

Applicants' attorney says the Singhs "appreciate the gravity of the situation" and are motivated to discuss ways to resolve the matter amicably and with a new land use attorney could do so.

Response: The "gravity of the situation" became obvious last December when the SRVPC rejected the Singhs' permit; in response, they did not seek a new permit to reduce the size and location of their deck. On the contrary, in January 2009 they submitted to Association two applications for the deck which were denied because they failed to comply with set back standard and the ban on construction of improvements in the easement areas (areas subject to County control) (attached as #3). The Singhs have been amply motivated to comply with County (and Association) standards but failed to do so.

3. No knowledge of easement/common area limitations

It is claimed the Singhs' were unaware of the existence of construction limitations on the easement or open space areas.

Response: The Singhs claim a lack of knowledge about boundaries, construction and permitting requirements and the actions undertaken on their behalf by their contractor (re the permit process). This lack of knowledge constitutes no basis for a continuance and in any event property owners should be held to know about limitation on the use of their property. The "ignorance of the requirements" argument was raised previously and is not new.

4. The deck was approved by the County

It is claimed that more investigation, further analysis and clarification is required to determine whether or not the County's approval of the permit was flawed.

Response: What further investigation might be needed, or how long it might take, is not stated. Further, the issue was fleshed out previously as evident in information submitted by the Singhs to the SRVPC after its first but before its second hearings (attached as #4). Their contractor testified at the second hearing as to his dealings with the County staff and issuance of the permits.

5. The deck was approved by the Association

The Singhs claim the deck was approved by the Association as part of its normal architectural control process.

Response: The deck that was installed was **not** approved. Association approved construction on a small rectangular deck based on a drawing that appeared to show that the deck was on the owners' property and which gave no indication that it was to be built on the easement or open space. In fact, as built, the deck was much larger than depicted, was a different shape (semi-circular) and was located outside boundary lines. Had the Singhs submitted an accurate application, it would have been denied (as were their applications submitted in January, 2008).

6. The Singhs' good faith

It is contended that the Singhs were not trying to "game the system" and then seek forgiveness and that solutions to resolution may exist that in more than 18 months, have not been identified and removal of the deck will be expensive.

Response: Applications submitted by the Singhs to the County and to the Association were both wrong in material ways. Some or all of the mistakes may have been intentional or simply careless. The deck exists and fails to conform to any applicable standard. The Singhs claim that in some ways they relied on their contractor to build the deck and perhaps he will bear the cost of removal or modification of the deck. In any event, this issue has been addressed in the staff materials and is no basis for a continuance.

**

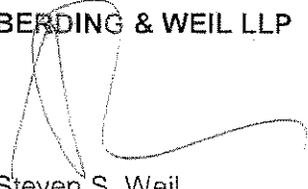
The Singhs could have addressed all these issues at anytime since the filing of their appeal. Staff has been looking into this for more than a year. No new basis for further delays have been provided. Additional delays are prejudicial to Association which has already waited months and spent thousands of dollars dealing with the owners' unauthorized construction.

The Association and the County are partners when it comes to regulation of common area open space and easements in the Blackhawk community. For many years now, the Association has refused to allow the exact type of incursions at issue here. Its efforts have been

compromised or at least rendered suspect by the continued presence of the deck.¹ Blackhawk opposes the appeal and the request for a continuance.

Very truly yours,

BERDING & WEIL LLP



Steven S. Weil
sweil@berding-weil.com

SSW:drr
Enclosures
cc: Client w/ enclosures

O:\WDOCS\0780\29\LETTER\00514396.DOC

¹ Save Mount Diablo's letter to you of November 6, 2009 (attached as #5) says in numbered paragraph 5 that "Apparently the Homeowners Association isn't policing its own land..." as one of the reasons the Board should reject the Singhs' appeal. In fact, the Association does "police" common area but the mistake is understandable given how long this deck has remained in place.

SAN RAMON VAL LEY REGIONAL PLANNING COMMISSION
WEDNESDAY, DECEMBER 3, 2008

I. SURINDER & VINITA SINGH (Applicant / Owners), COUNTY FILE #DP08-3051 - The applicant is requesting a Final Development Plan Modification approval to permit the construction of an 11ft. tall, 300 sq.ft. existing deck built within designated open space. The subject property is located at 101 Wild Oak Ct., in the Danville area of Contra Costa County. (Zoning, P-1) (General Plan, SL & PR) (Census Tract 3551.04) (APN #'s, 203-722-014 & 203-740-012).

II. RECOMMENDATION

Staff recommends that the San Ramon Valley Regional Planning Commission deny County File #DP08-3051, based on the fact the project does not meet the intent and purpose of the P-1, Zoning District, and General Plan designation of PR, Parks and Recreation.

III. OCTOBER 22, 2008, SRVRPC MEETING

- This project was originally heard at the Oct. 22, 2008 Public Hearing.
- The Commission took testimony from the following people:
 - Mr. Richard Beckman, Applicant's Representing Attorney,
 - Mr. Surinder Singh, Applicant,
 - Mrs. Cathy Wilson, who is a neighbor of the Singh's and opposed the deck. Mrs. Wilson's primary concerns were the size, lack of vegetative screening and the legality of building within areas designated as "open space".
 - Mrs. Andrea O'Toole, Representing Attorney for the Blackhawk Homeowners Association (Opposed the project). To supplement Mrs. O'Toole's testimony, the Blackhawk Homeowners Association has submitted a written statement dated November 17, 2008. The letter outlines the HOA's historical and current position regarding their granting of easements and Lot Line Adjustments within the Blackhawk Country Club. In short, the letter indicates "Since 2003, the Blackhawk Homeowners Association has received many requests for Lot Line Adjustments. None have been granted and doing so would be a major change of policy" (See Exhibit A1). To reaffirm staff's response, which was made during the public hearing, neither the County nor the Blackhawk Homeowners Association is supporting approval of these types of applications.

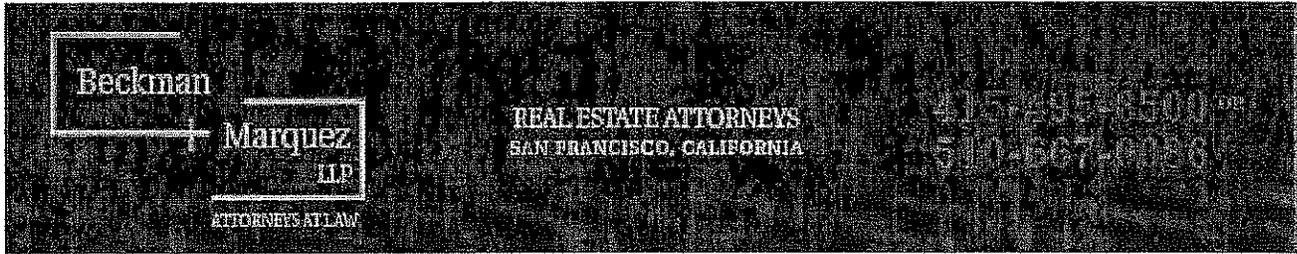
- At the request of the applicant, the Commission continued the Public Hearing to allow Mr. Matt Anderson & Mrs. Mindy Garrison (the applicant's contractors) an opportunity to testify. Mr. Anderson and Mrs. Garrison were present at the Public Hearing; however, both individuals had to leave to address a family related medical emergency.

IV. GRANT DEED OF DEVELOPMENT RIGHTS TO PARCEL 'C' OF
SUBDIVISION 5443 – "OPEN SPACE"

During the Hearing, the Commission members discussed the current status of Development Rights to the subject Open Space area (Parcel C of Subdivision 5443). As staff mentioned during the Public Hearing, the Development Rights to this portion of Parcel C have been Grant Deeded to Contra Costa County by the Developer and was recorded on February 17, 1981 (See Exhibit B1). The Grant Deed relinquishes development rights to the County and defines "Development Rights" as: *"the right to approve or disapprove any proposed construction, development or improvement which would substantially and materially change the nature of the "current proposed use" of said real property"*. The Grant Deed goes on to provide examples of developments the County would have authority to approve or disapprove; which in part include, trails, landscaped areas, fencing, and walls.

IV. CONCLUSION

Staff recommends that the San Ramon Valley Regional Planning Commission deny County File #DP08-3051, as the project does not meet the intent and purpose of either the P-1 Zoning District or PR/SL General Plan designations in which it is located.



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CONTACT INFORMATION:

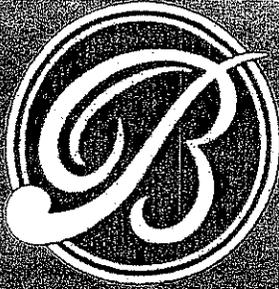
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Blackhawk Homeowners Association

4125 Blackhawk Plaza Circle, Suite 230, Danville, California 94506

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Website: www.blackhawk-hoa.com

E-mail Address: blackhawk@blackhawk-hoa.com

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February 18, 2009

Mr. and Mrs. Singh
101 Wild Oak Court
Danville, Ca. 94506

Dear Mr. and Mrs. Singh:

On January 9, 2009, you submitted an application to modify a deck which existed in the backyard of your property. Staff conducted a preliminary review of the application and the two drawings accompanying it and advised you that the drawings showed different shaped decks; that the deck location failed to meet the minimum 10 foot side set back and 15 foot back set back requirements; lacked details on the materials and dimensions of railings; failed to include clearly defined elevation of, or the size of the deck after the proposed modifications were completed; failed to include plans for lighting, landscaping and irrigation to buffer the deck from the views of others. You were advised by letter, that plans concerning railing, lighting, landscaping and irrigation could be deferred (to save expense) until after approval of your plan to modify the deck.

On January 27, 2009, you submitted a second application and depictions of the deck size and location to modify your deck.

On February 2, 2009, the Committee considered that application and based on Article X of the CC&Rs and the Architectural Standards and Guidelines of the Association, the application was denied.

Article X, Section 10.8 says that the Architectural Review Committee shall grant the requested approval only if:

- (a) "The owner shall have complied with the provisions of Section 10.1 and 10.6 below;"

Section 10.1 says:

"Submission of Plans and Specifications. No building, fence, wall, obstruction, balcony, screen, patio cover, tent, awning, carport cover, improvement or other structure of any kind or any landscaping shall be installed, commenced, erected, painted, or maintained within the Development, and no addition, change, or alteration of any exterior feature shall be made, until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee as to quality of workmanship and design, harmony of external design and location in

#3

relation to surrounding structures, topography, and finished grade elevation. The foregoing shall not apply to improvements made or construction by or on behalf of the Association.”

The application did not comply with Section 10.1 in the following ways:

The application failed to show that the deck, as modified, would be within the required 10foot/15foot set backs required. The proposed materials, combination of glass and trex railings, are not consistent with materials used in surrounding structures. While trex is on occasion permitted, glass is not permitted because of its reflective quality. The location of the proposed deck, being exposed and capable of being viewed from a wide expanse, negatively enhances the reflective properties of the material proposed.

Section 10.6 says:

“Application. Any owner proposing to perform any work of any kind whatever, which requires prior approval pursuant to this Article X, shall apply for approval by notifying the association, in writing, of the nature of the proposed work and furnishing such information and documentation as the Committee or Board may require.”

The application did not comply with Section 10.6 in the following ways:

The application failed to specify what work was proposed and failed to provide the information requested by staff after submission of the first application and drawings, but prior to submission of the (second) application.

(b) “The Committee shall find that the plans and specification conform to this Declaration and to the Architectural Rules in effect at the time such plans were submitted to the Committee:”

The plans and specifications did not conform to the Architectural Rules and the CC&Rs for reasons in (a) above.

(c) “The Committee shall determine that the proposed improvements would be consistent with the standards of the Development and the purposes of this Declaration as to design and materials, as to harmony of the exterior design with existing structures, and as to location with respect to topography and finished grade elevations:”

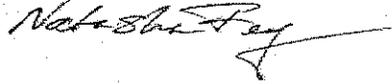
The Committee did not determine that the proposed improvements would be consistent with the standards of the Development or as to the design, materials, harmony and location as required by (c) for the following reasons:

The application failed to show that the deck would be consistent with set back standards applied in the community and as required by the governing documents; failed to show that materials would be consistent and harmonious with materials approved and installed in the community; and that as constructed, the deck is too large for its location in relation to the surrounding community. Further, the types of improvements requested to be installed in the easement area are not consistent with

improvements authorized to be installed in other easement areas throughout the community, especially given the project location and visibility to surrounding areas.

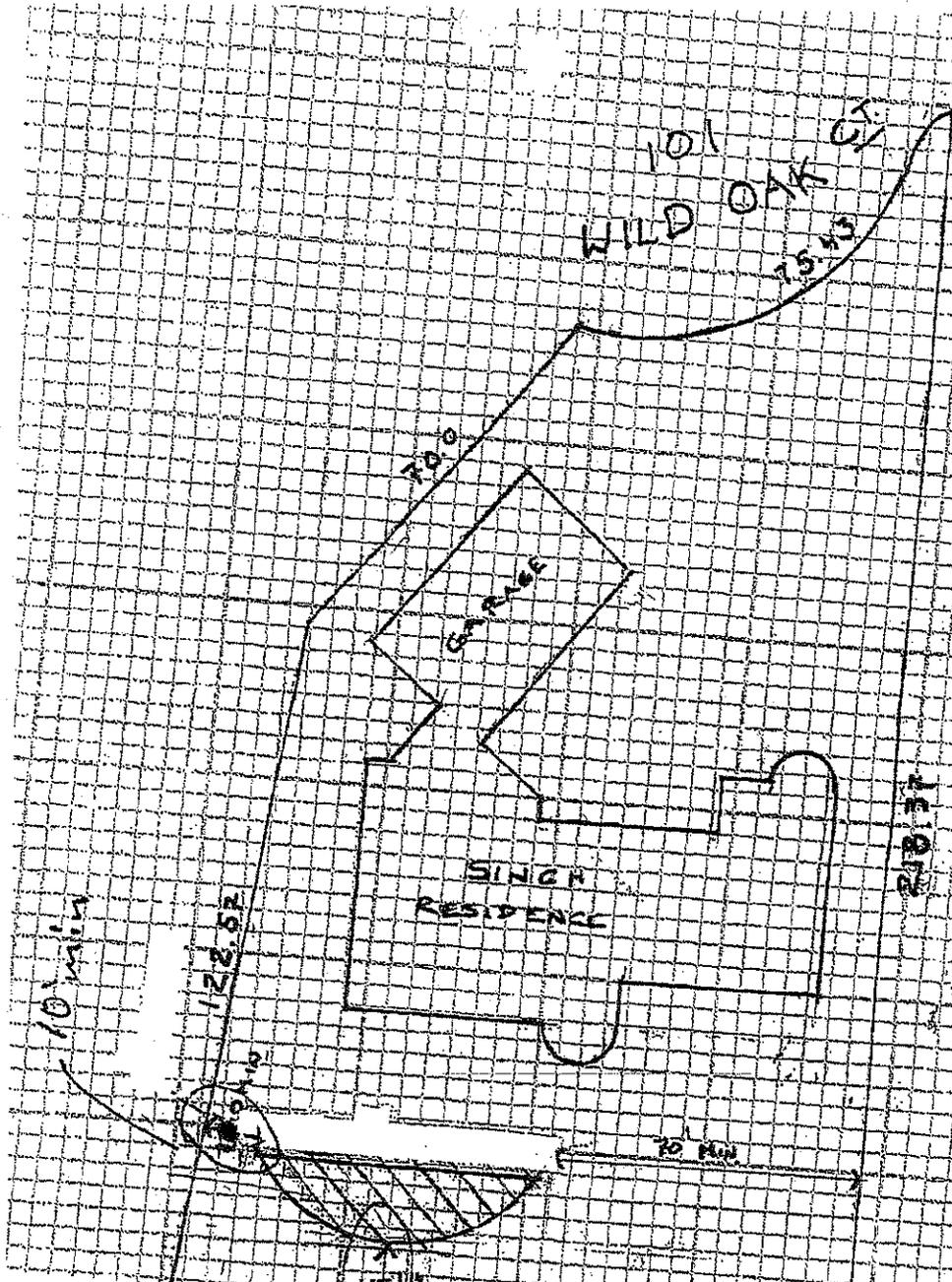
For the reasons set forth above, the architectural application was unanimously denied. Please advise us should you wish to appeal this decision before the Board.

Best regards,



Natasha Feigenson, CCAM®
Assistant Community Manager
On Behalf of
The Architectural Review Committee

Cc: Architectural Review Committee
Board of Directors

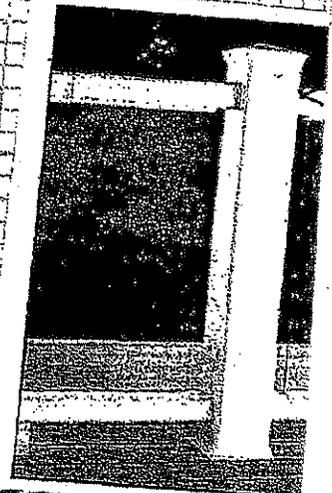


PERMITS REQUIRED
 CERTIFICATION LETTER
 CERTIFY THAT
 ALL WORK IS ACCORDING
 TO APPROVED PLANS

SITE / PLOT PLAN

Submitted
 11/10/17
 Permit

101 WILD OAK CT



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HOMEOWNERS' SUPPLEMENTAL RESPONSE to Conservation and Development Staff Report and Recommendation Regarding County File DP08-3-51 (Surainder and Vinita Singh, 101 Wild Oak Ct, Danville area of Contra Costa County, Blackhawk Development)

RECEIVED

12-3-08

I BACKGROUND

SRVRPC

AGENDA ITEM #

3

This permit application matter first came before the Commission at its regular Wednesday hearing of October 22, 2008. However, other matters on the Calendar ran long, causing this matter to last beyond the 11:00 p.m. hour. Also one of the applicant's witnesses - the deck contractor - was not able to stay for the entire hearing. The Commission agreed to continue the hearing to the next scheduled Wednesday, or November 19. However, at the subsequent request of the Blackhawk HOA, the matter was continued to December 3, 2008.

The Commission was provided various written materials at the first hearing from both the Staff of the Community Development Department (Francisco Avila) and from the Applicant, Surainder (Sandy) and Vinita (Vinnie) Singh. Subsequently, the Department provided a supplemental report, consisting of a summary of the prior hearing, a submission from the Blackhawk HOA attorney outlining the history of lot line adjustments and easements in the Blackhawk development, and evidence of the deed history and status of the subject open space. The Singhs would like to submit this brief Supplemental Statement for the Commission's consideration. The Singhs would also incorporate their prior materials, and will not repeat that material here.

II ADDITIONAL INFORMATION

1. Landscaping of the Deck and Neighbor Opposition

At the initial hearing, the Commission heard from a Blackhawk co-owner, Mrs. Cathy Wilson, who stated her opposition to the Singhs' deck, referring to it (somewhat humorously) as "Deckzilla". Part of her concern (and that of some of her neighbors) was based on the visual impact of the deck from her (and her neighbors') lower-level lots, which looked up at the Singhs' deck. She was disappointed that despite the passage of many months since the deck was constructed, it remained completely visible to her, and had not gotten any landscaping in place to 'hide' the foundation area of the deck (the part visible to her).

The Singhs stated at the hearing that they were as anxious as the neighbors to install appropriate vegetation and landscaping, and stood ready to do so, but were waiting until the permit issue was resolved. The Singhs remain committed to immediately installing landscaping that will 'hide' the deck, and offer for the Commission's consideration a photo mock-up of what one version of landscaping would look like. Please see Exhibit 8, attached.

The photo reflects proposed landscaping the Singhs will commit to installing as soon as the deck is finally approved. The Singhs will also agree to install any other landscaping reasonably necessary to satisfy the visual concerns of the neighbor or the HOA or the Commission.

It should also be noted that the neighbors on either side of the Singhs have no objection to the deck, as shown in the attached exhibits 9A and 9B.

2. Commission's Discretion to Approve or Deny the Permit Application

The Commission wanted to know who or which person or agency had authority to decide on the Singh application, considering its location in the private community of Blackhawk. As set out in Mr. Avila's supplemental report, at Exhibit B1, development rights to the open space on which the Singh deck sits have been deeded to the County. As the deed itself states, those rights include the "right to approve or disapprove any proposed construction, development or improvement which would substantially and materially change the nature of the current proposed use of said real property".

As set forth in Code Section 84-66.1804 (Final Development Plan Changes), the zoning administrator (or planning commission) may impose reasonable conditions and limitations to carry out the purpose of the P-1 district when approving any modification. The purpose and intent of the P-1 district "is to allow diversification in the relationship of various uses, buildings, structures, lot sizes and open spaces while insuring substantial compliance with the general plan and the intent of the county code in requiring adequate standards necessary to satisfy the requirements of the public health, safety and general welfare." Code Section 84-66.204. This statement of intent and purpose is broad enough to provide the Commission the discretion to approve the Singh deck as consistent with that intent and purpose,

Thus, it is within this Commission's power to approve the Singh deck application, based on all the various factors before the Commission, including the simple concept of equity - in other words, who will be most negatively affected by the Commission's decision to approve, or deny, the deck permit.

3. TimeLine of Events

Attached hereto as Exhibit 10 is a timeline of events prepared by the Singhs which shows each event pertinent to the deck construction. It is believed that the following sequence of events is not disputed:

a. *Singhs Desire to Build a Deck*

As the Singhs previously testified, both in person and through their attorney, they wanted to add a deck to their house. Pursuing this goal, they inquired with their 'governing body' - the HOA - as to any restrictions on such a plan. They were told they needed to submit a written proposal to the HOA's architectural review committee, which would either approve it, deny it, or ask them to resubmit with more information or revised plans.

b. *Singhs Submit their Deck Plan to the HOA*

The Singhs submitted their deck proposal on the HOA-mandated form, complete with the Singhs' hand-drawn plan of the deck. The plan as submitted shows the deck the Singhs intended to build, and where they intended to build it. (They did not highlight that the deck was to be built on an easement, rather than deeded land, because they had no idea that their 'back yard', bounded by a wrought-iron fence and covered in landscaping, was an easement. And it is likely that even if they had understood that the land beneath their proposed deck was 'easement,' it would not have occurred to them to include that fact in their proposal. They did not understand until this matter got deeply involved the significance of an easement versus deeded land.)

c. *HOA approves the Deck Application*

The ARC members did not ask for more detailed plans, though they certainly could have. In hindsight, one has to wonder what exactly the ARC reviewed for approval. One might have anticipated that neighbors would be potentially impacted, and required a public comment period before approval. According to the HOA attorney's letter to the commission, the issue of easements and lot line adjustments and use of the public spaces for owners' use had become a more heated issue in the 2000s, leading one to anticipate heightened scrutiny by the ARC for proposed decks that visually exceeded the owner's contiguous lot. However, the ARC 'rubber-stamped' (apparently) the application, reasonably leading the Singhs to believe they were ready to build their deck, subject to any other necessary approval, such as permit approval by the local building department.

d. *Singhs Hire Decks Plus*

As Mr. Anderson of Decks Plus will testify, he's a professional at deck construction in Contra Costa County. He will provide the Commission with the details of the permit application, interface with the building and permit departments, and the timeline of construction up to final approval by Tim Griffiths of the building inspection department.

e. *County Building Inspection Department Approves Deck Permit*

Again, as Mr. Anderson will testify, he worked with Konrad Fromme and Tim Griffiths on the permit application, including providing them with the requested survey in February, and confirming with Mr. Griffiths before the deck was completed that the permit was approved. At no time, did Decks Plus "proceed at its own risk", as Mr. Avila stated Mr. Griffiths said.

4. HOA Position Should Not Determine this Commission's Decision

The HOA, by its letters from its attorney, have made clear that the HOA opposes the Singhs' application. Ostensibly, the HOA's opposition is based on the argument that the deck as built does not conform to the deck as proposed, in size, configuration or materials. However, it is not hard to conclude that the HOA is simply hoping the Commission will spare the HOA, and its ARC, the task of explaining to one or more complaining homeowners how the HOA approved the Singh application in the first place. But that is an issue for another forum, namely the HOA-Homeowners dispute resolution forum that is available to resolve such disputes. The HOA would like nothing more than to be able to avoid that forum altogether, which it can if the Commission denies the Singh application. However, the Singh application should be considered without regard for the HOA's *current* position, as it was the HOA's cavalier review process that allowed the Singhs to start down this now very stressful and expensive road.

5. The Balance of Factors Considered by the Commission Weigh in Favor of Approving the Deck

As has been stated repeatedly, the Singhs undertook their deck project in good faith, with reasonable reliance on their HOA, Decks Plus and the county building inspection department, in beginning, and completing, their deck. They did not try to move under cover of dark, or by false pretenses, or in any other fashion that should cause them to suffer the consequences of a denial of this application. They did exactly what they were advised to do, and continue to offer any effort they can to reassure the Committee that approving this application is appropriate.

On the other hand, who will be negatively impacted by this deck? The HOA? No (see above). The neighbors? Appropriate landscaping will address their visual concerns. The 'public'? If the public were allowed on Blackhawk property, the public might be harmed by this small

incursion into the public open space. But since access to the open space is limited to Blackhawk members and guests, it is undeniable that the public will not be harmed by this deck.

CONCLUSION

For all the reasons set forth above, and in particular because the balance of equitable factors weighs so heavily in favor of approval, the Singhs respectfully request that the Commission approve their deck permit application.

Respectfully submitted.

Date: _____

Richard Beckman,
Beckman Marquez & Dowling LLP
For Surainder and Vinita Singh

EXHIBITS

Omitted

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"Sandy"
<sandy@tekforcecorp.com>
11/06/2009 04:57 PM

To <favil@cd.cccounty.us>
cc
bcc

Subject Fw: Re:Notice of Board of Supervisor's Appeal hearing

Francisco,

I recieved this notice of hearing package from my previous attorney richard last week on friday. I have been trying to engage a land use attorney who can adequately represent me in the hearing since there is lot on stake here. A couple of them have look at this package that you have send and have told me there is no way they can go thru a 78 page documents and in a few days and adequately represent me. I would like to ask for a continuance so that I can have a right attorney represent me.

Thank you for your understanding

Sandy Singh

(925)866-8200 X 240

----- Original Message -----

From: Richard L. Beckman

To: Sandy

Sent: Friday, November 06, 2009 5:52 AM

Subject: Re:Notice of Board of Supervisor's Appeal hearing

Sandy:

We received the attached notice of appeal hearing yesterday, but I was in court most of the day and unable to send it to you. I only briefly looked at it on my way to court, but thought I saw that it set a hearing for Monday November 10, which would be very short notice, obviously. I don't know how you want to proceed at this point, but I will be in my office around 9:15 this morning if you want to discuss it.

Rich

*Richard Beckman
Beckman Marquez & Dowling LLP
703 Market Street, Suite 1610
San Francisco, CA 94103
tel. 415-495-8500; fax. 415-495-8590
www.BMDLLP.com*

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Appeal Hearing - 11.5.09.pdf



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November 6, 2009

Francisco Avila, Project Planner
Contra Costa County Community Development Dept.
County Administration Building
651 Pine St., 4th Floor, North Wing
Martinez, CA 94553

Re: File # SP08-3051
Tax parcel # 203-722-014
Applicant: Surainder and Vanita Singh
Location: 101 Wild Oak Court, Blackhawk

Dear Mr. Avila,

Save Mount Diablo appreciates the opportunity to make comments on the above mentioned project.

We support the staff's recommendation to uphold the decision of the San Ramon Valley Planning Commission and deny the applicant's appeal.

The applicant has built a deck in Blackhawk Homeowner Open Space, outside of their own property boundary. These actions conflict with long, careful and controversial planning that resulted in agreed upon open space. Allowing private homeowners to "annex" portions of the open space to increase their own property values will lead to significant bad precedents, and result in cumulative and growth-inducing impacts. Should the County choose to consider allowing this encroachment, environmental analysis should be conducted and other similar encroachments should be identified and mitigations required.

Save Mount Diablo was involved in the original Blackhawk development project, successfully lobbying for the dedication of open space to offset the impacts of development and to provide buffers to the sensitive resources of Mount Diablo State Park.

The Blackhawk development was one of the most controversial and hotly contested projects in the history of Contra Costa County. A proposal to develop 4800 homes in the early 1970s set off an intense debate between developers, the county and the community including Save Mount Diablo. The "Blackhawk Wars" were finally settled with approval and development of 2400 homes and the dedication of over 2000 acres of preserved land to Mount Diablo State Park with additional open space and recreation lands distributed throughout the development.

Staff

Ronald Brown
Executive Director

Seth Adams
Director, Land Programs

Julie Seelen
Development Director

Monica E. Oei
Finance & Admin. Manager

Mailing Address

1901 Olympic Blvd., # 220
Walnut Creek, CA 94596
Tel: (925) 947-3535
Fax: (925) 947-0642

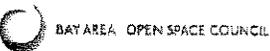
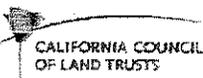
Website

www.savemountdiablo.org

Founders

Arthur Bonwell
Mary L. Bowerman

Proud member of



Presently, Blackhawk is known for its luxury homes and high quality of life standards – in part a result of the development's character as defined by these open spaces. Allowing the applicant to encroach into the open space sets a dangerous precedent and negates the hard work of the community over the last four decades.

We oppose the proposal for the following reasons:

1. The original Blackhawk development project was carefully planned by the developer, the county, the community, and Save Mount Diablo to ensure balanced development and minimize negative impacts.

Specific consideration was given to open space dedication during the planning process to ensure proper buffers between development and public lands and trails.

Open Space provides a public benefit to the community to mitigate for the negative impacts of development. Why should the applicants be allowed the benefit by encroaching on the open space at the expense of the community?

2. Allowing the applicant to expand into the open space would set a bad precedent and have potential cumulative and growth inducing impacts. If the applicant is allowed to continue encroachment into open space, what is to keep other property owners in the area from doing the same and undermining the careful consideration given to the planning process in the Blackhawk development? The staff report recognizes this threat and identifies the County's previous attempts to address such a trend.
3. According to the staff report, the applicant failed to adhere to the building permit they received from the County, and constructed portions of their 1000 sq ft deck outside of the boundaries of their own parcel and in Homeowner Open Space.

We assume the applicant has filed the application in an attempt to get their improvements permitted after the fact, and to save money. This is not a good enough reason to allow encroachment into the open space. Again, the applicant should not be rewarded and be allowed to benefit for failing to follow their approved permit while impacting the community open space.

4. The deck is quite visible since it is 30-50 feet higher in elevation than nearby roads, etc.
5. A quick look shows that residents are encroaching on the Homeowner open space in many locations, especially with landscaping, but also structures of various sorts. With a quick look we also found some examples of encroachment on Mt. Diablo State Park.

Apparently the Homeowner Association isn't policing its own land--something which is relatively easy to do given that the boundary lines are both online and that Blackhawk Development probably built fences on the lot lines when the houses were originally built.

Cumulatively, the impacts are significant. The precedents are also significant. The County shouldn't permit these encroachments after the fact.

The deck at 101 Wild Oak Court is more significant, but for example, the adjacent property, 111 Wild Oak Court has landscaping that encroaches into the open space as well.

In conclusion, the County should not allow this encroachment, especially after the fact. If the County does allow this encroachment, CEQA should be required and the cumulative and growth-inducing impacts of such encroachments should be evaluated.

Thank you for your consideration

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Bristol', written over a faint horizontal line.

Troy Bristol
Land Conservation Associate

Cc Steve Beinke, President, Blackhawk Development
Mark Goldberg, Community Manager, Blackhawk HOA

Intentionally Blank

BOARD OF SUPERVISORS, CONTRA COSTA COUNTY, CALIFORNIA

AFFIDAVIT OF MAILING

IN THE MATTER OF

A development application pertaining to a parcel located at #101 Wild Oak Court in the Blackhawk area, that involves a deck built across the property line in an area designated Open Space, County File #DP08-3051. More specifically, the hearing is to consider:

(1) An appeal that has been filed of the San Ramon Valley Regional Planning Commission decision to deny the proposed amendment to the Blackhawk Final Development Plan for this site, to allow the construction of an existing 11-foot tall, approximately 1,000 square foot deck built beyond the property boundaries within an area designated as Open Space. County File #DP08-3051

- The appeal was filed by the applicants, Surinder & Vinita Singh.

The subject site is located at 101 Wild Oak Court in the Blackhawk area. (Zoning: Planned Unit District, P-1) (Assessor Parcel Number: 203-722-014 & 203-740-012).

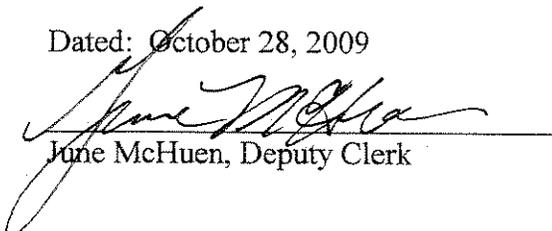
Notice of hearing for **Tuesday, November 10, 2009 at 1:00 p.m.**, was mailed this day, Wednesday, October 28, 2009.

I declare under penalty of perjury that I am now, and at all times herein mentioned have been, a citizen of the United States, over age 18; and that today I deposited mail with General Services for mailing by the United States Postal Service in Martinez, California, first class postage fully prepaid, a copy of the hearing notice, on the above entitled matter to the following:

PLEASE SEE ATTACHED LIST

I declare under penalty of perjury that the foregoing is true and correct, at Martinez, California.

Dated: October 28, 2009


June McHuen, Deputy Clerk

**NOTICE OF A PUBLIC HEARING BEFORE THE
CONTRA COSTA COUNTY BOARD OF SUPERVISORS
ON PLANNING MATTERS**

BLACKHAWK AREA

NOTICE is hereby given that on **November 10, 2009, at 1:00 pm**, in the County Administration Building, 651 Pine Street, (Corner of Pine and Escobar Streets), Martinez, California, the Contra Costa County Board of Supervisors will hold a public hearing to consider the following planning matter:

This hearing concerns a development application pertaining to a parcel located at #101 Wild Oak Court in the Blackhawk area, that involves a deck built across the property line in an area designated Open Space, County File #DP08-3051. More specifically, the hearing is to consider:

- (1) An appeal that has been filed of the San Ramon Valley Regional Planning Commission decision to deny the proposed amendment to the Blackhawk Final Development Plan for this site, to allow the construction of an existing 11-foot tall, approximately 1,000 square foot deck built beyond the property boundaries within an area designated as Open Space. County File #DP08-3051

- The appeal was filed by the applicants, Surainder & Vinita Singh.

The subject site is located at 101 Wild Oak Court in the Blackhawk area. (Zoning: Planned Unit District, P-1) (Assessor Parcel Number: 203-722-014 & 203-740-012).

The location of the subject property is within the unincorporated territory of the County of Contra Costa, State of California, generally identified below (a more precise description may be examined in the Office of the Director of Conservation and Development, County Administration Building, Martinez, California):

The subject site is located at #101 Wild Oak Court in the Blackhawk area (Assessor Parcel No. 203-722-014 & 203-740-012)

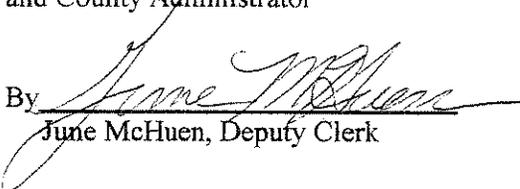
In accordance with the review requirements of the California Environmental Quality Act, the project is categorically exempt - Class 3 – New Construction of a small structure (*CEQA Guidelines §15303[e]*).

If you challenge this matter in Court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the County at, or prior to, the public hearing.

Prior to the hearing, the Department of Conservation and Development staff will be available on Tuesday, November 10, 2009 at 12:00 p.m., in Room 108, Administration Building, 651 Pine Street, Martinez, to meet with any interested parties in order to (1) answer questions; (2) review the hearing procedures used by the Board; (3) clarify the issues being considered by the Board; and (4) provide an opportunity to identify, resolve, or narrow any differences, which remain in dispute. If you wish to attend this meeting with staff, please call Francisco Avila at 925-335-1266, Department of Conservation and Development, Community Development Division, by 3:00 p.m. on Monday, November 9, 2009 to confirm your participation.

Date: October 28, 2009

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

By 
June McHuen, Deputy Clerk



"CCT Legals"
<cctlegals@bayareanewsgro
up.com>
10/28/2009 09:19 AM

To "June McHuen" <JMChu@cob.cccounty.us>
cc
bcc
Subject RE: Legal Publication Ref #2278 (Wild Oak Court)

ad#3302272

Aris Garcia
Legal Advertising Coordinator
Bay Area News Group
925-943-8019
925-943-8359-Fax

From: June McHuen [mailto:JMChu@cob.cccounty.us]
Sent: Wednesday, October 28, 2009 9:17 AM
To: CCT Legals
Subject: Legal Publication Ref #2278 (Wild Oak Court)

Please publish the attached notice one time, in the Contra Costa Times, on October 31, 2009.

Account #2004197

(See attached file: 111009 Ntc Hrg Singh Appeal 101 Wild Oak Court.doc)

June McHuen, Deputy Clerk
Clerk of the Board of Supervisors
Contra Costa County
925.335.1905

203710022 AARDAL DANNY C & SHARON L 5146 BLACKHAWK DR DANVILLE CA 94506	203760002 ADAMS DALE C & KATHY B 907 EAGLE RIDGE DR DANVILLE CA 94506	203722001 AITON ROBERT W & KERRY L 90 WILD OAK CT DANVILLE CA 94506
203722002 ANDEREGG BARTLING P 257 SANTA BARBARA CIR PALM DESERT CA 92260	203722005 BIZZACK JAMES M & MARIA B 106 WILD OAK CT DANVILLE CA 94506	203731018 BLACKHAWK COUNTRY CLUB 599 BLACKHAWK CLUB DR DANVILLE CA 94506
203760027 BLACKHAWK IMP ASSN INC 4125 BLACKHAWK PLAZA CIR #230 DANVILLE CA 94506	203731032 COUNTRY CLUB AT BLACKHAWK IMP 3820 BLACKHAWK RD DANVILLE CA 94506	203710012,203740012 COUNTRY CLUB AT BLACKHAWK IMP PO BOX 608 DANVILLE CA 94526
203731002 YUN SONG CHAE 20 CHESTNUT PL DANVILLE CA 94506	203722011 WU DIANA CHI-TUAN 5163 BLACKHAWK DR DANVILLE CA 94506	203731013 DAVIS DWIGHT W & GLEE ANN 33 CHESTNUT PL DANVILLE CA 94506
203722003 DIXON AIMEE 98 WILD OAK CT DANVILLE CA 94506	203721001 DONDERO LAWRENCE 5150 BLACKHAWK DR DANVILLE CA 94506	203731025 GEORGENS THOMAS & KATHLEEN 36 CHESTNUT PL DANVILLE CA 94506
203731015 HENSHAW GUY R 25 CHESTNUT PL DANVILLE CA 94506	203721003 HOLMES LAWRENCE W & BRONIA L 5158 BLACKHAWK DR DANVILLE CA 94506	203731001 HUERTA RAYMOND & LINDA JO 5151 BLACKHAWK DR DANVILLE CA 94506
203722004 JUDGE MANJEET S & BARINDER 102 WILD OAK CT DANVILLE CA 94506	203722006 KHALIL MIAN S & ROEEDA 6123 WOODLAND DR DALLAS TX 75225	203731003 KUNDRED CURTIS A & JULIA M 26 CHESTNUT PL DANVILLE CA 94506
203721002 LANZONE ROBERT J & BARBARA 5154 BLACKHAWK DR DANVILLE CA 94506	203760003 MARCHI MICHAEL A 911 EAGLE RIDGE DR DANVILLE CA 94506	203722009 MCAVOY BARRY W 97 WILD OAK CT DANVILLE CA 94506
203722010 ONGMAN DAVID M & PATTI H 91 WILD OAK CT DANVILLE CA 94506	203721012 PETERSON DARREN & R GWEN 51 WILD OAK PL DANVILLE CA 94506	203731031 RICHARDS PETER J & ANN 37 CHESTNUT PL DANVILLE CA 94506
203731004 SHEPHERD MARK C & JILL P 28 CHESTNUT PL DANVILLE CA 94506	203722007 SINGH SANJIV PAUL & VIMALJIT 111 WILD OAK CT DANVILLE CA 94506	203722014 SINGH SURINDER & VINITA a/o 101 WILD OAK CT DANVILLE CA 94506

203731014
SUDEORA ANUJ & SHELLY
29 CHESTNUT PL
DANVILLE CA 94506

203722012
TAN LINDA T
5159 BLACKHAWK DR
DANVILLE CA 94506

203760001
THEKKEK ANTHONY P & PREMA P
901 EAGLE RIDGE DR
DANVILLE CA 94506

203731005
WILLIAMS DEAN R & SARAH B
32 CHESTNUT PL
DANVILLE CA 94506

203722013
WOLFSON MICHAEL S & CONSTANCE
5155 BLACKHAWK DR
DANVILLE CA 94506

BUILDING/GRADING INSPECTION

SAN RAMON VALLEY FIRE
PROTECTION DISTRICT
1500 BOLLINGER CANYON ROAD
SAN RAMON, CA 94583

CENTRAL CC SANITARY DISTRICT
5019 IMHOFF PLACE
MARTINEZ, CA 94553

EBMUD
375 11TH STREET, MS701
OAKLAND CA 94607

MARK GOLDBERG, COMMUNITY MGR.
BLACKHAWK HOMEOWNERS ASSOC.
4125 BLACKHAWK PLAZA CIR., #230
DANVILLE CA 94506

RICHARD BECKMAN
BECKMAN MARQUEZ & DOWLING LLP
703 MARKET STREET, #1610
SAN FRANCISCO, CA 94103

TIM GRIFFITH
BUILDING INSPECTION

CONRAD FROMME
BUILDING INSPECTION

TELMA MOREIRA
COMMUNITY DEVELOPMENT DIV.

ARUNA BHAT, DEPUTY DIRECTOR
COMMUNITY DEVELOPMENT DIV.

MATT ANDERSON/MINDY GARRISON
243 MURDELL LANE
LIVERMORE, CA 94550

CATHY WILSON
5255 BLACKHAWK DRIVE
DANVILLE, CA 94506

ANDREA O'TOOLE
3240 STONE VALLEY ROAD WEST
ALAMO CA 94507

NATASHA FEIGERRSEN
BLACKHAWK HOMEOWNERS ASSOC.
4125 BLACKHAWK PLAZA CIR., #230
DANVILLE CA 94506

SANDY SINGH
101 WILD OAK CT
DANVILLE CA 94506

STEVEN WEIL
3240 STONE VALLEY ROAD WEST
ALAMO, CA 94507



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2009

Subject: INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF CONTRA COSTA AND THE GUIDIVILLE BAND OF POMO INDIANS

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chair, Board of Supervisors to execute the Intergovernmental Agreement between the County of Contra Costa and the Guidiville Band of Pomo Indians on measures to mitigate impacts of the Pt. Molate Project on the off-Reservation environment and the community generally in Contra Costa County.

FISCAL IMPACT:

(Revenue to Contra Costa County)

If the Pt. Molate Project does not go into operation, there would be no fiscal impact. If it does, under the proposed Agreement the County would receive the following revenues:

- \$12 million annually to reimburse the County for off-reservation impacts and for community benefit. (If only Class II gaming is permitted by federal law, the payment would be reduced to \$6 million annually.) Payments would increase consistent with increases in the Bay Area Consumer Price Index.
- Up to an additional \$10 million annually if the anticipated State-Tribe Compact provides for credit to the Tribe for payments made to the County.
-

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE:
- John Gioia, District I Supervisor
 - Gayle B. Uilkema, District II Supervisor
 - Mary N. Piepho, District III Supervisor
 - Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: David Twa (925) 335-1080

cc:

FISCAL IMPACT: (CONT'D)

\$60,000 lump sum for County staff time spent in addressing the EIS/EIR and working on this Agreement.

- \$150,000 lump sum for County staffing in connection with in-County employment at the casino

BACKGROUND:

Following the Board of Supervisors public meeting on November 03, 2009, the County Administrator and Supervisor John Gioia had further discussions with representatives of the Guidiville Tribe to address the issues and comments from the meeting as well as the directives from the Board of Supervisors. As a result of those discussions, a number of language changes were made to the proposed Agreement to clarify the terms, as well as emphasize the Board of Supervisors' position that the Pt. Molate Project is viewed as being unique in nature and will not be viewed as setting any precedent for further expansion of casino gaming into other areas of the County. The County Administrator will discuss the changes to the proposed Agreement at the November 10, 2009 meeting. Additionally, the Board of Supervisors requested information on the estimated impacts to the County from the proposed Pt. Molate Project. The County Administrator has estimated the following impacts, and will be prepared to discuss these estimates at the November 10, 2009 meeting:

Guidiville Proposed Casino
 Estimated Impacts on
 Contra Costa County
 November 10, 2009

Public Safety Impacts Low High

Deputy Sheriffs (2 @ \$195,000) \$390,000 \$390,000

Detention costs \$795,644 \$1,027,805

District Attorney Costs \$695,952 \$1,092,528

Public Defender \$299,145 \$469,607

Probation \$382,344 \$600,216

Estimated Public Safety Impacts \$2,173,085 \$3,190,156

Health & Human Service Costs

Annually West County County Wide

Emergency Room \$930,000 \$697,500 \$232,500

Inpatient Days \$2,520,000 \$1,890,000 \$630,000

Mental Health \$650,000 -0- \$650,000

\$4,100,000 \$2,587,500 \$1,512,500

Gambling addiction (Page 11- 12) health Professionals (2 @\$100,000) \$200,000

Costs dealt with separately in MOU:

Traffic Impacts (page 7-8)

Emergency medical care (ambulance services) (Page 10)

County Job Development (page 15) \$150,000

Guidiville Proposed Casino
Estimated Impacts on
Contra Costa County
November 10, 2009

Costs if allocated between
West County (75%) and
County Wide (25%) Impacts

Annually West County County Wide
75% 25%
Public Safety Impacts

Low \$2,173,085 \$1,629,814 \$ 543,271

High \$3,190,156 \$2,392,617 \$ 797,539

Health & Human
Service Costs \$4,100,000 \$2,587,500 \$1,512,500

Gambling addiction \$ 200,000 \$ 150,000 \$ 50,000

Total Low \$6,473,085 \$4,367,314 \$2,105,771

Total High \$7,490,156 \$5,130,117 \$2,360,039

As further background, and as reported at the November 03, 2009 meeting, As directed by the Board of Supervisors, the County Administrator and Supervisor John Gioia held several meetings with representatives of the Guidiville Band of Pomo Indians, a federally recognized Indian Tribe, herein after referred to as "Tribe." Technical staff of the County and the Tribe also met, to analyze and discuss the impacts of the Pt. Molate Project on the off-Reservation environment and the community generally in Contra Costa County.

The Tribe has requested that the Bureau of Indian Affairs take into trust approximately 266 acres of the former Naval Fuel Depot Point Molate, on which the Tribe and its developer, Upstream Point Molate LLC, propose to construct new facilities and improve existing facilities to develop a mixed-use tribal destination resort and casino ("Pt. Molate Project"). The proposed Pt. Molate Project site is located in the City of Richmond ("City"), in Contra Costa County, California, north of the San Rafael Bridge along the shoreline of San Francisco Bay. The site is approximately one mile north of Interstate 580, with direct freeway access through Western Drive, a City-owned roadway to the site. An approximately 1,200-foot pier that extends into the San Francisco Bay from the central point of the site will be used as a ferry terminal for workers and visitors to the site.

If the federal government places the Pt. Molate Project site land into trust, the Tribe anticipates entering into a tribal-state gaming compact with the Governor of California (the "Compact") to permit the Tribe to conduct Class III gaming activities on its trust lands. Pursuant to the Compact that would be negotiated in the future, the Pt. Molate Project includes construction of a destination resort that includes two hotels totaling 1,075 rooms, 170,000 square feet of business, conference and entertainment facilities, an approximately 124,000 square feet of casino gaming floor, 54 luxury accommodation cottages and casitas, a 300,000 square foot retail shopping center, public plazas, pedestrian/bicycle trails, shoreline parks, a Tribal park, Tribal government offices and cultural facilities, restoration of 34 of the historic buildings located on-site, up to 340 units of multi-family housing, and transportation facilities including a public ferry terminal.

The Tribe has already entered into a Municipal Services Agreement (MSA) with the City of Richmond outlining terms for the provision of public services including police, fire, sewer, water, and establishing annual payments in lieu of taxes

The County's position has been that the Compact also requires the Tribe to negotiate with the County of Contra Costa and enter into an Agreement to mitigate off-reservation impacts. The intention of this proposed Agreement is to satisfy this requirement and to provide additional community benefit. The County and the Tribe would submit this proposed Agreement without amendment to the State to satisfy such Compact requirement.

The Parties agree that this Agreement, and the MSA and the Mitigation Plan to be appended to it between the Tribe and the City of Richmond will provide sufficient mitigation of all off-reservation impacts of the Pt. Molate Project to the County and the City. The off-reservation impacts of the Pt. Molate Project including increased level of public protection costs of the Sheriff, use of Detention Facilities, District Attorney, Public Defender, Probation, as well as impacts to Health, Human Services, Traffic and other County services that are County-specific and not covered by the City MSA and Monitoring Plan will be mitigated through this proposed Agreement.

The City of Richmond and the Bureau of Indian Affairs ("BIA") ("the Lead Agencies") caused to be prepared a draft Environmental Impact Report / Environmental Impact Study ("EIR/EIS") for environmental review of the Pt. Molate Project in accordance with the requirements set forth in the National Environmental Policy Act (NEPA) (42 USC 4321 et seq.); the Council on Environmental Quality (CEQ) Regulations for Implementing NEPA (40 CFR Parts 1500-1508); the BIA's NEPA handbook (59 IAM 3); the California Environmental Quality Act (CEQA); and CEQA Guidelines (California Code of Regulations, Title 14) and City of Richmond's guidelines and procedures for implementation of CEQA (Resolution No. 125-03).

The cooperating agencies to the EIS/EIR are the United States Environmental Protection Agency, the County, and the Tribe. Under this proposed Agreement, the County will inform the State that any Compact requirement for a Tribal Environmental Impact Report ("TEIR") is satisfied by the issuance of the Final EIS/EIR and that the County will not request any other TEIR process, and that no other environmental review document will be produced by the Tribe, the City, or the County regarding the Pt. Molate Project after the certification of the Final EIR/EIS.

The Parties agree that this proposed Agreement will satisfy the requirements of the anticipated Compact and sets forth (1) the County and Tribe's obligations in providing Mitigation Measures for any potentially Significant Effect on the Off-Reservation Environment; (2) the provisions relating to compensation for law enforcement, fire protection, emergency medical services, health and human services, traffic improvements, and any other public services to be provided by the County to the Tribe as a consequence of the Pt. Molate Project; (3) provisions providing for reasonable compensation for programs designed to address gambling addiction; (4) provisions providing for mitigation of any effect to the County specifically on public safety attributable to the Pt. Molate Project; and (5) a continued strengthening of the government-to-government relationship between the County and the Tribe.

The proposed Agreement addresses a number of issues already agreed to by the Tribe and the City of Richmond including Aesthetics, Air Quality, Hazardous Materials, Water Resources, Noise, Storm Water, Wastewater Management, and Solid Waste, .

The proposed Agreement also addresses the need for a transportation analysis in the EIS/EIR as the basis for estimating required transportation and traffic mitigations for the project.

Regarding law enforcement, the proposed Agreement provides funding for Public Safety, including Sheriff's services, probation services, District Attorney services, Public Defender services and County jail incarceration.

Regarding public health and safety, the Tribe agrees to contract with the County to provide emergency ambulance service to the Tribe, with respect to emergency visits to the County Hospital, Doctors Medical Center, or any other hospital from Pt. Molate Project patrons or employees. The Tribe agrees to reimburse the County for actual costs of uncompensated ambulance service provided to Pt. Molate patrons and employees who are transported by the County's designated ambulance provider from the Pt. Molate Project site to any hospital.

In addition, the Tribe will adopt a comprehensive Responsible Gambling Program to support the development of awareness and prevention programs for problem and underage gambling on its property. The proposed Agreement calls for two (2) health professionals to be employed by the County to treat problem gambling addiction. The County agrees to provide these additional professionals for gambling addiction prevention and treatment. Compensation to the County for this County cost is included in the funding agreement.

The Tribe recognizes that the County will incur costs associated with increased off-Reservation social and economic impacts and costs associated with increased public protection activities including costs of the County Sheriff, use of Detention facilities, District Attorney, Public Defender, and Probation. Additionally, the County will incur costs associated with public health and social services, including uncompensated emergency and medical care. In recognition of these costs, the Tribe will pay the County the annual sum of \$12 million for public safety, health, and social services related costs, and community benefit payments, commencing with the Pt. Molate Project Start Date

In return for the \$12 million, the County will develop a program to address the off-Reservation County service impacts that may result from the Pt. Molate Project. Subject to the sole discretion of the County Board of Supervisors, this program will address all of the following: increased level of public protection costs of the County Sheriff, District Attorney, Public Defender, Probation and use of Detention Facilities; social service concerns resulting from the Project operations; increased demand for emergency response, medical services; and increased potential for addiction to gambling.

Notwithstanding any other provision in this proposed Agreement, the use by the County of payments received from the Tribe is subject to the sole discretion of the County Board of Supervisors, with the exception of payments received for specific transportation mitigations, and amounts which would be designated as part of the community benefit payment for seven years to support the County Health system, \$7 million of the annual payment would be directed by the County for programs and services in West Contra Costa County, and the remaining \$ 5 million would be used for programs and services throughout the County. Of the \$12 million, \$2 million per year for seven years would be directed to help support the County Hospital and clinics, and \$2 million per year for seven years would be directed to health programs and services in West Contra Costa County, including County Clinics and Doctors Medical Center, and \$ 1 million per year for seven years for additional Deputy Sheriff Patrols in unincorporated areas of West Contra Costa County, to be provided out of the \$ 7 million allocated for programs and services in West Contra Costa County.

Three \$ 1 million advances on the first year's community payments would be made from the Tribe to the County if certain milestones occur:

- \$1 million upon the Tribe's receipt of a positive Indian Lands Determination from the United States, approving the Point Molate site as restored lands for the Tribe and all appeals of and challenges to such determination being completed and favorably resolved in the Tribes favor;
- \$ 1 million upon the receipt of a positive Fee-to-Trust Determination from the United States accepting the Point Molate site into trust as the Guidiville Reservation and all appeals of and challenges to such determination being

completed and favorably resolved in the Tribes favor, and

- \$1 million upon the California Legislature's approval of a Compact between the Tribe and the State of California approving Class III gaming at the site.

If any of the three \$1 million advance payments are made, they would be deducted from the first payment(s) due from the Tribe after the Point Molate Start Date.

Additional Payments would be made to support the County Health System if Credit is granted under the Compact with the State. If the State allows for a full credit against payments made to the County by the Tribe, then the Tribe would make additional payments to the County up to a total of Ten Million Dollars (\$10,000,000) per year for so long as the Compact credit is in force. These payments would be used to support capital and operating financial needs of the County Health system, with expenditures by the County roughly split between West Contra Costa County and the County as a whole. The Tribe would be obligated to make these additional payments only if the full value of the payments to the County is credited against amounts that otherwise would be required to be paid to the State of California under the Compact.

The Tribe and the City of Richmond have agreed that the Tribe will hire 40% of its non-management operational employees from the City of Richmond at the opening of the facilities. Under our proposed Agreement, the Tribe commits to collaborate with the County with a goal to hire a total of 70% of non-management operational employees of the Tribe (including those under the Richmond agreement) from within the County at the opening of the facilities. To help effectuate this goal, the Tribe will make three equal payments of \$50,000 to the County to pay for staffing.

Under this proposed Agreement, the County will no longer oppose the Pt. Molate Project and will support the Pt. Molate Project. As reimbursement to the County for staff time reviewing the EIR and working with the Tribe on the Intergovernmental Agreement, the Tribe will provide \$60,000 to the County to be paid within sixty (60) day of entering into this proposed Agreement.

Finally, the proposed Agreement provides a process for mediation and arbitration of any disputes that occur under the Agreement, as well as a limited express waiver of sovereign immunity by the Tribe in order to enforce the arbitration decision through the Superior Court of California.

CONSEQUENCE OF NEGATIVE ACTION:

If there is not an agreement with the Tribe and they are allowed to do either Class II or Class III gaming, entering into an agreement at a later date could result in less revenue to the County.

CHILDREN'S IMPACT STATEMENT:

CLERK'S ADDENDUM

David Twa, County Administrator, presented the staff report as presented in the board order. Chair Bonilla called for public comment. The following people spoke: Andres Soto, resident of Richmond; Michael Friland, resident of Richmond; Joan Gallegos, resident of Contra Costa Don Gosney, resident of Richmond; Marty Barrego, resident of Richmond; Joan Garrett, resident of Richmond; Raymond Landry, resident of Richmond; Sherman Harris, resident of Richmond; Carey Kachurka, resident of Richmond; David Bradley, resident of Richmond; Tara Amado, resident of Richmond; Judie VanAmburgh, resident of Richmond; John Anderson, resident of Richmond; Charles T. Smith, Committee to Save Point Molate; Gloria Magleby, resident of Bay Point; Pam Stella, Richmond Citizens Shoreline Response; Dr. Henry Clark, resident of Richmond; Judith Piper, Richmond Shoreline Citizen Response; David Lovelace, resident of Richmond; Michael Palmore, resident of Richmond; Mathew Millan, resident of Richmond; Maurice Cathey, resident of Richmond; Fred Breach, resident of Walnut Creek; Jane Sumpter, resident of Richmond; Tom Frengel, resident of Richmond; Samuel Smith, resident of Richmond; Citizen, resident of Richmond; Citizen (2), resident of Richmond; Wilfred Withers, resident of Richmond; Carlos Bird, resident of Richmond; Andrew Wilson, resident of Richmond; Lech Naumovich, East Bay California Native Plant Society; Aram Hodess, Plumbers Local 159; Greg Feere, Contra Costa Building Trades Council; Alan Titus, resident of Mill Valley; Rafael Madrigal, 23rd Street Merchants Association; Jason Gallia, resident of Richmond; Roberta Reyes, resident of Richmond; Tom

Hansen, resident of Crockett; Pam Aguilar, resident of Concord; Jim Levine, Upstream Point Molate.

ATTACHMENTS

Final Draft Guidiville Contract

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF CONTRA COSTA AND
THE GUIDIVILLE BAND OF POMO INDIANS**

This Agreement (“Agreement”) is entered into this ____ day of November, 2009, between the County of Contra Costa, a political subdivision of the State of California (“County”), and the Guidiville Band of Pomo Indians, a federally recognized Indian Tribe that is seeking a reservation within the geographical boundaries of the County of Contra Costa, State of California (“Tribe”). The County and the Tribe shall be collectively referred to as the “Parties.”

RECITALS

A. The Board of Supervisors of the County of Contra Costa and the Tribal Council of the Guidiville Band of Pomo Indians, a sovereign governmental entity, recognize that each is responsible for the welfare of its people and residents.

B. The Tribe has requested that the Bureau of Indian Affairs take into trust approximately 266 acres of the former Naval Fuel Depot Point Molate, on which the Tribe and its developer, Upstream Point Molate LLC, propose to construct new facilities and improve existing facilities to develop a mixed-use tribal destination resort and casino (“Pt. Molate Project”). The proposed Pt. Molate Project site is located in the City of Richmond (“City”), in Contra Costa County, California, north of the San Rafael Bridge along the shoreline of San Francisco Bay. The site is approximately one mile north of Interstate 580, with direct freeway access through Western Drive, a City-owned roadway to the site. An approximately 1,200-foot pier that extends into the San Francisco Bay from the central point of the site will be used as a ferry terminal for workers and visitors to the site.

C. The project site consists of lands formerly and presently owned by the U.S. Navy. The Navy ceased operations on the site on September 30, 1995, and in September 2003 transferred approximately 85 percent of the property to the City pursuant to the Base Realignment and Closure (“BRAC”) process and the City’s 1997 Point Molate Reuse Plan. The Navy prepared an Environmental Impact Statement (EIS) before the transferring of ownership of the project site. The remaining 15 percent of land will be transferred to the City under an agreement between the City and the Navy that provides for the completion of petroleum and other hazardous materials remediation. The final Finding of Suitability for Early Transfer (“FOSET”) and Early Transfer Cooperative Agreement (“ETCA”) were executed on September 8, 2008. The City has entered into a land option and sales contract (“Land Disposition Agreement” or “LDA”) with Upstream Point Molate LLC to be assigned to the Tribe by Upstream Point Molate LLC if the land is to be placed in trust with the United States for the benefit of the Tribe at the time of the LDA closing. If the land is not placed in trust by the United States by the time of the LDA closing, Winehaven Partners LLC may acquire the land at the LDA closing for subsequent placement in trust by the United States prior to development of the Pt. Molate project.

D. The Bureau of Indian Affairs (“BIA”) and the City (“the Lead Agencies”) caused to be prepared a draft Environmental Impact Statement/Environmental Impact Report (“EIS/EIR”) for environmental review of the Pt. Molate Project in accordance with the requirements set forth in the National Environmental Policy Act (NEPA) (42 USC 4321 *et seq.*);

the Council on Environmental Quality (CEQ) Regulations for Implementing NEPA (40 CFR Parts 1500-1508); the BIA's NEPA handbook (59 IAM 3); the California Environmental Quality Act (CEQA); and CEQA Guidelines (California Code of Regulations, Title 14) and City of Richmond's guidelines and procedures for implementation of CEQA (Resolution No. 125-03). The Draft EIS/EIR was published on July 10, 2009.

E. The cooperating agencies to the EIS/EIR are the United States Environmental Protection Agency, the County, and the Tribe (collectively the "Cooperating Agencies"). Public notice was provided pursuant to CEQA and NEPA. After reviewing and addressing all comments to the draft EIS/EIR, the "Final EIS/EIR" will be issued. The Parties, as will be described in greater detail herein, have agreed that the County will inform the State that any tribal-state gaming compact with the Governor of California (the "Compact") requirement for mitigation of off-reservation impacts is satisfied by the issuance of the Final EIS/EIR and that the County will not request, any additional process required by the Compact because such process is not necessary. The Parties agree that no other environmental review document will be produced by the Tribe, the City, or County regarding the Pt. Molate Project after the certification of the Final EIS/EIR, unless a new EIR is required by the City due to material changes to the proposed project over time as defined in the LDA.

F. As part of the LDA, the Tribe is required by the City to enter into a Municipal Services Agreement (MSA) with the Tribe outlining terms for the provision of public services including police, fire, sewer, water, and establishing annual payments to the City in lieu of taxes., Required mitigation measures to mitigate all feasible off-reservation impacts caused by the Pt. Molate Project identified in the Final EIS/EIR will be incorporated into the MSA as a Mitigation, Monitoring, and Reporting Plan ("Mitigation Plan"). The Tribe will comply with all aspects of the MSA and Mitigation Plan and compliance with such Mitigation Plan will be enforceable by the City.

G. In 1988, Congress enacted the Indian Gaming Regulatory Act (P.L. 100-497, codified at 18 U.S.C. § 1166 *et seq.* and 25 U.S.C. § 2701, *et seq.*) ("IGRA") to regulate certain gaming activities on Indian lands in the United States. IGRA provides a regulatory framework for the operation of gaming by Indian tribes as a means, among other things, of promoting tribal economic development, self-sufficiency, and strong tribal government.

H. IGRA makes Class III gaming activities lawful on the lands of federally recognized Indian tribes only if such activities are, among other things, conducted in conformity with a tribal-state compact entered into between the Indian tribe and the state and approved by the Secretary of the Interior.

I. The Tribe anticipates entering into a Compact with the Governor of the State of California to permit the Tribe to conduct Class III gaming activities on its trust lands in compliance with IGRA.

J. The development program for the Pt. Molate project is unique for tribal projects in Northern California in that it includes an array of economic, governmental, cultural, and environmental facilities in the design, and an array of community programs linked to and supported by the project to extend social and community benefits to the citizens of Richmond and Contra Costa County. The Pt. Molate Project includes construction of a destination resort

that, upon full build out, will include up to two hotels totaling approximately 1,075 rooms, 170,000 square feet of business, conference and entertainment facilities, a 124,000 square foot casino gaming floor, 54 luxury accommodation cottages and casitas, a 300,000 square foot retail shopping center, public plazas, pedestrian/bicycle trails, shoreline parks, a tribal park, tribal government offices and cultural facilities, restoration of 34 of the historic buildings located on-site, up to 340 residential units of multi-family housing, and extensive linkages to enhance existing transportation networks including construction of an on-site ferry terminal. The project has employed leading-edge environmental sustainability features in its design, has included an array of educational features throughout the project, and included local employment, job training, and community partnerships that exceed the current standards typically used in development projects in Contra Costa County.

K. Because the Pt.Molate project grew out of a Navy base reuse project, the local and community involvement for this project has been considerable, and is unique for tribal projects in California. There have been extensive local public hearings on the project since 2004, numerous opportunities for community input and involvement, and exhaustive discussion around the scope and layout of the project, potential impacts and benefits, and mitigations and opportunities to enhance the project's surroundings. During the past 5 years, the City of Richmond has held numerous noticed public hearings and considered extensive public input during its selection of the developer for the Pt Molate site, its ratification of the LDA including the project conceptual plan, its negotiation of the MSA, and its initiation and scoping of environmental review in accordance with CEQA with the City as local lead agency. The City has reaffirmed these decisions several times through successive City Councils and City Managers.

L. It is anticipated that the Compact may require the Tribe to negotiate with the County and enter into an agreement with the County to mitigate off-reservation impacts of the Pt. Molate Project (hereinafter "Intergovernmental Agreement"). The Parties agree that this Agreement satisfies the anticipated requirements in the Compact for such an Intergovernmental Agreement with the County. The Parties agree to submit this Agreement without amendment to the State as satisfaction of such anticipated Compact requirement. In the event this Agreement is found by a court of competent jurisdiction to be insufficient for compliance with the Compact, the Parties agree to make only those minimum changes necessary to bring this Agreement into compliance with the Compact. The Parties agree that entering into this Agreement prior to the negotiation and approval of the Compact and any court decision is mutually beneficial.

M. The Parties agree that the MSA and the Mitigation Plan, except for those circumstances to be addressed by this Agreement, will provide sufficient mitigation of all off-reservation impacts of the Pt. Molate Project to the County and City. The off-reservation impacts of the Pt. Molate Project, including impacts to public safety, fire fighters and responders, health, and human services, traffic and other County services, that are County-specific and not covered by the City MSA and Mitigation Plan, are addressed through this Agreement. The County agrees that this Agreement, together with the MSA and Mitigation Plan, adequately mitigates all impacts of the Pt. Molate Project requiring mitigation pursuant to the NEPA, CEQA, and the anticipated Compact. Accordingly, the County and Tribe agree that irrespective of whether a Compact requires the preparation of a Tribal Environmental Impact Report ("TEIR") or any other mitigation of off-reservation impacts for the Pt. Molate Project, the

County hereby agrees that it will not seek mitigation or compensation beyond what is provided within this Agreement and those with the City of Richmond.

N. The County recognizes that once the United States takes into trust the 266 acres of the former Naval Fuel Depot Point Molate lands, then all such lands, although within the geographical boundaries of Contra Costa County, will be subject to Guidiville Band of Pomo Indians' tribal and applicable federal laws and regulatory authority because such lands will be the Tribe's reservation pursuant to a reservation proclamation by the United States. The Tribe recognizes that non-trust lands not located within the boundaries of the Guidiville reservation to be located in Contra Costa County are subject to State law and County and City regulatory authority as applicable.

O. The County and the Tribe recognize that residents of the Tribe's reservation and the residents of Contra Costa County are neighbors with many common concerns and responsibilities over safety, development, and the character of life in Contra Costa County. The County views the Pt. Molate Project as unique, and the Parties understand that the County does not view this Agreement as setting a precedent for the expansion of casino gaming into other areas of the County.

P. The Tribe and the County jointly desire to develop a long term, government-to-government relationship based on mutual respect and in consideration of their respective jurisdiction, laws, regulations, and duties to their citizens.

NOW, THEREFORE, the Parties hereby agree that this Agreement is to satisfy the requirements of NEPA, CEQA, and the anticipated Compact and sets forth (1) the Tribe's obligations in providing feasible "Mitigation Measures" for any "Significant Effect on the Off-Reservation Environment" (as those terms are commonly used in recent gaming compacts, including gaming compacts from 2004 and 2007) attributable to the Pt. Molate Project; (2) the provisions relating to compensation for law enforcement, fire fighters and responders, health, and human services, fire protection, emergency medical services and any other public services to be provided by the County to the Tribe as a consequence of the Pt. Molate Project; (3) provisions providing for reasonable compensation by the Tribe for programs designed to address gambling addiction; (4) provisions providing for mitigation of any effect to the County specifically on public safety attributable to the Pt. Molate Project; and (5) a continued strengthening of the government-to-government relationship between the County and the Tribe; and (6) the Parties agree that amounts to be paid by the Tribe to the County under this Agreement should be credited against any amounts that may be owed to the State of California under the anticipated Compact.

A. MITIGATION MEASURES ASSOCIATED WITH THE PROJECT

In preparing this Agreement and in relation to the contents of the EIS/EIR, the Tribe and the County met over a period of time, including meetings between technical staff, to analyze and discuss the impacts of the Pt. Molate Project on the off-reservation environment and the community generally in Contra Costa County. The Parties agree that implementation of the following mitigation measures, combined with the MSA and Mitigation Plan, completely address the off-reservation impacts of the Pt. Molate Project and as such satisfy any requirements for mitigation of such impacts in the anticipated Compact.

The date that public use commences for the new casino gaming facilities constructed in the Pt. Molate Project (the “Casino”) shall be referred to as the “Pt. Molate Project Start Date.” To allow construction phasing and a smooth opening of public facilities, new tribal governmental buildings, cultural centers, parking structures, tribal housing, and other non-entertainment facilities constructed in the Pt. Molate Project may be used prior to the Pt. Molate Project Start Date.

For payments from Tribe to County under this Agreement that are to be paid annually:

1. First Quarterly Payment Due Date. One fourth of the annual payment amount shall be due on the last day of the calendar quarter in which the Pt. Molate Project Start Date occurs, and the amount shall be prorated if the Pt. Molate Project Start Date occurs on any day other than the first day of that quarter.
2. Subsequent Quarterly Payments. After the end of the first calendar quarter in which the Pt. Molate Project Start Date occurs, subsequent quarterly payments for a given quarter shall be due on the 15th of the second month of the quarter (February 15th, May 15th, August 15th, and November 15th).
3. Consumer Price Index Adjustments. After each anniversary of the “First Quarterly Payment Due Date,” quarterly payments for each subsequent year shall be adjusted commensurate with the previous 12 month change in the Consumer Price Index (not seasonally adjusted) for All Urban Consumers in the “San Francisco-Oakland-San Jose,” area, published by the U.S. Department of Labor (CPI), provided however, that in no event shall the annual increase in the adjustment exceed four percent (4%) per annum, except if the County certifies that its’ average per-employee total compensation costs (including consideration of all benefits for health, retirement, COLAs, step increases and other items that consist of total compensation) exceed 4%, in which case the annual increase in the adjustment shall be allowed up to the lesser of the CPI adjustment that is greater than 4% or such total compensation increase in County employee costs.
3. Final Payment. The final payment shall be prorated to reflect the number of days in the final calendar quarter of casino operation.
4. Change in Payment Date. The Parties to this Agreement may choose to jointly agree to change from quarterly payments to annual payments or any other agreeable schedule. Such agreement shall be in the form of a written amendment to this Agreement.
5. Consolidation of Payments. For payments to County that are due on the same date, Tribe may consolidate those payments into a single payment that equals the total due.

1. Aesthetics

Regarding aesthetics, the Tribe will comply with the mitigation and improvement measures in the Mitigation Monitoring Plan adopted by the City and the Tribe and attached to the MSA when the Final EIS/EIR is certified. Such mitigation will be enforceable by the City pursuant to the terms of the MSA.

2. Air Quality

Regarding air quality, the Tribe will comply with the mitigation and improvement measures in the Mitigation Plan adopted by the City and the Tribe and attached to the MSA when the Final EIS/EIR is certified. Such mitigation will be enforceable by the City, pursuant to the terms of the MSA. In addition, the Final EIS/EIR calls for implementation of Best Management Practices with respect to air discharges. Although significant air emissions are not expected due to the nature of site's uses (hospitality and residential), the Tribe agrees to adopt within six (6) months of enactment by the regulatory agency and to enforce tribal ordinances that mirror any emission limitation legally adopted and implemented by the Bay Area Air Quality Management District "BAAQMD" and California Air Resources Board "CARB." If the Tribe does not adopt or enforce such tribal ordinances, the County may enforce this provision utilizing the Dispute Resolution provisions described herein, and may seek specific performance of this provision to ensure the Tribe adopts such tribal ordinances. Nothing shall prevent the tribe from adopting more stringent air quality standards and practices than identified herein.

3. Hazardous Materials

Regarding hazardous materials, the Tribe will comply with the mitigation and improvement measures in the Mitigation Plan adopted by the City and the Tribe, and attached to the MSA when the Final EIS/EIR is certified. Such mitigation will be enforceable by the City pursuant to the terms of the MSA.

4. Water Resources

Regarding water resources, the Tribe will comply with the mitigation and improvement measures in the Mitigation Plan attached to the MSA when the Final EIS/EIR is certified. Such mitigation will be enforceable by the City pursuant to the MSA.

5. Noise

Regarding noise, the Tribe will comply with the mitigation and improvement measures in the Mitigation Plan attached to the MSA when the Final EIS/EIR is certified. Such mitigation will be enforceable by the City pursuant to the MSA.

6. Traffic/Transportation

The County and the Tribe mutually agree to use the transportation analysis in the EIS/EIR as the basis for estimating required transportation and traffic mitigations for the Pt. Molate Project. The Tribe will comply with the mitigation and improvement measures in the Mitigation Plan adopted by the City and attached to the MSA when the Final EIS/EIR is certified. Such mitigation will be enforceable by the City pursuant to the terms of the MSA and for improvements or mitigations required outside of City limits, by the County. In addition, the

following mitigation measures are expected to reduce the traffic volume generated by the Pt. Molate Project and therefore reduce traffic impacts:

- a) Encourage Use of Buses/Vans for Casino Patrons. The Tribe will seek ways to expand the availability of van/bus/shuttle services for patrons to the Casino/entertainment portion of the Pt. Molate Project, to reduce individual vehicular traffic levels, and where feasible, Tribe will contract with companies that use low-emission vehicles.
- b) Enhancement to County Public Transportation. The Parties acknowledge the various mitigations and project enhancements proposed for the Pt. Molate Project in the EIS/EIR that will enhance public transit options within the County. In particular, the Tribe will provide funds for ferry services to the Pt. Molate Project, BART, and AC Transit linkages. The Tribal funding will help provide multi-modal connections that will benefit general transit accessibility in the west part of the County and region as a whole, and the Parties acknowledge the importance of this Tribal funding because other funding for these agencies is being reduced.
- c) Enhancement to BART Safety. The Tribe will work with the City Police Department, Contra Costa County Sheriff and BART to implement enhanced security at the Richmond BART station, which the Parties agree will be a benefit to County residents and will encourage greater usage of BART facilities in the evenings.
- d) Encourage Casino Employee Carpooling and Mass Transit. The Tribe will encourage Casino employees to carpool, vanpool or rideshare and provide ride-matching services and/or public transit incentives. The goal of these activities is to achieve an average of at least 40% Casino employee participation in carpools, vanpools, ridesharing, or public transit.
- e) County Roads Identified in the Final EIS/EIR – Fair-Share Contribution. The conclusion of the Draft EIS/EIR is that in the short and medium-term (referred to in the EIS/EIR as “current conditions plus project”), all traffic impacts from the Pt. Molate Project are mitigatable to a less than significant impact by implementing the mitigation measures outlined in the EIS/EIR, paid for by the Tribe. In the cumulative year (2025), expected Pt. Molate Project traffic, plus expected traffic increases due to population increases and approximately thirty (30) other expected projects including the potential Sugar Bowl Casino in North Richmond, will all contribute to significant traffic impacts on a number of roadways, including some owned by the County. The Draft EIS/EIR found that these impacts and the required mitigations would be necessary whether or not the Pt. Molate Project is built, but that tribal fair-share funding will help the County achieve several important transportation project goals.

In addition to other EIS/EIR mitigation measures, the Tribe will contribute its fair-share contributions of the capital improvement cost of four potential transportation mitigation/improvement projects along County-owned portions of Richmond Parkway. These projects are defined below:

Project 1 (Mitigation Measure 7-10) Intersection of Richmond Parkway and Gertrude Avenue:

Construct additional southbound and northbound through lanes on Richmond Parkway at the intersection of Gertrude Avenue.

Project 2 (Mitigation Measure 7-11) Intersection of Richmond Parkway and Parr Boulevard:

Re-stripe Richmond Parkway to convert existing northbound and southbound right turn lanes to provide a shared through-right lane in both directions at the intersection of Parr Boulevard.

Project 3 (Mitigation Measure 7-16) Intersection of Richmond Parkway and Goodrick Avenue:

Construct an additional eastbound through lane on Richmond Parkway at the intersection of Goodrick Avenue.

Project 4 (Mitigation Measure 7-17) Intersection of Richmond Parkway and Pittsburg Avenue:

Re-stripe Richmond Parkway to convert the existing northbound right turn lane to provide a shared through-right lane at the intersection of Pittsburg Avenue.

The Tribe's fair-share of these projects will be 20% of the total project cost. "Total Project Cost" is defined as the total cost to implement the project including planning, environmental review, permitting and construction, which costs will be estimated at the receipt of actual construction bids for each project, subject to a "truing" of expenses at the end of each project whereby the Tribe's portion of unspent funds, if any, will be immediately returned to the Tribe. Payment for each project will be made by the Tribe after award of construction bids for that project, and such funds will be retained by the County in a separate project fund established for each project. For projects that are estimated to take more than one year, the Tribe may make annual payments totaling the amount required. If construction on any project has not commenced within one year of such payment, the Tribe may request return of the funds until such time as the project construction commences. It is agreed that maintenance of these roadway segments, intersections and other roadways within the County will be accomplished by the County without payments by the Tribe beyond those outlined in this Agreement.

Nothing in this Agreement requires any specific intersection or roadway or other improvements to be undertaken without full compliance with CEQA and any other applicable laws or regulations. County retains its discretion to approve, disapprove, or modify specific improvements, and the final specification of each project may be amended by the County, in consultation with the Tribe, after completion of CEQA review and incorporation of any applicable mitigation measures or may be rejected by the County as undesirable or infeasible based on such CEQA review. Changes in the project during final specification shall not change the Tribe's aggregate fair share obligation.

- f) Review of County Roadway Sections and Intersections that May Require Improvements in the Future – Re-Opener Clause. The County and the Tribe agree to use the transportation analysis in the EIS/EIR as the basis for estimating required transportation and traffic mitigations for the Pt. Molate Project. However, if the following triggers occur on the County roads and intersections identified in Appendix A:

- A roadway segment or /intersection operating at Level of Service (LOS) A through D in the baseline condition deteriorates to LOS E or F once the Casino opens;
- An intersection already operating at Level of Service (LOS) E or F in the baseline condition experiences an additional 5 seconds of average delay once the Casino opens; or
- A roadway segment already operating at Level of Service (LOS) E or F in the baseline condition experiences an increased V/C ratio of .20 or greater once the Casino opens.

and the County reasonably claims that such changes in Level of Service are beyond the estimates identified in the EIS/EIR and are due to Pt. Molate Project, then the Tribe and County will jointly conduct a traffic study of the applicable roadway segments and intersections at a frequency not greater than once every five (5) years after the Pt. Molate Project Start Date. In this event, the Tribe and County will jointly determine the scope of such study, and the Parties will jointly provide project oversight to the traffic consultants. The Tribe will bear the costs of such study, which will be approved by the Parties upon receipt of consultant bids.

If there is such a change of Level of Service in one of the roadway sections or intersections in the list in Exhibit A identified in such traffic study that is attributable to the Pt. Molate Project, the Tribe will make a fair-share contribution to the cost of any improvements deemed by such study to be necessary and feasible to mitigate such change, following CEQA review and County's compliance with any other application laws and regulation, pursuant to the process as described in Paragraph 6(e). The Tribe's fair-share contributions will be estimated for each such improvement based on the percent of incremental traffic attributed to the Pt Molate project, and the Tribe's payments shall be made at similar milestones as are described in paragraph 6(e).

7. Storm Water and Wastewater Management

Regarding wastewater treatment, the Tribe will comply with the mitigation and improvement measures in the Mitigation Plan adopted by the City and the Tribe and attached to the MSA when the Final EIS/EIR is certified. Such mitigation will be enforceable by the City, pursuant to the terms of the MSA. In addition, the Draft EIS/EIR calls for implementation of Best Management Practices with respect to storm water management, and wastewater control and treatment. The Tribe agrees to adopt within six (6) months of enactment by the regulatory agency and to enforce tribal ordinances that contain the same wastewater limitations legally adopted and implemented by the Regional Water Quality Control Board "RWQCB." If the Tribe does not adopt such tribal ordinances, the County may enforce this provision utilizing the Dispute Resolution provisions described herein, and may seek specific performance of this provision to ensure the Tribe adopts such tribal ordinances in the unlikely event the Tribe fails to comply with this provision. Nothing shall prevent the tribe from adopting more stringent wastewater standards and practices than identified herein.

8. Solid Waste

Regarding solid waste, the Tribe will comply with the mitigation and improvement measures in the Mitigation Plan attached to the MSA when the Final EIS/EIR is certified. Such mitigation will be enforceable by the City pursuant to the terms of the MSA.

9. Security and Law Enforcement

Regarding security and law enforcement, the Tribe will comply with the mitigation and improvement measures in the Mitigation Monitoring Plan adopted by the City and the Tribe and attached to the MSA when the Final EIS/EIR is certified. Such mitigation will be enforceable by the City pursuant to the terms of the MSA. The County agrees that because it will not be providing primary on-site law enforcement response, the only direct off-Reservation law enforcement impacts to the County from the Pt. Molate Project would occur due to arrests arising from the Pt. Molate Project that are processed through the County. Such arrests would impact the County in the areas of Sheriff services, probation services, District Attorney services, Public Defender services, and County jail incarceration.

- a) Security. The Tribe agrees to provide on-site security in the Pt. Molate Project during all hours of operations pursuant to the MSA.
- b) On-Site City Police Department. The Tribe will construct and maintain a City police substation on-site to provide police services to the Pt. Molate Project site pursuant to the MSA.
- c) Incarceration. The Tribe acknowledges that assistance from the County Sheriff may be required from time to time with respect to the incarceration of persons engaged in suspected criminal activity arising from the Pt. Molate Project. Compensation to the County for deputy sheriff support and associated non-labor costs including vehicles associated with the incarceration of individuals is included in the amounts described in Section A.12 (a).
- d) Law Enforcement Responsibilities. While Public Law 280 (18 U.S.C. § 1162), provides that the County and the County Sheriff have concurrent jurisdiction with the Tribe and the City of Richmond over crimes committed on the Tribe's Reservation, the Parties agree that the City of Richmond will have primary response for criminal jurisdiction on that Reservation, in conjunction with the federal government.
- e) County of Contra Costa District Attorney and Criminal Prosecution Caseload, Public Defenders, and Probation. The Tribe acknowledges that the County will incur additional costs with respect to any arrests arising from the Pt. Molate Project. Compensation to the County for such County costs is included in the amounts described in Section A.12 (a).

10. Public Health and Safety

Regarding public health and safety, the Tribe will comply with the mitigation and improvement measures in the Mitigation Plan adopted by the City and the Tribe and attached to the MSA when the Final EIS/EIR is certified. The Parties agree that there could be off-Reservation

impacts to the County in the areas of emergency medical care and County health services and by this Agreement will mitigate the impacts as follows:

- a) Emergency Medical Care. The current MSA with the City of Richmond requires the Tribe to enter into a separate agreement with an ambulance provider. Through this Agreement, the Tribe agrees to contract with the County to provide emergency ambulance service to the Tribe. With respect to emergency visits to the County hospital, Doctors Medical Center, or any other hospital from Pt. Molate Project patrons and employees, the Tribe agrees to reimburse the County for actual costs of uncompensated ambulance service provided to Pt. Molate Project patrons or employees who are transported by the County's designated ambulance provider from the Pt. Molate Project site to the hospital. The Parties agree that reimbursements for any uncompensated emergency health service costs at the medical care facility provided to Pt. Molate Project patrons and employees is included in the compensation paid by the Tribe to the County as described in Section A.12(a) For the purposes of this Agreement, uncompensated costs are the amounts not paid by the patron, or employee, after appropriate billing and follow-up by County personnel, and after insurance billings, and negotiated rates for services have been accounted for. Billings to the Tribe pursuant to this Section 10 will be provided no less than quarterly.

11. Impacts of Problem Gambling

The Tribe will comply with the mitigation and improvement measures in the Mitigation Plan adopted by the City and the Tribe and attached to the MSA when the Final EIS/EIR is certified. Such mitigation will be enforceable by the City pursuant to the terms of the MSA.

In addition, the Tribe agrees to the following:

- a) Tribe's Responsible Gambling Program. Within three (3) months of the Pt. Molate Project Start Date the Tribe shall assure its Casino Manager ("Manager") adopts a comprehensive Responsible Gambling Program ("Program") to support the development of awareness and prevention programs for problem and underage gambling at the Casino. The Manager shall provide a copy of the Program to the County Health Officer for review and comment, and shall consider all comments received, and shall strive to improve the Program on a continuing basis.
- b) Coordination.
 - (1) County and Tribe shall each designate a representative for coordination of the County's Pathological Gambling Treatment Program with the Tribe's Responsible Gambling Program.
 - (2) Within three months of the Pt. Molate Start date, the two representatives shall meet to review opportunities for coordinating and for reviewing the effectiveness of the County's and the Tribe's programs. Additional meetings shall be scheduled quarterly or as determined by the representatives, for the purpose of ongoing coordination and continual improvement of the Parties' programs.

- c) County Social Services for Problem Gambling. The Draft EIS/EIR calls for two (2) health professionals to be employed by the County to treat problem gambling addiction. The County agrees to provide these additional professionals for gambling addiction prevention and treatment. Compensation to the County for County costs related to these professionals is included in the amounts described in Section A.12 (a).
- d) Tribe's Responsible Gambling Program Components. At a minimum, the Tribe's Responsible Gambling Program shall include the following:
- (1) The Casino shall provide information to its guests through signage, pamphlets, and an Internet website that describe the symptoms of problem gambling. Informational brochures shall be available throughout the Casino that discuss how a person knows that he or she has a gambling problem and the ramifications of such a problem in terms of family, friends and social obligations. The brochures shall provide a hotline number that is available to call 24 hours each day, including the Council on Compulsive Gambling of California's 24-hour free and confidential Helpline, which offers problem gamblers and their families' information and referral to self-help and professional services.
 - (2) All appropriate Casino employees shall receive training in the identification of problem gambling. Employees shall offer customers information about available problem gambling resources when signs of problem gambling are evident.
 - (3) The Casino shall maintain a Self-Exclusion Policy whereby patrons may request a halt to casino promotional mailings, check cashing privileges, and player club privileges. A patron may also request to be physically excluded from the Casino. Procedures shall be established that allow problem gamblers to assume the responsibility of excluding themselves from any form of gambling at the Casino. These procedures shall outline the steps involved in the initiation of a Self-Exclusion Form, and provide for the processing and retention of the Self-Exclusion Form, patron's return and patron's reinstatement process.
 - (4) The Casino shall maintain an Involuntary Exclusion Policy whereby a patron may be involuntarily subjected to the same provisions associated with the Self-Exclusion Policy, for purposes of preventing the patron's problem gambling.
 - (5) The Casino shall take special measures to prevent underage gambling including, at a minimum: (a) appropriate signage, detailing the age limit and possible penalties, shall be posted at all Casino entrance points; (b) Casino floor personnel shall be instructed to contact Casino Security when they suspect that a minor is gambling; and (c) Casino Security shall escort the minor from the Casino, and contact the appropriate law enforcement officials when warranted.
 - (6) The Casino shall provide training to all appropriate employees regarding the identification of intoxicated patrons gambling; shall adopt procedures to prohibit intoxicated persons from gambling at the Casino; and shall provide information to intoxicated gambling patrons regarding the dangers of intoxicated gambling, and available counseling and treatment resources.

- f) Support to California Council on Problem Gambling. Tribe shall also provide non-monetary support to the California Council on Problem Gambling, a California nonprofit public benefit corporation that:
- i. Conducts responsible gambling workshops for Casino employees;
 - ii. Staffs a 24 hour/day, 7 days/week “Problem Gambling Help Line” with live professional counselors who can provide first contact crisis intervention;
 - iii. Trains and certifies California Certified Gambling Counselors;
 - iv. Provides information on cost accessible programs for those with compulsive gambling problems; and
 - v. Maintains a “Speakers Bureau” of volunteers to help educate children and adults at schools and community service forums.

12. Compensation to the County

- a) Payments to the County in the Event of Class III Gaming. The Tribe recognizes that the County will incur costs associated with increased off-Reservation social and economic impacts and costs associated with increased public protection activities including costs of the County Sheriff, use of Detention facilities, and the costs of the District Attorney, Public Defender, and probation offices. Additionally, the County will incur costs associated with public health and its department of Employment & Human Services, including uncompensated emergency and medical care. While there are benefits accruing due to general employment increases in the County associated with the Pt. Molate Project, the County will also incur costs for additional expenses as a result of the Pt. Molate Project. In recognition of these costs, the Tribe will pay the County the annual sum of \$12 million, if the Tribe conducts Class III gaming (as defined in the IGRA) at the Casino and as such obtains a Compact from the State of California for public safety, fire fighters and responders, health, and social services related costs, and community benefit payments, commencing with the Pt. Molate Project Start Date, and payable for as long as this Agreement is in effect. Annual payment obligations under this provision will be on the quarterly payment schedule set forth in Section A of this Agreement.

- b) Payments to County - Class II Gaming Only. Tribes are not required to make payments to surrounding governments when only Class II gaming (as defined in the IGRA) is conducted. Nonetheless, the Tribe is willing to make such voluntary payments because of the Tribe's desire to prevent the County from incurring additional expenses as a result of the Pt. Molate Project. During any period in which the Tribe is operating the Casino without a Compact and as such only offers Class II gaming (as defined in the IGRA) as part of the Pt. Molate Project, the annual payments will be reduced to an annual amount equal to 25% of the amount referenced herein above, plus \$3 million, for a total

of \$6 million. With the exception of ambulance reimbursement payments described in Section 10 (a), the County agrees that the annual payments made under this provision shall be the only funding the County shall receive after the Pt. Molate Project Start Date from the Tribe while it conducts only Class II gaming. Annual payments under this provision will be on the quarterly payment schedule set forth in Section A of this Agreement.

(c) Public safety, health, and social services related Response Programs. In return for and as part of the annual payments by the Tribe required by this Section 12, the County will develop and implement a public safety, fire fighters and responders, health, and social services related response program to address the off-Reservation County service impacts that may result from the Pt. Molate Project. Subject to the sole discretion of the County Board of Supervisors, this program will address any or all of the following; increased level of public protection costs of the County Sheriff, fire fighters and responders, the District Attorney, Public Defender, probation or use of Detention facilities; health and social service concerns resulting from the Pt. Molate Project operations; increased demand for emergency response medical services; and increased potential for addiction to gambling.

(d) Uses of Payments Received from the Tribe. Notwithstanding any other provision in this Agreement, the use by the County of payments received from the Tribe pursuant to this Agreement is subject to the sole discretion of the County Board of Supervisors, with the exception of payments received for specific transportation mitigations required under the EIS/EIR or as further required in this Agreement, and the portion of each of the Tribe's annual payments which is designated as part of the community benefit payment to support the County health system as provided in 12 A (e). It is agreed between the Parties that \$7 million of each annual payment by the Tribe required by this Section 12 will be directed by the County for programs and services in West Contra Costa County, and that the remaining portion \$ 5 million will be used for programs and services throughout the County. Of these amounts, it is agreed that for seven years after the date of the first annual payment required by this section 12, (i), \$2 million per year will be directed to help support the County Hospital and clinics and (ii) \$2 million per year for seven years will be directed to health programs and services in West Contra Costa County, including County Clinics and Doctors Medical Center, and (iii) \$ 1 million per year for seven years for additional Deputy Sheriff patrols in the unincorporated areas of West Contra Costa County. Items (ii) and (iii) will be provided out of the \$ 7 million allocated for programs and services in West Contra Costa County. This Section does not apply if the Tribe's annual payments to the County are made pursuant to Section A.12 (b) above.

(e) Advance on Community Benefit Payments. Three advances on the first year's annual payment required by this Section 12 will be made from the Tribe to the County pending completion of project milestones as follows:

- i. \$1 million dollars upon the Tribe's receipt of a final, positive Indian Lands Determination from the United States, approving the Pt. Molate Project site as restored lands for the Tribe and all appeals of and challenges to

such determination being completed and favorably resolved in the Tribe's favor;

- ii. \$1 million dollars upon completion of the land into trust determination process culminating in the United States accepting the Pt. Molate Project site into trust on behalf of Guidiville for gaming purposes, as evidenced by a reservation proclamation by the United States and all appeals and challenges to such land into trust determination being completed and favorably resolved in the Tribe's favor; and
- iii. \$1 million upon the Department of the Interior and the California Legislature's approval of a Compact between the Tribe and the State of California approving Class III gaming at the Pt. Molate Project site.

Regardless of the above, the \$ 1 million dollar payments shall be made no later than the Pt. Molate Project Start Date. Except that if the Tribe cannot obtain a Compact prior to the Pt. Molate Project Start Date, then it shall not have to make the advance under (iii) before the Compact approval. Any payments made under this section will be deducted from the first annual payment(s) required by this Section 12 and due from the Tribe after the Pt. Molate Project Start Date.

(f) Additional Payments to Support County Health System if Credit is Granted Under Compact with the State. In its negotiation of the Compact, the Tribe shall seek for the Compact to provide full credits for all amounts to be paid by the Tribe to the County under this Agreement against the amounts to be paid by the Tribe to the State under the Compact. If, without increasing the amount required to be paid to the State under the Compact to reflect or in any way consider any payment under this Agreement, the State allows for a full credit of all amounts to be paid by Guidiville to the County under this Agreement against payments to be made by the Tribe to the State under the Compact to the County under this Agreement, then the Tribe shall make additional annual payments to the County under this Agreement up to a total of Ten Million Dollars (\$10,000,000) per year for so long as such Compact credit is in full force. These additional payments under this Agreement, if made, shall be used to support capital and operating financial needs of the County Health system, with expenditures by the County roughly split between West Contra Costa County and the County as a whole. The Tribe shall be obligated to make these additional payments only if the full value of the payments to be made to the County under this Agreement is credited against amounts that otherwise would be required to be paid by the Tribe to the State of California under the Compact. Therefore, the County will receive the additional payments contemplated in this subsection only if the Governor of the State of California is willing to give a credit against the amounts due under the Compact for the total of the annual payments described in Section A.12 (a) plus the additional payments contemplated in this subsection.

13. Reopener Provision. At any time after seven years after the Pt. Molate Project Start Date, upon written request by the County but no more frequently than every five years, the Parties shall undertake a joint analysis of the impacts of the Pt. Molate Project on the County's programs described in Section A.12 (b) relative to public safety, fire fighters and responders, health, and

human services and traffic and listed in Section A. (9)-(12). Based on that joint analysis, the County may request that the Tribe renegotiate one or more terms of this Agreement if and only if: (1) there has been a significant change in the off-reservation impact of any of the items described in Section A.12(b) relative to public safety, health, and human services and traffic and listed in Section A.(9)-(12); and (2) that such significant change either materially and adversely impacts the County to the extent that its annual costs exceed the total annual payments received by the County. If the Tribe and the County are not able to resolve such issues through negotiation, the County may proceed to arbitration of such issues under Section E of this Agreement. The results of arbitration as to this specific reopener provision, whether or not such arbitration results in an increase or a decrease of payments from the Tribe to the County will be binding on the Parties.

B. COUNTY JOB DEVELOPMENT

The MSA between the Tribe and City requires the Tribe to hire 40% of its Casino non-management operational employees from the City of Richmond at opening of the Casino. The Tribe will collaborate with the County to develop a project-specific first-source hiring plan, with a goal to source a total of 70%, inclusive of the 40% from the City under the City MSA, of Casino non-management operational employees from within the County at opening of the Casino. Each Party will bear its own costs in development of that plan. The County agrees that the sourcing of jobs from within the County would have significant economic benefits for the County from the direct, indirect, and induced jobs created by the Pt. Molate Project. To help effectuate this goal, the Tribe shall make three equal payments of \$50,000 to the County to pay for staffing at the Employment and Human Services Department, North Richmond Young Adult Empowerment Center concurrently with each of the advances to the County listed in Section 12(e)(i)-(iii).

C. COUNTY SUPPORT OF PROJECT

Based upon the County's review of 1) the Draft EIS/EIR and participation in the EIS/EIR process as a cooperating agency, 2) the details of the proposed Pt. Molate project facilities and programs including: (i) its ability to generate significant employment and economic development where there is a demonstrated great need, (ii) its unique location accessible by Interstate 580, the Richmond-San Rafael Bridge, Ferry Service, and proximity to BART, (iii) and the project's ability to provide community benefits above and beyond the mitigation that would normally be required, (3) the environmental mitigations and project enhancements identified in the Draft EIS/EIR, and 4) compensation related to public safety, fire fighters and responders, health, human services, traffic, job development and community benefits identified in this Agreement, the County will no longer oppose the Pt. Molate project or the Tribe's proposed land acquisition and will cease all efforts to oppose or intervene against the Tribe's project approvals or processes including the "Indian Lands Determination" and "Land into Trust" processes.

The County shall provide documentation, through letters, and/or other communications, that the County no longer opposes the Pt. Molate Project for the reasons stated above and now supports the Pt. Molate Project and its approval.

The County Board of Supervisors shall not authorize nor take any action concerning the Draft or Final EIS/EIR, or any other Pt. Molate Project approvals, excepting those consistent with this Agreement.

D. COMPACT COMPLIANCE

The Parties anticipate that the Compact will include provisions setting forth the Tribe's obligations to mitigate adverse off-reservation impacts of a gaming facility. It is anticipated that those provisions will be substantially similar to the requirements of NEPA and CEQA, with which the Tribe will have already complied. The County supports the current EIR/EIS process, and agrees not to advocate for a different set of analyses to be used to identify impacts and mitigations. The Parties agree that, to the fullest extent, the project EIR/EIS and this intergovernmental agreement will be used to address all off-reservation impacts to the County and to satisfy the mitigation obligations normally required as part of a Tribal-State Compact.

a) Agreement Between the Parties Regarding Compact Compliance.

- i. The Parties agree that the Pt. Molate Project is unique in that, unlike most other tribal projects, the Pt. Molate Project included a full NEPA and CEQA process led by BIA and the City, with the County as a cooperating agency which adequately analyzed all of the effects of the Pt. Molate Project on the off-reservation environment. The Parties agree that compliance with NEPA and CEQA are higher level environmental processes and require stronger commitments than that of a TEIR or similar document that could be required under the Compact process which would only describe the off-reservation impacts.
- ii. The Parties agree that if the Compact requires the Tribe to prepare a TEIR or to satisfy a Compact provision substantially similar thereto, the Final EIS/EIR will be submitted to satisfy the Compact requirements because, as described herein, the Final EIS/EIR will address every issue that would be addressed by a subsequent analyses of off-reservation impacts as required by the anticipated Compact. The County will not request any further analyses and will accept the adoption of the Final EIS/EIR as satisfying the requirements of the Compact. The County further agrees it will not submit comments to any TEIR or other document regarding off-reservation impacts required by the Compact. If the State requires a TEIR or other document substantially similar thereto, the County will not in any manner participate in the process, except the County agrees to provide, in writing, a letter to the Tribe and the State stating the County's support of the Pt. Molate Project and agreeing to the legal sufficiency of the Final EIS/EIR as the TEIR, or other required document substantially similar thereto. As reimbursement to the County for staff time reviewing the EIR and working with the Tribe on the Intergovernmental Agreement, the Tribe will provide \$60,000 to the County to be paid within sixty (60) day of entering into this Agreement.

- iii. The Parties agree that this Intergovernmental Agreement is the intergovernmental agreement between the Tribe and the County that may be required as part by the Tribal-State Compact.

E. DISPUTE RESOLUTION

1. Dispute Resolution Procedures. In an effort to foster good government-government relationships, and to assure that the Tribe is not unreasonably prevented from engaging in activities authorized under the anticipated Compact and benefiting there from, while assuring that the off-reservation environment is not negatively impacted by the construction and operation of the Pt. Molate Project, the County and the Tribe agree to the following:

- a) Arbitration. The Tribe and the County shall make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Disputes between the Tribe and the County shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration of the terms, provisions, and conditions of this Agreement as follows:

- (i) Either Party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the dispute to be resolved.

- (ii) The Parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than ten (10) business days after receipt of the notice, unless both Parties agree in writing to an extension of time.

- (iii) If after thirty (30) days following the “meet and confer” meeting identified above (or such longer period as may be agreed upon), the Parties are unable to resolve a dispute, either Party shall be entitled to send the other Party a written notice of impasse. Thereupon, the Parties shall have an additional ten (10) business days in which to resolve the subject dispute. If the dispute remains unresolved after the end of such 10-day period, then upon the written demand of either Party, the dispute shall be submitted to binding arbitration in accordance with this Section E. The Tribe and the County will submit to any arbitration proceeding as described in this Section E, and consent to the jurisdiction of the Superior Court of County of Contra Costa, State of California, solely for the purposes outlined in this Section E which is for the limited purpose of compelling arbitration in the event either Party refuses to arbitrate any dispute as contemplated herein, and for the enforcement of any decision and collection of any award of the arbitrator as contemplated herein. No other action may be maintained in any court of law and the Tribe does not consent to such. The disputes to be submitted to arbitration shall be limited to claims of breach or violation of this Agreement or to enforce the “Reopener Provision” pursuant to Section A.13. The arbitrator shall issue a written award regarding any disputes submitted to arbitration pursuant to this Agreement, within one hundred and twenty (120) days of the disputes or issues being first submitted to him or her.

- (iv) If the County asserts in writing, and provides the Tribe in such writing with a reasonable basis for such assertion, that the Tribe’s activities with respect to the Pt.

Molate Project are causing an imminent danger to the public health and safety, the Tribe agrees to cease such activity until the imminent danger to public health and safety has been abated. Nothing in this provision shall be cause for County to require the Tribe to discontinue operation of its Class III gaming activities.

(v) It is understood that certain disputes under this Agreement may take an extended period of time to resolve. Accordingly, the Parties agree that a dispute under this Agreement shall be deemed to be resolved, if the Parties meet and confer and develop a mutually satisfactory plan of action to resolve the subject dispute, taking into account the nature of any imminent danger to the public health and safety; provided, however, that nothing in this subsection shall limit the ability of either Party to invoke the provisions of this Section E with respect to any act or omission of the other Party under such plan of action.

- b) Arbitration Rules. Any dispute between the Tribe and the County arising out of or relating to this Agreement, or the breach thereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association or “JAMS Streamlined Arbitration Rules,” depending upon the forum utilized and the party demanding arbitration may select the forum. The arbitration shall be held in San Francisco. Each side shall bear its own costs, attorneys’ fees, and one-half the costs and expenses of the arbitration, unless the arbitrator rules otherwise. The arbitration shall be administered by a single neutral arbitrator, unless the Tribe or the County objects in which case a panel of three arbitrators (one of whom is selected by each Party and a third arbitrator selected by the other two) will be named. The American Arbitration Association or JAMS shall recommend five (5) potential arbitrators from which the arbitrator shall be selected. The Parties shall make an attempt to mutually agree on the Arbitrator, but if the Arbitrator cannot be agreed upon, the Parties shall rank the recommended Arbitrators by order of preference to allow the American Arbitration Association or JAMS to make the best objective selection. The provisions of Section 1283.05 of the California Code of Civil Procedure shall apply; provided however, that no discovery authorized by that section may be conducted without leave of the arbitrator. The award of the arbitrator shall be in writing, give reasons for the decision, and shall be binding on both Parties.

Any Party to an arbitration in which an award has been made pursuant to this Agreement may petition the Contra Costa County Superior Court to confirm the award. The County and the Tribe expressly consent to be sued in such court for the purpose of confirmation of such an arbitration award which may include enforcement of the terms of this Agreement. No other action may be maintained in any court of law against the Tribe hereunder and Tribe does not consent to any such other action.

An arbitration award shall be limited to the purposes of arbitration stated in this Agreement.

(ii) No monetary damages shall be awarded other than those amounts determined to be payable under this Agreement. No additional damages for non-payment of such amounts may be awarded. (Awards may be made by the arbitrator for only such

payments, for injunctive relief, for specific performance, for enforcement of provisions of this Agreement, and for declaratory relief, all in respect only to this Agreement).

(iii) If an award is confirmed, judgment shall be entered in conformity therewith. The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in civil action; and may be enforced like any other judgment of the court in which it is entered.

(iii) In no instance shall the Parties to this Agreement be entitled to consequential damages, punitive damages, or lost profits.

(iv) In no instance shall the Parties be entitled to any award or judgment that would explicitly require Tribe to discontinue operation of its Class III gaming activities.

(v) In any arbitration, and in any court action brought pursuant to this Agreement neither Party shall be entitled to recover attorney fees and costs, except as otherwise provided by law.

- b) c) No Waiver or Preclusion of Other Means of Dispute Resolution. This Section E shall not be construed to waive, limit, or restrict any remedy that is otherwise available to either Party, nor may this Section E be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual written agreement, any other method of dispute resolution, including, but not limited to, mediation or utilization of a technical advisor to the Tribal and any State gaming agencies; provided that neither Party is under any obligation to agree to such alternative method of dispute resolution.

F. CONSENT TO JURISDICTION: LIMITED EXPRESS WAIVER OF SOVEREIGN IMMUNITY

1... The Tribe expressly and irrevocably waives its sovereign immunity from unconsented suit but only for the limited purpose as set forth in this Section F. permitting the commencement, maintenance and enforcement of arbitration by the County as set forth in Section E. Additionally, the Tribe does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies. This waiver shall commence as of the date of execution of this Agreement.

2.. The express waivers and consents provided for under this Section F shall extend only to civil actions authorized by this Agreement, including, but not limited to, actions to compel arbitration, any arbitration proceeding herein, any action to confirm or enforce any judgment or arbitration award as provided herein, and any appellate proceedings emanating from a matter in which an immunity waiver has been granted. Except as stated herein or elsewhere in this Agreement, no other waivers, or consents to be sued, either express or implied, are granted by either Party.

3. Notwithstanding any other provision of this Agreement, the Tribe's waiver of sovereign immunity shall not extend to permit claims against any trust lands or trust property or any assets of the Tribe other than revenues that the Tribe receives from operation of the Pt. Molate Project.

4. The Tribe does not waive any aspect of its sovereign immunity with respect to actions by third parties or actions not arising under this Agreement. This waiver is granted only to, and inures solely to the direct benefit of, the County and not to any other individual or entity. This limited waiver of sovereign immunity shall also not be construed as a waiver of any immunity of any elected or appointed officer, official, member, manager, employee, or agent of Tribe.

G. NOTICES

a) All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Tribe at their respective addresses as follows:

For the Tribe:

Tribal Chair
Guidiville Band of Pomo Indians
P.O. Box 339
Talmage, CA 95481

For the County:

County Administrator
County of Contra Costa
651 Pine St., 10th Floor
Martinez, CA 94553

With a Copy To:

Rosette & Associates, PC
Attn: Little Fawn Boland
525 Market Street, 25th Floor
San Francisco, CA 94105

With a Copy to:

County Counsel
County of Contra Costa
651 Pine St., 10th Floor
Martinez, CA 94553

Black Oak Development
Attn: Michael Derry
P.O. Box 339
Talmage, California 95481

And an additional copy to:

Winehaven Partners LLC
Attn: James D. Levine
1900 Powell Street, 12th Floor
Emeryville, CA 94608

In lieu of written notice to the above addresses, any Party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

To Tribe: Guidiville Band of Pomo Indians, Fax: (707) 462-9183
 Tribal Legal Counsel, Fax: (415) 438-0118
 Winehaven Partners, Fax: (510) 652-2246

To County: Chief Administrative Office, Fax: (925) 646-1353
County Counsel, Fax: (925) 646-1078

Any Party may change the address or facsimile number to which such communications are to be given by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

All notices will be effective upon receipt and will be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

H. LEGAL PROVISIONS

1. Term of Agreement. The term of this Agreement commences on the date of execution and runs concurrently to the expiration of the term of the Compact. The Tribe shall have the right to terminate this Agreement for any reason if the Pt. Molate Project is abandoned or ceases to be open to the public or ceases to conduct gaming at the Pt. Molate Project.

2. No Third Party Beneficiaries. This Agreement including the Section F Waiver of Sovereign Immunity is not intended to, and shall not be construed to, confer a benefit on any third Party or create any right or remedy for a third party to bring an action to enforce any of its terms of this Agreement.

3. Amendments. This Agreement may be amended only by written instrument duly signed and executed by the County and the Tribe.

4. Waiver. The waiver by either Party or any of its officers, agents or employees, or the failure of either Party or any of its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement, unless such waiver is expressly set forth in writing in a document signed and executed by the appropriate authority of the County or of the Tribe.

5. Authorized Representatives. The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Party and to bind their respective Party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Party understand that both Parties are relying on these representations in entering into this Agreement. County's Board of Supervisors has expressly authorized the Chair of the Board of Supervisors to execute this Agreement on behalf of the County.

6. Successors in Interest. The terms of this Agreement will be binding on all successors in interest of each Party.

7. Severability. The provisions of this Agreement are severable, and the adjudicated invalidity of any provision or portion of this Agreement shall not in and of itself affect the validity of any other provision or portion of this Agreement, and the remaining provisions of the

Agreement shall remain in full force and effect. If a court of competent jurisdiction determines that a provision of this Agreement is invalid or unenforceable, then the Parties agree to promptly use good faith efforts to amend this Agreement to reflect the original intent of the Parties in accordance with applicable law. If the Parties are unable to reach agreement regarding such an amendment, the Parties will resolve the dispute in accordance with the Dispute Resolution Section of this Agreement.

8. Construction of Agreement. This Agreement shall be construed and enforced in accordance with the laws of the United States, the Tribe and the State of California, and County ordinances wherein explicitly referenced. The Recitals contained in pages 1 – 4 are part of this Agreement and are incorporated by reference.

9. Force Majeure. In the event of a forced delay in performance by either the Tribe or the County due to causes beyond the reasonable control of that Party, including but not limited to fire, floods, drought, catastrophic weather events or other natural disasters, epidemics, embargoes, war, acts of war (whether or not war is declared), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God, acts or inaction by the other Party its employees or agents, unusual delay in transportation, or unavailability of materials, the time for performance shall be extended for the period of the forced delay.

10. Acknowledgement by County. The County acknowledges and agrees that the matters addressed in this Agreement are the only issues required of the Tribe in connection with the Tribe's development and operation of the Pt. Molate Project.

11. Entire Agreement.

- (a) This Agreement constitutes the entire agreement between the County and the Tribe and supersedes all prior negotiations, representations, or other agreements, whether written or oral.
- (b) In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement.

12. Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above set forth.

TRIBE:

Guidiville Band of Pomo Indians, a
federally recognized Indian Tribe

By:

Merlene Sanchez, Chair

COUNTY:

County of Contra Costa, a political
subdivision of the State of California

By:

Chair of the Board of Supervisors

APPENDIX A

Intersections Subject to Possible Re-examination and Further Study

In North Richmond Area

Market Avenue at Third Street

Chesley Avenue at Third Street

Pittsburg Avenue at Central Avenue

Pittsburg Avenue at Third Street

Goodrick Avenue at Parr Boulevard

Parr Boulevard at Third Street

Brookside Avenue at Third Street

In El Sobrante Area (Intersections Identified by WCCTAC Study)

San Pablo Dam Road at Appian Way

San Pablo Dam Road at El Portal Drive

Impacts to Roadways to be analyzed-

Brookside Drive to Richmond Parkway

Pittsburg Avenue

Parr Boulevard



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 10, 2009

Subject: Application for Grant Funds for the Environmental Enhancement and Mitigation Program for the Vasco Road Safety Improvements Project

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to submit the application for grant funds for the Environmental Enhancement and Mitigation Program under Section 164.56 of the Streets and Highways Code for the Vasco Road Safety Improvements project, East County Area.

FISCAL IMPACT:

There is no fiscal impact to the general fund.

BACKGROUND:

The Legislature of the State of California has enacted AB 471 (Chapter 106 of the Statutes of 1989), which is intended to provide \$10 million annually for a period of 10 years for grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities.

Public Works is preparing to submit an application for grant funds to cover a portion of the environmental measures intended to mitigate the environmental impact of the Vasco Road Safety Improvement project, which is funded in large part

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: Jenna Caldwell,
925-313-2020

cc:

BACKGROUND: (CONT'D)

by the American Recovery and Reinvestment Act (ARRA) funds.

The Natural Resources Agency has established the procedures and criteria for reviewing grant proposals and is required to submit to the California Transportation Commission a list of recommended projects from which the grant recipients will be selected. The procedures and criteria established by the Natural Resources Agency require a resolution certifying the approval of application by the Applicant's governing body before submission of said application to the State.

The application contains assurances that the applicant must comply with and the applicant, if selected, will enter into an agreement with the State of California to carry out the environmental enhancement and mitigation project.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

Resolution No. 2009/521

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2009/521

In the matter of submitting the application for grant funds for the Environmental Enhancement and Mitigation Program under Section 164.56 of the Streets and Highways Code for the Vasco Road Safety Improvements project

WHEREAS, the Legislature of the State of California has enacted AB 471 (Chapter 106 of the Statutes of 1989), which is intended to provide \$10 million annually for a period of 10 years for grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities; and

WHEREAS, the Natural Resources Agency has established the procedures and criteria for reviewing grant proposals and is required to submit to the California Transportation Commission a list of recommended projects from which the grant recipients will be selected; and

WHEREAS, said procedures and criteria established by the Natural Resources Agency require a resolution certifying the approval of application by the Applicant's governing body before submission of said application to the State; and

WHEREAS, the application contains assurances that the Applicant must comply with; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the environmental enhancement and mitigation project;

NOW THEREFORE BE IT RESOLVED, that the Public Works Director, or designee, is authorized to submit an application for the Environmental Enhancement and Mitigation Program for grant assistance; and

FURTHERMORE BE IT RESOLVED, that the said Applicant will make adequate provisions for operation and maintenance of the project; and

Contact: Jenna Caldwell, 925-313-2020

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc:

FURTHERMORE BE IT RESOLVED, that the said Applicant will conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

SIGNED RESOLUTION

Item No. C.1

Date: November 10, 2009

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES: 5
NOES:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2009/521

In the matter of submitting the application for grant funds for the Environmental Enhancement and Mitigation Program under Section 164.56 of the Streets and Highways Code for the Vasco Road Safety Improvements project

WHEREAS, the Legislature of the State of California has enacted AB 471 (Chapter 106 of the Statutes of 1989), which is intended to provide \$10 million annually for a period of 10 years for grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities; and

WHEREAS, the Natural Resources Agency has established the procedures and criteria for reviewing grant proposals and is required to submit to the California Transportation Commission a list of recommended projects from which the grant recipients will be selected; and

WHEREAS, said procedures and criteria established by the Natural Resources Agency require a resolution certifying the approval of application by the Applicant's governing body before submission of said application to the State; and

WHEREAS, the application contains assurances that the Applicant must comply with; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the environmental enhancement and mitigation project;

NOW THEREFORE BE IT RESOLVED, that the Public Works Director, or designee, is authorized to submit an application for the Environmental Enhancement and Mitigation Program for grant assistance; and

FURTHERMORE BE IT RESOLVED, that the said Applicant will make adequate provisions for operation and maintenance of the project; and

Contact: Jenna Caldwell, 925-313-2020

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc:

FURTHERMORE BE IT RESOLVED, that the said Applicant will conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 10, 2009

Subject: Accepting completion of warranty period and release of cash deposit for SD 05-08924

RECOMMENDATION(S):

ADOPT Resolution No. 2009/518 accepting completion of warranty period and release of cash deposit for faithful performance, for SD 05-08924, for project being developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The improvements have met the guarantee performance standards for the warranty period following completion and acceptance of improvements.

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of their cash deposit, the Subdivision Improvement Agreement and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: J. LaRocque (313-2315)

ATTACHMENTS

Resolution No.

2009/518

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2009/518

Accepting completion of warranty period and release of cash deposit for faithful performance, SD 05-08924, for project being developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

On March 13, 2007, this Board resolved that the improvements in SD 05-08924 were completed as provided in the Subdivision Agreement with Windemere BLC Land Company, LLC and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance. NOW THEREFORE BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

- REFUND the \$20,700.00 cash deposit (Auditor's Deposit Permit No. 451038, dated September 12, 2005) plus interest to Windemere BLC Land Company, LLC in accordance with Government Code Section 53079 (if appropriate), Ordinance Code Section 94-4.406, and the subdivision agreement.

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

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement and surety bond, Bond No. 08821661, dated July 14, 2005, issued by Fidelity Deposit Company of Maryland, are exonerated.

Contact: J. LaRocque (313-2315)

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc: D. Favero, Engineering Services, A. Bell, Construction, M. Valdez, M&T Lab, P. Edwards, Engineering Services, I. Bergeron, Mapping Div., C. Sumpter, Current Planning, Department of Conservation and Development, C. Low, City of San Ramon, C. Taylor, Windemere BLC Land Company, LLC,

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 11/10/2009 by the following vote:

AYES: 5
 NOES:
 ABSENT:
 ABSTAIN:
 RECUSE:



Resolution No. 2009/518

Accepting completion of warranty period and release of cash deposit for faithful performance, SD 05-08924, for project being developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

On March 13, 2007, this Board resolved that the improvements in SD 05-08924 were completed as provided in the Subdivision Agreement with Windemere BLC Land Company, LLC and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance. NOW THEREFORE BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

- REFUND the \$20,700.00 cash deposit (Auditor's Deposit Permit No. 451038, dated September 12, 2005) plus interest to Windemere BLC Land Company, LLC in accordance with Government Code Section 53079 (if appropriate), Ordinance Code Section 94-4.406, and the subdivision agreement.

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

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement and surety bond, Bond No. 08821661, dated July 14, 2005, issued by Fidelity Deposit Company of Maryland, are exonerated.

Contact: J. LaRocque (313-2315)

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc: D. Favero, Engineering Services, A. Bell, Construction, M. Valdez, M&T Lab, P. Edwards, Engineering Services, I. Bergeron, Mapping Div., C. Sumpter, Current Planning, Department of Conservation and Development, C. Low, City of San Ramon, C. Taylor, Windemere BLC Land Company, LLC,



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 10, 2009

Subject: Accepting completion of warranty period and release of cash deposit for SD 06-08930

RECOMMENDATION(S):

ADOPT Resolution No. 2009/519 accepting completion of warranty period and release of cash deposit for faithful performance, SD 06-08930, for project being developed by Windemere BLC Land Company, LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The improvements have met the guarantee performance standards for the warranty period following completion and acceptance of improvements.

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of their cash deposit, the Road Improvement Agreement and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: J. LaRocque (313-2315)

ATTACHMENTS

Resolution No.

2009/519

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2009/519

Accepting completion of warranty period and release of cash deposit for faithful performance, SD 06-08930, for project being developed by Windemere BLC Land Company LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

On November 27, 2007, this Board resolved that the road improvements in SD 06-08930 were completed as provided in the Subdivision Agreement with Windemere BLC Land Company, LLC, and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the road improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance. NOW THEREFORE BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

- REFUND the \$11,400.00 cash deposit (Auditor's Deposit Permit No. 466458, dated June 29, 2006) plus interest to Windemere BLC Land Company LLC in accordance with Government Code Section 53079 (if appropriate), Ordinance Code Section 94-4.406, and the subdivision agreement.

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

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement and surety bond, Bond No. SU5020552, dated June 13, 2006, issued by Arch Insurance Company, are exonerated.

Contact: J. LaRocque (313-2315)

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc: D. Favero, Engineering Services,, A. Bell, Construction, Margie Valdez, M&T Lab,, P. Edwards, Engineering Services,, I. Bergeron, Mapping,, . Sumpter, Current Planning, Department of Conservation and Development, C. Low, City of San Ramon, , C. Taylor, Windemere BLC Land Company, LLC,

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES: 5
NOES:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2009/519

Accepting completion of warranty period and release of cash deposit for faithful performance, SD 06-08930, for project being developed by Windemere BLC Land Company LLC, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

On November 27, 2007, this Board resolved that the road improvements in SD 06-08930 were completed as provided in the Subdivision Agreement with Windemere BLC Land Company, LLC, and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the road improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance. NOW THEREFORE BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

• REFUND the \$11,400.00 cash deposit (Auditor's Deposit Permit No. 466458, dated June 29, 2006) plus interest to Windemere BLC Land Company LLC in accordance with Government Code Section 53079 (if appropriate), Ordinance Code Section 94-4.406, and the subdivision agreement.

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

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement and surety bond, Bond No. SU5020552, dated June 13, 2006, issued by Arch Insurance Company, are exonerated.

Contact: J. LaRocque (313-2315)

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc: D. Favero, Engineering Services,, A. Bell, Construction, Margie Valdez, M&T Lab,, P. Edwards/Engineering Services,, I. Bergeron, Mapping,, Sumpter, Current Planning, Department of Conservation and Development, C. Low, City of San Ramon, , C. Taylor, Windemere BLC Land Company, LLC,



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 10, 2009

Subject: Accepting completion of warranty period and release of cash deposit for PA 04-00017

RECOMMENDATION(S):

ADOPT Resolution No. 2009/520 accepting completion of warranty period and release of cash deposit for faithful performance for the Subdivision Agreement (Right-of-Way Landscaping), for PA 04-00017, for project being developed by Shapell Homes, a Division of Shapell Industries Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The landscape improvements have met the guarantee performance standards for the warranty period following completion and acceptance of improvements.

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of their cash deposit, the Subdivision Agreement (Right-of-Way Landscaping) and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: J. LaRocque (313-2315)

ATTACHMENTS

Resolution No.

2009/520

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2009/520

Accepting completion of warranty period and release of cash deposit for faithful performance for the Subdivision Agreement (Right-of-Way Landscaping), PA 04-00017, for project being developed by Shapell Homes, a Division of Shapell Industries Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

On September 23, 2008, this Board resolved that the landscape improvements in PA 04-00017 were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Shapell Homes, a Division of Shapell Industries Inc., a Delaware Corporation, and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance. NOW THEREFORE BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

- REFUND the \$5,200.00 cash deposit (Auditor's Deposit Permit No. 469817, dated August 31, 2006) plus interest to Shapell Homes in accordance with Government Code Section 53079 (if appropriate), Ordinance Code Section 94-4.406, and the subdivision agreement.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No. 929 390 936, dated September 13, 2006, issued by National Fire Insurance Company of Hartford, are exonerated.

Contact: J. LaRocque (313-2315)

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc: D. Favero, Engineering Services, A. Bell, Construction, M. Valdez, M&T Lab, P. Edwards, Engineering Services, C. Sumpter, Current Planning, Department of Conservation and Development, C. Low, City of San Ramon, L. Stritt, Shapell Homes, a Division of Shapell Industries Inc.,

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES: 5
NOES:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2009/520

Accepting completion of warranty period and release of cash deposit for faithful performance for the Subdivision Agreement (Right-of-Way Landscaping), PA 04-00017, for project being developed by Shapell Homes, a Division of Shapell Industries Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area.

On September 23, 2008, this Board resolved that the landscape improvements in PA 04-00017 were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Shapell Homes, a Division of Shapell Industries Inc., a Delaware Corporation, and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance. NOW THEREFORE BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

- REFUND the \$5,200.00 cash deposit (Auditor's Deposit Permit No. 469817, dated August 31, 2006) plus interest to Shapell Homes in accordance with Government Code Section 53079 (if appropriate), Ordinance Code Section 94-4.406, and the subdivision agreement.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No. 929 390 936, dated September 13, 2006, issued by National Fire Insurance Company of Hartford, are exonerated.

Contact: J. LaRocque (313-2315)

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

ATTESTED: November 10, 2009

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

By: , Deputy



cc: D. Favero, Engineering Services, A. Bell, Construction, M. Valdez, M&T Lab, P. Edwards, Engineering Services, C. Sumpter, Current Planning, Department of Conservation and Development, C. Low, City of San Ramon, L. Stritt, Shapell Homes, a Division of Shapell Industries Inc.,



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 10, 2009

Subject: Accepting completion of landscape improvements for RA 05-01206

RECOMMENDATION(S):

ADOPT Resolution No. 2009/522 accepting completion of landscape improvements for Subdivision Agreement (Right-of-Way Landscaping) for RA 05-01206, (cross-reference SD 05-08984), project developed by O'Brien at Pacheco, LLC, as recommended by the Public Works Director, Martinez area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The developer, O'Brien at Pacheco, LLC, has completed the landscape improvements per the Subdivision Agreement, (Right-of-Way Landscaping) and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of landscape improvements will not be accepted and the warranty period will not begin.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: J. LaRocque (313-2315)

ATTACHMENTS

Resolution No. 2009/522

RA 05-01206\Maintenance Bond

Recorded at the request of: **J. LaRocque, Engineering Services**

Return To: **D. Favero, Engineering Services**

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2009/522

Accepting completion of landscape improvements for Subdivision Agreement (Right-of-Way Landscaping) RA 05-01206 (cross-reference SD 05-08984), project developed by O'Brien at Pacheco, LLC, as recommended by the Public Works Director, Martinez area.

These improvements are located along Pacheco Boulevard at Little Valley Road.

The Public Works Director has notified this Board that the Right of Way Landscaping Improvements in RA 05-01206 (cross-reference SD 05-08984) have been completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with O'Brien at Pacheco, LLC, heretofore approved by this Board.

NOW THEREFORE BE IT RESOLVED that the improvements have been COMPLETED as of November 10, 2009 thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement (Right-of-Way Landscaping):

Contact: **J. LaRocque (313-2315)**

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc: D. Favero, Engineering Services, .Bell, Construction, , P. Tehaney, M&T Lab, , I. Bergeron, Mapping, , V. Zayas, Special Districts, Zone 75, , P. Edwards, Engineering Svc.,

DATE OF AGREEMENT NAME OF BANK/SURETY February 27, 2007 International Fidelity Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$43,100.00, Bond No. 0442413 issued by the above surety be RETAINED for the six month lien guarantee period until May 10, 2009, at which time the Clerk of the Board is AUTHORIZED to release the surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that upon acceptance by the Board of Supervisors the developer shall maintain the landscape improvements through the warranty period.

BE IT FURTHER RESOLVED that the beginning of the warranty and maintenance period is hereby established, and the \$1,000.00 cash deposit (Auditor's Deposit Permit No. 476514, dated January 11, 2007) made by O'Brien at Pacheco, LLC, and the performance/maintenance surety substitute for \$12,780.00, Bond No. 0442413(M) issued by International Fidelity Insurance Company be RETAINED pursuant to the requirements of Section 94 4.406 of the Ordinance Code until release by this Board

MAINTENANCE BOND

BOND NO.: 0442413 (M)
Premium included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT we, O'Brien at Pacheco, LLC a California limited liability company, as Principal, and International Fidelity Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of New Jersey and duly licensed to conduct surety business in the State of California, as Surety, are held and firmly bound unto

County of Contra Costa

as Obligee, in the sum of Twelve Thousand Seven Hundred Eighty & 00/100---

(\$ 12,780.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to:

Belmont Terrace Subdivision Improvements

Permit RA-1206 Landscaping Improvements along Right of Way

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of one year following final acceptance of said improvements;

NOW, THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 6th day of October, 2009
YEAR

O'Brien at Pacheco, LLC a California limited liability company Principal

By: The O'Brien Group, a California corporation its Managing Member

By: Cyelli

International Fidelity Insurance Company

BY: Erin Bautista
Erin Bautista, Attorney-in-Fact

ACKNOWLEDGMENT

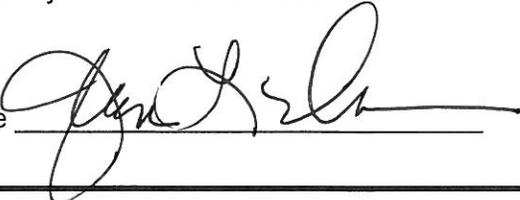
State of California
County of Santa Clara)

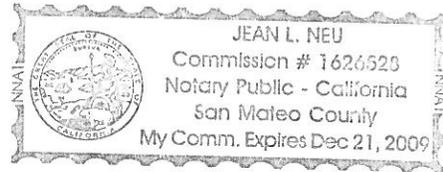
On October 6, 2009 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

BRADLEY N. WRIGHT, B.A. POITEVIN, JEAN L. NEU, ERIN BAUTISTA, CAROL B. HENRY,
BRYAN D. MARTIN, S. NICOLE EVANS

San Jose, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



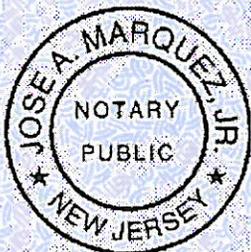
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of October, 2009

Assistant Secretary

**CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT**

State of California
County of San Mateo

On **October 7, 2009** before me, **Catherine Biddle, Notary Public**, personally appeared **Caryn E. Kali** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Catherine Biddle



(Seal)

RECORDED RESOLUTION

Item No. C.5

Date: Nov. 10, 2009



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2009-0269665-00

Friday, NOV 13, 2009 09:52:26
FRE \$0.0011

Ttl Pd \$0.00

Nbr-0000315506
lrc/R9/1-7

Recorded at the request of: J. LaRocque, Engineering Services
Return To: D. Favero, Engineering Services

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES: 5
NOES:
ABSENT:
ABSTAIN:
RECUSE:

Resolution No. 2009/522

Accepting completion of landscape improvements for Subdivision Agreement (Right-of-Way Landscaping) RA 05-01206 (cross-reference SD 05-08984), project developed by O'Brien at Pacheco, LLC, as recommended by the Public Works Director, Martinez area.

These improvements are located along Pacheco Boulevard at Little Valley Road.

The Public Works Director has notified this Board that the Right of Way Landscaping Improvements in RA 05-01206 (cross-reference SD 05-08984) have been completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with O'Brien at Pacheco, LLC, heretofore approved by this Board.

NOW THEREFORE BE IT RESOLVED that the improvements have been COMPLETED as of November 10, 2009 thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement (Right-of-Way Landscaping):

I hereby certify that this 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: J. LaRocque (313-2315)

ATTESTED NOVEMBER 10, 2009
David J. Twa, Clerk of the Board of Supervisors and
County Administrator

By: [Signature] Deputy

cc: D. Favero, Engineering Services, Bell, Construction, P. Tehaney, M&T Lab, I. Bergeron, Mapping, V. Zayas, Special Districts, Zone 75, P. Edwards, Engineering Svc.,

DATE OF AGREEMENT NAME OF BANK/SURETY February 27, 2007 International Fidelity Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$43,100.00, Bond No. 0442413 issued by the above surety be RETAINED for the six month lien guarantee period until May 10, 2009, at which time the Clerk of the Board is AUTHORIZED to release the surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that upon acceptance by the Board of Supervisors the developer shall maintain the landscape improvements through the warranty period.

BE IT FURTHER RESOLVED that the beginning of the warranty and maintenance period is hereby established, and the \$1,000.00 cash deposit (Auditor's Deposit Permit No. 476514, dated January 11, 2007) made by O'Brien at Pacheco, LLC, and the performance/maintenance surety substitute for \$12,780.00, Bond No. 0442413(M) issued by International Fidelity Insurance Company be RETAINED pursuant to the requirements of Section 94 4.406 of the Ordinance Code until release by this Board



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 10, 2009

Subject: Ratify the Public Works Director to fully close a portion of Coventry Road on October 31, 2009

RECOMMENDATION(S):

ADOPT Resolution No. 2009/523 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Coventry Road, on October 31, 2009 from 2:00 pm through 10:00 pm, for the purpose of block party, Kensington area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Applicant shall follow guidelines set forth by the Public Works Department

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: B. Hendry (335-1375)

cc: Bob Hendry, Public Works (APC)

ATTACHMENTS

Resolution No.

2009/523

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2009/523

Ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Coventry Road, on October 31, 2009 from 2:00 pm through 10:00 pm, for the purpose of block party, Kensington area.

RC-09-15

IT IS BY THE BOARD RESOLVED that permission is granted to Eileen McNally to fully close Coventry Road, except for emergency traffic, on October 31, 2009 for the period of 2:00 pm through 10:00 pm, subject to the following conditions:

1. Traffic will be detoured via neighboring streets.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Eileen McNally shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Kensington Police and Fire Protection District

Contact: B. Hendry (335-1375)

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc: Bob Hendry, Public Works (APC)



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 10, 2009

Subject: Approve and Authorize the Public Works Director to close a portion of Danville Boulevard on December 6, 2009

RECOMMENDATION(S):

ADOPT Resolution No. 2009/524 approving and authorizing the Public Works Director, or designee, to partially close a portion of Danville Boulevard, on December 6, 2009 from 4:30 PM through 8:00 PM, for the purpose of annual community holiday tree lighting, Alamo area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/10/2009

APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: B. Hendry (335-1375)

cc: B. Hendry, Public Works (APC)

ATTACHMENTS

Resolution No.

2009/524

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2009/524

Approving and Authorizing the Public Works Director, or designee, to partially close a portion of Danville Boulevard, on December 6, 2009 from 4:30 PM through 8:00 PM, for the purpose of annual community holiday tree lighting, Alamo area.

RC-09-16

IT IS BY THE BOARD RESOLVED that permission is granted to Alamo Chamber of Commerce to partially close Danville Boulevard, except for emergency traffic, on December 6, 2009 for the period of 4:30 PM through 8:00 PM, subject to the following conditions:

1. Traffic will be detoured via adjacent lane.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Alamo Chamber of Commerce shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

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

ATTESTED: November 10, 2009

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

Contact: B. Hendry (335-1375)

By: , Deputy

cc: B. Hendry, Public Works (APC)

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES: 5
NOES:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2009/524

Approving and Authorizing the Public Works Director, or designee, to partially close a portion of Danville Boulevard, on December 6, 2009 from 4:30 PM through 8:00 PM, for the purpose of annual community holiday tree lighting, Alamo area.

RC-09-16

IT IS BY THE BOARD RESOLVED that permission is granted to Alamo Chamber of Commerce to partially close Danville Boulevard, except for emergency traffic, on December 6, 2009 for the period of 4:30 PM through 8:00 PM, subject to the following conditions:

1. Traffic will be detoured via adjacent lane.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Alamo Chamber of Commerce shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

Contact: B. Hendry (335-1375)

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

ATTESTED: November 10, 2009

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

By: , Deputy

cc: B. Hendry, Public Works (APC)



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 10, 2009

Subject: Ratify the Public Works Director to close Vasco Road on October 29, 2009, for completing realignment of Vasco Road

RECOMMENDATION(S):

ADOPT Resolution No. 2009/525 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Vasco Road, on October 29, 2009, 7:00 p.m. through November 2, 2009, 6:00 a.m., for the purpose of completing realignment of Vasco Road between mile post 3.0 and 4.3 within Alameda County, Byron area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

Applicant will not have Board approval for completed road closure.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: EMY L. SHARP, Deputy

Contact: B. Hendry (335-1575)

cc: B. Hendry, Public Works (APC)

ATTACHMENTS

Resolution No.

2009/525

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2009/525

Ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Vasco Road, on October 29, 2009, 7:00pm through November 2, 2009, 6:00am, for the purpose of completing realignment of Vasco Road between mile post 3.0 and 4.3 in Alameda County, Byron area.

RC-09-17

IT IS BY THE BOARD RESOLVED that permission is granted to Alameda County Public Works Agency to fully close Vasco road, except for emergency traffic, on October 29, 2009, 7:00pm through November 2, 2009, 6:00am, subject to the following conditions:

1. Traffic will be detoured in accordance with traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Alameda County Public Works Agency shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

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

ATTESTED: November 10, 2009

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

Contact: B. Hendry (335-1575)

By: , Deputy

cc: B. Hendry, Public Works (APC)

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES: 5
NOES:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2009/525

Ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Vasco Road, on October 29, 2009, 7:00pm through November 2, 2009, 6:00am, for the purpose of completing realignment of Vasco Road between mile post 3.0 and 4.3 in Alameda County, Byron area.

RC-09-17

IT IS BY THE BOARD RESOLVED that permission is granted to Alameda County Public Works Agency to fully close Vasco road, except for emergency traffic, on October 29, 2009, 7:00pm through November 2, 2009, 6:00am, subject to the following conditions:

1. Traffic will be detoured in accordance with traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Alameda County Public Works Agency shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

Contact: B. Hendry (335-1575)

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

ATTESTED: November 10, 2009

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

By: , Deputy

A handwritten signature in black ink, appearing to be "D. Twa", written over the line for the Deputy County Administrator and Clerk of the Board of Supervisors.

cc: B. Hendry, Public Works (APC)



Contra
Costa
County

To: Board of Supervisors
From: Michael J. Lango, General Services Director
Date: November 10, 2009

Subject: Award Contract for New Generators at Fire Station No. 1 in Walnut Creek, Fire Station No. 5 in Pleasant Hill, and Fire Station No. 15 in Lafayette

RECOMMENDATION(S):

1. **DETERMINE** that Fort Bragg Electric Inc., Fort Bragg, ("Fort Bragg") as the lowest responsive and responsible bidder, has documented an adequate good faith effort to comply with the project specifications and requirements of the County's Outreach Program, and **WAIVE** any irregularities in such compliance.
2. **AWARD** a contract in the amount of \$278,090 to Fort Bragg, the lowest responsive and responsible bidder for the subject project, and **AUTHORIZE** the General Services Director, or designee, to execute the contract, including the Base Bid and Additive Alternate 2.
3. **AUTHORIZE** the General Services Director, or designee, to exonerate any bid bond posted by Fort Bragg after execution of the contract.
4. **AUTHORIZE** the General Services Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.
- 5.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

Contact: Mike Lango, (925)
313-7100

By: EMY L. SHARP, Deputy

RECOMMENDATION(S): (CONT'D)

AUTHORIZE the General Services Director, or designee, to order changes or additions to the contract work pursuant to Public Contract Code Section 20142.

6. **DELEGATE**, pursuant to Public Contract Code Section 4114, the Board's functions under Public Contract Code Sections 4107 and 4110, with regards to subletting and subcontracting, to the General Services Director, or designee.

FISCAL IMPACT:

Funding is provided for in the Contra Costa County Fire Protection District's current Fiscal Year 2009-2010 budget.

BACKGROUND:

As essential services facilities, fire stations must be in operation at all times. A major power outage might result in a fire station being without electrical power for several days or weeks. For this reason, emergency electrical power generators are needed.

Over the years, the Fire District has been replacing their existing generators with new diesel driven generators that are capable of delivering 100% of the station's electrical power requirements. With the new, full capacity generators, the fire stations have the potential to be used for additional emergency purposes (e.g., incident command posts, temporary shelters, etc.)

The project plans and specifications were previously filed with and approved by the Board of Supervisors and bids were duly invited from general contractors. Nine bids were received and opened by the General Services Department on October 1, 2009. The lowest bid was determined by the lowest base bid plus alternate 2. Eight out of the nine bids were under the estimate of \$410,000. The bid results are as follows:

<u>BIDDER</u>	<u>BASE BID</u>	<u>ADDITIVE ALTERNATE 1 (not awarded)</u>	<u>ADDITIVE ALTERNATE 2</u>	<u>TOTAL AMOUNT (Base +Alt. 2)</u>
Fort Bragg Electric, Fort Bragg	\$193,270	\$11,400	\$84,820	\$278,090
Alhambra Electric, Inc., Martinez	\$204,000	\$10,550	\$110,550	\$314,550
Vila Construction Co., Richmond	\$219,089	\$7,990	\$93,258	\$312,347
Ray's Electric, Oakland	\$227,400	\$10,200	\$100,100	\$327,500
Mike Brown Electric Company, Cotati	\$242,654	\$8,485	\$109,765	\$352,419
R.A.N. Electric, San Leandro	\$244,900	\$24,000	\$92,000	\$336,900
Reliance Enterprises, Santa Rosa	\$247,343	\$8,550	\$107,206	\$354,549
American Construction & Environmental Services Inc, Brentwood	\$248,333	\$7,333	\$119,833	\$368,166
Lyons Builders, Lafayette	\$326,920	\$7,955	\$168,356	\$495,276

The Base Bid work includes new generators at Fire Stations 5, 205 Boyd Road, Pleasant Hill, and 15, 3338 Mt. Diablo Boulevard, Lafayette. Alternate 2 includes a new generator at Fire Station 1, 1330 Civic Drive, Walnut Creek. Because the low bid is lower than estimated, the Fire District is able to afford generators at all three fire stations.

It is recommended that the Board of Supervisors award the construction contract, including the base bid and alternate 2, in the amount of \$278,090, to the lowest responsive and responsible bidder, Fort Bragg Electric, who has documented an adequate good faith effort to comply with the project specifications and requirements of the County's Outreach program. The general prevailing wages, which shall be the minimum rates paid on this project, are on file with the Clerk of the Board and copies are available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:

If new generators are not installed, a power outage could reduce the full functioning capabilities of the fire stations and possibly result in a loss or disruption of essential emergency services.



Contra
Costa
County

To: Board of Supervisors
From: Silvano B. Marchesi, County Counsel
Date: November 10, 2009

Subject: APPROVE AND AUTHORIZE CONFLICT WAIVER WITH GOLDFARB & LIPMAN LLP

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Counsel, or his designee, to execute on behalf of the County and the Redevelopment Agency, a conflict waiver with Goldfarb & Lipman LLP (“Goldfarb”) that waives (i) an actual conflict of interest that relates to Goldfarb’s representation of the County and other public agencies in a Neighborhood Stabilization Program (NSP) for which grant funds are pending, and (ii) potential conflicts of interest that may exist as a result of Goldfarb’s representation of the County in certain specified matters (including an existing NSP Program) while maintaining attorney/client relationships with public agencies and nonprofit developers with which the County and the Redevelopment Agency carry out affordable housing and redevelopment projects.

FISCAL IMPACT:

There is no negative impact on the General Fund.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: EMY L.SHARP, Deputy

Contact: (925) 335-1800

cc:

BACKGROUND:

Over the years, the County and the Redevelopment Agency have entered into contracts with Goldfarb for specialized services in connection with redevelopment projects and certain affordable housing matters. Because Goldfarb's concentration of work is in affordable housing and redevelopment, it is not uncommon for the firm to have an attorney-client relationship with more than one party to a complicated redevelopment or housing transaction.

Attached is a letter from Goldfarb that describes current projects in which the firm represents the County. The letter also sets forth the attorney-client relationships that could affect the firm's representation of the County.

In the absence of the informed written consent of each client, the California Rules of Professional Conduct prohibit an attorney from representing more than one party in the same transaction. (Rule 3-310 (A), (B), (C), and (E)).

In the absence of the informed written consent of each client, the California Rules of Professional Conduct prohibit an attorney from representing a client in one matter and at the same time representing a second client in a separate matter if the second client's interests in the separate matter are adverse to those of the first client. (Rule 3-310(C)(3))

Staff for the County's Conservation & Development Department and Redevelopment Agency have advised that they do not object to the conflicts and recommend waiver.

A copy of the proposed conflict waiver is attached.

CONSEQUENCE OF NEGATIVE ACTION:

If the conflict waiver is not granted, Goldfarb will not be able to continue to represent all of the entities it represents in these programs. The result would likely be increased costs for the County, other local public entities represented by Goldfarb, and the nonprofit developers represented by Goldfarb.

ATTACHMENTS

Letter from Goldfarb & Lipman
Conflict Waiver

**goldfarb
lipman
attorneys**

1300 Clay Street, Ninth Floor
Oakland, California 94612
510 836-6336

M David Kroot

John T. Nagle

Polly V. Marshall

Lynn Hutchins

Karen M. Tiedemann

Thomas H. Webber

John T. Haygood

Dianne Jackson McLean

Michelle D. Brewer

Jennifer K. Bell

Robert C. Mills

Isabel L. Brown

James T. Diamond, Jr.

Margaret F. Jung

Heather J. Gould

William F. DiCamillo

Juliet E. Cox

Erica Williams Orcharton

Amy DeVaudreuil

Barbara E. Kautz

Luis A. Rodriguez

Xochitl Carrion

Rafael Yoquian

Josh Mukhopadhyay

October 19, 2009

VIA EMAIL

Sharon Anderson, Esq.
Chief Assistant County Counsel
Contra Costa County
County Administration Bldg.
651 Pine St., 9th Floor
Martinez, CA 94553

Re: Joint Representation and Potential Conflicts of Interest
in the Provision of Legal Services to the County

Dear Sharon:

This letter requests the consent of the County of Contra Costa (the "County") to legal representation by Goldfarb & Lipman LLP on various projects in which our law firm will provide joint representation to the County and a nonprofit developer or public agency or in which Goldfarb & Lipman will represent the County in a situation in which our firm has an attorney/client relationship with a nonprofit developer or public agency on another transaction.

Because of the specific nature of our work for the County on affordable housing and redevelopment projects, and because Goldfarb & Lipman's concentration of work is in affordable housing and redevelopment, it is fairly common for us, with the informed consent of all involved, to have attorney/client relationships with more than one party on complicated redevelopment or housing transactions. We have successfully represented the County for over 25 years, including numerous instances in which we may also have represented a local city or redevelopment agency or nonprofit housing developer. We greatly value our relationship with the County, and hope to continue working together for many years to come.

Facsimile

510 836-1035

San Francisco

415 788-6336

Los Angeles

213 627-6336

San Diego

619 239-6336

Goldfarb & Lipman LLP

For your convenience, I have described in Part A below the upcoming transactions for which we are requesting County consent to joint representation. Part B lists projects where we are disclosing attorney/client relationships on other matters.

This letter supplements our letters sent in August of 2003, August of 2004, February of 2006, and March of 2008 requesting County consent to joint representation on other projects, some of which have been completed and some of which are ongoing.

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A. Proposed Joint Representation - Neighborhood Stabilization Program ("NSP").

The County has requested our assistance in the preparation of legal documents and closing loans under the Neighborhood Stabilization Program created by the U.S. Congress under the Housing and Economic Recovery Act of 2008 and the American Recovery and Reinvestment Act of 2009 ("NSP"). We have also been requested to work on NSP-funded activities by Community Housing Development Corporation of North Richmond ("CHDC"), the City of Antioch ("Antioch"), the City of Pittsburg ("Pittsburg") and the City of Richmond ("Richmond"), some of which will be conducted jointly between the County, Antioch, Pittsburg and Richmond as members of a consortium that has applied to the United States Department of Housing and Urban Development for NSP funds under the American Reinvestment and Recovery Act of 2009. The County, Antioch, Richmond, CHDC and possibly Pittsburg, have requested that Goldfarb & Lipman provide joint representation to these entities in their NSP activities.

The basic effect of joint representation in this context is that Goldfarb & Lipman will review, negotiate and prepare many of the County's documents required for the NSP activities, as well as documents requested by Richmond, Antioch, CHDC and possibly Pittsburg for their NSP activities. The parties have also requested that we prepare model legal documents for all parties to use in NSP implementation work, which includes loans to housing developers to acquire, rehabilitate, and sell foreclosed homes, and loans to low and moderate income homeowners to acquire foreclosed homes that have been rehabilitated with NSP funds. It will be our goal to negotiate and prepare documents for the County, Antioch, Richmond and possibly Pittsburg which will be mutually beneficial to the County, CHDC, Antioch, Richmond and Pittsburg. The consequence of such joint representation is that there is likely to be a balancing of interests between the County, CHDC, Antioch, Richmond and Pittsburg.

Please note that it is Goldfarb & Lipman's policy that different attorneys in the firm will work with the different clients in a joint representation situation; no one attorney will work with both represented entities on the same project. However, as attorneys, we are governed by specific rules relating to our representation of clients where we have a financial relationship with more than one party in connection with the same matter. According to Rules 3-310(A), (B), (C), and (E) of the Rules of Professional Conduct of the State Bar of California, we are obligated to disclose certain information and obtain the written consent of both clients in order to represent both clients.

At this point, we feel that we can competently represent the County and the other parties listed above. There are, however, some consequences of joint representation that the County should consider, and for which the advice of independent legal counsel should be sought.

Goldfarb & Lipman cannot maintain any secrets between the County, CHDC, Antioch, Richmond and Pittsburg in connection with the NSP transactions. In other words, anything disclosed by the County, CHDC, Antioch, Richmond and Pittsburg to Goldfarb & Lipman that is relevant and material to the NSP Transactions must be disclosed to the other party. Thus, if you

do not wish something relevant and material disclosed to the other party, you should not disclose it to us.

Additionally, in fulfilling our obligations to provide competent legal services, we may have to disclose to all parties any information that we have obtained from any party in this transaction or any other transaction which may be relevant or material to this joint representation. At this point, we are unaware of any information that would require such disclosure. If we later become aware of any such information, we must once again obtain your written consent before we may disclose such information.

If any actual adverse interest develops among the County, Richmond, Antioch, CHDC or Pittsburg, then we will have to determine whether we can continue our representation. If we decide that the interests are too divergent and that we can no longer provide competent legal representation to each of the respective interests, then we will have to withdraw from representing any party in connection with the NSP Transaction at issue.

Also, with joint representation, the County and the jointly represented client waives the attorney-client privilege. This means that in the event of litigation between the County and another client in connection with a particular transaction, Goldfarb & Lipman could be compelled to testify against a party and cannot maintain confidentiality of information among the County and the other represented parties. Each of the parties would, however, maintain the attorney-client privilege against other parties we are not representing. In the event of such litigation, Goldfarb & Lipman would not represent any party on the litigation.

B. Acknowledgement and Consent of Relationship with Other Parties to a Transaction

There are several other pending transactions in the County where we are not requesting approval of joint representation, but instead we wish to disclose to the County that Goldfarb & Lipman has a client relationship with one of the parties on an unrelated matter. These transactions are described in this Part B.

1. Riverhouse Project, Martinez. The County is intending to renegotiate terms of an existing loan to Riverhouse Associates L.P., where Eden Housing is the managing general partner. While Goldfarb & Lipman has not been requested to work on this project for Eden, we do represent Eden from time to time on other projects; consequently we wish to disclose to the County our relationship with Eden. We are requesting County acknowledgment of this relationship and waiver of any potential conflicts of interest.

2. Berrellesa Palms Senior Housing, Martinez. The County is intending to provide funding for this senior affordable housing project, to be constructed by Resources for Community Development ("RCD"). While Goldfarb & Lipman has not been requested to work on this project for RCD, we do represent RCD on other projects outside of Contra Costa County; consequently, we wish to disclose to the County our relationship with RCD. We are requesting County acknowledgment of this relationship and waiver of any potential conflicts of interest.

3. Valley Vista Senior Housing, San Ramon. The County has requested our services in connection with this 202 senior housing project to be jointly developed by American Baptist Homes of the West ("ABHOW"). ABHOW has a contract with Satellite Housing, Inc. ("Satellite") to develop the project. While Goldfarb & Lipman has not been requested to work on this project for ABHOW or Satellite; we do represent ABHOW and Satellite on other projects outside of Contra Costa County; consequently we wish to disclose to the County our relationship with ABHOW and Satellite. We are requesting County acknowledgment of this relationship and waiver of any potential conflicts of interest.

4. Tice Oaks, Walnut Creek. We have represented the County in connection with County funding of acquisition and rehabilitation on this affordable housing project owned by Mid-Peninsula Housing Coalition ("MPHC"). Goldfarb & Lipman has not worked on this project on behalf of MPHC; however, we have recently been requested to represent MPHC on several projects in other counties. Consequently we wish to disclose to the County our relationship with MPHC. We are requesting County acknowledgment of this relationship and waiver of any potential conflicts of interest.

5. Neighborhood Stabilization Program. As described in Part A, the County has requested our assistance in connection with NSP activities conducted by the County. The City of Walnut Creek ("Walnut Creek"), BRIDGE Housing Corporation ("BRIDGE"), and Habitat for Humanity, East Bay ("Habitat") will also be involved in some of the NSP transactions on which we are representing the County. While Goldfarb & Lipman has not been requested to work on these NSP transactions for the City of Walnut Creek, BRIDGE, or Habitat (and Pittsburg may or may not ask us to represent it on NSP transactions involving the County), we do represent each of these entities in other transactions; consequently we wish to disclose to the County our relationship with Pittsburg, Walnut Creek, BRIDGE and Habitat. We are requesting County acknowledgment of this relationship and waiver of any potential conflicts of interest.

The interests of the County and the public agencies or nonprofit housing developers listed above in Part B of this letter, with respect to the projects listed above, are adverse; thus, there is a potential conflict of interest for Goldfarb & Lipman. At this point, we feel that we can competently represent the County since we are not representing the nonprofit developers or public agencies on these transactions and have no special information from them concerning these transactions. However, if an actual conflict between the County and a nonprofit developer or public agency should arise related to a specific project, and if the issue of dispute is substantially related to the same issue on which we have represented the nonprofit developer or public agency in another transaction, then we would require the additional written consent of the County and the nonprofit developer or public agency before we could continue to represent the County. In addition, if we concluded that we could not competently or adequately represent the County's interests in that situation; we would be obliged to withdraw as counsel for the County. If the County were to become engaged in litigation with any of these entities in connection with the NSP work, we would not represent either party in the litigation.

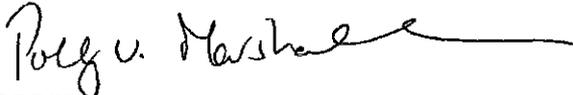
Sharon Anderson, Esq.
October 19, 2009
Page 5

You should thoroughly review and consider the matters discussed in this letter, and perhaps seek independent counsel before providing your consent. If, after such review, you are willing to consent to Goldfarb & Lipman's representation of the County in connection with the transactions listed in Parts A and B of this letter above, please sign and return to us the enclosed copy of this letter acknowledging that the County:

1. Have been advised of Rules 3-310 (A), (B), (C), and (E) with respect to the joint representation of the respective interests described in Part A of this letter, and of the consequences of joint representation, and agree to joint representation in connection with the matters discussed in Part A above; and
2. Have been advised that potential conflicts of interest exist in the matters described in Part B of this letter and has been informed of the possible consequences of these conflicts, and consent to Goldfarb & Lipman's representation of the County in connection with these matters.

If you have any questions regarding this letter, please call me before signing and returning the enclosed copy of this letter.

Sincerely,



POLLY V. MARSHALL

cc: Kara Douglas – Contra Costa County (via U.S. Mail)

CONFLICT WAIVER

1. Goldfarb & Lipman (“Goldfarb”) has apprised the County of Rules 3-310 (A), (B), (C), and (E) with respect to the joint representation of the respective interests described in Part A of the October 19, 2009, letter from Goldfarb to Sharon Anderson, Chief Assistant County Counsel (the “Letter”). In the Letter, Goldfarb also advised the County of the consequences of such joint representation. By Board action of November ____, 2009, the County and the Redevelopment Agency agreed to the joint representation discussed in Part A of the Letter.

2. Goldfarb has apprised the County of Rule 3-310 (C)(3) with respect to the potential conflicts of interest that exist concerning the matters described in Part B of the Letter. In the Letter, Goldfarb also informed the County of the possible consequences of the conflicts. By Board action of November ____, 2009, until an actual conflict of interest arises, the County and the Redevelopment Agency consented to Goldfarb’s representation of the County in connection with the matters discussed in Part B of the Letter.

The County understands that it has the right to seek independent counsel before signing this consent or at any future time.

Dated: _____

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

and

CONTRA COSTA COUNTY REDEVELOPMENT
AGENCY, a public body, corporate and politic

SILVANO B. MARCHESI, COUNTY COUNSEL

By: _____
Sharon L. Anderson
Chief Assistant County Counsel



Contra
Costa
County

To: Board of Supervisors
From: Clerk of the Board
Date: November 10, 2009

Subject: CLAIMS FOR NOVEMBER 10, 2009

RECOMMENDATION(S):

DENY claims by D'Angelo Boone; and Joel Uribe.

FISCAL IMPACT:

BACKGROUND:

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: EMY L. SHARP, Deputy

Contact: 335-1900

cc:



Contra
Costa
County

To: Board of Supervisors
From: Clerk of the Board
Date: November 10, 2009

Subject: OCTOBER 2009 BOARD OF SUPERVISORS MEETING MINUTES

RECOMMENDATION(S):

APPROVE minutes for the October 2009 as on file with the Clerk of the Board.

FISCAL IMPACT:

BACKGROUND:

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: EMY L. SHARP, Deputy

Contact: 335-1900

cc:

C.12

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

Adopted this Order November 10, 2009 by the following vote:

**AYES: SUPERVISORS GIOIA, UILKEMA, PIEPHO,
GLOVER, AND BONILLA.**

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

SUBJECT: Board Proceedings during the Month November, 2009.

IT IS BY THE BOARD ORDERED that the reading of the minutes of the proceedings of this Board for the month of November, 2009 are WAIVED, and said minutes are APPROVED as written.

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

ATTESTED: November 10, 2009

David Twa

Clerk of the Board of Supervisors and County -
Administrator

BY: , Deputy
Deputy



Contra
Costa
County

To: Board of Supervisors
From: Clerk of the Board
Date: November 10, 2009

Subject: Board Member Reports for September, October 2009

RECOMMENDATION(S):

APPROVE Board Member reports for September and October 2009.

FISCAL IMPACT:

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: EMY L. SHARP, Deputy

Contact: 335-1900

cc:

ATTACHMENTS

GIOIA SEPT 09

UILKEMA SEPT
09

PIEPHO OCT 09

UILKEMA OCT 09

BONILLA OCT 09

GLOVER OCT 09

Supervisor John Gioia

September - 2009 Monthly Meeting Report

<u>Date</u>	<u>Meeting Name</u>	<u>Location</u>	<u>Purpose</u>
2	El Sobrante MAC Subcommittee on Crime	El Sobrante	Regular Meeting
8	Board of Supervisors	Martinez	Special Meeting
9	Farm 2 Table Committee	Richmond	Program Development
9	El Sobrante MAC	El Sobrante	Presentation
12	N. Richmond Specific Plan	Richmond	Community Meeting
14	Board of Supervisors	Martinez	Finance Committee
14	Board of Supervisors	Martinez	Public Protection Cmt
15	Board of Supervisors	Martinez	Regular Meeting
22	Board of Supervisors	Martinez	Regular Meeting
25	Regional Airport Planning Cmt	Oakland	Member
26	Montalvin Manor Amnesty Program	Richmond	Town Hall Meeting
30	Contra Costa Re-entry Initiative Planning Meeting	Richmond	Organize/Develop
30	N. Richmond Conflict Resolution w/ Las Deltas/Bella Flora	Richmond	Meeting

County Administration Building
651 Pine Street, Room 108A
Martinez, CA 94553

Supervisor Gayle B. Uilkema
Contra Costa County Board of Supervisors District Two



Voice: 925-335-1046
Fax: 925-335-1076
Email: gayle@bos.cccounty.us

September 2009 Monthly Meeting Report

DATE	DESTINATION	AGENCY	PURPOSE
8	Lafayette	CCCTA	Operations & Scheduling
8	Lafayette	District 2	Applicant interview
8	Lafayette	SEIU	County Issues
8	Martinez	BOS	Special Meeting
9	Martinez	CHP	Update on current status
9	Martinez	LAFCO	Regular Meeting
10	San Francisco	BAAQMD	Climate Protection
10	Lafayette	CCCFPD	Meet w/ interim Fire Chief
10	Lafayette	DA's office	Meet w/ District Attorney
11	Martinez	CCHP/JCC	Regular Meeting
14	Martinez	Cooperative Extension	District 2 issues
14	Lafayette	SWAT	Regular meeting
15	Martinez	BOS	Regular meeting
16	San Francisco	BAAQMD	Board of Directors
17	Concord	CCCTA	Board of Directors
17	Martinez	Community Consortium	Meet w/Director
17	Oakland	ABAG	Exec Board Meeting
18	Oakland	BAAQMD	Joint Policy Committee Meeting
18	Lafayette	LAFCO	Fire District issues
19	Martinez	District 2	Alcohol & Drug Recovery Walk Speaking Event
21	Martinez	BOS	Internal Operations Committee
21	Martinez	County Issues	Meet w/ County Administrator
21	Martinez	BOS	Family & Human Services Committee
22	Martinez	BOS	Regular Meeting
23	Lafayette	Farm Bureau Representatives	Issues in Ag. industry
24	San Francisco	BAAQMD	Executive Committee
24	Walnut Creek	CCCSWA	Board of Directors
28	Martinez	Meet w/ Community Development	Martinez office
29	Lafayette	District 2	Fall Prevention Seminar
30	Martinez	District 2	Martinez Rotary Speaking event
30	Martinez	District 2	Applicant interview
30	Martinez	County Budget Issues	P-Doc

Supervisor Mary Nejedly Piepho - August 2009 AB1234 Report

Date	Meeting Name	Location	Purpose
3	Speaking Event, EB Regional Park 75th Anniversary	Martinez	Community Outreach
5	Editorial Board Pre-Meeting	Stockton	Community Outreach
5	Editorial Board w/ Stockton Record	Stockton	Community Outreach
5	Senator Steinberg Meeting	Sacramento	Business Meeting
6	BOS Meeting	Martinez	Business Meeting
7	Contra Costa Times Interview	Walnut Creek	Community Outreach
7	Meeting with Constituent	Danville	Community Outreach
7	Meeting with Constituent	Danville	Community Outreach
7	Meeting with Constituent	Danville	Community Outreach
7	Meeting with Constituent	Danville	Community Outreach
7	Meeting with Constituent	Danville	Community Outreach
7	Meeting with Constituent	Danville	Community Outreach
7	Meeting with Constituent	Danville	Community Outreach
8	Speaking Event, Calif Foundation on the Environment and the Economy Rountable	Sonoma	Community Outreach
9	Calif Foundation on the Environment and the Economy Rountable	Sonoma	Community Outreach
13	BOS Meeting	Martinez	Business Meeting
14	Hazmat Meeting	Martinez	Business Meeting
14	DB Community Center Meeting	Martinez	Community Outreach
14	LAFCO Meeting	Martinez	Business Meeting
15	Delta 6 Meeting	Brentwood	Business Meeting
15	PDOCC Update	Danville	Business Meeting
18	BALT 5th Annual harvest Celebration	Walnut Creek	Community Outreach
19	Internal Ops Committee Meeting	Martinez	Business Meeting
19	TWIC Meeting	Martinez	Business Meeting
19	Meeting with Constituent	Martinez	Business Meeting
19	Delta 5 Meeting	Sacramento	Business Meeting
19	Senator Wolk Reception	Sacramento	Business Meeting
20	BOS Meeting	Martinez	Business Meeting
20	Meeting with David Twa	Martinez	Business Meeting
21	Speaking Event, Water Forum on the Delta, Contra Costa Council	Pleasant Hill	Community Outreach
21	Meeting Constituent	Brentwood	Community Outreach
21	Meeting Constituent	Brentwood	Community Outreach
21	Meeting Constituent	Brentwood	Community Outreach
22	Meeting Constituent	Concord	Community Outreach
22	STAND (against domestic violence) Event	Concord	Community Outreach
23	Meeting Constituent	Brentwood	Community Outreach
26	Delta 5 Meeting	Sacramento	Business Meeting
25	Delta Water Hearing	Sacramento	Community Outreach
27	BOS Meeting	Martinez	Business Meeting
27	Meeting with Silvano Marchesi	Martinez	Business Meeting

27	CAL LAFCO Conference	Yosemite	Business Meeting
28	CAL LAFCO Conference	Yosemite	Business Meeting
29	CAL LAFCO Conference	Yosemite	Business Meeting
30	CAL LAFCO Conference	Yosemite	Business Meeting

County Administration Building
651 Pine Street, Room 108A
Martinez, CA 94553

Voice: 925-335-1046
Fax: 925-335-1076
Email: gayle@bos.cccounty.us

Supervisor Gayle B. Uilkema

Contra Costa County Board of Supervisors District Two



October 2009 Monthly Meeting Report

DATE	DESTINATION	AGENCY	PURPOSE
1	Walnut Creek	CCC Solid Waste Authority	Finance Committee Meeting
2	Lafayette	CCC Transportation Authority	Operations & Scheduling Committee
2	Lafayette	Lafayette Veteran's, Constiuent	Update, BOS contract
5	San Francisco	BAAQMD	Mobile Source
6	Martinez	Board of Supervisors	Regular Meeting
7	San Francisco	BAAQMD	Board of Directors
7	Martinez	LAFCO	Fire Committee
7	Concord	CCTA	Alternate/Board of Directors
8	San Francisco	BAAQMD	Climate Protection
9	Lafayette	Home Builders Assoc	BAAQMD/CEQA Review
9	Lafayette	Fire Commission	Applicant issues
10	Rossmoor	Kaiser Clinic	Flu Shots Kaiser
13	Martinez	Board of Supervisors	Regular Meeting
14	Martinez	LAFCO	Regular Meeting
15	Concord	CCC Transportation Authority	Board Meeting
18	Orinda	Comm. Emergency Resp. Team	Practice Drill
19	Martinez	Board of Supervisors	Internal Operations Committee
19	Martinez	Firefighters	Budget Issues
19	Martinez	Board of Supervisors	Family & Human Services Committee
20	Martinez	Board of Supervisors	Regular Meeting
20	Walnut Creek	Meals On Wheels	Recognition event
21	Lafayette	Conoco-Phillips	Rodeo update
21	Concord	CCTA	Alternate
22	Concord	STAND!	Luncheon
26	San Francisco	BAAQMD	Port Emissions
26	Rossmoor	Creekside Project	Groundbreaking
26	Martinez	Martinez School Board Meeting	Recognition for Las Juntas Elementary project
27	Martinez	Board of Supervisors	Regular Meeting
28	Yosemite	LAFCO	CALAFCO Conference
29	Yosemite	LAFCO	CALAFCO Conference
30	Yosemite	LAFCO	CALAFCO Conference

Supervisor Susan Bonilla
October, 2009

DATE	MEETING NAME	LOCATION	PURPOSE
10/2/2009	Caltrans Director Reception	Concord	Community outreach
10/5/2009	First Five Commission	Concord	Regional children's issues
10/6/2009	Board of Supervisors	Martinez	Decisions on agenda items
10/13/2009	Board of Supervisors	Martinez	Decisions on agenda items
10/19/2009	George Miller Center Tour	Concord	review of county program
10/20/2009	Board of Supervisors	Martinez	Decisions on agenda items
10/21/2009	Contra Costa Transit Authority	Pleasant Hill	Regional transportation issues
10/21/2009	Pinole Shores HOA	Concord	discussion of planned project
10/22/2009	One Hundred Club	Concord	Community outreach
10/26/2009	Federal Audit of Head Start	Concord	Mandated audit of Head Start
10/29/2009	Assistance League	Walnut Creek	Community outreach

Meeting Attendance Report

Government Code Section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc).

The following report on meetings attended by Supervisor Federal D. Glover during the month of October, 2009 is submitted in compliance with the requirement.

<u>Date</u>	<u>Meeting Name</u>	<u>Location</u>	<u>Purpose</u>
<u>10/01/09</u>	Mayors Conference	Oakley	Monthly
<u>10/06/09</u>	Board of Supervisors	Martinez	Weekly
<u>10/19/09</u>	TWIC Comm. Mtg	Martinez	Monthly
<u>10/19/09</u>	Family & Human Comm	Martinez	Monthly
<u>10/20/09</u>	Board of Supervisors	Martinez	Weekly
<u>10/22/09</u>	ABAG Fall Assembly	San Francisco	Bi-Annual
<u>10/27/09</u>	Board of Supervisors	Martinez	Weekly



Contra
Costa
County

To: Board of Supervisors
From: SUPERVISOR SUSAN A. BONILLA
Date: November 10, 2009

Subject: LAUNCHING THE 2009 "CONTRA COSTA COUNTY CARES" HOLIDAY FOOD FIGHT

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: KATE SIBLEY (925)
335-1032

cc:

ATTACHMENTS

Resolution No.

2009/507

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

In the matter of:

Resolution No. 2009/507

LAUNCHING THE 2009 “CONTRA COSTA COUNTY CARES” HOLIDAY FOOD FIGHT

WHEREAS, due to loss of employment and economic hardship food insecurity and hunger are a growing concern, even more than in past years, in this County and in the State of California; and
WHEREAS, the Food Bank of Contra Costa and Solano, which originated as a Contra Costa County effort, works heroically on the front line of the effort to address this issue, providing food directly and through countless agencies to well over 76,000 Contra Costa County residents this year, an increase of at least 40% over two years ago; and

WHEREAS, approximately 7,000 employees of Contra Costa County, in virtually every department, have since 2002 been holding this annual drive to serve the residents of Contra Costa County who are in need of a helping hand, and have in that time span raised a grand total of \$364, 303; and

WHEREAS, the County of Contra Costa is again challenging Solano County to participate in the “Counties Care” friendly “food fight” to compete for possession of the Big Apple Trophy in 2010; and

WHEREAS, the 2009 Contra Costa County fund/food drive will take place between November 23 and December 25, 2008; and

WHEREAS, this year’s challenge will chart success in numbers of meals provided per employee dollars contributed during the 2009 holiday season to the Food Bank of Contra Costa and Solano; and

WHEREAS, the County employees encourage the public to participate by donating funds, food and volunteer energy to the Food Bank of Contra Costa and Solano online in a corresponding “people-to-people” challenge between the counties;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Contra Costa County hereby commends, encourages, and challenges employees and residents of Contra Costa and Solano counties to open their hearts and wallets to assist the Food Bank of Contra Costa and Solano and its client organizations during the coming holiday season; and BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County hereby officially continues the annual challenge with Solano County and kicks off the 2009 “Counties Care Friendly Food Fight”; and BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County hereby encourages all citizens of Contra Costa and Solano counties to extend the generous holiday spirit throughout the year to help those less fortunate.

SUSAN A. BONILLA

Chair,
District IV Supervisor

JOHN GIOIA
District I Supervisor

GAYLE B. UILKEMA
District II Supervisor

MARY N. PIEPHO
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: November 10, 2009

David J. Twa,

By: _____, Deputy

*The Board of Supervisors of PR 2
of
Contra Costa County, California C.14*

In the Matter of

RESOLUTION NO. 2009/507

LAUNCHING THE 2009 "CONTRA COSTA COUNTY CARES" HOLIDAY FOOD FIGHT

WHEREAS, due to loss of employment and economic hardship food insecurity and hunger are a growing concern, even more than in past years, in this County and in the State of California; and

WHEREAS, the Food Bank of Contra Costa and Solano, which originated as a Contra Costa County effort, works heroically on the front line of the effort to address this issue, providing food directly and through countless agencies to well over 76,000 Contra Costa County residents this year, an increase of at least 40% over two years ago; and

WHEREAS, approximately 7,000 employees of Contra Costa County, in virtually every department, have since 2002 been holding this annual drive to serve the residents of Contra Costa County who are in need of a helping hand, and have in that time span raised a grand total of \$364, 303; and

WHEREAS, the County of Contra Costa is again challenging Solano County to participate in the "Counties Care" friendly "food fight" to compete for possession of the Big Apple Trophy in 2010; and

WHEREAS, the 2009 Contra Costa County fund/food drive will take place between November 23 and December 25, 2008; and

WHEREAS, this year's challenge will chart success in numbers of meals provided per employee dollars contributed during the 2009 holiday season to the Food Bank of Contra Costa and Solano; and

WHEREAS, the County employees encourage the public to participate by donating funds, food and volunteer energy to the Food Bank of Contra Costa and Solano online in a corresponding "people-to-people" challenge between the counties;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Contra Costa County hereby commends, encourages, and challenges employees and residents of Contra Costa and Solano counties to open their hearts and wallets to assist the Food Bank of Contra Costa and Solano and its client organizations during the coming holiday season; and

BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County hereby officially continues the annual challenge with Solano County and kicks off the 2009 "Counties Care Friendly Food Fight"; and

BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County hereby encourages all citizens of Contra Costa and Solano counties to extend the generous holiday spirit throughout the year to help those less fortunate.

PASSED by unanimous vote of the Contra Costa County Board of Supervisors on this 10th day of November 2009.

Susan A. Bonilla

SUSAN A. BONILLA

Chair

District IV Supervisor

John Gioia
JOHN GIOIA
District I Supervisor

Gayle B. Uilkema
GAYLE B. UILKEMA
District II Supervisor

Mary N. Piepho
MARY N. PIEPHO
District III Supervisor

Federal D. Glover
FEDERAL D. GLOVER
District V Supervisor



Witness my hand and the Seal of the Board of Supervisors affixed on this 10th day of November 2009.

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

By: *Katherine Sinclair*, Deputy

RESOLUTION NO. 2009/507



Contra
Costa
County

To: Board of Supervisors
From: Susan A. Bonilla, District IV Supervisor
Date: November 10, 2009

Subject: Recognizing the VA Northern California Health Care System

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Suzette Adkins 521-7100

cc:

ATTACHMENTS

Resolution No.

2009/509

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

**In the matter of:
honoring the VA Northern California Health Care System.**

Resolution No. 2009/509

WHEREAS, the history of this nation has been shaped by the brave men and women who have served in our nation's Armed Forces by making great personal sacrifices in order to defend our freedom and safeguard our democracy; and
WHEREAS, the impact of the physical, mental and emotional injuries of these veterans continue for years afterward to affect them, their families, and their communities; and
WHEREAS, the U. S. Department of Veteran's Affairs Veterans Health Administration has been dedicated to the treatment of those who have served in our Armed Forces; and
WHEREAS, the VA Northern California Health Care System provides comprehensive medical care and treatment to the veterans of northern California to include Contra Costa County; and
WHEREAS, the VA Martinez Outpatient Clinic has provided outstanding medical care to the veterans of our county for almost a half century;
NOW, THEREFORE, be it resolved that the Board of Supervisors of Contra Costa County does hereby recognize the VA Northern California Health Care System and the Martinez Outpatient Clinic for providing world class quality medical care to those men and women of our county who have answered our nation's call to duty on Veterans' Day, Wednesday, November 11, 2009.

SUSAN A. BONILLA
Chair,
District IV Supervisor

JOHN GIOIA
District I Supervisor

GAYLE B. UILKEMA
District II Supervisor

MARY N. PIEPHO
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: November 10, 2009

David J. Twa,

By: _____, Deputy

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

PR. 1
or
C.15

In the Matter of

RESOLUTION NO. 2009/509

Honoring the VA Northern California Health Care System

WHEREAS, the history of this nation has been shaped by the brave men and women who have served in our nation's Armed Forces by making great personal sacrifices in order to defend our freedom and safeguard our democracy; and

WHEREAS, the impact of the physical, mental and emotional injuries of these veterans continue for years afterward to affect them, their families, and their communities; and

WHEREAS, the U. S. Department of Veteran's Affairs Veterans Health Administration has been dedicated to the treatment of those who have served in our Armed Forces; and

WHEREAS, the VA Northern California Health Care System provides comprehensive medical care and treatment to the veterans of northern California to include Contra Costa County; and

WHEREAS, the VA Martinez Outpatient Clinic has provided outstanding medical care to the veterans of our county for almost a half century;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize the VA Northern California Health Care System and the Martinez Outpatient Clinic for providing world class quality medical care to those men and women of our county who have answered our nation's call to duty on Veterans' Day, Wednesday, November 11, 2009.

PASSED by a unanimous vote of the Supervisors present this 10th day of November 2009.

Susan A. Bonilla
SUSAN A. BONILLA

Chair
District IV Supervisor

John Gioia
JOHN GIOIA

District I Supervisor

Gayle B. Uilkema
GAYLE B. UILKEMA

District II Supervisor

Mary N. Piepho
MARY N. PIEPHO

District III Supervisor

Federal D. Glover
FEDERAL D. GLOVER

District V Supervisor



Witness my hand and the Seal of the Board of Supervisors affixed on this 10th day of November 2009.

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

By: *Katherine Suckow*, Deputy

RESOLUTION NO. 2009/509



Contra
Costa
County

To: Board of Supervisors
From: Federal D. Glover, District V Supervisor
Date: November 10, 2009

Subject: Recognizing Gudio Novero for Forty Years of Volunteer Service

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Lynn Reichard 68138

cc:

ATTACHMENTS

Resolution No.

2009/514

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

In the matter of:

Resolution No. 2009/514

Recognizing Gudio Novero for Forty Years of Volunteer Service to the Contra Costa County Knightsen 4-H Program

WHEREAS, Gudio Novero is a Oakley resident and has volunteered to the youth of the Contra Costa County 4-h Program for the past forty years; and

WHEREAS, Mr. Novero started as a volunteer in 1968-1969 when his oldest daughter started in the program and has continued his service as a volunteer through the years seeing his other children and now his grandchildren through the program; and

WHEREAS, during the past forty years he has been the Sheep Leader and in the most recent year has served at the Horticulture Leader for the Knightsen 4-H program; and

WHEREAS, in 1987 Mr. Novero started the Knightsen Youth Association and developed a scholarship program for youth in the community and continues with that to this day; and

WHEREAS, he has served as a chaperon, resource leader and numerous other positions within the 4-H program during these years; and

WHEREAS, on November 14, 2009 Mr. Novero will be recognized at the Annual Knightsen 4-H Achievement Night for is passionate service to the youth in the community.

the Board of Supervisors of Contra Costa County, hereby extends this Certificate of Recognition to Gudio Novero and congratulations on the receipt of acknowledgment at 4-H Annual Achievement Night , and best wishes for many more productive years.

SUSAN A. BONILLA

Chair,
District IV Supervisor

JOHN GIOIA

District I Supervisor

GAYLE B. UILKEMA

District II Supervisor

MARY N. PIEPHO

District III Supervisor

FEDERAL D. GLOVER

District V Supervisor

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

ATTESTED: November 10, 2009

David J. Twa,

By: _____, Deputy

The Board of Supervisors of C.116
Contra Costa County, California

In the Matter of

RESOLUTION NO. 2009/514

Recognizing Gudio Novero for 40 Years of Volunteer Service
to the Contra Costa County Knightsen 4-H Program

WHEREAS, Gudio Novero is a Oakley resident and has volunteered to the youth of the Contra Costa County 4-H Program for the past forty years; and

WHEREAS, Mr. Novero started as a volunteer in 1968-1969 when his oldest daughter started in the program and has continued his service as a volunteer through the years seeing his other children and now his grandchildren through the program; and

WHEREAS, during the past forty years he has been the Sheep Leader and in the most recent year has served at the Horticulture Leader for the Knightsen 4-H program; and

WHEREAS, in 1987 Mr. Novero started the Knightsen Youth Association and developed a scholarship program for youth in the community and continues with that to this day; and

WHEREAS, he has served as a chaperon, resource leader and numerous other positions within the 4-H program during these years; and

WHEREAS, on November 14, 2009 Mr. Novero will be recognized at the Annual Knightsen 4-H Achievement Night for is passionate service to the youth in the community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County hereby congratulates Gudio Novero on the receipt of acknowledgment at 4-H Annual Achievement Night, and extends its best wishes for many more productive years.

PASSED by a unanimous vote of the Supervisors present this 10th day of November 2009.

Susan A. Bonilla

SUSAN A. BONILLA

Chair

District IV Supervisor

John Gioia

JOHN GIOIA

District I Supervisor

Gayle B. Uilkema

GAYLE B. UILKEMA

District II Supervisor

Mary N. Piepho

MARY N. PIEPHO

District III Supervisor

Federal D. Glover

FEDERAL D. GLOVER

District V Supervisor



Witness my hand and the Seal of the Board of Supervisors
affixed on this 10th day of November 2009.

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

By: *Katharine Sinclair* Deputy



Contra
Costa
County

To: Board of Supervisors
From: Stephen L. Weir, Clerk-Recorder
Date: November 10, 2009

Subject: APPROVE AND AUTHORIZE a contract with AtPac, Inc. for a Clerk-Recorder Imaging and Information System

RECOMMENDATION(S):

APPROVE AND AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract with AtPac, Inc. in an amount not to exceed \$663,076 for upgrade, maintenance and related professional support of the Clerk-Recorder Imaging and Information System (CRiIS) for thr period July 1, 2009 through June 30, 2011.

FISCAL IMPACT:

No impact to county general fund. The Clerk-Recorder will use dedicated (restricted use) funds to pay for the project, as well as ongoing costs related to it.

BACKGROUND:

The Clerk-Recorder Department is dedicated to using technology to maximize operations. Contra Costa's Clerk-Recorder Department has been a frontrunner for many technology advances across the state. This is because we try to select the best technology available to help us perform our primary duties.

AtPac was the first choice when we conducted the RFP

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Barbara Chambers
335-7919

cc:

BACKGROUND: (CONT'D)

for a new recording system. They continue to be a leader in Clerk-Recorder offices throughout the state.

The CRiiS system automates many of our processes using an integrated set of electronic modules, each that perform a particular function. For example, recorded documents move through the entire recording process electronically; they are examined, then recorded, cashiered, imaged, indexed, verified and archived online. This process will allow the Clerk-Recorder division to begin to electronically accept documents for recordation in the near future (an electronic recording module is one of the upgrades included in this new contract).

CONSEQUENCE OF NEGATIVE ACTION:

The Clerk-Recorder is mandated to provide certain services to the public and other agencies. Failure to approve this contract will cause the Clerk-Recorder division to be unable to fulfill their duties. Some functions the Clerk-Recorder division performs can be done in other places (marriage licenses, wedding, copies of vital records). If Contra Costa did not provide the services, customers would go elsewhere (other counties or to the State) and Contra Costa would lose important revenue.

ATTACHMENTS

Sole Source AtPac

SOLE SOURCE JUSTIFICATION

- 1.** Why was the particular product and/ or vendor selected?

The Vendor (AtPac) was originally selected by the County RFP process. This is a new contract to encompass all the modules and additions that we have obtained over the years into one contract.

- 2.** What are the unique performance factors of the selected product/services?

This is a proprietary system that we use to operate our day to day critical functions for the major Clerk-Recorder tasks such as cashiering, recording, issuing marriage licenses, filing fictitious business name statements, indexing, scanning, and redaction. This is the ongoing licensing and support for our mandated and critical office functions.

- 3.** Why are these specific factors required?

As this is a proprietary system, no other company can access or support the system.

- 4.** What other products/ services have been examined and rejected?

At the time of the original RFP, there were about six responses. This company was recommended by the RFP committee at that time. Recorder Administration staff consistently looks at demonstrations of other systems and feels this is still the best solution for Contra Costa County.

- 5.** Why are other sources providing like goods or services unacceptable?

Proprietary system. Many modules integrate with each other to provide the full range of services. No other company can access or support this system.



Contra
Costa
County

To: Board of Supervisors
From: Mary N. Piepho, District III Supervisor
Date: November 10, 2009

Subject: RECOGNIZING JOYCE JOHNSON HAMILTON AND HER 30 YEARS WITH

RECOMMENDATION(S):

RECOGNIZING JOYCE JOHNSON HAMILTON AND HER 30 YEARS WITH
THE DIABLO SYMPHONY ORCHESTRA

FISCAL IMPACT:

None

BACKGROUND:

None

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Marion Murphy,
925-820-8683

cc:

ATTACHMENTS

Resolution No.

2009/529

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

In the matter of:

Resolution No. 2009/529

RECOGNIZING JOYCE JOHNSON HAMILTON AND HER 30 YEARS WITH THE DIABLO SYMPHONY ORCHESTRA

WHEREAS, the Diablo Symphony Orchestra, the oldest community orchestra in Contra Costa County, is commencing its 47th season with concerts at the Leshner Center for the Arts, and presenting a Conductor's Recognition Concert on November 15, 2009; and

WHEREAS, the occasion marks the 30th year that Joyce Johnson Hamilton has served as the orchestra's music director and conductor, a profession historically dominated by men; and

WHEREAS, Joyce Johnson Hamilton is one of only 41 women to hold the music director-conductor title among some 1,000 symphony orchestras in the United States; and

WHEREAS, she has been the inspiration that established the Diablo Symphony Orchestra as a major cultural and artistic asset in Contra Costa County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors recognizes the talents and stature of Joyce Johnson Hamilton and the positive impact of her work in her many artistic endeavors and salutes all those who are contributing to this celebration.

SUSAN A. BONILLA

Chair,
District IV Supervisor

JOHN GIOIA

District I Supervisor

GAYLE B. UILKEMA

District II Supervisor

MARY N. PIEPHO

District III Supervisor

FEDERAL D. GLOVER

District V Supervisor

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

ATTESTED: November 10, 2009

David J. Twa,

By: _____, Deputy

*The Board of Supervisors of C.18
Contra Costa County, California*

**In the matter of recognizing Joyce Johnson
Hamilton and her 30 years with the Diablo
Symphony Orchestra**

RESOLUTION NO. 2009/529

WHEREAS, the Diablo Symphony Orchestra, the oldest community orchestra in Contra Costa County, is commencing its 47th season with concerts at the Leshner Center for the Arts, and presenting a Conductor's Recognition Concert on November 15, 2009; and

WHEREAS, the occasion marks the 30th year that Joyce Johnson Hamilton has served as the orchestra's music director and conductor, a profession historically dominated by men; and

WHEREAS, Joyce Johnson Hamilton is one of only 41 women to hold the music director-conductor title among some 1,000 symphony orchestras in the United States; and

WHEREAS, she has been the inspiration that established the Diablo Symphony Orchestra as a major cultural and artistic asset in Contra Costa County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors recognizes the talents and stature of Joyce Johnson Hamilton and the positive impact of her work in her many artistic endeavors, and salutes all those who are contributing to this celebration.

*PASSED by a unanimous vote of the Board of Supervisors members
present this 10th day of November 2009.*

Susan A. Bonilla

SUSAN A. BONILLA
Chair
District IV Supervisor

John Gioia

JOHN GIOIA
District I Supervisor

Gayle B. Uilkema

GAYLE B. UILKEMA
District II Supervisor

Mary N. Piepho

MARY N. PIEPHO
District III Supervisor

Federal D. Glover

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: November 10, 2009

DAVID TWA, Clerk of the Board of Supervisors and
County Administrator

By *Katherine Sinclair* Deputy



Introduced by Supervisor Mary N. Piepho



Contra
Costa
County

To: Board of Supervisors
From: Warren Rupf, Sheriff-Coroner
Date: November 10, 2009

Subject: ADOPT ORDINANCE 2009-31

RECOMMENDATION(S):

ADOPT Ordinance No. 2009-31, as introduced on November 3, 2009, authorizing an increase in the number of tables permitted in a cardroom to nineteen tables.

FISCAL IMPACT:

The increase in the number of tables permitted in a cardroom is expected to result in additional revenue. Under Section 52-3.320(a) of the County Ordinance Code, cardrooms that were existing and operational before December 30, 1995 pay a fee of \$500 per table, and all other cardrooms pay a fee of thirteen and one-half percent (13.5%) of the total monthly gross revenue. Any cardroom that increases the number of tables will pay additional fees as described above.

BACKGROUND:

Currently, by county Ordinance, the number of cardroom tables allowed in a cardroom is limited to sixteen for ordinary operations and nineteen for tournaments and special events. Business and Professions Code section 19961.05 authorizes a county to amend its ordinance to

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: Eileen Devlin, 335-1557

cc:

BACKGROUND: (CONT'D)

increase the number of cardroom tables. Pursuant to Business and Professions Code section 19961.1, the California Department of Justice, Division of Gambling Control, has reviewed and approved the proposed ordinance amendment, which allows a cardroom to have as many as nineteen tables.

ATTACHMENTS

Ordinance 2009-31

ORDINANCE NO. 2009-31

CARDROOMS

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

SECTION I. SUMMARY. This ordinance amends the County Ordinance Code to increase the number of tables allowed in a cardroom to nineteen tables.

SECTION II. Subsection (c) of Section 52-3.509 of the County Ordinance Code is amended to read:

(c) Tables. No cardroom shall have more than nineteen tables. (Ords. 2009-31 § 2, 98-28, 82-44, 1506, 1458: § 52-2.416 in part: prior code § 5213).

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

PASSED on _____, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

Board Chair

By: _____
Deputy

[SEAL]

EMM/mm
H:\Ordinances\Cardrooms\Ord. 19 tables.doc

ORDINANCE NO. 2009-31

CARDROOMS

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

SECTION I. SUMMARY. This ordinance amends the County Ordinance Code to increase the number of tables allowed in a cardroom to nineteen tables.

SECTION II. Subsection (c) of Section 52-3.509 of the County Ordinance Code is amended to read:

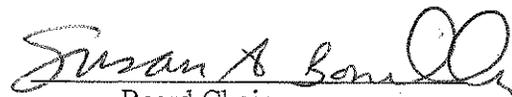
(c) Tables. No cardroom shall have more than nineteen tables. (Ords. 2009-31§ 2, 98-28, 82-44, 1506, 1458: § 52-2.416 in part: prior code § 5213).

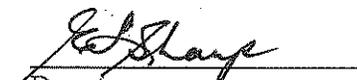
SECTION III. EFFECTIVE DATE. This ordinance shall be effective 30 days after passage, and within 15 days of passage shall be published once with the names of the supervisors voting for and against it in the Contra Costa Times, a newspaper published in this County.

PASSED on NOVEMBER 10, 2009, by the following vote:

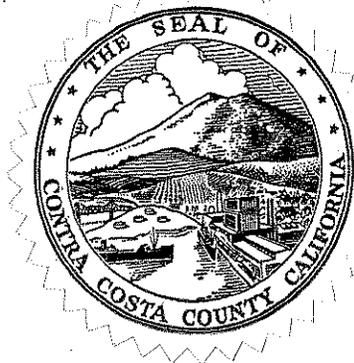
AYES: SUPERVISORS GIOIA, UILKEMA, PIEPHO, GLOVER AND BONILLA
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

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


Board Chair

By: 
Deputy

EMM/mm
H:\Ordinances\Cardrooms\Ord. 19 tables.doc





"CCT Legals"
<cctlegals@bayareanewsgr
up.com>
11/10/2009 04:14 PM

To "Emelda Sharp" <EShar@cob.cccounty.us>
cc
bcc
Subject RE: Adoption of Ordinance No. 2009-31

ad#3315050

Aris Garcia
Legal Advertising Coordinator
Bay Area News Group
925-943-8019
925-943-8359-Fax

From: Emelda Sharp [mailto:EShar@cob.cccounty.us]
Sent: Tuesday, November 10, 2009 4:09 PM
To: cctlegals@cctimes._com
Subject: Adoption of Ordinance No. 2009-31

Dear Aris,

Please publish the above Adoption of Ordinance No. 2009-31 in your Contra Costa Times, on November 16, 2009, under our Ref. No. 2282.

(See attached file: ADOPTION OF ORDINANCE NO. 2009-31.doc)

Contra Costa Times
651 Pine Street, Rm. 106
Martinez, CA 94553
925-335-1900
925-335-1903
Fax No. 925-335-1913

Emelda L. Sharp
Clerk of the Board



C.19
NOVEMBER 10, 2009

LEGAL PUBLICATION REQUISITION

Contra Costa County

FROM: Clerk of the Board
651 Pine St., Room 106
Pine Street, Martinez 94553

TO: Contra Costa Times
P.O. Box 4718
Walnut Creek, CA 94596
E-MAIL: cctlegals@cctimes.com
FAX No. 925-943-8359

Requested by: EMY L. SHARP _____

Date: NOVEMBER 10, 2009 _____

Phone No.: 925-335-1903 _____

Reference No.: 2282 _____

Org.: _____ **Sub Object:** _____

Task: _____ **Activity:** _____

Publication Date (s) NOVEMBER 16, 2009 _____

No. of Pages: _____

LEGAL PUBLICATION ADOPTION OF ORDINANCE NO. 2009-31 - CARDROOMS

e - mail

***** Immediately upon expiration of publication, ***
send in one affidavit for each publication in
order that the auditor may be authorized to pay you bill.**

Authorized Signature: _____

Please confirm date of publication and receipt of this fax.



Contra
Costa
County

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: November 10, 2009

Subject: Reappointment of Workforce Development Board Members

RECOMMENDATION(S):

APPOINT the following individuals to the seats indicated on the Workforce Development Board, with a term ending June 30, 2013, as recommended by the County Administrator:

Nominee	Address	Seat
Pam Aguilar		

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Janet Gricius, Deputy

Contact: 925.313.1648

cc: Linda Chandler, Michael Roetzer, Earl Maciel

RECOMMENDATION(S): (CONT'D)

CCC Central Labor Council
1333 Pine St., Ste. E,
Martinez, CA 94553

John Montague

Labor #1

City of Concord
1950 Parkside Dr. Economic
M/S 1B, Concord, Development #1
CA 94596

April Treese

OPUS
Communications
5510 Southbrook Business #4
Drive
Clayton, CA 94517

Bob Brewer

Goodwill Industries
of the Greater Bay Community
Area Based
1301 30th Avenue Organization #1
Oakland, CA 94601

Bart Gilbert

Contra Costa
Veterans Community
Foundation, 2290 Based
Willow Pass Road, Organization #2
Concord, CA 94520

Tom Waller

Business Growth
Solutions
118 Mesa Court Business #6
Hercules, CA
94547

Yolanda Vega

SF BART
300 Lakeside Dr., Business #7
FL 20
Oakland, CA 94612

Gretchen Medel

Office Tech
Staffing
1210 Central Blvd., Business #9
Ste., 119
Brentwood, CA
94513

Tony DeVenuta

Cyberspace
Technologies
International
1007 Oak Hill Business #17
Road, Sutie E
Lafayette, CA
94549

Pete Murray

Contra Costa
Electric, Inc.
825 Howe Road Business #18
Martinez, CA
94553

FISCAL IMPACT:

None

BACKGROUND:

The Workforce Investment Act (WIA) and the State Workforce Investment Board (SWIB) set membership standards for local Workforce Development Boards (WDBs).

The Workforce Development Board works with a broad range of businesses, education groups, labor organizations, public agencies, and community-based organizations to recruit qualified nominees for appointment/reappointment to the Board. All nominees meet the strict criteria set forth in the Workforce Investment Act.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

WDB Reappointments



MEMORANDUM

DATE: October 19, 2009

TO: Clerk of the Board

FROM: Linda Chandler, Strategic Planner, Workforce Development Board

C: Joe Valentine

SUBJECT: Update on Board Membership

The following members of the Workforce Development Board are actively engaged in the work of the Board and we request that their memberships be renewed for an additional four (4) years as per our Bylaws. Their terms will then terminate June 30, 2013. We very much appreciate their contribution to the Board and their continued investment in this critical work.

The following members are up for renewal:

Pam Aguilar- Labor #1
John Montague- Econ Dev- #1
April Treese- Business # 4
Bart Gilbert-CBO # 2
Yolanda Vega- Business #7
Gretchen Medel- Business # 9
Tony DeVenuta- Business # 17
Pete Murray- Business # 18
Tom Waller- Business # 6
David Miller- Business # 12
Bob Brewer- CBO # 1

Should you have specific questions or require more information, please contact me directly. At (925) 602-6811.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2009

Subject: Appointment to the Contra Costa Commission for Women

RECOMMENDATION(S):

Appoint Sean Duckworth to the At Large Seat 11 on the Contra Costa Commission for Women for a term ending February 28, 2012, as recommended by the County Administrator.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Contra Costa Commission for Women was formed to educate the community and advise the Contra Costa County Board of Supervisors and other entities on the issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged.

The Committee consists of 25 members and one alternate, including:

- Five district representatives; (one from each supervisorial; districts)
- Twenty at large

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Julie Enea, Deputy

Contact: Dorothy Sansoe,
925-335-1009

cc:

BACKGROUND: (CONT'D)

members; and

- One at large alternate.

The five district representatives are nominated for a three year term by each other the five members of the Board of Supervisors. The twenty at large members and one at large alternate are nominated by the CCCW membership committee and forwarded to the full CCCW. All nominated appointments to the CCCW are reviewed by the Internal Operations Committee (IOC) and referred to the Board of Supervisors for approval. CCCW terms are for three years and they are staggered across the membership. A current CCCW roster, as of January 15, 2008, is attached for your information (Attachment A).

Current Status of Appointments

The CCCW has been recruiting applicants on an ongoing basis to fill the vacant seats. A press release was distributed to major news media in the County and posted on County bulletin boards. The Commission received two applications and invited all applicants to be interviewed. On October 20, 2009, the CCCW membership committee interviewed one applicant. The committee assessed the applicant based on the following criteria:

- Familiarity with and understanding of the diverse issues facing women in the county
- Specific experience, knowledge or interest in women's issues in the county
- The potential to expand the CCCW's experience and capacity to develop recommendations for the activities of the Commission
- Potential for conflicts of interest
- Diversity with respect to ethnic background, gender, and geographic representation

The membership committee unanimously approved the above recommendation for a new appointment.

As of October 21, 2009 there are 11 at large vacancies, the at large alternate seat and the District I seat is vacant. These vacancies have the following terms:

At Large #14, #15, 20

February 28, 2011

At Large #12, #16, 17, Alternate February 28, 2012

At Large #3, #9, #10, #18, District I February 28. 2010

If the appointment recommended in this memorandum are ultimately approved, one seat would be filled. The vacancies remaining after approval would be ten at large seats, one alternate and the District I.

At Large #12, #16, 17, Alternate February 28, 2012

At Large #3, #9, #10, #18, District 1 February 28. 2010

At Large #14, #15, #20 February 28, 2011

Since May 2004, the CCCW has had extremely limited staff support and no budget provided by the County. However, the CCCW membership committee is continuing its recruiting efforts and plans to fill the remaining vacancies within the next few months.

ATTACHMENTS

Application and Resume



ROSTER
October 21, 2009

SEAT	NAME	TERM EXPIRATION	OFFICERS
District I	Vacant	02/28/2010	
District II	Dianne Dunlap	02/28/2010	
District III	Tracy Fraas	02/28/2010	1 st Vice Chair/Secretary
District IV	Carlyn Obringer	02/28/2012	Co-Chair
District V	Argentina Davila-Luevano	02/28/2011	
At Large 1	Ana Marie Bustos	02/28/2011	2 nd Vice Chair
At Large 2	Joan E. Conley	02/28/2010	Historian
At Large 3	Vacant	02/28/2010	
At Large 4	Sara Mendoza	02/28/2011	
At Large 5	Cecilia Valdez	02/28/2010	
At Large 6	Marie McDonald	02/28/2012	
At Large 7	Hazel L. Wetherford	02/28/2011	Co-Chair
At Large 8	Charlotte Standefer, M.D.	02/28/2010	Treasurer
At Large 9	Vacant	02/28/2010	
At Large 10	Vacant	02/28/2010	
At Large 11	Vacant	02/28/2012	
At Large 12	Vacant	02/28/2012	
At Large 13	Terri Lieder	02/28/2011	
At Large 14	Vacant	02/28/2011	
At Large 15	Vacant	02/28/2011	
At Large 16	Vacant	02/28/2012	
At Large 17	Vacant	02/28/2012	
At Large 18	Vacant	02/28/2010	
At Large 19	Phyllis Gordon	02/28/2011	
At Large 20	Vacant	02/28/2011	
At Large Alternate	Vacant	02/28/2012	

Contra Costa Commission for Women

P.O. Box 6695

Concord, CA 94520

womenscommission@gmail.com

www.womenscommission.com

Commissioner Application

Name: Sean Duckworth

Address: 3107 Pinole Valley Road

Home Phone: 510-223-8284 Work Phone: 510-685-4669

Fax Number: N/A

Email: rebelsenator@gmail.com

Occupation: Student

Present Employment: N/A

Education: High School Graduate, Class of 2009

Professional and Fraternal Memberships (including any offices held):

Currently N/A

How did you hear about the CCCW?

I was looking at Supervisor Gayle Uilkema's newsletter, and I noticed that there was a brief blurb about the CCCW, and it piqued my interest, which prompted me to do more research about the Commission.

1. What experience, if any, do you have with county commissions?

I have never served on a county commission. However, I have served on several committees and commissions for the City of Pinole. I am currently serving on the Economic Development and Housing Advisory Committee for the City of Pinole, as the Vice Chair. I served five terms, one as Chair, of the Pinole Youth Commission. I served as the Youth Member to the Pinole Citizens Safety Committee, and I was the Youth Commission Representative to the Board of Directors for the Pinole Youth Foundation. I am also now an Adult Advisor to the Pinole Youth Commission.

2. Do you have any experience/skills in any of the following areas?

- | | | |
|-------------------------------------|--|---|
| <input type="checkbox"/> Law | <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Community Services |
| <input type="checkbox"/> Accounting | <input type="checkbox"/> Health | <input type="checkbox"/> Graphic Arts |

- Education Fundraising Public Relations
 Finance Computer Human Services
 Other:

3. Please give details as to your area of expertise.

I served as the Government Operations At Local Levels Director for the California Association of Student Councils Region 4, meaning that I was a lobbyist for youth issues, in addition to my work on the Commissions and Committees for the City of Pinole. This involved my going to Sacramento for the 2008 Student Advisory Board on Education and the 2009 Student Advisory Board on Legislation and Education, helping to write proposals for the State Legislature to read and adopt. Also, as a part of

4. Do you serve on any Board of Directors/Trustees? If so, which ones?

I do not currently serve on any Board of Directors.

5. Have you had any board orientation and/or training?

I have had some board experience before, with the Pinole Youth Foundation.

6. Are you involved in any other community organizations or activities? If so, which ones?

I am currently a member of the group Concerned Citizens for Pinole, which is a grassroots good government and community oriented organization. I am also involved in the Pinole Historical Society, and the Contra Costa College chapter of Students for Sensible Drug Policy.

7. Why do you want to serve on the CCCW?

I have always been interested in and an advocate for expanded opportunities for women. I was raised to work for fairness and equality, and I have learned how important it is that there be an organized group with the same goal, which means that I want to be a part of a group that has this goal. I want to be able to affect change, and contribute and see tangible results, and I feel that this group is the best forum for that.

8. Would you be willing to participate in the annual all-day planning retreat?

Definitely! I am willing to put in 110% of my effort and abilities into working on the Contra Costa Commission for Women

FEEL FREE TO ATTACH RESUME

The Commissioner assures that all actions of the organization further our mission to improve economic status, social welfare, and overall quality of life for women in Contra Costa County.

Sean Duckworth

3107 Pinole Valley Road, Pinole CA 94564 510-223-8284 (Home) 510-685-4669 (Cell). rebelsenator@gmail.com

Experience

Adult Advisor to the Pinole Youth Commission

October 2009 to current. City of Pinole Recreation Department, Pinole CA, 2131 Pear Street

- Provide another viewpoint and opinion for the youth members. This position is non-voting.

Library Student Assistant

November 2008 to June 2009. Contra Costa County Library, Pinole Branch. Pinole CA. 2935 Pinole Valley Road

- Filing, shelving, processing requests, data entry, and other miscellaneous activities as requested by supervisor
- Primary responsibility was to act as a "customer service" representative, dealing with complaints and situations as they were brought up.

Member of the Pinole Economic Development and Housing Advisory Committee (currently serving as Vice Chair)

June 2008 to current. City of Pinole Community Development Department, Pinole CA, 2131 Pear Street

- Acts as an advisory body to Pinole City Council and Community Development Department in regards to housing and economic policies, such as development and building projects, economic interests, and allocation of redevelopment money
- Also responsible for public outreach and education on matters that fall within purview of the Committee, and on issues in the City in general.
- Must always be ready and able to deal with questions or comments from citizens, and has to be knowledgeable and able to reach out to them.

Member of the community group Concerned Citizens of Pinole

February 2008 to current.

- Open government and grassroots community advocacy and activist group.
- Helped to sponsor the recall of 3 members of the Pinole City Council.
- Community outreach and civic improvement are the mission and goals of the group.

Member of the Pinole Ad-Hoc Citizens Safety Committee

June 2005 to June 2006 City of Pinole

- In response to the two shootings in Fernandez Park, the Citizens Safety Committee was formed to help do research and provide input and advice on public safety efforts and citizen education. Also provided recommendations on how to improve public safety efforts in Pinole, with an effort on reaching out more to citizens and soliciting more input. Also focused on having Neighborhood Watch being utilized more, and fostering more and stronger ties between members of the Community.
- Although the Committee has been sunset, the interests and involvement in public safety has not abated, nor has being involved in community education.

Member of the Pinole Youth Commission

September 2003 to June 2008, with one term (2006-2007) as the Chair of the Committee and one term (2007-2008) as the Commission Representative on the Youth Foundation Board of Directors.

- The Commission served with the City of Pinole Recreation Department. The mission of the Commission was to act as the youth voice in City government. We provided recommendations and advice to the Council, making quarterly presentations and staying involved in the community through volunteer efforts and outreach.
- Worked in association with community groups like the Blue Star Moms and the Youth Foundation.

Graduate (two years running) of the Pinole Youth Police Academy
2007 and 2008, City of Pinole Police Department

- The Youth Police Academy was a concentrated course giving attendees an idea of what public safety is like. Courses dealt with subjects like gangs and society, forensics, investigations and crime prevention.

Education

Pinole Valley High School, Pinole CA 2900 Pinole Valley Road
August 2005 to June 2009

- High School Diploma

Currently a full-time student (12 units) at Contra Costa College

Interests and Other Information

I am very interested in community outreach and organizing efforts, public safety, women's rights and issues and simply helping people. I've been involved and interested in politics and government for a while now, and I've managed to get to know how systems and bureaucracies work, having spent some time working for one, the County Library. My father, Hugh Duckworth (Jr) worked for 3 years as a jailer in Richmond before working for 25 years as a police officer, most of that with the San Pablo Police Department. My mother, Mary Duckworth, has worked for the Contra Costa County Health Services Department for the past 22 years, and has helped me explain and negotiate the County system. My aunt, Rhonda Clancy, also works for the County, in the Environmental Health Division. My uncle, Lieutenant Michael Gormley, works for the Richmond Police Department, as a Command Staff Officer for the Northern District. My grandfather, Hugh Duckworth (Senior) worked for several years in the Richmond Police Department, as did my other uncle, Christopher (Skip) Gormley. In the past I have made contributions to organizations like EMILY's List, NARAL, UNICEF, Amnesty International, and the ACLU. I also donated money to current Secretary of State and then-presidential candidate and Senator from New York Hillary Clinton. I spent time at the campaign office in San Francisco phonebanking and volunteering, and I campaigned for her up until she suspended her campaign and endorsed Barack Obama. I have also donated money to Barbara Boxer and Kirsten Gillibrand.

Sean Duckworth

3107 Pinole Valley Road, Pinole CA 94564, 510-223-8284 (Home) 510-685-4669 (Cell), rebelsenator@gmail.com



Contra
Costa
County

To: Board of Supervisors
From: Federal D. Glover, District V Supervisor
Date: November 10, 2009

Subject: APPOINTMENT IN-LIEU OF ELECTION TO RECLAMATION DISTRICT 830

RECOMMENDATION(S):

Appoint, in lieu of election, the following individual to Reclamation District 830, for a term of four years ending November, 2013.

Marc Haefke
P. O. Box 1105
Oakley, California 94561

FISCAL IMPACT:

None

BACKGROUND:

The term of one member of the Board of Trustees of Jersey Island Reclamation District No. 830 expires in November, 2009. As required by Reclamation District Law (Water Code Section 50731.5), the Secretary of the District published a "Notice Calling for Nominations"

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Janet Gricius, Deputy

Contact: Lynn Reichard 68138

cc:

BACKGROUND: (CONT'D)

for the office of Trustee by or before 5:00 p.m., September 11, 2009.

As of the deadline, RD 830 received nominations only for the incumbent Trustee. The Reclamation District Law provides that since only one person was nominated for one vacancy, an election shall not be held and the Board of Supervisors shall appoint the nominee to the office of Trustee (Water Code Section 50740 and 50741).



Contra
Costa
County

To: Board of Supervisors
From: Gayle B. Uilkema, District II Supervisor
Date: November 10, 2009

Subject: RESIGNATION FROM THE ALCOHOL AND OTHER DRUGS ADVISORY BOARD OF CONTRA COSTA COUNTY

RECOMMENDATION(S):

ACCEPT the resignation of the following person from the District II-A Seat of the Alcohol and Other Drugs Advisory Board of Contra Costa County effective immediately:

Ms. Celine Zwang
688 St. Mary's Road
Lafayette, CA 94549

DECLARE a vacancy on the Alcohol and Other Drugs Advisory Board of Contra Costa County and direct the Clerk of the Board to apply the Board's policy for filling the vacancy.

FISCAL IMPACT:

None.

BACKGROUND:

None.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Janet Gricius, Deputy

Contact: Jill Ray, 5-1046



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: November 10, 2009

Subject: Board Order Appointing Art Walenta to the Assessment Appeals Board

RECOMMENDATION(S):

Appoint Art Walenta to the District One seat on the Contra Costa County Assessment Appeals Board for a three year term expiring 9/03/2012.

FISCAL IMPACT:

Appeals Board members receive a stipend.

BACKGROUND:

Art Walenta, a resident of El Cerrito, is an attorney familiar with property tax issues. He formerly served as counsel to the Assessment Appeals Board.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Janet Gricius, Deputy

Contact: 510-374-3231

cc:



Contra
Costa
County

To: Board of Supervisors
From: Mary N. Piepho, District III Supervisor
Date: November 10, 2009

Subject: APPOINTMENT TO THE KNIGHTSEN TOWN ADVISORY COUNCIL

RECOMMENDATION(S):

Appoint Dustin Samuel Lewis to the Appointee 5 seat on the Knightsen Town Advisory Council, to term a expiring December 31, 2012, as recommended by Supervisor Mary Nejedly Piepho.

FISCAL IMPACT:

None.

BACKGROUND:

Applications were accepted and reviewed by the Supervisor's office, and the above recommendation to appoint Mr. Lewis was then determined.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/10/2009

APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

Janet Gricius

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: , Deputy

Contact: Lea Castleberry,
820-8683

cc:



Contra
Costa
County

To: Board of Supervisors
From: Warren Rupf, Sheriff-Coroner
Date: November 10, 2009

Subject: Appropriation Adjustment - BZPP 2007

RECOMMENDATION(S):

APPROVE Appropriation and Revenue Adjustment No. 5020 authorizing new revenue in the amount of \$63,060 from the State of California, fiscal year 2007 Buffer Zone Protection Program for the purchase of Homeland Security related equipment in the Office of the Sheriff.

FISCAL IMPACT:

\$63,060 increase to revenue and appropriations; 100% Federal with the State of California as the fiscal agent. (CFDA #97.078)

BACKGROUND:

On June 5, 2007 (Item C.57), the Board of Supervisors approved and authorized the Sheriff-Coroner, or designee, to apply for and accept this grant from the State. The Contra Costa County Office of the Sheriff-Coroner is the operational area fiscal agent for previous BZPP grants. The Office of the Sheriff will be purchasing critical infrastructure protection equipment with the funds remaining in the 2007 Buffer Zone Protection Program Grant.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: Liz Arbuckle, 335-1601

cc: Beth Kilian, Tim Ewell, Frank Scudero

ATTACHMENTS

TC27-5020

TC24-5020

**CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT**

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office					
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	Option	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
3623	2479		Other Special Dpmtal Exp			63,060	00
0990	6301		Reserve for Appropriations	63,060	00		
0990	6301		Appropriate New Revenue			63,060	00
TOTALS				63,060	00	126,120	00

APPROVED

EXPLANATION OF REQUEST

AUDITOR-CONTROLLER:

BY: _____ DATE _____

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES:

NO:

**To appropriate new revenue for 2007 Buffer Zone
Protection Program Grant**

**Sheriff's
Fiscal Officer**

10/28/2009

SIGNATURE

TITLE

DATE

APPROPRIATION

APOO

5020

ADJ. JOURNAL NO.

BY: _____ DATE _____

(Deputy)

**CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C 24**

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
3623	9340	St Aid for Civil Defense	63,060	00	
TOTALS			63,060	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: _____ DATE _____

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

To appropriate new revenue for 2007 Buffer Zone Protection Program

**Sheriff's
Fiscal Officer**

10/28/2009

SIGNATURE

TITLE

DATE

REVENUE ADJ.
JOURNAL NO.

RAOO

5020

**SIGNED APPROPRIATION
ADJUSTMENT**

ITEM NO. C.26
DATE: Nov. 10, 2009

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT
T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:
 BOARD OF SUPERVISORS
 COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	Option	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
3623	2479		Other Special Dpmtal Exp		63,060 00
0990	6301		Reserve for Appropriations	63,060 00	
0990	6301		Appropriate New Revenue		63,060 00
TOTALS				63,060 00	126,120 00

APPROVED

AUDITOR-CONTROLLER:
BY: _____ DATE _____

COUNTY ADMINISTRATOR:
BY: _____ DATE _____

BOARD OF SUPERVISORS:
YES: SUPERVISORS GIOIA, UILKEMA,
PIEPHO, GLOVER AND BONILLA

NO: None

BY: [Signature] DATE November 10, 2009

EXPLANATION OF REQUEST

To appropriate new revenue for 2007 Buffer Zone Protection Program Grant

Sheriff's
Fiscal Officer

10/28/2009

SIGNATURE	TITLE	DATE
APPROPRIATION	APOO	5020

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C 24

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
3623	9340	St Aid for Civil Defense	63,060	00	
TOTALS			63,060	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: _____ DATE _____

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES: SUPERVISORS GIOIA, UILKEMA,
PIEPHO, GLOVER AND BONILLA

NO: *None*

BY: *[Signature]* DATE *November 10, 2009*

EXPLANATION OF REQUEST

To appropriate new revenue for 2007 Buffer Zone Protection Program

SIGNATURE _____ TITLE Sheriff's Fiscal Officer DATE 10/28/2009

REVENUE ADJ. JOURNAL NO. RAOO 5020



Contra
Costa
County

To: Board of Supervisors
From: Warren Rupf, Sheriff-Coroner
Date: November 10, 2009

Subject: Appropriation Adjustment - Homeland Security 2008

RECOMMENDATION(S):

APPROVE Appropriation and Revenue Adjustment No. 5021 authorizing new revenue in the amount of \$128,908 from the State of California, 2008 Homeland Security Grant Program grant for the purchase of homeland security related services and equipment in the Office of the Sheriff. (Catalog of Federal Domestic Assistance # 97.067)

FISCAL IMPACT:

This action increases revenue and appropriations by \$128,908. There is no change in net county cost. CFDA #97.067

BACKGROUND:

The 2008 Homeland Security Grant provides the Contra Costa County Operational Area with \$2,256,607. All projects and expenditures funded by the 2008 Homeland Security Grant were selected based on an assessment of Operational Area needs by first responders within the County, including law enforcement, the fire service, and health disciplines. The Anti-Terrorism Approval Body (Approval Authority) gives approval for all expenditures funded by Homeland Security Grants. The California Office of Homeland Security designated

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: Liz Arbuckle, 335-1601

cc: Beth Kilian, Tim Ewell, Frank Scudero

BACKGROUND: (CONT'D)

the Approval Authority for the Contra Costa County Operational Area to include the following individuals: Dr. William Walker, County Public Health Director; Chief Keith Richter, County Fire Chief; Chief Jim Parrott, Municipal Fire Chief; Sheriff Warren Rupf, County Sheriff; Chief David Cutaia, Martinez Chief of Police. The recommendations of the local Approval Authority are submitted and approved by the Governor's Office of Homeland Security.

ATTACHMENTS

TC27-5021

TC24-5021

**CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT**

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office					
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	Option	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
3623	2479		Other Special Dpmtal Exp			28,908	00
3623	4948		Miscellaneous Equipment			80,000	00
3623	4953		Autos & Trucks			20,000	00
0990	6301		Reserve for Appropriations	128,908	00		
0990	6301		Appropriate New Revenue			128,908	00
TOTALS				128,908	00	257,816	00

APPROVED

EXPLANATION OF REQUEST

AUDITOR-CONTROLLER:

BY: _____ DATE _____

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES:

NO:

To appropriate new revenue for 2008 Homeland Security Grant

**Sheriff's
Fiscal Officer**

10/28/2009

SIGNATURE

TITLE

DATE

APPROPRIATION

APOO

ADJ. JOURNAL NO.

BY: _____ DATE _____

**CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C 24**

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
3623	9340	St Aid for Civil Defense	128,908	00	
TOTALS			128,908	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: _____ DATE _____

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

To appropriate new revenue for 2008 Homeland Security Grant

**Sheriff's
Fiscal Officer**

10/28/2009

SIGNATURE

TITLE

DATE

REVENUE ADJ.
JOURNAL NO.

RAOO

5021

SIGNED APPROPRIATION

ADJUSTMENT

ITEM NO. C. 27

DATE: Nov. 10, 2009

CONTRA COSTA COUNTY
PROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

ACCOUNT CODING

BUDGET UNIT: Sheriff's Office

ORGANIZATION	EXPENDITURE SUB-ACCOUNT	Option	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
3623	2479		Other Special Dpmtal Exp			28,908	00
3623	4948		Miscellaneous Equipment			80,000	00
3623	4953		Autos & Trucks			20,000	00
0990	6301		Reserve for Appropriations	128,908	00		
0990	6301		Appropriate New Revenue			128,908	00
TOTALS				128,908	00	257,816	00

APPROVED

AUDITOR-CONTROLLER:

BY: _____ DATE _____

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES: SUPERVISORS GIOIA, UILKEMA,
PIEPHO, GLOVER AND BONILLA

NO: None

EXPLANATION OF REQUEST

To appropriate new revenue for 2008 Homeland Security Grant

Sheriff's
Fiscal Officer

10/28/2009

SIGNATURE TITLE DATE

APPROPRIATION APOO

ADJ. JOURNAL NO.

BY: [Signature] DATE Nov. 10, 2009

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C 24

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
3623	9340	St Aid for Civil Defense	128,908	00	
TOTALS			128,908	00	0 00

APPROVED

AUDITOR-CONTROLLER:
BY: _____ DATE _____

COUNTY ADMINISTRATOR:
BY: _____ DATE _____

BOARD OF SUPERVISORS:
YES:
 SUPERVISORS GIOIA, UILKEMA,
 PIEPHO, GLOVER AND BONILLA

NO: *None*

BY: *[Signature]* DATE *Nov. 10, 2009*

EXPLANATION OF REQUEST
To appropriate new revenue for 2008 Homeland Security Grant

Sheriff's
Fiscal Officer 10/28/2009

SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5021
JOURNAL NO.



Contra
Costa
County

To: Board of Supervisors
From: Ted Cwiek, Human Resources Director
Date: November 10, 2009

Subject: Add (1) Intermediate Typist Clerk Project (JWV1) Position Health Services/Mental Health Division

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 20734 to add one full-time Intermediate Typist Clerk- Project (JWV1) position at salary level 3RH 0750 (\$2682.13 - \$3327.83) in the Health Services/Mental Health Division.

FISCAL IMPACT:

The cost of this action is approximately \$69,367 annually and is fully funded by the Mental Health Services Act (MHSA).

BACKGROUND:

Health Services is requesting an Intermediate Typist Clerk-Project position to provide clerical support to the Workforce Education and Training (WE&T) component of the Mental Health Services Act. The WE&T components funding is limited to four years. The Intermediate Clerk will provide support to the WE&T's planning, development and implementation activities.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: T. Manor (HS) 957-5248

ATTACHMENTS
P300 20734 Health
Services

POSITION ADJUSTMENT REQUEST

NO. 20734
DATE 9/18/09

Department Health Services - Mental Health Department No./ Budget Unit No. 0467 Org No. 5764 Agency No. A-18

Action Requested
Add one Intermediate Clerk - Project position.

Proposed Effective Date: 10/1/2009

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	\$	<u>69,367.00</u>	Net County Cost	\$	<u>0.00</u>
Total this FY	\$	<u>52,025.24</u>	N.C.C. this FY	\$	<u>0.00</u>

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Mental Health Services Act (MHSA) Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jenna C. Maner
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

David Twa 9-18-09
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 10/20/09

ADD one full-time INTERMEDIATE TYPIST CLERK-PROJECT position (JWV1)
at salary level 3RH 0750 (\$2682.13 - \$3327.83)

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

COUNTY ADMINISTRATOR RECOMMENDATION DATE _____

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment APPROVED DISAPPROVED

David 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 Health Services - Mental Health

Date 9/15/2009

No. _____

1. Project Positions Requested:
Intermediate Clerk - Typist

2. Explain Specific Duties of Position(s)

Duties will include: assisting with organizing meetings; disseminating information including mailings, copying, and printing; tracking and assisting with the intern hiring process; creating and distributing flyers and forms regarding training; and organizing locations and supplies for trainings as well as tracking participation and documentation for continuing education c

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
Mental Health Services Act (Workforce Education and Training Component)

4. Duration of the Project: Start Date 10/1/2009 End Date 10/1/2013
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
This project is funded by MHSA dollars for four years only.

5. Project Annual Cost

1. Salary & Benefit Cost	\$ <u>69,367.00</u>	2. Support Cost	\$ <u>0.00</u>
		(services, supplies, equipment, etc.)	
3. Less revenue or expenditure	\$ _____	4. Net cost to General or other fund	\$ <u>0.00</u>

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.
Can't use temps because of hours restrictions and hiring permanent could eventually lead to a layoff situation.

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) Intermediate Clerk Typist - Project
- 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

POSITION ADJUSTMENT REQUEST

NO. 20734
DATE 9/18/09

Department Health Services - Mental Health Department No./
Budget Unit No. 0467 Org No. 5764 Agency No. A-18

Action Requested
Add one Intermediate Clerk - Project position.

Proposed Effective Date: 10/1/2009

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	\$	<u>69,367.00</u>	Net County Cost	\$	<u>0.00</u>
Total this FY	\$	<u>52,025.24</u>	N.C.C. this FY	\$	<u>0.00</u>

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Mental Health Services Act (MHSA) Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jenna C. Maner
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT
[Signature] 9-18-09
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 10/20/09

ADD one full-time INTERMEDIATE TYPIST CLERK-PROJECT position (JWV1)
at salary level 3RH 0750 (\$2682.13 - \$3327.83)

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

COUNTY ADMINISTRATOR RECOMMENDATION DATE _____
 Approve Recommendation of Director of Human Resources
 Disapprove Recommendation of Director of Human Resources
 Other: _____
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment APPROVED DISAPPROVED
DATE November 10, 2009 BY *[Signature]*
David Twa, Clerk of the Board of Supervisors
and County Administrator

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: November 10, 2009

Subject: Reactivate Public Works Chief of Administrative Services, add position, and cancel Administrative Services Officer and Clerk - Senior Level positions

RECOMMENDATION(S):

Adopt Position Adjustment Resolution No. 20744 to reactivate the classification of Public Works Chief of Administrative Services (APDF), reallocate to salary level B82 1894 (\$7,180 - \$8,748 with two 2 1/2% performance steps to \$9,191), add one (1) permanent full-time position; and cancel one (1) permanent full-time Administrative Services Officer (APDB) vacant position #12265; and cancel one (1) permanent full-time Clerk - Senior Level (JWXC) vacant position #6617 in the Public Works Department.

FISCAL IMPACT:

No fiscal impact to County general funds. The additional costs incurred by the addition of this position will be offset by the cancellation of two vacant funded positions, resulting in an annual cost savings of approximately \$52,000.

BACKGROUND:

Due to the local and state budget challenges, we are implementing strategies that include reorganizing our department and streamlining our staffing levels. In light of the limited resources and the elimination of middle management positions, it has been determined through

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: EMY L. SHARP, Deputy

Contact: Teresa Boney, 313-2196

BACKGROUND: (CONT'D)

an evaluation process that a higher level position is required to meet the challenges of the increasing higher level responsibilities and complexities associated with our department's fiscal administrative functions. The Public Works Department requests to reactivate the classification of Public Works Chief of Administrative Services that was inactivated November 1, 2003. We feel these strategies will assist us with increasing the efficiency of the department on all levels.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department of Public Works will be unable to continue reorganizing and streamlining staffing levels in their fiscal division.

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

P300#20744 PW



Contra
Costa
County

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: November 10, 2009

Subject: Approval for Submittal of Plan and Funding Application for IHSS Fraud Investigations and Program Integrity

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or his designee, to apply for and accept funding from the State Department of Social Services in an amount not to exceed \$502,744 for fraud prevention, detection, referral, investigation and program integrity efforts related to the In-Home Supportive Services Program. (55% Federal, 45% State, plus a 19% County match [\$97,236]).

FISCAL IMPACT:

If the plan is approved by the State, the County could receive \$275,874 in federal funds, and \$226,870 in State funds with a required match of \$97,236 in County funds.

BACKGROUND:

The Budget Act of 2009 appropriated \$10 million in State funds for the purpose of fraud prevention, detection, referral, investigation, and additional program integrity efforts related to the In-Home Supportive Services (IHSS) Program. These funds are not available for prosecution, consistent with federal fund matching rules.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: June McHuen, Deputy

Contact: John Cottrell, 313-1605

cc:

BACKGROUND: (CONT'D)

A plan must be submitted to the State by November 1, 2009. Participating counties must certify that program integrity efforts outlined in their plan can commence within 60 days of receipt of funding. The plan and budget for implementation must be approved by the Board of Supervisors prior to submission.

The attached plan is a joint effort of the Employment and Human Services Department and the District Attorney. Should this funding be awarded, it is anticipated that seven full time equivalent positions will be needed to implement the program. There are currently two full time equivalents (FTE) available. A subsequent request will be submitted for the addition of five FTE's - one half in the DA and four and one half in EHSD.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Novation Contract #28-559-15 with West Contra Costa County Meals on Wheels

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, M.D.), to execute, on behalf of the County, Novation Contract #28-559-15 with West Contra Costa County Meals on Wheels, a non-profit corporation, to pay County an amount not to exceed \$11,386, to provide congregate meal services for County's Senior Nutrition Program, for the period from July 1, 2009 through June 30, 2010. This Novation Contract includes a three-month automatic extension through September 30, 2010, in an amount not to exceed \$2,772.

FISCAL IMPACT:

No County funds are required.

BACKGROUND:

This Contract meets the social needs of County's population in that it provides an average of 465 congregate meals per day, five days per week for senior citizens at its Congregate Senior Nutrition site in Richmond. On June 3, 2008, the Board of Supervisors approved Novation Contract #28 559-14, with West Contra Costa County Meals

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

Contact: Wendel Brunner, M.D.
313-6712

By: Katherine Sinclair, Deputy

BACKGROUND: (CONT'D)

on Wheels, for the period from July 1, 2008 through June 30, 2009 (which included a three-month automatic extension through September 30, 2009) for the provision of congregate meal services for County's Senior Nutrition Program.

Approval of Novation Contract #28 559-15 will replace the automatic extension under the prior Contract and will allow the Contractor to continue providing services through June 30, 2010.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Novation Contract #28-705-7 with the City of Hercules

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner), to execute, on behalf of the County, Novation Contract #28-705-7 with the City of Hercules, a government agency, to pay County an amount not to exceed \$11,378, to provide congregate meal services for County's Senior Nutrition Program, for the period from July 1, 2009 through June 30, 2010. This Contract includes a three-month automatic extension through September 30, 2010, in an amount not to exceed \$2,844.

FISCAL IMPACT:

No County match is required.

BACKGROUND:

This Contract meets the social needs of County's population by providing an average of 35 congregate meals per day, five days per week for senior citizens at the Hercules Senior Center.

On August 19, 2009, the Board of Supervisors approved Novation Contract #28-705-6 the City of Hercules, for the period from July 1, 2008 through June 30, 2009, which included a three-month automatic extension through September 30, 2009,

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Wendel Brunner, MD
313-6712

BACKGROUND: (CONT'D)

for the provision of congregate meal services for County's Senior Nutrition Program.

Approval of Novation Contract #28-705-7 replaces the automatic extension under the prior Contract and allows Agency to continue providing services through June 30, 2010.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Novation Contract #29-285-26 with the City of San Pablo

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, MD), to execute, on behalf of the County, Novation Contract #29-285-26 with the City of San Pablo, a government agency, to pay County an amount not to exceed \$27,150, to provide congregate meal services for County's Senior Nutrition Program, for the period from July 1, 2009 through June 30, 2010. This Contract includes a three-month automatic extension through September 30, 2010, in an amount not to exceed \$6,785.

FISCAL IMPACT:

No County match is required.

BACKGROUND:

This Contract meets the social needs of County's population by providing an average of 85 congregate meals per day, five days per week for senior citizens at the Hercules Senior Center.

On August 19, 2008, the Board of Supervisors approved Novation Contract #29-285-25 with the City of San Pablo, for the period from July 1, 2008 through June 30, 2009, which included a three-month automatic extension through September

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Wendel Brunner, MD
313-6712

BACKGROUND: (CONT'D)

30, 2009, for the provision of congregate meal services for County's Senior Nutrition Program.

Approval of Novation Contract #29-285-26 replaces the automatic extension under the prior Contract and allows Agency to continue providing services through June 30, 2010.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Novation Contract #29-335-22 with the City of El Cerrito

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, MD), to execute, on behalf of the County, Novation Contract #29-335-22 with the City of El Cerrito, a government agency, to provide congregate meal services for County's Senior Nutrition Program, for the period from July 1, 2009 through June 30, 2010. This Contract includes a three-month automatic extension through September 30, 2010.

FISCAL IMPACT:

Agency will pay County the net project income received from participants, after adjustment for allowable costs. No County cost is included. No County revenue required.

BACKGROUND:

This Contract meets the social needs of County's population by providing an average of 40 meals per day, five days per week, for senior citizens in El Cerrito. On August 19, 2008, the Board of Supervisors approved Novation Contract #29-335-21 with the City of El Cerrito for the period from July 1, 2008 through June 30,

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Wendel Brunner, MD
313-6712

BACKGROUND: (CONT'D)

2009, which included a three-month automatic extension through September 30, 2009, for the provision of congregate meal services for County's Senior Nutrition Program.

Approval of Novation Contract #29-335-22 replaces the automatic extension under the prior Contract and allows Agency to continue providing services through June 30, 2010.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:



Contra
Costa
County

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: November 10, 2009

Subject: 2009-10 ARRA CSBG Funding Amendment 1

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to submit an agreement amendment to clarify reporting requirements for the Community Services Block Grant Recovery Act Local Plan which outlines various self-sufficiency programs funded by the California Department of Community Services and Development, with no change to the payment limit of \$1,200,000 or term of July 1, 2009 through September 30, 2010.

FISCAL IMPACT:

100% State funding
Pass through of ARRA funding
CFDA # 93.710

No County match required

BACKGROUND:

On February 17, 2009 the President of the United States signed Public Law 111-5, the "American Recovery and Reinvestment Act (ARRA)", which includes funding for

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
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Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: C. Youngblood,
313-1712

BACKGROUND: (CONT'D)

Community Services Block Grant programs. This funding flows through the State of California via the California Department of Community Services and Development and is available through competitive application to the State's Community Action agencies. The Employment & Human Services Department Community Services Bureau administers the county's Community Action program and seeks to submit a funding application.

The goals of this funding include the Community Services Assistant Trainee program, Employment & Human Services Volunteer and Emergency Services, Contra Costa County Summer Youth Employment, City of Richmond Summer Youth Employment Program, and Co-operative Micro-enterprise Development program.

The Board of Supervisors accepted this funding on June 23, 2009. This amendment adds language, requested by the State of California, to clarify funding terms and conditions and fiscal reporting requirements.

39-909-1

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Agreement #29-529 with the State Department of Rehabilitation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute, on behalf of the County, Standard Agreement #29-529 (#27489A) with the State Department of Rehabilitation, to pay the County an amount not to exceed \$306,498 for the American Recovery and Reinvestment Act of 2009 (ARRA) vocational rehabilitation services, for period from July 1, 2009 through September 30, 2010.

FISCAL IMPACT:

Approval of this Agreement will result in \$306,498 of funding from the State Department of Rehabilitation for fiscal years 2009/2010. No County funds are required.

BACKGROUND:

This case services contract is funded through the American Recovery and Reinvestment Act (ARRA) federal program. These funds are time-limited and intended to enhance services to individuals in according with the ARRA principles of: 1) Advancing California and local economic recovery through the maintenance and creation of jobs; 2) Transparency in reporting and fiscal

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Donna Wigand 957-5111

BACKGROUND: (CONT'D)

accountability; and 3) A one-time investment in community projects with long term sustainable results. The services will be provide at the Contra Costa County Mental Health (CCCMH) site in Concord. The goal of the CCCMH is to prepare the cooperative program ARRA/DOR consumers with the skills necessary to secure and maintain competitive employment in agreement with their Individual Plan for Employment(IPE).

Approval of Standard Agreement #29-529 will allow the state to fund the vocational rehabilitation of clients to receive job skills development, career counseling, coaching in job application skills, job development and placement, and follow-up services through June 30, 2010, including agreeing to indemnify and hold the State harmless for claims arising out of the County's performance under the Agreement.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Agreement #29-392-27 with the State Emergency Medical Services Authority

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Art Lathrop) to execute on behalf of the County, Standard Agreement #29-392-27 (State #EMS-9053) including the Contractor's Certification Clauses, with the State Emergency Medical Services Authority, to pay the County an amount not to exceed \$142,000 for the Regional Medical Disaster Planning Project, for the period from July 1, 2009 through June 30, 2010.

FISCAL IMPACT:

Approval of this agreement will result in an amount not to exceed \$142,000 of State funding for the Regional Medical Disaster Planning Project for fiscal year 2009-2010, (offset by a County Match not to exceed \$38,586 from the SB12 Emergency Medical Services Authority funds)

BACKGROUND:

On October 7, 2008, the Board of Supervisors approved Standard Agreement #29-392-26 with the State Emergency Medical Services Authority, for the period from July 1, 2008 through June 30, 2009, for the Regional Medical Disaster Planning Project.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Art Lathrop 646-4690

BACKGROUND: (CONT'D)

Approval of Standard Agreement #29-392-27 will provide continuous State funding for the Medical Disaster Planning Project services through June 30, 2010, and allow staff to continue to enhance the County's disaster preparedness by improving coordination between counties, cities, hospitals, Emergency Medical Services agencies and the State Emergency Medical Services Authority, in the event of an earthquake or other disaster. In accordance with the term of this agreement, County agrees to indemnify and hold harmless grantor from and against any and all liability, loss, expenses (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this agreement.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Grant Award #28-775-2 from the Genard Aids Foundation

RECOMMENDATION(S):

Approve and authorize the Health Services Director or his designee (Wendel Brunner, M.D.), to accept, on behalf of the County, Grant Award #28-775-2 from the Genard Aids Foundation, in an amount not to exceed \$25,500, for the County's Public Health Division AIDS Program, for the period from July 1, 2009 through June 30, 2010.

FISCAL IMPACT:

Acceptance of this Grant Award will result in an amount of \$25,500 from the Genard Aids Foundation. No County funds are required.

BACKGROUND:

The County's Public Health AIDS Program currently maintains a centralized Emergency Assistance Program for people with HIV and AIDS in Contra Costa County. It provides limited amounts of support for housing and utility assistance, food and transportation vouchers, and other small needs that meet allowable service definitions. Access to the services is provided on referral from contracted case managers throughout the County, using well-developed processes, protocols and reporting requirements. The goal of the funding is to meet special needs for which there is

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Wendel Brunner, M.D. 313-6712 By: Katherine Sinclair, Deputy

BACKGROUND: (CONT'D)

no other funding for dental care support, payment of insurance premiums, and other needs not in the current AIDS Program Budget.

Approval of Grant Award #28-775-2 will provide continuous emergency assistance funds to address the needs of HIV infected residents in Contra Costa, through June 30, 2010.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Grant Award #28-804 from Neighborhood House of North Richmond

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Bruner, M.D.), to accept on behalf of the County, Grant Award #28-804 from Neighborhood House of North Richmond, a non-profit corporation, to pay the County an amount not to exceed \$25,000, for the West County Peer Breastfeeding Counselor Enhancement Project, for the period from November 1, 2009 through September 30, 2010.

FISCAL IMPACT:

Approval of this Grant Award will result in \$25,000 from Neighborhood House of North Richmond for the West County Peer Breastfeeding Counselor Enhancement Project. No County funds required.

BACKGROUND:

The Women, Infant & Children (WIC) Peer Breastfeeding Counseling Program has been operating since 2001 and is well integrated with the rest of the WIC Program. This program work smoothly with other public health programs, such as a clinic services field nursing, other home visiting programs, both County and community, and the family practice clinics. According to

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

Contact: Wendel Brunner, M.D.
(313-6712)

By: Katherine Sinclair, Deputy

BACKGROUND: (CONT'D)

research, over 80% of women have concerns about breastfeeding in the first weeks after delivery. Further it is recommended that all breastfeeding mother-infant pair be followed up by 3-5 days postpartum. The need for breastfeeding support far exceeds the current capacity. Over half the infants enrolled at Contra Costa WIC offices receive services from a peer breastfeeding counselor.

Approval of this Grant Award #28-804 will provide funding for this project to enhance peer breastfeeding counselors ability to work with prenatal care providers in the County and community through outreach to their group education session.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Agreement #29-395-25 with the California Department of Public Health, Office of AIDS

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, M.D.), to execute, on behalf of the County, Standard Agreement #29-395-25 with the California Department of Public Health, Office of AIDS, to pay County an amount not to exceed \$6,853, for the County's AIDS Drug Assistance Program, for the period from July 1, 2009 through June 30, 2010.

FISCAL IMPACT:

Approval of this agreement will result in an allocation of \$6,853 from the California Department of Public Health, Office of AIDS, for County's AIDS Drug Assistance Program (ADAP) for the period from July 1, 2009 through June 30, 2010.

The allocation will be used to cover the cost of certain drugs, plus dispensing fees, for eligible low income persons with AIDS and/or AIDS related complexes. These funds may not be used to cover patient monitoring, laboratory testing, or other medical services for persons receiving any of the drugs. The County may make provisions for co-payment by patients, commensurate with the patient's ability to pay.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

Contact: Wendel Brunner, M.D.
313-6712

By: Katherine Sinclair, Deputy

BACKGROUND:

On November 18, 2008, the Board of Supervisors approved Standard Agreement #29-395-24 with the State Department of Health Services, Office of AIDS (now known as California Department of Public Health), to cover the cost of certain drugs which have been included in the AIDS Drug Program by the State and determined by the U.S. Food and Drug Administration to prolong the life of a person with AIDS, for eligible low income persons who are infected with HIV and/or persons with AIDS and related complexes who meet certain criteria, for the period from July 1, 2008 through June 30, 2009.

Approval of Standard Agreement #29-395-25 will continue funding for the County's AIDS Drug Program, to cover cost associated with administration of the AIDS Drug Assistance Program (ADAP) enrollment screening and recertification process, through June 30, 2010.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Novation Contract #74-119-10 with Yellowstone Boys and Girls Ranch

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute, on behalf of the County, Novation Contract #74-119-10 with Yellowstone Boys and Girls Ranch, a non-profit corporation, in an amount not to exceed \$150,000, to provide a day treatment program for Seriously Emotionally Disturbed (SED) adolescents, for the period from July 1, 2009 through June 30, 2010. This Contract includes a six-month automatic extension through December 31, 2010, in an amount not to exceed \$75,000.

FISCAL IMPACT:

This Contract is funded 100% by Individuals with Disabilities Act (IDEA/SB 90).

BACKGROUND:

This Contract meets the social needs of County's population by it providing intensive and rehabilitative day treatment programs, including medication support and mental health services, for wards of the court, to reduce the need for hospitalization.

On October 28, 2008, the Board of Supervisors approved Novation Contract #74-119-9

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Donna Wigand,
957-5111

BACKGROUND: (CONT'D)

with Yellowstone Boys and Girls Ranch, for the period from July 1, 2008 through June 30, 2009, with a six-month automatic extension through December 31, 2009, for the provision of a day treatment program for SED adolescents. Approval of Novation Contract #74-119-10 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2010.

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: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Amendment #22-986-1 with Monument Community Partnership

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Wendel Brunner, MD), to execute, on behalf of the County, Contract Amendment Agreement #22-986-1 with Monument Community Partnership, a non-profit corporation, effective October 1, 2009, to amend Contract #22-986, to increase the payment limit by \$67,500, from \$118,001 to a new payment limit of \$185,501, with no change in the original term of July 1, 2009 through June 30, 2010.

FISCAL IMPACT:

This Contract is funded 64% by California Nutrition Network and 36% by the Hospital Council of Northern and Central California.

BACKGROUND:

On June 16, 2009, the Board of Supervisors approved Contract #22-986 with Monument Community Partnership for the period from July 1, 2009 through June 30, 2010, for the provision of consultation and technical assistance to the Department with regard to ensuring County and its providers are meeting the requirements of the United States Department of Agriculture and

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Wendel Brunner, MD
313-9712

BACKGROUND: (CONT'D)

the California Nutrition Network. Approval of Contract Amendment Agreement #22-986-1 will allow the Contractor to provide additional services, including providing a comprehensive Hospital Council report, through June 30, 2010.



Contra
Costa
County

To: Board of Supervisors
From: Stephen L. Weir, Clerk-Recorder
Date: November 10, 2009

Subject: APPROVE AND AUTHORIZE a contract with AtPac, Inc. for a Clerk-Recorder Imaging and Information System

RECOMMENDATION(S):

APPROVE AND AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract with AtPac, Inc. in an amount not to exceed \$663,076 for upgrade, maintenance and related professional support of the Clerk-Recorder Imaging and Information System (CRiS) for thr period July 1, 2009 through June 30, 2011.

FISCAL IMPACT:

No impact to county general fund. The Clerk-Recorder will use dedicated (restricted use) funds to pay for the project, as well as ongoing costs related to it.

BACKGROUND:

The Clerk-Recorder Department is dedicated to using technology to maximize operations. Contra Costa's Clerk-Recorder Department has been a frontrunner for many technology advances across the state. This is because we try to select the best technology available to help us perform our primary duties.

AtPac was the first choice when we conducted the RFP

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Barbara Chambers
335-7919

cc:

BACKGROUND: (CONT'D)

for a new recording system. They continue to be a leader in Clerk-Recorder offices throughout the state.

The CRiiS system automates many of our processes using an integrated set of electronic modules, each that perform a particular function. For example, recorded documents move through the entire recording process electronically; they are examined, then recorded, cashiered, imaged, indexed, verified and archived online. This process will allow the Clerk-Recorder division to begin to electronically accept documents for recordation in the near future (an electronic recording module is one of the upgrades included in this new contract).

CONSEQUENCE OF NEGATIVE ACTION:

The Clerk-Recorder is mandated to provide certain services to the public and other agencies. Failure to approve this contract will cause the Clerk-Recorder division to be unable to fulfill their duties. Some functions the Clerk-Recorder division performs can be done in other places (marriage licenses, wedding, copies of vital records). If Contra Costa did not provide the services, customers would go elsewhere (other counties or to the State) and Contra Costa would lose important revenue.

ATTACHMENTS

Sole Source AtPac

SOLE SOURCE JUSTIFICATION

- 1.** Why was the particular product and/ or vendor selected?

The Vendor (AtPac) was originally selected by the County RFP process. This is a new contract to encompass all the modules and additions that we have obtained over the years into one contract.

- 2.** What are the unique performance factors of the selected product/services?

This is a proprietary system that we use to operate our day to day critical functions for the major Clerk-Recorder tasks such as cashiering, recording, issuing marriage licenses, filing fictitious business name statements, indexing, scanning, and redaction. This is the ongoing licensing and support for our mandated and critical office functions.

- 3.** Why are these specific factors required?

As this is a proprietary system, no other company can access or support the system.

- 4.** What other products/ services have been examined and rejected?

At the time of the original RFP, there were about six responses. This company was recommended by the RFP committee at that time. Recorder Administration staff consistently looks at demonstrations of other systems and feels this is still the best solution for Contra Costa County.

- 5.** Why are other sources providing like goods or services unacceptable?

Proprietary system. Many modules integrate with each other to provide the full range of services. No other company can access or support this system.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Amendment #26-616-1with Infoimage of California, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-616-1 with Infoimage of California, Inc., a corporation, effective August 1, 2009, to amend Contract #26-616, to increase the payment limit by \$200,000, from \$450,000 to a new payment limit of \$650,000, with no change in the original term of January 1, 2008 through December 31, 2010.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise Fund I.

BACKGROUND:

On February 5, 2008, the Board of Supervisors approved Contract #26-616 with Infoimage of California, Inc. for the period from January 1, 2008 through December 31, 2010, for the provision professional patient billing services including printing and mailing patient statements, letters for medical and mental health services, including validating returned addresses, redirect billings and return address corrections.

Approval

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Anna Roth 370-5100

BACKGROUND: (CONT'D)

of Contract Amendment Agreement #26-616-1 will allow the Contractor to provide additional patient billing services, through December 31, 2010.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Amendment #23-457-1 with Health Care Interpreter Network

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Parick Godley), to execute, on behalf of the County, Contract Amendment Agreement #23-457-1 with the Health Care Interpreter Network, a non-profit corporation, effective October 1, 2009 to amend Contract #23-457, to increase the total payment limit by \$50,000, from \$123,086 to a new payment limit of \$173,086, with no change in the original term of April 1, 2009 through June 30, 2010.

FISCAL IMPACT:

This Contract is funded by 100% by Enterprise Fund I.

BACKGROUND:

Individuals with limited English proficiency are at risk of receiving lower quality health treatment because of language barriers. When an interpreter is not readily available patients may rely on family members, even children, to interpret health treatment instructions.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Patrick Godley 957-5410

BACKGROUND: (CONT'D)

California law has required hospitals to provide language assistance since 1990. The Healthcare Interpreter Network System will allow physicians at Contra Costa Regional Medical Center and Contra Costa Health Centers and various Health Services Divisions to use a software program to route calls to a video conferencing device allowing in-house interpreters and interpreters at other hospitals or remote locations to be connection within seconds to a patient.

On August 11, 2009, the board of Supervisors approved Contract #23-457 with Health Care Interpreter Network, to provide technical assistance to Contra Costa Regional Medical Center and Contra Costa Health Centers with regard to the Healthcare Interpreter Network System including, but not limited to, coordinating access to video conferencing software and devices, providing qualified interpreters in a wide range of languages and providing liaison services with regard to linking other counties to shared video conferencing interpretation services, for the period from June 30, 2010, including mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

Approval of Contract Amendment Agreement #23-457-1 will allow the Contractor to provide an additional level of interpretation services to include American Sign Language, through June 30, 2010.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Approval of Purchase Order with DrFirst.com, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute, a Purchase Order with DrFirst.com in the amount not to exceed \$110,000 to provide a Medication History and Electronic Prescribing (e-Prescribing) solution, for the period from January 1, 2010 through December 31, 2010.

FISCAL IMPACT:

Funding for this initiative is available from a 88% grant from the Blue Cross of California Foundation and 12% from the Coverage Initiative Grant.

BACKGROUND:

This is a web-hosted solution which includes the patient's medication history and electronic transmission of the patient's prescription to their pharmacy. The requirement for e-Prescribing is a key component

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Patrick Godley,
957-5405

BACKGROUND: (CONT'D)

of the Medicare Modernization Act of 2003 and the Joint Commission.

Dr. First is the exclusive licensed provider of the e-Prescribing functionality for Meditech. Dr. First provides Contra Costa Health Services' Meditech application physicians and clinicians a single point of connectivity to the Dr. First network engine, which includes access to the pharmacy benefit managers (PBMs) paid claim history, formulary eligibility data, and pharmacy connectivity for electronic prescribing.

This product is used with the Contra Costa Regional Medical Center's MEDITECH healthcare information system. It is a web-based application that collects, displays, and documents patient medication information from admission to discharge to facilitate medication reconciliation as well as provide an electronic prescription delivery service.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Contract #26-584-2 with Diablo Nephrology Medical Group, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-584-2 with Diablo Nephrology Medical Group, Inc. (Specialty: Kidney Disease), a corporation, in an amount not to exceed \$360,000, to provide professional Nephrology services to patients at Contra Costa Regional Medical Center and Health Centers and County Detention Facilities, for the period from November 1, 2009 through October 31, 2012.

FISCAL IMPACT:

This Contract is funded 100% by Enterprise I Funds. Cost to the County depends upon utilization. As appropriate, patients and/or third party payors will be billed for services.

BACKGROUND:

On December 19, 2006, the Board of Supervisors approved Contract #26-584 (as amended by Contract Amendment Agreement #26-584-1), with Diablo Nephrology Medical Group, Inc. to provide professional Nephrology services, including, but not limited to, consultation, training

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Steven Tremain
370-5122

BACKGROUND: (CONT'D)

and/or medical procedures for inmates at the County's Detention Facilities and for patients at Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from November 1, 2006 through October 31, 2009.

Approval of Contract #26-584-2 will allow the Contractor to continue providing services through October 31, 2012.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Purchase of Services for AIDS Program

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent on behalf of Health Services Director to purchase emergency medical transportation vouchers in the amount of \$8,000 and emergency food cards in the amount of \$2,650 for the AIDS Program, as identified in budgets for Contracts #28-594 and #28-528 which were previously approved by the Board of Supervisors.

FISCAL IMPACT:

Ryan White CARE Act funds. Allows for purchase of previously approved items from the current fiscal year budget.

BACKGROUND:

The Ryan White CARE Act is the primary funder of services for low income HIV positive individuals in Contra Costa County. Allowable services include emergency assistance in the form of transportation vouchers and food vouchers. Emergency assistance vouchers support HIV positive low income individuals in keeping medical and social service appointments and food to take

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

Contact: Wendel Brunner, M.D.,
313-6712

By: Katherine Sinclair, Deputy

BACKGROUND: (CONT'D)

necessary medications which improve health. The local and regional planning bodies have identified emergency assistance as a necessary service in Contra Costa and the Board has previously accepted the incoming funds designating the services to be provided.

Emergency Assistance vouchers include BART, AC Transit, Arco gas cards, County Connections, Tri-Delta, Link, and Safeway cards of various denominations.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Mental Health Consumer Concerns Annual Holiday Event Sponsorship

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent on behalf of the Health Services Director, to pay \$500 to Mental Health Consumer Concerns (MHCC), a non-profit corporation, providing ongoing services to Contra Costa County Mental Health consumers, to sponsor the Annual Holiday Event to support therapeutic activities for individuals in the public mental health system.

FISCAL IMPACT:

100% by Proposition 63/MHSA. No County funds are required.

BACKGROUND:

MHCC provides ongoing therapeutic activities for individuals in the public mental health system. The Annual Holiday Event is one of the activities that are provided.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Donna Wigand,
957-5111

cc: Tasha Scott, Barbara Borbon



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Novation Contract #74-249-6 with Catholic Charities CYO of the Archdiocese of San Francisco

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute, on behalf of the County, Novation Contract #74-249-6 with Catholic Charities CYO of the Archdiocese of San Francisco, a non-profit corporation, in an amount not to exceed \$300,000, to provide day treatment services for Seriously Emotionally Disturbed (SED) children at its St. Vincent's School for Boys for the period from July 1, 2009 through June 30, 2010. This Contract includes a six-month automatic extension through December 31, 2010, in an amount not to exceed \$150,000.

FISCAL IMPACT:

This Contract is funded 55% Federal Medi-Cal, 30% State Early and Periodic Screening, Diagnosis and Treatment, 10% Individuals with Disabilities Education, 5% Mental Health Realignment.

BACKGROUND:

This Contract meets the social needs of County's population in that it provides subacute treatment services to SED children to reduce the need for hospitalization.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Donna Wigand,
957-5111

BACKGROUND: (CONT'D)

On November 18, 2008, the Board of Supervisors approved Novation Contract #74-249-5 with Catholic Charities CYO of the Archdiocese of San Francisco, for the period from July 1, 2008 through June 30, 2009, which included a six-month automatic extension through December 31, 2009, for the provision of day treatment, mental health, and medication support services for SED children at its St. Vincent's School for Boys.

Approval of Novation Contract #74-249-6 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2010.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Contract #23-423-3 with The PC Professional Incorporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Pat Godley) to execute on behalf of the County, Contract #23-423-3 with The PC Professional Incorporation, a corporation, in an amount not to exceed \$378,000, to provide consultation and technical assistance to the Department's Information Systems Unit Director with regard technical support services, for the period from November 1, 2009 through October 31, 2010.

FISCAL IMPACT:

This Contract is funded 100% by budgeted Enterprise Fund I.

BACKGROUND:

The Department requires temporary supplemental personnel when needed to complete projects that require computer technical services in a timely manner.

On December 9, 2008, the Board of Supervisors approved Contract #23 423 1 (as amended by Amendment Agreement #23-423-2) with the PC Professional Incorporation

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/10/2009 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: November 10, 2009

Contact: Patrick Godley,
957-5405

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

By: , Deputy

cc: Tasha Scott, Barbara Borbon

BACKGROUND: (CONT'D)

to provide consultation and technical assistance to the Department's Information Systems Unit with regard to technical support services, as requested by County, for the period from November 1, 2008 through October 31, 2009.

Approval of Contract #23-423-3 will allow the Contractor to continue to provide services, through October 31, 2010.

CLERK'S ADDENDUM

RELISTED to a date undetermined.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Novation Contract #74-351-1 with Sunbridge Harbor View Rehabilitation Center

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute, on behalf of the County, Novation Contract #74-351-1 with Sunbridge Harbor View Rehabilitation Center, a non-profit corporation, in an amount not to exceed \$127,750, to provide residential care and mental health services to severely emotionally disturbed adolescents for the period from July 1, 2009 through June 30, 2010. This Contract includes a six-month automatic extension through December 31, 2010, in an amount not to exceed \$63,875.

FISCAL IMPACT:

This Contract is funded 50% by Mental Health Realignment and 50% by Contra Costa County Employment and Human Services Department.

BACKGROUND:

This Contract meets the social needs of County's population in that it provides residential care and mental health services to severely emotionally disturbed adolescents, including medication support, and individual and group therapy services at a locked, skilled nursing facility. In May 2009, the County Administrator approved and

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Donna Wigand,
957-5111

BACKGROUND: (CONT'D)

Purchasing Services Manager executed Contract #74-351 with Sunbridge Harbor View Rehabilitation Center, for the period from March 6, 2009 through June 30, 2009, which included a six-month automatic extension through December 31, 2009, for the provision of residential care and mental health services to severely emotionally disturbed adolescents, including medication support, and individual and group therapy services at a locked, skilled nursing facility.

Approval of Novation Contract #74-351-1, replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2010.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Novation Contract #24-859-18 with Edgewood Center for Children and Families

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute, on behalf of the County, Novation Contract #24-859-18 with Edgewood Center for Children and Families with Edgewood Center for Children and Families, a non-profit corporation, in an amount not to exceed \$220,460, to provide day treatment services for Severely Emotionally Disturbed (SED) children, for the period from July 1, 2009 through June 30, 2010. This Contract includes a six-month automatic extension through December 31, 2010, in an amount not to exceed \$55,115.

FISCAL IMPACT:

This Contract is funded 24% by Federal Medi-Cal (FFP), 24% by State Early and Periodic, Screening, Diagnostic and Treatment (EPSDT), and 52% by Individuals with Disabilities Education Act (IDEA/SB90). There is no net County cost associated with this contract.

BACKGROUND:

This Contract meets the social needs of County's population in that

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/10/2009 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: November 10, 2009

Contact: Donna Wigand,
957-5111

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

By: , Deputy

cc: B Borbon, D Morgan

BACKGROUND: (CONT'D)

it provides subacute treatment services for SED children to reduce the need for hospitalization.

On December 16, 2008, the Board of Supervisors approved Novation Contract #24-859-17 with Edgewood Center for Children and Families for the period from July 1, 2008 through June 30, 2009, which included a six-month automatic extension through December 31, 2009, for the provision of day treatment services for SED children. Approval of Novation Contract #24-859-18 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2010.

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).

CLERK'S ADDENDUM

Item removed from Agenda by CAO, to return date uncertain.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Novation Contract #24-308-37 with Early Childhood Mental Health Program

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Donna Wigand), to execute, on behalf of the County, Novation Contract #24 308-37 with Early Childhood Mental Health Program, a non-profit corporation, in an amount not to exceed \$1,440,665, to provide specialized mental health services to children and their families in West County for the period from July 1, 2009 through June 30, 2010. This Contract includes a six-month automatic extension through December 31, 2010, in an amount not to exceed \$720,332.

FISCAL IMPACT:

This Contract is funded 50% by Federal Medi Cal Revenue, 48% by State Early and Periodic Screening, Diagnostics, and Treatment Program, and 2% Mental Health Realignment.

BACKGROUND:

This Contract meets the social needs of County's population in that it provides school and community based mental health services, including assessments; individual, group and family therapy; medication support; case management; outreach; and crisis intervention services

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Donna Wigand,
957-5111

BACKGROUND: (CONT'D)

for Seriously Emotionally Disturbed (SED) middle and high school aged children and their families. On January 27, 2009, the Board of Supervisors approved Novation Contract #24 308-36 with Early Childhood Mental Health Program for the period from July 1, 2008 through June 30, 2009, (which included a six-month automatic extension through December 31, 2009) for the provision of specialized mental health services to children and their families.

Approval of Novation Contract #24 308-37 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2010.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Contract #27-790 with Walgreen Co.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee (Patricia Tanquary), to execute, on behalf of the County, Agreement #27-790 with Walgreen Co., a corporation, in an amount not to exceed \$100,000 for dispensing Influenza Virus H1N1 antiviral medications to Contra Costa County residents, for the period November 1, 2009 through October 31, 2010.

FISCAL IMPACT:

100% by State Funds. No County match required.

BACKGROUND:

On April 26, 2009, the United States Secretary of Health and Human Services declared a National Public Health Emergency due to the risk of an Influenza Virus H1N1 (Swine Flu) outbreak. The Influenza Virus H1N1 is a contagious disease. The County Health Officer for Contra Costa Health Services Department has the authority under the Contra Costa County Charter and Codes to control and prevent the spread of any dangerous contagious or infectious diseases that may occur within his or her jurisdiction. The seasonal influenza vaccine is not effective for prevention of Influenza

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Katherine Sinclair, Deputy

Contact: Patricia Tanquary,
313-6004

BACKGROUND: (CONT'D)

Virus H1N1. Contra Costa County is in receipt of the antiviral medications to address Influenza Virus H1N1. It has become necessary to disburse antiviral medications to entities in Contra Costa County and to dispense, as needed, for infected or exposed persons. In conjunction with the County's Public Health Department, Walgreen Co. pharmacy locations possess the appropriate State licensure to dispense medications. This Agreement includes mutual indemnification for any and all claims, or losses resulting from negligent act or willful misconduct of County or Walgreen Co.

Approval of Agreement #27-790 will allow Contractor to dispense H1N1 antiviral medication as request for treatment or prophylaxis of exposed persons using protocols approved by County's Health Officer, through October 31, 2010.



Contra
Costa
County

To: Board of Supervisors
From: Warren Rupf, Sheriff-Coroner
Date: November 10, 2009

Subject: Purchase Order - ECS: Engineered Control Systems

RECOMMENDATION(S):

RATIFY the purchase of equipment and services by the Purchasing Agent, on behalf of the Sheriff-Coroner, from ECS - Engineered Control Systems for the replacement of the intercom system at the West County Detention Facility in an amount not to exceed \$141,500.

FISCAL IMPACT:

\$141,500; 100% County Capital Reserve Fund.

BACKGROUND:

EMERGENCY ACTION ITEM: The Stentofon intercom exchange controller, the primary communications system utilized by all staff members at the West County Detention Facility (WCDF), is no longer functioning. This vital piece of mission critical equipment promotes the safe, secure, and constitutionally sound operation of the facility, providing a critical link during routine and emergency operations. It enables communication between visitors, professional visitors/attorneys, emergency responders from medical, mental health and sworn personnel, allowing for appropriate management of inmate population.

Due

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 11/10/2009

APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Eileen Devlin, 335-1557

cc:

BACKGROUND: (CONT'D)

to the urgency and critical need to immediately replace this equipment, the General Services Department solicited informal bids for the purchase and installation of a Stentofon system at the WCDF. Of the two bids submitted, vendor ECS – Engineered Control Systems was selected because it met system installation requirements, offered an extensive parts and labor warranty, and was a previous installer of the same equipment in the Martinez Detention Facility.

This action waives the formal bidding process and allows vendor ECS-Engineered Control Systems to be selected for the project.

CONSEQUENCE OF NEGATIVE ACTION:

Our inability to efficiently communicate with staff is seriously undermining security and the ability of emergency responders to render the aid we are required to provide.

CHILDREN'S IMPACT STATEMENT:



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Integrated Pest Management Policy Revision

RECOMMENDATION(S):

APPROVE proposed revisions to the Contra Costa Integrated Pest Management Policy, as recommended by the Health Services Director.

FISCAL IMPACT:

None.

BACKGROUND:

In the process of writing the bylaws for the Integrated Pest Management (IPM) Advisory Committee, several inconsistencies arose between the bylaws and the IPM Policy. The IPM Task Force approved the following major changes in the IPM Policy:

1. The IPM Coordinator will serve as staff to the IPM Advisory Committee (the Committee) and not as chair.
2. The IPM Coordinator, the University of California representative, and the member representing both the Pesticide Applicators' Professional Association and the Pest Control Operators of California were removed from the list of the Committee's members.
3. Three (3) public members were added to the Committee's membership.
4. The clause

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Randy Sawyer,
646-2286

cc: Tasha Scott, Barbara Borbon

BACKGROUND: (CONT'D)

referring to the use of “Technical Advisory Committees” was deleted and replaced by a clause allowing the Committee to form subcommittees of its members to research and explore specific issues that come before the Committee.

Other minor changes were made to correct typographical errors and make language conform to the Committee bylaws.

ATTACHMENTS

CONTRA COSTA COUNTY
INTEGRATED PEST MANAGEMENT POLICY
September 2009

To protect public health, county resources and the environment it will be the policy of Contra Costa County to manage pests within county pest management programs in and on county maintained properties and facilities, using Integrated Pest Management (IPM) principles and techniques.

The mission is to promote the combined use of physical, cultural, biological and chemical control methods to effectively manage pests with minimal risk to humans and the environment.

For the purposes of this policy the County adopts the Integrated Pest Management definition provided by the University of California Statewide IPM Project: Integrated Pest Management is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates that they are needed according to established guidelines, and treatments are made with the goal of removing only the target organisms. Pest control materials are selected and applied in a manner that minimizes risks to human health, to beneficial and non-target organisms, and to the environment.

The goals of this countywide policy are to:

1. Minimize risks to the general public, staff and the environment as a result of pest control activities conducted by County staff and contractors.
2. Require County departments to create, implement and periodically review written IPM programs specific to their operational needs and consistent with the U.C. definition above and this policy.
3. Promote availability, public awareness and public input into written county pest management programs and records.
4. Help create public awareness and education of IPM techniques.

To achieve these goals the County has established the following objectives:

1. Require County departments to use IPM programs.
2. Incorporate County IPM policies and practices into county pest control contracts.
3. Require annual reporting of development and implementation of IPM programs.
4. Create or designate a County IPM Coordinator to report to the County Administrator and Board of Supervisors.
5. Create an IPM Advisory Committee to assist Departments in reviewing pest control alternatives and related costs or impacts.

6. Provide annual IPM training and outreach programs to address the needs of County Departments and employees.

Require Departments to Use IPM Programs:

- The Agriculture, General Services, Health and Public Works Departments who use pest management techniques when providing services will be required to develop a written IPM Program and designate an IPM Coordinator responsible for implementation.
- Departments who do not use pest management techniques when providing services to the public will designate Facilities Coordinators who will receive periodic training in the County IPM program and IPM concepts. Facilities Coordinators will be responsible for adherence with County IPM policies at their designated sites.

Incorporate County IPM Policies and Practices in County Pest Control Contracts

- General Services will work with the IPM Advisory Committee to develop Pest Control Contract Specifications that will ensure the County's IPM Policy and Practices are adhered to by all licensed pest control contractors performing work on county maintained properties and facilities.

Require Annual Reporting of Development and Implementation of IPM Programs.

- It is understood that development and implementation of IPM programs will take time. Department IPM Coordinators will prepare annual reports on department pest control activities to the County Administrator. Facilities Coordinators will also annually report any pest control activities that have taken place at their site. The department annual reports will be reviewed by the IPM Advisory Committee. The IPM Advisory Committee shall compile the information into an annual report that will be submitted to the County Administrator and the Board of Supervisors.

Create or Designate a County IPM Coordinator to Report to the Board of Supervisors.

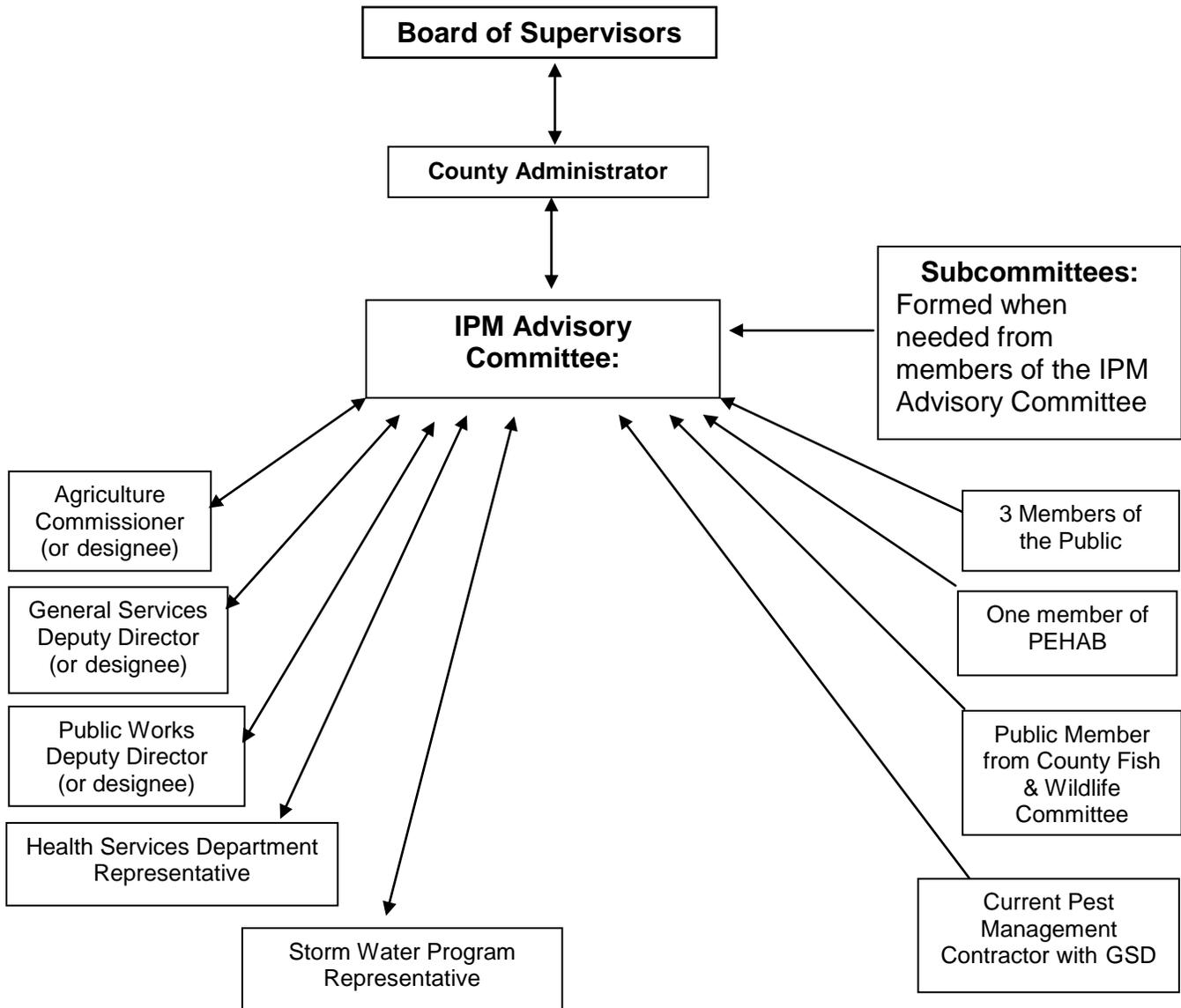
- In recognition that development, implementation and oversight of a County IPM Program requires allocation of resources, the position of County IPM Coordinator should be established and funded. The County IPM Coordinator will serve as a resource for Department Heads to insure compliance with the County IPM policy. The County IPM Coordinator is required to also work as part of the IPM Advisory Committee to assist Department Heads in identifying priorities and in acquiring data to properly evaluate pest control needs and appropriate solutions.
- The County IPM Coordinator will serve as **staff** to the IPM Advisory Committee.
- The County IPM Coordinator will provide two annual updates to the PEHAB and Fish and Wildlife Committees.

Create an IPM Advisory Committee to Assist Departments in Reviewing Pest Control Solutions and Related Costs or Impacts.

- An IPM Advisory Committee will be created consisting of the Agricultural Commissioner, or designee; General Services Deputy Director, or designee; Public Works Deputy Director or designee; Health Services Department representative; County Storm Water Program representative; a Public and Environmental Health Advisory Board member, a public member from the County Fish & Wildlife Committee; the current pest management contractor with the General Services Department, and three (3) members of the public. The Advisory Committee will serve as a resource to help both Department Heads and the Board of Supervisors review and improve existing programs and the processes used for making pest management decisions.
- **DELETE:** The IPM Advisory Committee may use Technical Advisory Committees to develop information regarding pest control decisions. The IPM Technical Advisory Committee will include a representative from East Bay Regional Park District, Contra Costa Mosquito & Vector Control District, Contra Costa Water District, the University of California Cooperative Extension, Pesticide Applicators Professional Association and/or Pest Control Operators of California and other appropriate representatives with expertise in a specific field.
- **REPLACE with:** The IPM Advisory Committee may form subcommittees of its members to research and explore specific issues that come before the Committee. The goal of a subcommittee is to provide a working forum for interaction and information exchange among experts and staff focusing on issues needing in-depth consideration.
- Information regarding preferred pest control solutions must include data regarding comparative efficacy, cost, environmental impact and hazards to the public and applicator. Information and recommendations must be based on the best science available.
- The IPM Advisory Committee would also work with the County IPM Coordinator to develop IPM training programs for County Departments and their employees to assist in compliance with the county's IPM policy. Additional support could also be provided to County Departments who wish to develop public outreach programs to address environmental and public health concerns.

Provide Annual IPM Training and Outreach Programs to Address the Needs of County Departments and Employees.

- Training programs will be developed under the direction of County IPM Coordinator with the concurrence of the IPM Advisory Committee to ensure that Department Facilities Coordinators understand IPM techniques and County policy. Utilizing resources such as the U.C. Pest Management Guidelines that have been developed by the University of California Statewide IPM Program, training classes on integrated pest management techniques will be developed and made available for County employees.
- Public outreach programs to address environmental and health concerns will also be developed to complement existing county programs.





AIR-2893

Consent 74.

BOS Agenda

Other Actions

Meeting Date: 11/10/2009

Time (Duration):

Integrated Pest Management Advisory Committee Bylaws

Submitted For: William Walker, M.D., Health Services Director

Department: Health Services Division: HSD Contracts and Grants

Noticed Public Hearing: No Official Body: Board of Supervisors

Presenter/Phone, if applicable: Audio-Visual Needs:

Handling Instructions: District: All Districts

Contact, Phone: Randy Sawyer,
646-2286**Recommendation(s):**

Approve the attached bylaws governing the Integrated Pest Management (IPM) Advisory Committee.

Fiscal Impact:

None.

Background:

In December 2007, the Transportation, Water and Infrastructure Committee recommended that the Board of Supervisors direct the IPM Coordinator to form a "Technical Advisory Committee to supersede the IPM Task Force." On January 15, 2008, the Board of Supervisors approved the recommendation.

After the IPM Coordinator was hired in January 2009, work began on bylaws for what is now called the IPM Advisory Committee. The IPM Task Force approved the bylaws at their September 2009 meeting.

Approval of this request will formally establish the Integrated Pest Management Advisory Committee, establish the membership of the Committee and provide guidance to the Committee members in their efforts.

Information about available funds

Budgeted:

Funds Available:

Adjustment:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

IPM ByLaws - Attachment A

Minutes Attachments

No file(s) attached.

ATTACHMENT A

CONTRA COSTA COUNTY INTEGRATED PEST MANAGEMENT ADVISORY COMMITTEE BY-LAWS

I. Name and Definition

- A. The name of this advisory body to the Contra Costa Board of Supervisors shall be the “Contra Costa County Integrated Pest Management Advisory Committee,” hereafter referred to as the “Committee.”
- B. “Integrated Pest Management” (hereinafter, “IPM”) is defined as “an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates that they are needed according to established guidelines, and treatments are made with the goal of removing only the target organisms. Pest control materials are selected and applied in a manner that minimizes risks to human health, to beneficial and non-target organisms, and to the environment.”

II. Purpose (Mission Statement)

The general purposes of the Committee shall be as follows:

- A. Protect and enhance public health, County resources, and the environment;
- B. Minimize risks and maximize benefits to the general public, staff and the environment as a result of pest control activities conducted by County staff and contractors;
- C. Promote a coordinated County-wide effort to implement IPM in the County in a manner that is consistent with the Board-adopted IPM Policy;
- D. Serve as a resource to help Department Heads and the Board of Supervisors review and improve existing pest management programs and the processes for making pest management decisions;
- E. Make policy recommendations upon assessment of current pest issues and evaluation of possible IPM solutions; and
- F. Provide a forum for communication and information exchange among members in an effort to identify, encourage, and stimulate the use of best or promising pest management practices.

III. Membership

- A. The membership of the Committee shall be composed of the following:
 - 1. Eight (8) ex-officio members as follows:
 - a. Department representatives
 - i. Agricultural Commissioner, or designee
 - ii. General Services Deputy Director or designee
 - iii. Public Works Deputy Director or designee
 - iv. Health Services Department Representative
 - b. Other members
 - i. Storm Water Program Representative
 - ii. Public and Environmental Health Advisory Board Representative
 - iii. Public Member from County Fish & Wildlife Committee
 - iv. Current Pest Management Contractor with General Services Department
 - 2. Three (3) members of the public (Type 2, “At Large Appointments,” per Resolution No. 2002-377)
- B. Membership Requirements
 - 1. In order to reflect the diverse ethnic and racial makeup of the persons and families in the community, each member must reside or work in Contra Costa County.
 - 2. If a member’s work status or residence changes, he/she must notify the Committee in writing, within thirty (30) days of their change in status. The Chair will review the change of status and

determine if the member is still eligible for membership according to these by-laws. If they are found to be ineligible, the member will be asked to resign his/her position.

C. Responsibilities of Membership

Each member must:

1. Have an interest in and commitment to the Purpose (Mission Statement) of the Committee;
2. Demonstrate knowledge of, interest in, and commitment to improvement of IPM practices in Contra Costa County;
3. Attend Committee meetings;
4. Notify the IPM Coordinator, in advance, of any unavoidable absence from a meeting; and
5. Must comply with the Contra Costa County Policy for Board Appointees concerning Conflict of Interest and Open Meetings, Resolution No. 2002/376.

D. Resignation

Any member who desires to resign his or her position with the Committee must do so in writing and file it with the Chair and Secretary of the Committee.

IV. Staff to the Committee

The County IPM Coordinator shall serve as staff to the Committee. Staff shall issue and distribute agendas in accordance with the Brown Act. Staff shall finalize minutes and distribute to members within a week after each meeting.

V. Organization of the Committee

A. *Officers*: The officers of the Committee shall be the Chair, Vice-Chair, and Secretary.

B. *Duties of Officers*:

1. It shall be the duty of the Chair to preside at all meetings.
2. In the absence of the Chair, the Vice-Chair shall assume the duties of the Chair. Should both senior officers be unavailable, the Secretary shall preside.
3. The Secretary, or a designee of the Chair, shall take notes at all meetings

C. *Subcommittees*:

1. The purpose of a Subcommittee is to research and explore specific issues in-depth that come before the Committee.
2. The goal of a Subcommittee is to provide a working forum for interaction and information exchange among experts and staff focusing on issues needing in-depth consideration.
3. The Committee Chair shall designate Subcommittee members from the Committee with advice from the Committee.
4. For those issues that are technical in nature, the Subcommittee Chair, with a majority vote from the Subcommittee members, may invite experts from other agencies or institutions, such as East Bay Regional Park District, Contra Costa Mosquito & Vector Control District, Contra Costa Water District, the University of California Cooperative Extension, Pesticide Applicators Professional Association, Association of Applied IPM Ecologists, and/or Pest Control Operators of California and other appropriate representatives with technical expertise in a specific field to attend Subcommittee meetings to provide input and/or report to the Subcommittee.
5. Only the Subcommittee members will have voting rights to make final decisions regarding recommendations to send to the full Committee.

VI. Terms/Elections

A. Committee:

1. The terms for the Department Representatives do not expire. All other members shall serve for a term of two (2) calendar years. Any vacancies during the term of the member shall be filled for the remainder of that two (2) calendar year term. Members may serve more than one (1) two-year term if reappointed.
2. The Committee shall elect its officers every two (2) years, at the last meeting of each even numbered calendar year. Officers shall be elected by a simple majority of those present.
3. New officers shall assume their duties at the first meeting of the calendar year following their election.
4. Officers shall serve for a term of two (2) years. Any vacancies during the term of the officer shall be filled for the remainder of that two (2) calendar year term. Officers may serve more than one (1) two-year term if re-elected.
5. Should an officer resign, the vacancy will be filled by election at the next regular meeting.
6. Members with two (2) absences in a calendar year may be recommended by the Committee for removal from membership to the Board of Supervisors.
7. Committee vacancies will be filled per the Maddy Local Appointive List Act of 1975.

B. Subcommittees:

1. The Committee Chair selects Subcommittee members.
2. Subcommittee members recommend a Subcommittee chair to the Committee Chair, if needed.

VII. Duties of the Committee and Subcommittees

A. The general duties of the Committee shall include:

1. Working with County Departments to create, promote, implement, and periodically evaluate IPM programs, strategies, and policies specific to their operational needs and consistent with the County IPM Policy;
2. Recommending policies;
3. Prioritizing work of the IPM Coordinator;
4. Coordinating pest management among all areas of the County;
5. Forming Subcommittees to assist in the work of the Committee as deemed necessary by the Committee;
6. Promoting ongoing and expanded cross training among departments on IPM issues;
7. Promoting availability, public awareness, and public input into written county pest management programs, protocols, and records;
8. Helping create public awareness of IPM and promote public education on IPM techniques; and
9. Providing an ongoing forum for consensus and resolution of IPM issues.

B. The general duties of the Subcommittees shall include:

1. Researching and discussing matters requiring in depth consideration; and
2. Making specific recommendations to the Committee as appropriate.

VIII. Meetings

- A. The Committee shall meet every other month on the first Wednesday of the month from 10:00 a.m. to 12:00 p.m.
- B. All meetings of the Committee shall be open to the public and all interested persons shall be permitted to attend meetings. Time shall be set aside for limited public comment on items not on the posted agenda.

Board Order

Page 4 of 5

- C. A notice of the regular meeting, with an attached agenda, shall be posted in a public notice area not less than ninety-six (96) hours prior to the meeting, pursuant to the Brown Act and the Better Government Ordinance.

D. Voting at Meetings:

1. A quorum must be present for any vote on matters before the Committee to be valid. A quorum shall be defined as six (6) or more members.
2. A majority vote (at least six [6] “yes” votes) is necessary to pass any policy recommendation for the Board of Supervisors. A majority of members present can pass matters other than recommendations to the Board of Supervisors.

IX. By-Laws/Amendments

These by-laws will govern the membership, organization, and meetings of the Committee. These by-laws may be amended by majority vote at any regular Committee meeting, a quorum being present, with prior notice to the membership.

X. Annual Objectives

The Committee shall review and adopt annual objectives at the first meeting of the calendar year.

XI. Reports to the Board of Supervisors

The Committee shall submit a status report on the activities of the Committee as directed, but no less frequently than annually, to the Transportation, Water & Infrastructure Committee of the Board of Supervisors. In addition, the Committee shall submit an annual report to the County Board of Supervisors in accordance with Section IV of Resolution No. 2002/377 (6/18/02).

XII. Committee Records

Records of the Committee shall be housed at the office of the IPM Coordinator.



Contra
Costa
County

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: November 10, 2009

Subject: Contra Costa County Area Agency on Aging Area Plan Year End Report for Fiscal Year (FY) 2008-2009

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to submit the Contra Costa County Area Agency on Aging Area Plan Year End Report for fiscal year (FY) 2008-2009 to the California Department of Aging and AUTHORIZE the Chair, Contra Costa Board of Supervisors, to sign the Letter of Transmittal.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Contra Costa County Area Agency on Aging (AAA) provides services for older residents of the County under the Older Americans Act (OAA) and Older Californians Act (OCA). The AAA continued to provide through contracts, Congregate Meals, Home Delivered Meals, Legal Assistance, In-Home Service Registry, Friendly Visitor, Adult Day Care, Errand and Escort Services, and Transportation programs under OAA. OCA funding allowed AAA to provide through contracts, Alzheimer's Day Care Resource Center services, Respite Registry, Brown Bag and Senior Companion programs.

In addition, AAA directly provided

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: John Cottrell 3-1602

cc:

BACKGROUND: (CONT'D)

Information and Assistance, Disease Prevention and Health Promotion programs, Linkages, and Health Insurance Counseling Advocacy Programs (HICAP). AAA developed services for the Family Caregiver Support Program providing financial, legal and medical education, Respite Program, Multicultural Connection Program, Assistive Technology and the Grandparents Caregiver Support Program. AAA continued to provide program development, coordination, administration and planning to enhance the lives of older residents of Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

AAA End of Year Report 2009

AAA Transmittal Ltr 2009

Appendix XIII – PSA # 7 Year-End Report

Check each applicable planning cycle:

FY 2004-05 FY 2005-06 FY 2006-07 FY 2007-08 FY 2008-2009

Person completing the report: Name/Title Lori Larks

Telephone #: (925) 335-8800 E-Mail larksl@ehsd.cccounty.us

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Section I: Significant AAA Highlights and Accomplishments

FY 2008-2009 was marked with unprecedented cutbacks throughout the Employment & Human Services Department (EHSD), in which the Contra Costa County Area Agency on Aging (AAA) is situated. In this fiscal year the AAA lost a full-time program manager, two consultants in senior transportation, Advisory Council consultants, a senior staff assistant, and clerical staff. There wasn't a single level of staffing that remained intact. In addition the February 2009 state budget put our programs at risk and the subsequent state budget amendments and agreements had a particularly deleterious effect upon senior programs. Against this backdrop the core activities of the AAA and advisory council continued.

Advisory Council

The Advisory Council showed resiliency this fiscal year as it lost its contract consultant who staffed it and its committees and workgroups. It had to reorganize and provide its own support. Remaining AAA staff took over some functions to support the membership, planning, and executive committees.

This past year a grass roots effort called CASE (Communities Against Senior Exploitation) was established in large part by an Advisory Council member. CASE conducts education and prevention presentations to a range of community organizations, such as church groups, senior centers, fraternal organizations, senior living facilities, and others. These presentations provide information on how seniors can protect themselves from fraud, scams, ID theft, and particular types of elder financial abuse.

The CASE team is a cross section of community leaders including The California Department of Consumer Affairs, City of Richmond Commission on Aging, Contra Costa County District Attorney's Office, Contra Costa for Every Generation, East County Senior Coalition, EHSD Aging and Adult Services, Elder Financial Protection Network, and JFK University Elder Law Clinic. A speakers' bureau has been established with volunteers from throughout the county available to speak to a range of community groups.

Title III B providers

Many of our contracted service providers lost some of their funding and had to consolidate staff and reduce hours. The most striking example was the Long-Term Care Ombudsman program. Other non-profits lost some private sources of funding, but not to the same extent as Ombudsman. Other providers who cut back hours and/or pay include the Friendly Visitor program, Assisted Transportation, and the Home Chore Registry.

HICAP

In FY 08-09 the Health Insurance Counseling and Advocacy Program (HICAP) planned for the Baby Boomer Generation by launching its website that was designed and is maintained by a HICAP volunteer. HICAP also offers "Welcome to Medicare" seminars throughout Contra Costa County. HICAP expanded its volunteer base by registering five new Counselors, training three new Long-Term Care Counselors, and five new volunteer Community Educators. In addition HICAP recruited four new Administrative Volunteers. With more Medicare beneficiaries struggling financially, HICAP increased its efforts to help people access public benefit programs and other resources for medical care by increasing counseling to low-income seniors and outreach to professionals.

Information and Assistance

Due to budget cuts the Information and Assistance unit's size has been reduced by 55%. There are currently three information specialists, one clerk, and one supervisor. The call volume, however, has remained high. In fiscal year 08-09 there were 21,401 contacts and in 07-08 there were 19,246. In order to keep up with the work load both the clerk and the supervisor often take the simple straightforward calls, leaving the social workers to answer the more complex ones, including Adult Protective Services referrals. Though it has not been tracked, the I&A program has seen a noticeable increase in calls relating to foreclosure issues.

Emergency Preparedness

In FY 2008-2009, the AAA continued with its Emergency Preparedness Initiative by partnering with the Contra Costa County Office of Emergency Services, Department of Public Health, Red Cross, and other county and community based organizations in an effort to increase staff personal preparedness, agency preparedness, and client preparedness. One result of this effort was the re-organization and consolidation of the Contra Costa County Multi Agencies Partnering for Preparedness (MAPP) into a new broader organization re-named "ONE CC," which stands for Organizations Networking for Emergencies in Contra Costa.

At the end of FY 08-09, ONE CC continued its efforts to partner with the Fritz Institute of San Francisco to work toward Fritz Institute's goal of developing disaster resilient organizations in Contra Costa County. In FY 08-09, ONE CC conducted six educational programs and held two table top exercises. The AAA also participated in a joint OES and American Red Cross coordinated Care and Shelter Exercise at the Contra Costa County Fairgrounds. One of the effects of a large scale disaster is the complete collapse of some organizations serving vulnerable populations. Some organizations never recover or re-open their doors after a large scale disaster. The Fritz Institute recognizes this and is working to address the particular needs of community based organizations and how efforts can be accomplished to make these agencies more resilient during a disaster, and after recovery.

Fall Prevention Program of Contra Costa County

In FY 08-09, the new Fall Prevention Program of Contra Costa County successfully progressed from program planning to the implementation phase. One of its program highlights was establishing a Fall Prevention Coalition that consists of over 50 representatives from public, non-profit, and private organizations. The Coalition meets quarterly to network, share fall prevention best practices and resources, and to develop a county-wide educational campaign to prevent falls. In addition, the Coalition established committees to address four areas critical to preventing falls: exercise, home modification, medication management, and education. The committees meet monthly and have developed important fall prevention tools to distribute to seniors, such as a fall prevention checklist and resource guide, door hangers with fall prevention tips, and placemats for congregate meals sites that have illustrations of exercises that can help prevent falls.

Section II: Summary of Ideas

Ideas Generated as the Result of Service System Changes that Address Growth in the Older Adult Population

The growth in the older adult population is being propelled by the aging of the Baby Boomer generation. This means an increase in demand for long-term care and supportive services and the Area Agency on Aging (AAA) recognizes that service systems will have to change and expand to meet needs. Yet we find ourselves in a conundrum whereby budget problems have forced services to be cut at a time when it should be growing.

With the current budget crisis, the options for addressing the growth in the older adult population are limited. One option the AAA will pursue is to conduct needs assessments of seniors, especially assessments of Baby Boomers and underserved seniors.

During these lean budgetary times, we will need to explore creative assessment strategies that are both cost effective and methodologically sound. To start, we will collect and analyze senior-oriented data and surveys conducted by hospitals, community organizations, public policy organizations, and other sources.

The AAA will also craft a needs assessment plan that would include establishing a timeline, developing an assessment tool, and recruiting Advisory Council members, representatives from our service provider network, and volunteers who would be willing and ready to help conduct survey interviews and collect data. Our aim is to survey a sampling of the county's Baby Boomers, minority seniors, and individuals with low incomes.

In addition, we will address the growth of the older adult population by continuing to pursue community collaborations. We think these efforts can help alleviate the damaging impact local, state, and federal budget cuts have had on the service delivery system. We will continue to encourage community collaboration, bringing organizations together to work on common goals, avoiding unnecessary service duplications, and making better use of limited financial and human resources.

We will continue to work with our community partners in the Fall Prevention Program of Contra Costa County to develop a comprehensive menu of fall prevention services that includes exercise programs, home modification, education, and medication management. The AAA will continue to promote community-wide planning for the aging boom by providing technical assistance, guidance, and support to Contra Costa for Every Generation, a community collaborative dedicated to making Contra Costa more aging-friendly. Furthermore, we will continue to partner with East, Central, and West County Senior Coalitions to advocate for senior services and to provide outreach and education, health fairs, town hall meetings, and other services that meet the needs of seniors.

Section III: Service Units

TITLE III/VII SERVICE UNIT PLAN OBJECTIVES

PSA # 7
2007 – 2008 Year-End Report

TITLE III/VII

**1. Personal Care (In-Home)* Units of Service = (1-Hour)
Not Applicable: (check)**

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

**2. Homemaker (In-Home)* Units of Service = (1-Hour)
Not Applicable: (check)**

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

**3. Chore (In-Home)* Units of Service = (1-Hour)
Not Applicable: (check)**

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

4. Home Delivered Meals Units of Service = (1-Meal)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	304, 386	2	6, 7

* Indicates Title III-B Priority Services

5. Adult Day Care/Health*

**Units of Service = (1-Hour)
Not Applicable: (check)**

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	7975	2	21, 22, 23, 24

6. Case Management (Access)*

**Units of Service = (1-Hour)
Not Applicable: (check)**

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

7. Congregate Meals

Units of Service = (1-Meal)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	167, 443	2	6, 7

8. Nutrition Counseling

**Units of Service = (1-Hour)
Not Applicable: (check)**

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

9. Assisted Transportation (Access)*

**Units of Service = (One 1-way trip)
Not Applicable: (check)**

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	3310	2	16

* Indicates Title III-B Priority Services

10. Transportation (Access)*

Units of Service = (One 1-way trip)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	48922	2	6, 7

11. Legal Assistance*

Units of Service = (1-Hour)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	5510	2	5

12. Nutrition Education

Units of Service = (1-Session)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	4391	2	7

13. Information and Assistance (Access)*

Units of Service = (1-Contact)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	20,977	1, 3	1-5 / 1-4, 6-7, 10-11

14. Outreach (Access)*

Units of Service = (1-Contact)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	2, 316	1/ 2 / 7	7, 8 / 8, 10 / 4, 7

*Indicates Title III-B Priority Services

15. NAPIS Service Category 15 – “Other” Title III Services

Title III D, Disease Prevention/Health Promotion

Service Activity: Newsletter Health Pages

Units of Service ^E (# of Newsletters Distributed)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers (Required for Title III D)
2005-2006			
2006-2007			
2007-2008			
2008-2009	15,000	1 / 2 / 7	7, 8 / , 10 / 7

Title III D, Disease Prevention/Health Promotion

Service Activity: Health Faires

Units of Service ^E (# of Health Faires conducted)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers (Required for Title III D)
2005-2006			
2006-2007			
2007-2008			
2008-2009	10	1 / 2 / 7	7, 8 / 8, 10 / 3, 8

Title III D, Disease Prevention/Health Promotion

Service Activity: Active Aging Forums

Units of Service ^E (# of Forums Held)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers (Required for Title III D)
2005-2006			
2006-2007			
2007-2008			
2008-2009	2	2 / 7	13 / 9

Title III D, Disease Prevention/Health Promotion

Service Activity:

Units of Service ^E (# of Shows)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers (Required for Title III D)
2005-2006			
2006-2007			
2007-2008			
2008-2009	0		Discontinued

^E Entry Required

Title III D, Medication Management

Service Activity: Fact Sheet Distribution

Units of Service (# of Fact Sheets Distributed)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers (Required for Title III D)
2005-2006			
2006-2007			
2007-2008			
2008-2009	1,000	7	6

Title III D, Medication Management

Service Activity: Distribution of Pill Boxes

Units of Service (# of Pill Boxes Distributed)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers (Required for Title III D)
2005-2006			
2006-2007			
2007-2008			
2008-2009	1,541	7	6

Title III B, "Other Supportive Services"

Service Category: In-Home Registry

Units of Service and Activity (# of Hours)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	3,187	2	3

Title III B, "Other Supportive Services"

Service Category: Visiting

Units of Service and Activity (# of Hours)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	14,400	2	3

Other Support Services: Visiting (In-Home) now includes Telephoning (See Area Plan Budget).

Title III B, "Other Supportive Services"

Service Category: Health: Community Education/Advocacy

Units of Service and Activity^E (# of Hours)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2006-2007			
2007-2008			
2008-2009	56	1 / 2 / 7	7, 8 / 8, 10 / 4, 7

LONG-TERM CARE OMBUDSMAN

(Title III B and Title VII a)

Note: For completion of this section, see Instructions for SUP Objective Guidelines

Total number of cases to be closed: Units of Service = (one closed case)

	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	490	2	23

Training for Ombudsman staff and volunteers

(Includes 36-hour Certification Training and 12-Hour Required Annual Training)

Fiscal Year	Number of Sessions
2005-06	
2006-07	
2007-08	
2008-09	15

Fiscal Year	Number of Hours
2005-06	
2006-07	
2007-08	
2008-09	162

Fiscal Year	Total Number of Trainees
2005-06	
2006-07	
2007-08	
2008-09	43

Visits

Fiscal Year	Number of Visits to SNFs (Unduplicated Count)
2005-06	
2006-07	
2007-08	
2008-09	642

Fiscal Year	Number of Visits to RCFEs (Unduplicated Count)
2005-06	
2006-07	
2007-08	
2008-09	758

Visits, cont.

Fiscal Year	Projected Number of Volunteers needed
2005-06	
2006-07	
2007-08	
2008-09	70

Fiscal Year	Number of Existing Volunteers
2005-06	
2006-07	
2007-08	
2008-09	43

ELDER ABUSE PREVENTION SERVICES (TITLE VII b)

Activities that support the coordination of elder abuse prevention, investigation, and/or prosecution.

Units of Service = (1 Hour)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	690	2	5

Other Title VII b activities from Division 4000.

Service Category: Complaint Abuse Investigation

Units of Service ^E (# of Clients)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	53	2	5

Other Program Accomplishments

Fiscal Year	Total # of Public Education Sessions
2005-06	
2006-07	
2007-08	
2008-09	10

Fiscal Year	Total # of Training Sessions for Professionals
2005-06	
2006-07	
2007-08	
2008-09	6

Fiscal Year	Total # of Educational Materials Developed (Products)
2005-06	
2006-07	
2007-08	
2008-09	1

Fiscal Year	Total # of Educational Materials Distributed (Documents)
2005-06	
2006-07	
2007-08	
2008-09	

TITLE III E SERVICE UNIT PLAN OBJECTIVES

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TITLE III E

1. Outreach

Units of Service = (1-Contact)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	839	8	1 - 6

2. Community Education

Units of Service = (1-Hour)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	103	8	1-6

3. Information and Assistance

Units of Service = (1-Contact)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	1,403	8	1-6

4. Comprehensive Assessment

Units of Service = (1-Hour)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	264	8	1-6

5. Case Management

Units of Service = (1-Hour)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	913	8	1-6

6. Transportation

Units of Service = (One 1-way trip)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

7. Assisted Transportation

Units of Service = (One 1-way trip)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

8. Counseling

Units of Service = (1-Hour)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	1270	8	1-6

9. Caregiver Support Group

Units of Service = (1-Hour Meeting)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	1700	8	1-6

10. Caregiver ¹ Training

Units of Service = (1-Contact)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	368	8	1-6

11. Respite Care Services

Units of Service = (1-Hour)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	9,913	8	1-6

12. Minor Home Modifications

Units of Service = (1-Occurrence)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	31	8	1-6

13. Placement

Units of Service = (1-Placement)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

14. Homemaker

Units of Service = (1-Hour)
Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

¹ Caregiver: As defined in the Title III E Program: Unpaid, informal assistance provided by supportive family members or friends.

15. Chore

Units of Service = (1-Hour)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

16. Home Security & Safety

Units of Service = (1-Occurrence)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

17. Assistive Devices

Units of Service = (1-Single Occurrence)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	14	8	1-6

18. Visiting

Units of Service = (1-Hour)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

19. Congregate Meals

Units of Service = (1-Meal)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

20. Home Delivered Meals

Units of Service = (1-Meal)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

21. Legal Assistance

Units of Service = (1-Hour)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	12	8	1-6

22. Peer Counseling

Units of Service = (1-Hour)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

23. Translation/Interpretation

Units of Service = (1-Hour)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	108	8	1-6

24. Income Support/Material Aid

Units of Service = (1-Occurrence)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	135	8	1-6

25 Money Management

Units of Service = (1-Hour)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

26. Registry

Units of Service = (1-Match)

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

Other – Specify:

Service Category: _____
Requires PRIOR CDA Approval

Units of Service: ^E _____ entry required

Not Applicable: (check)

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009			

^E Entry required

**COMMUNITY BASED SERVICES PROGRAMS
SERVICE UNIT PLAN (CBSP) OBJECTIVES:**

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CBSP

Alzheimer's Day Care Resource Center (ADCRC)

Not Applicable: (check)

Fiscal Year	Goal Numbers
2005-2006	
2006-2007	
2007-2008	
2008-2009	2 (Obj 24)

Fiscal Year	Caregiver Group Support Sessions
2005-2006	
2006-2007	
2007-2008	
2008-2009	12

Fiscal Year	In-Service Training Sessions
2005-2006	
2006-2007	
2007-2008	
2008-2009	17

Fiscal Year	Public/Community Education Training Sessions
2005-2006	
2006-2007	
2007-2008	
2008-2009	78

Fiscal Year	Professional/Intern Educational Training Sessions
2005-2006	
2006-2007	
2007-2008	
2008-2009	4

Brown Bag

Not Applicable: (check)

Fiscal Year	Goal Numbers
2005-2006	
2006-2007	
2007-2008	
2008-2009	2 (Obj 18 – 20)

Fiscal Year	Actual # of Unduplicated Persons to be Served
2005-2006	
2006-2007	
2007-2008	
2008-2009	2,054

Fiscal Year	Actual lbs of Food to be Distributed
2005-2006	
2006-2007	
2007-2008	
2008-2009	689, 204, 96

Fiscal Year	Actual # of Volunteers
2005-2006	
2006-2007	
2007-2008	
2008-2009	315

Fiscal Year	Actual # of Volunteer Hours
2005-2006	
2006-2007	
2007-2008	
2008-2009	9,305

Fiscal Year	Actual # of Distribution Sites
2005-2006	
2006-2007	
2007-2008	
2008-2009	18

(CBSP) Respite Purchase of Services – RPOS

Not Applicable: (check)

Fiscal Year	Goal Numbers
2005-2006	
2006-2007	
2007-2008	
2008-2009	2

Fiscal Year	Actual Total # of Respite Hrs Purchased (Includes In-home, Day Care & Institutional hrs)
2005-2006	
2006-2007	
2007-2008	
2008-2009	140

Linkages

Not Applicable: (check)

Fiscal Year	Goal Numbers
2005-2006	
2006-2007	
2007-2008	
2008-2009	2 (Obj 26)

Fiscal Year	Number of Unduplicated Clients Served (Include Targeted Case Management and Handicapped Parking Revenue)
2005-2006	
2006-2007	
2007-2008	
2008-2009	65

Fiscal Year	Active Monthly Caseload (Include Targeted Case Management and handicapped parking revenue)
2005-2006	
2006-2007	
2007-2008	
2008-2009	86

Senior Companion

Fiscal Year	Goal Numbers
2005-2006	
2006-2007	
2007-2008	
2008-2009	

Fiscal Year	Volunteer Hours
2005-2006	
2006-2007	
2007-2008	
2008-2009	

Fiscal Year	Seniors Served
2005-2006	
2006-2007	
2007-2008	
2008-2009	

Not Applicable: (check)

Fiscal Year	Volunteer Service Years (VSYs)
2005-2006	
2006-2007	
2007-2008	
2008-2009	

Fiscal Year	Senior Volunteers
2005-2006	
2006-2007	
2007-2008	
2008-2009	

HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) SERVICE UNIT PLAN OBJECTIVES

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HICAP Services

References to Plan Goal(s) and Objective(s) related to HICAP Services without Legal Services Component

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	3,540	2 / 7	17 / 13 - 15

1. HICAP Budget without HICAP Legal Services Budget

Fiscal Year	Actual State & Federal Budget Amount
2005-06	
2006-07	
2007-08	
2008-09	\$289,481

2. Community Education

Fiscal Year	Actual # of Interactive Presentations in SFY. Unit of Service = (1 Presentation)
2005-06	
2006-07	
2007-08	
2008-09	64

3. Community Education

Fiscal Year	Actual # of Attendees reached at Interactive Presentations in SFY. Unit of Service = (1 Attendee Reached)
2005-06	
2006-07	
2007-08	
2008-09	1,654

4. Counseling

Fiscal Year	Actual # of Clients Counseled in SFY. Unit of Service = (1 Client Counseled)
2005-06	
2006-07	
2007-08	
2008-09	1,723

5. Counselors

Fiscal Year	Actual # of <u>Registered</u> Counselors for SFY. Unit of Service = (1 Unduplicated Registered Counselor)
2005-06	
2006-07	
2007-08	
2008-09	27

6. Counselors

Fiscal Year	Actual # of <u>Volunteer Registered</u> Counselors for SFY. Unit of Service = (1 Volunteer Registered Counselor)
2005-06	
2006-07	
2007-08	
2008-09	23

7. Counselors

Fiscal Year	Actual # of Active Counselors for SFY. Unit of Service = (1 Unduplicated Active Counselor)
2005-06	
2006-07	
2007-08	
2008-09	27

8. Counselors

Fiscal Year	Actual # of Volunteer Active Counselors for SFY. Unit of Service = (1 Unduplicated Volunteer Active Counselor)
2005-06	
2006-07	
2007-08	
2008-09	22

HICAP Legal Services (if funded and available through HICAP)

References to Plan Goal(s) and Objective(s) related to HICAP Legal Services Component

■	1	2	3
Fiscal Year	Actual Units of Service	Goal Numbers	Associated Program Goal and Objective Numbers
2005-2006			
2006-2007			
2007-2008			
2008-2009	181	2	28

9. HICAP Legal Services Budget Only

Fiscal Year	Actual State & Federal Budget Amount
2005-06	
2006-07	
2007-08	
2008-09	16,000

10. Clients

Fiscal Year	Actual Clients Served for SFY Unit of Service = (1 Client Served)
2005-06	
2006-07	
2007-08	
2008-09	28

11. Representation

Fiscal Year	Actual Hours of Legal Representation for SFY. Unit of Service = (1 Hour of Legal Representation)
2005-06	
2006-07	
2007-08	
2008-09	125

12. Representation

Fiscal Year	Actual Hours of Legal Backup Support to Staff for SFY. Unit of Service = (1 Hour of Legal Backup Support)
2005-06	
2006-07	
2007-08	
2008-09	8

LONG-TERM CARE OMBUDSMAN

(Title III B and Title VII a)

AREA PLAN OUTCOMES FOR THE LONG-TERM CARE OMBUDSMAN PROGRAM

Mission: As mandated by the Older Americans Act, the mission of the Long-Term Care Ombudsman Program is to seek resolution of problems and advocate for the rights of residents of long-term care facilities with the goal of enhancing the quality of life and care of residents. Baseline numbers are provided from each local Ombudsman Program's Fiscal Year (FY) 2003-2004 National Ombudsman Reporting System data. Targets are established by the local Ombudsman in consultation with the Area Agency on Aging and are approved by the State Long-Term Care Ombudsman.

1. *The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program. [OAA Section 712(a)(3)(5)]*

Measures and Targets:

A. Complaint Resolution Rate (AoA Report, Part I-E, Actions and Complaints)

1.	FY 2003-2004 Baseline: <u>740</u> complaints resolved plus <u>257</u> complaints partially resolved complaints divided by total complaints <u>1694</u> equals Baseline <u>59%</u>
2.	FY 2007-2008 Target: <u>75%</u> resolution rate
3.	FY 2008-2009 Target: <u>67%</u> resolution rate
Associated Program Goals and Objective Numbers: Goal 2, Objective 23	

B. Work with Resident Councils (AoA Report, Part III-R, #8)

1.	FY 2003-2004 Baseline: <u>12</u> number of meetings attended
2.	FY 2007-2008 Target: <u>22</u> number and <u>55%</u> increase
3.	FY 2008-2009 Target: <u>26</u> number and <u>15%</u> increase
Associated Program Goals and Objective Numbers: Goal 2, Objective 23	

C. Work with Family Councils (AoA Report, Part III-F, #9)

1. FY 2003-2004 Baseline: 18 number of meetings attended

2. FY 2007-2008 Target: 11 number and 38% decrease

3. FY 2008-2009 Target: 16 number and 31% decrease

Associated Program Goals and Objective Numbers: Goal 2, Objective 23

D. Consultations to Facilities (AoA Report, Part III-F, #4)

1. FY 2003-2004 Baseline: 360 number of consultations

2. FY 2007-2008 Target: 487 number and 35% increase

3. FY 2008-2009 Target: 512 number and 5% increase

Associated Program Goals and Objective Numbers: Goal 2, Objective 23

E. Information and Consultations to Individuals (AoA Report, Part III-F, #5)

1. FY 2003-2004 Baseline: 1669 number of consultations

2. FY 2007-2008 Target: 1,090 number and 5% increase

3. FY 2008-2009 Target: 1,145 number and 5% increase

Associated Program Goals and Objective Numbers: Goal 2, Objective 23

F. Community Education (AoA Report, Part III-F, #10)

1. FY 2003-2004 Baseline: 7 number of sessions

2. FY 2007-2008 Target: 10 number of sessions and 30% increase

3. FY 2008-2009 Target: 15 number of sessions and 50% increase

Associated Program Goals and Objective Numbers: Goal 2, Objective 23

G. Systems Advocacy

FY 2007-2008 Target: Ombudsman Services of Contra Costa worked with the Contra Costa County Public Health Department to provide disaster preparedness planning to Skilled Nursing Facilities (SNF) and Residential Care Facilities for the Elderly (RCFE) in Contra Costa County. The public health nursing students went out to our long term care facilities and did emergency planning surveys. As a result of this activity, Stonebrook, a 120 bed SNF had their eleven department managers complete the Community Emergency Response Team (CERT) training.

The second phase of education for nursing students that Ombudsman provided was in regards to large assisted living facilities in our county. On September 21, 2007, a presentation to the nursing students regarding SNF and RCFE licensing requirements, self-assessment guidelines for Community Care Licensing (CCL) and Ombudsman's role as advocates to residents was made. The Ombudsman Director spoke to the students about the challenges small 6-8 bed facilities pose for the Ombudsman program.

The Ombudsman Program is especially concerned about the small 6-8 bed residential care facilities in the event of a disaster. By bringing community resources to the owners and caregivers in the homes, and training them to deal with emergency situations, these facilities will know where to get help in their individual community. The facilities will be identified to our local fire departments and emergency services. Our fragile, elderly residents will have the best opportunity to receive the care they need in the event of an emergency.

The Ombudsman Director spoke to managers and owners of SNF's and RCFE's about Ombudsman Services and licensing requirements. Three separate presentations were made in FY 07-08.

Measures and Targets:

2. Residents have regular access to an Ombudsman. [OAA Section 712(a)(3)(D), (5)(B)(ii)]

A. Regular Nursing Facility Resident Visitation (AoA Report, Part III-F, #6)

The target should be 100% of facilities visited. Refer to the NORS definition of regular visitation, which is at least one visit on a quarterly basis.

1. FY 2003-2004 Baseline: 100%

(710 number of regular visitations divided by the number of 32 nursing facilities)

2 FY 2007-2008 Target: 1% increase in the number of regular resident visitations (718 visits)

3. FY 2008-2009 Target: 11% decrease in the number of regular resident visitations (642 visits)

Associated Program Goals and Objective Numbers: Goal 2, Objective 23

B. Regular Residential Care Facility for the Elderly Resident Visitation

(AoA Report, Part III-F, #6 – board and care facilities) The target should be 100% of facilities visited. Refer to the NORS definition of regular visitation, which is at least one visit on a quarterly basis.

1.	FY 2003-2004 Baseline: <u>75%</u> (<u>228</u> number of regular visitations divided by the number of <u>304</u> licensed residential care facilities for the elderly)
2.	FY 2007-2008 Target: <u>5%</u> increase in number of regular resident visitations (<u>1305</u> number of regular visitations divided by the number of <u>464</u> residential care facilities for the elderly)
3.	FY 2008-2009 Target: <u>42%</u> decrease in number of regular resident visitations (<u>758</u> number of regular visitations divided by the number of <u>447</u> residential care facilities for the elderly)
*Estimated growth in number of facilities.	
Associated Program Goals and Objective Numbers: Goal 2, Objective 23	

C. Number of Full-Time Equivalent (FTE) Paid Staff Ombudsmen

(One FTE generally equates to 40 hours per week or 1,760 hours per year)

1.	FY 2003-2004 Baseline: <u>4,625</u> FTEs
2.	FY 2007-2008 Target: <u>2.65</u> and <u>49%</u> decrease due to budget constraints
3.	FY 2008-2009 Target: <u>2.65</u> and <u>0%</u> increase
Associated Program Goals and Objective Numbers: Goal 2, Objective 23	

D. Number of Certified Volunteer Ombudsmen

1.	FY 2003-2004 Baseline: <u>43</u>
2.	FY 2006-2007 Current Number: <u>39</u> after decertification FY 2008-2009 Target: <u>43</u> number and <u>10%</u> increase
Associated Program Goals and Objective Numbers: Goal 2, Objective 23	

Measures and Targets:

1. *Ombudsmen report their complaint processing and other activities accurately and consistently. [OAA Section 712(c)]*

A. *Each Ombudsman Program provides regular training on the National Ombudsman Reporting System (NORS).*

1.	FY 2003-2004 Baseline: <u>2</u> number of NORS Part I, II or III training sessions completed.
2.	FY 2007-2008 Target: <u>2</u> number of NORS Part I, II and III training sessions planned.
3.	FY 2008-2009 Target: <u>2</u> number of NORS Part I, II and III training sessions planned.
Associated Program Goals and Objective Numbers: Goal 2, Objective 23	

Section IV: Title III D and Medication Management

In FY 2008-2009 the Area Agency on Aging offered a variety of health promotion and medication management activities and services to help older adults age happily, safely, and maintain optimal health. The following is a summary of the activities and services:

- Developed the Fall Prevention Program (FPP) of Contra Costa County through collaboration with community organizations and local hospital. Distributed to seniors, via FPP, Sit-and-Be Fit exercise videos designed to help prevent falls. In addition, libraries and community organizations received copies to lend out to seniors or use as a teaching tool.
- Collaborated with local hospitals and community organizations to coordinate and sponsor health fairs throughout Contra Costa County, particularly in low-income, minority, and rural communities with populations at-risk for health disparities. At these health fairs older adults received health information and vital free check-ups to screen for diabetes, high blood pressure, osteoporosis, dental problems, and other health issues. Those identified as risk for certain health problems received follow-up services.
- Partnered with adult education centers, local hospitals, and community groups to coordinate and co-sponsor active aging forums that motivate older adults to exercise and eat healthy. The forums provide exercise demonstration, information about low cost and free exercise classes available in the community, and expert advice from nutritionists, medical professionals, and fitness instructors on issues pertaining to healthy aging.
- Distributed free exercise resistance bands and tubes with instruction sheets that show older adults simple exercises they can perform at home to strengthen their bodies and improve flexibility.
- Distributed pedometers with instruction sheets to encourage older adults to take up walking as an easy, safe, and inexpensive form of exercise.
- Collaborated with the regional office of the Food and Drug Administration to develop materials to distribute in English and Spanish to encourage seniors to use prescription drugs wisely and avoid preventable drug reactions. Together with pill boxes, brochures on medication management were distributed throughout Contra Costa County. The focus for distribution was senior housing complexes, senior centers and libraries. Materials were distributed at more than 49 locations. A brief introduction was provided to a contact at each location to emphasize the intent and usefulness of the materials.

Section V: Discussion of Objectives (see comments in blue)

Area Plan Goals and Objectives

GOAL # 1

The AAA is committed to assisting older individuals (who may be in danger of losing their independence) so they can lead meaningful, dignified, and independent lives in their own homes and communities as long as possible. AAA will accomplish this through an accessible range of options including but not limited to, collaborative efforts, decision making among public, private, voluntary, fraternal organizations, and coalitions, for continuing the development and enhancement of a comprehensive and coordinated community and home based system of care.

RATIONALE

The AAA conducted needs assessments and through analyses of the results of completed surveys found the AAA was asked to provide program development, coordination, and technical assistance.

OBJECTIVES

<u>OBJECTIVES</u>	<u>Projected Start & End Dates</u>	<u>Title III B Funded PD or C</u>	<u>Status</u>
1. The I & A Social Work Supervisor will be responsible for planning, coordinating, and co-facilitating the bi-monthly Central and East County SHARE (Social and Health Agency Resource Exchange) meetings, in order to provide forums for networking, resource, and educational information sharing for service providers from government, profit and nonprofit community based organizations who serve older adults and people with disabilities. As of 1/1/08 the tasks were transferred to a community provider.	7/1/05 - 6/30/08		Completed
2. The I & A Social Work Supervisor will be responsible for coordinating and co-facilitating bi-monthly planning committee meetings, in order to outline and arrange for guest speakers to provide informational presentations at each of the bi-monthly SHARE meetings and the "All County Day" half-day conference held by SHARE once a year. As of 1/1/08 the tasks were transferred to a community provider.	7/1/05 - 6/30/08		Completed
3. The I & A Social Work Supervisor will be responsible for maintaining an up-to-date electronic data-base of SHARE member's e-mail addresses in order to increase the delivery of resource information and reduce paper waste, while promoting networking by way of electronic communications. As of 1/1/08 the tasks were transferred to a community provider.	7/1/05 - 6/30/08		Completed

Goal 1 – Continued

<p>4. The I & A Social Workers will gather information and statistics using IRIS 3.0 as requested/needed in order to assist with the Acute and Long-Term Care Integration with their planning and implementation . I&A is updating to 4.0 and ALTCI has been discontinued because of no funding</p>	<p>7/1/05 - 6/30/08</p>		<p>Completed</p>
<p>5. In order to provide the highest level of coordinated services to consumers, the I & A Supervisor will collaborate with CCC's identified 211 provider, CCC Crisis Center, to create, implement and maintain the National Information and Referral System appropriate for older adults calling I & A to request information. Continue to collaborate with Crisis Center. They refer all senior calls to I&A.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>6. AAA Sr. Staff Assistant will actively participate in monthly Central County Senior Coalition meetings to assist in the development and implementation of coalition activities by working with members of the coalition steering committee to develop and maintain an updated directory of service providers in central county, develop and maintain a media publicity list to announce upcoming community forums with topics relevant to seniors living in Contra Costa County. an Ageless Lifestyle forum addressing the issues of aging and its effects on seniors, Assist with the planning of the annual Mary Shockley Memorial Senior Center Volunteer Recognition Awards event, and coordinating with CCTV for the taping and broadcasting of coalition events. Staff attended meetings during the year and assisted with the coalition steering committee. Forums and events were held during the area plan period.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>7. To inform seniors in East County about services and how to access them, AAA Sr. Staff Assistants and AAA Staff Assistant will actively participate on the East County Senior Coalition's outreach project, which includes developing and distributing English and Spanish resource materials, giving presentations to groups, and making one-on-one contacts with seniors. Also, a conference design to address issues affecting seniors will be held annually. The Coalition, at the beginning of each fiscal year, will decide on the issues to be addressed by the conference. Staff assisted in planning the Coalition's outreach activities and events including health fairs and the Mind and Body conference, which featured a wide range of workshops and presenters on the topic of wellness.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>

Goal 1 – Continued

<p>8. To inform seniors in West County about services and how to access them, AAA Sr. Staff Assistants will actively participate on West County Senior Coalition and work with other organizations to distribute resource materials and identify locations for outreach, which includes giving presentations to groups and making one-on-one contacts with seniors. An annual town hall meeting will also be organized to give seniors an opportunity to speak out and be heard; issues to be addressed will be decided at the beginning of each year. AAA Senior Staff Assistant supported the West County Senior Coalition in its focus on advocacy to prevent the loss of senior services in the wake of drastic state and local budget reductions. The Coalition also assisted with seminars to prevent mortgage foreclosures and provided information to key informants to help seniors with limited incomes to access medical care and to prevent financial abuse. The Coalition promoted volunteerism by honoring an outstanding senior with its "Unsung Heroes Award".</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>9. To provide a special evening of entertainment and dinner for frail and homebound seniors, AAA Sr. Staff Assistants will work in conjunction with West County Senior Coalition and Richmond Commission on Aging to organize and sponsor the annually held "Seniors' Night Out." Volunteers are recruited to drive and escort seniors to this event. That evening the Coalition will also present recognition awards to seniors, volunteers, and advocates who've made valuable contributions to the West County community. Over 300 seniors attended this popular event held in May to celebrate Older Americans Month.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>

Goal 1 – Continued

<p>10. AAA Mobility Transportation Manager will work with the public fixed route and paratransit transportation service providers and providers of social service transportation to develop ways to increase service to meet the needs of non-driving seniors, and to improve the effective use of transportation resources through coordination of services. This will include developing flexible transportation services for seniors that go beyond the limitations of ADA paratransit. The Mobility Manager successfully assisted CBO transportation providers in serving new populations by expanding service to greater geographical areas in the county. Also, the Mobility Manager worked with public transit and paratransit providers to improve cross jurisdictional paratransit services for seniors and the disabled. The Transportation Manager was able to help paratransit providers by enabling various senior centers to acquire vans. The vans reduced demand on Paratransit and provided more flexible rides for seniors. Unfortunately due to budget cuts the Mobility Manager position was eliminated in January 2009. This action followed the elimination of the Transportation Specialist position in 2008. With the positions eliminated, the AAA's Senior Transportation Program was terminated. Community members, however, continue to meet and work on senior transportation issues.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Incomplete</p>
<p>11. Where additional services or resources are needed to create a true "family" of transportation services to bridge the identified transportation gaps for seniors in Contra Costa, the AAA Mobility Manager will work to facilitate or develop new or expanded services paying particular attention to the underserved West and rural areas of the County. This will require the AAA Mobility Manager to take a leadership role in a collaborative effort or developing direct agency-sponsored services. In particular, this effort will focus on developing and implementing volunteer driver models as a flexible and cost-effective way of providing service. Prior to the elimination of the position in January 2009 due to budget cuts, the Mobility Manager served as a resource in providing technical assistance on alternative transportation models, and led efforts to successfully secure a grant from the Metropolitan Transportation Commission to help expand a community-based, volunteer driver transportation program for seniors.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Incomplete</p>

Goal 1 – Continued

<p>12. The AAA-Mobility Transportation Manager and the Transportation Work Group of the Advisory Council on Aging will support efforts by other organizations to help keep seniors driving safer longer, such as: design changes in roadways, signage, vehicles and pedestrian access; and education for senior drivers through active participation in pertinent forums. The Mobility Manager and the Transportation Work Group of the Advisory Council successfully promoted and organized several "CarFit" events whereby seniors were able to bring their cars to get advice on how to better fit the car in order to drive safer. Unfortunately the Mobility Manager along with AAA's Senior Transportation Program was eliminated in January 2009 due to budget cuts. The Transportation Work Group continues to work on senior transportation issues.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Incomplete</p>
<p>13. AAA-Mobility Transportation Manager will meet with the Department of Motor Vehicles, public transportation providers and other agencies in order to connect seniors who are losing their drivers' licenses with appropriate transportation choices in their communities. Due to budget cuts the Mobility Manager position and the AAA's Senior Transportation Program was eliminated in January 2009.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Incomplete</p>
<p>14. To insure seniors an opportunity to age in place in the community, AAA Program Manager and AAA Sr. Staff Assistants will actively participate in the Acute and Long-Term Care Integration (ALTCI) Pilot Project. In place of the uncoordinated array of programs delivered by multiple agencies and funding sources creating barriers to those in need of care, this collaboration of the CCC Health Plan, Employment and Human Services Department, and Community based Organizations (CBO's) is building an integrated long-term care system that will provide a single, comprehensive, coordinated and consumer-friendly program of care with a continuum of appropriate medical, social and supportive services. ALTCI pilot project was discontinued by all parties.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Deleted</p>
<p>15. To insure the appropriate community services are available to ALTCI participants, AAA Program Manager and AAA Sr. Staff Assistants will assist contracted partners and other identified CBOs in preparing for an increased volume of consumers requiring services by providing information and resources regarding demonstration grants and other funding related resources in order to begin services January 1, 2007. ALTCI pilot project was discontinued.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Deleted</p>

Goal 1 – Continued

<p>16. The AAA Program Manager, AAA Sr. Staff Assistants, and the Advisory Council Planning Committee will work together to enhance the Area Plan in its 06-07 Update in order to better plan for the provision and utilization of services to assist older adults to lead meaningful, dignified, and independent lives in their own homes and communities for as long as possible.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>17. AAA Sr. Staff Assistant and AAA Staff Assistant will be responsible for planning, coordinating and co-facilitating the bi-monthly West County SHARE (Social and Health Resource Agency Exchange) meetings in order to provide forums for networking, resource and educational information sharing for service providers from government, profit and nonprofit community based organizations who serve older adults and people with disabilities. West County Social and Health Resource Exchange disbanded in 2008 due to lack of participation.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Deleted</p>
<p>18. AAA Staff Assistant will be responsible for maintaining an up-to-date electronic database of West County SHARE members' e-mail addresses in order to increase the delivery of resource information and reduce paper waste, while promoting networking by way of electronic communications. Although the West County Social and Health Resource Agency Exchange [SHARE] has disbanded, the email contact list is maintained and updated materials on senior program and service are sent regularly to participants.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>19. AAA Staff Assistant will actively participate with the Richmond Commission on Aging and other organizations to plan and participate in the "Senior Information and Health Faire" in order to inform seniors in West County about services and how to access them. Staff Assistant participated in the planning of the Richmond Commission on Aging's annual Senior Information Day, and was able to secure funding for bone density screening with Foundation for Osteoporosis Research and Education [FORE].</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>20. The AAA Program Manager, AAA Sr. Staff Assistants, AAA Staff Assistant, and the Advisory Council Planning Committee will work collaboratively with CBO's and Contra Costa for Every Generation to develop needed programs in underserved and hard to reach areas of the County in order to assist older adults to remain independent in their own homes for as long as possible. The AAA staff in conjunction with the Advisory Council worked collaboratively with the For Every Generation organization to expand volunteer driver transportation programs to underserved communities in West County, Monument Community, and East County. Unfortunately these efforts were cut short by staff lay-offs.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Incomplete</p>

Goal 1 – Continued

<p>21. The AAA Program Manager, AAA Sr. Staff Assistants, and the Advisory Council Planning Committee Members will work collaboratively with CBO's and the Neighborhood Quality of Life Work Group Neighborhoods and Communities Initiative (name changed) of the For Every Generation to assist with the coordination of the newly formed one-steps in order to increase access. This objective was deleted due to budget cuts and lay-offs.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Deleted</p>
<p>22. The AAA Program Manager, AAA Sr. Staff Assistants, and the Advisory Council Planning Committee Members will work collaboratively with CBO's to develop and plan special programs/events/services with the use of One-Time Only funds in order to help address the needs of older adults with particular attention to Family Caregiver needs. OTO funds allocated and program funded.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Completed</p>
<p>23. The AAA Program Manager, AAA Sr. Staff Assistants, and the Advisory Council Planning Committee Members will work collaboratively with CBO's to develop and plan special programs/events/services with the use of One-Time Only funds in order to help address the needs of older adults with particular attention to LGBT seniors. OTO funds were used only one year. A brochure was developed targeted to LGBT seniors.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Incomplete</p>
<p>24. The AAA Program Manager, AAA Sr. Staff Assistants, and the Advisory Council Planning Committee Members will work collaboratively with CBO's to develop and plan special programs/events/services with the use of One-Time Only funds in order to help address the needs of older adults with particular attention to seniors who are homeless. OTO money was not used for homeless seniors.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Deleted</p>
<p>25. The AAA Program Manager, AAA Sr. Staff Assistants, and the Advisory Council Planning Committee Members will work collaboratively with CBO's to develop and plan special programs/events/services with the use of One-Time Only funds in order to help address the needs of older adults with particular attention to seniors with limited-English abilities. OTO funds were used for a Senior Appreciation Day in E. County, at which at least half of the attendees were limited English speakers.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Completed</p>
<p>26. The AAA Program Manager, AAA Sr. Staff Assistants, and the Advisory Council Planning Committee Members will work collaboratively with CBO's to develop and plan special programs/events/services with the use of One-Time Only funds in order to help address the needs of older adults with particular attention to disease prevention and health promotion of seniors. A successful health fair and active aging forum was planned using One Time Only funds in FY 08-09. In addition, approximately 500 Sit and Be Fit videos and DVD's were purchased and distributed as exercise tools for individual and groups of seniors to improve fitness and prevent falls.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Completed</p>

Goal 1 – Continued

<p>27. Transportation Manager will actively forward the Mobility Management concept in the County. This will involve transportation providers, government agencies and community-based organizations working toward improving transportation in the County. It will include planning the implementation of a Mobility Management Center in the County. If developed through a collaborative, community-based process that is focused on meeting the transportation needs of the consumer, a mobility management center could evolve into an effective one-stop source for information, referral, and service for seniors on various transportation modes and for assistance with transitioning to a non-driving lifestyle. This objective was deleted due to budget cuts and staff lay-offs.</p>	<p>5/1/08-6/30/09</p>		<p>Deleted</p>
<p>28. Falls are the leading cause of unintentional injury deaths among Contra Costa County residents 65 years and older, and the leading cause of unintentional hospitalizations for residents of all ages. To prevent and address the factors that causes falls, the AAA will develop and organize the Fall Prevention Program (FPP) of Contra Costa County, a coalition of public, private, and community agencies that would share resources and work in partnership to develop and deliver comprehensive, integrated, and systemic solutions. A Fall Prevention Coalition was successfully established in 2008. It has a membership of over 50 individuals representing private, public, and non-profit agencies from throughout Contra Costa.</p>	<p>5/1/08-6/30/09</p>		<p>Completed</p>
<p>29. In conjunction with the County's In-Home Support Services Program and Health Services Department, the AAA will establish and dedicate a Public Health Nurse (PHN) position to work on fall prevention activities. Responsibilities of the PHN will include developing tools and materials to educate social workers and community providers on how to screen for clients at risk for falling; conducting individual health assessments in clients' homes to identify those persons with fall risks; and connecting clients to services in the community to address the risk factors that may lead to falls. In addition, the PHN will work collaboratively with the Fall Prevention Program (FPP) of Contra Costa County to develop fall prevention programs and activities such as physical activity and exercise, medication management, nutrition and diet analysis, and public education. After about several months of implementation, this objective was deleted due to budget cuts and the elimination of the Public Health Nurse position from In-Home Supportive Services.</p>	<p>5/1/08-6/30/09</p>		<p>Deleted</p>

GOAL # 2

AAA will provide services to older individuals with the greatest economic and social needs, including low income diverse population groups through continued service expansion, development, and collaboration with community groups, service providers, and elected officials, in order to provide health, social, nutrition and legal services for older individuals who may be at risk of abuse or neglect.

RATIONALE

Mandated by the Older Americans Act and the AAA is committed to providing services to the population groups specified above.

OBJECTIVES

OBJECTIVES	Projected Start & End Dates	Title III B Funded PD or C	Status
<p>1. In order to address the increased need for affordable housing and financial assistance, AAA Sr. Staff Assistant will meet monthly with the Contra Costa County for Every Generation Housing Workgroup and assist in its' work toward property development of affordable living for older adults and encourage the group to explore the feasibility of duplicating the National Shared Housing Resource Center (NSHRC) and San Mateo Human Investment Project (HIP) model in CCG to add coordinated shared housing services and assistance with home equity conversion. The CCEG Housing Initiative and the AAA Advisory Council is planning to hold a joint meeting to review the feasibility of this objective. This objective was deleted due to budget cuts and staff lay-offs.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Deleted</p>
<p>2. In order to assure those aged 60 or older with low-incomes, who are ethnically or culturally diverse, limited English-speaking and/or have the greatest social needs will be served, AAA Program Manager and AAA Sr. Staff Assistants will design Requests for Proposals (RFP's) to require bidders to include a plan for community outreach when submitting proposals to provide services.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 2 - Continued

<p>3. AAA Program Manager and AAA Sr. Staff Assistant will ensure that contractors and subcontractors are required to serve clients 60 years of age and over. Based on targeting guidelines, contractors will be required to seek out new clients with the greatest economic need, greatest social need, minority persons and minority persons of greatest economic need through usage of clear contract language, monitoring, and review of client data reports. The term "greatest economic need" means the need resulting from an income level at or below the poverty line. The term "greatest social need" means the need caused by non-economic factors, which include:</p> <ul style="list-style-type: none"> (A) Physical and mental disabilities (B) Language barriers; and (C) Cultural, social and or geographical isolation including isolation caused by racial or ethnic status, that restricts the ability of an individual to live independently. 	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>4. AAA Program Manager and AAA Sr. Senior Staff Assistant will design the Request For Proposals (RFP's) to require bidders to include a plan for community outreach in order to assure those with low-incomes, ethnically diverse, limited English-speaking, and persons identified as being of greatest economic or social need aged 60 years or older are being served.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>5. Senior Legal Services Director will develop a multi-media outreach plan, including internet access, brochures, and presentations, while developing community relationships regarding senior issues and services available to countywide residents. Board of Directors has not expressed interest in trying to launch another web site. Board of Directors has not expressed interest in trying to launch another web site. The agency lost the domain name and clients rarely used web site.</p>	<p>7/1/05 - 6/30/09</p>		<p>Deleted</p>
<p>6. Health Services Program Manager of the Congregate and Home Delivered Meals Programs will design a plan to enhance outreach activities through public media, i.e. PSA's, brochures, and public presentations in order to raise the number of meals served.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>7. The CCC Health Services Department will employ a Registered Nutritionist to provide nutrition and safe food handling education by giving presentations and distributing printed information at congregate nutrition sites and on home delivered meal routes which, tells seniors how a nutritious diet and safe handling of food can play an important role in maintaining health and disease prevention which can lead to a persons increased enjoyment of life.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 2 - Continued

<p>8. AAA Sr. Staff Assistant will develop & implement an outreach timeline to reach the senior community, aging network, private and public agencies. The timeline will include activities such as conducting presentations about resources, making individual contacts with seniors, and developing and distributing AAA newsletters, program fact sheets printed in different languages, brochures, and literature regarding new and expanded services.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>9. AAA Program Manager and AAA Sr. Staff Assistant will coordinate with members of Southeast Asian Senior Access Collaborative (SEASAC) to provide isolated Laotian seniors living in West CCC access to linguistically and culturally competent services. Bilingual caseworkers will provide needs assessment, case management, advocacy, information and referral, and health education. Workers will also link seniors to services that include but are not limited to transportation, ESL classes, in-home care services, and affordable housing.</p>	<p>7/1/05 - 6/30/06</p>	<p>C</p>	<p>Completed</p>
<p>10. AAA Sr. Staff Assistant will utilize the InfoVan, an "information center on wheels", to travel throughout the county and attend events to provide information about services and how to access them. In addition, staff will collaborate with senior centers, diverse population groups, senior coalitions, and appropriate community groups to utilize the InfoVan to reach seniors that are isolated due to their low-incomes, disabilities, limited English speaking abilities, cultural barriers, or because they live in rural areas. To meet the needs of the county's diverse population, InfoVan will be stocked with brochures and resource materials that are printed in several different languages. The InfoVan has been taken out to a few community information and health fairs. It is usually parked in an area that gives it the highest visibility as possible for fair attendees and those people driving or walking nearby. It is however, expensive to run. More often a more fuel efficient vehicle is used for smaller events. During the past year. There were fifty outreach events attended with approximately 2,200 persons attending.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>11. AAA Sr. Staff Assistant will reach out to non-English speaking seniors through the use of interpreters from the county's translation service, printing publications in different languages, and publishing health information in the Senior Information Newsletter in Russian, Spanish, Laotian, and Vietnamese.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 2 - Continued

<p>12. AAA Program Manager and AAA Sr. Staff Assistant will partner with Monument Community Partnership's Senior Action Team, Catholic Charities, and other CBO's to develop services for low-income and underserved seniors in the Monument Corridor, a neighborhood in Concord. A study will be conducted to identify needs and services will be then be developed to address those needs. The needs assessment study was completed and findings showed that many seniors in the Monument Corridor area of Concord, a low-income neighborhood with a large Latino immigrant population, are isolated and did not know how to access services. In response to the findings, a Monument Senior Outreach Program was established in FY 07-08 by Catholic Charities that utilized bilingual volunteers to do door-to-door outreach</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Completed</p>
<p>13. In conjunction with Jewish Family and Children Services, La Clinica, Bay Point Health Clinic and other organizations, AAA Sr. Staff Assistant will establish the Bay Point Committee for Senior Health to address the health issues of low-income, Latino, and African-American seniors residing in Bay Point. The Committee will organize and hold a "Senior Appreciation Day – Health and Resource Fair" in recognition of Older Americans Month in May. The event will feature exercise demonstrations, nutrition information, and other resources to help seniors stay active and healthy. Free health screenings and information about resources in the community will also be available. Presentations and information will be in Spanish and English. Over 200 seniors received services and assistance, in English and Spanish, at this annual event that took place in May in recognition of Older Americans Month.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>14. The AAA Program Manager working with the Advisory Council Housing work group will explore options for funding for CBOs interested in providing low-cost home repairs and modifications for seniors desiring to stay in their own homes but unable to pay for the home repairs and modifications. This objective was deleted due to budget cuts and staff lay-offs.</p>	<p>7/1/05 - 6/30/09</p>		<p>Deleted</p>
<p>15. AAA Program Manager, in collaboration with the CCC Community Development Department and the Advisory Council Housing work group, will develop guidelines for senior housing developers funding for incorporating <i>Aging Friendly</i> services, such as referral, and transportation, access in their housing projects. In addition, the collaboration will advocate for access by public transportation as criteria for senior housing project location and funding. A "Best Practices" for senior housing development was produced by the Advisory Council's housing workgroup.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>

Goal 2 - Continued

<p>16. The Assisted Transportation Program Manager will pursue older adults with physical and mental disabilities, who are underserved and unaware of services they qualify for, who have low incomes, language barriers, or may be culturally, socially, or geographically isolated. This will be accomplished by: 1) participating in the East County Healthy Aging Collaborative dedicated to improving access to 2) meeting with Hispanic community members and existing bi-lingual volunteers 3) collaborating with the CCC AAA Outreach and Information and Assistance Programs 4) maintaining a culturally competent interagency support-system by providing the above and recruiting and training bi-lingual program volunteers 5) enlisting volunteers from rural areas to reach those who may be geographically isolated 6) obtaining adequate funding to continue this level of service. This actually ended in June 2008 when the assisted transportation contract (Title III B) switched to another contractor.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>17. The AAA HICAP Senior Staff Assistant will be responsible for the targeting and provision of outreach to people with disabilities, the underserved, people with low-incomes, those with language barriers, and people who are culturally, socially or geographically isolated by 1) providing Consumer Fact Sheets available in languages other than English, including Spanish and Chinese 2) partnering with community leaders and services that target the above groups to offer outreach and intervention 3) advertising its free services on CCTV 4) providing home visits to the homebound in homes, assisted living facilities and nursing homes 5) providing free translation services at its counseling locations 6) targeting outreach to areas of CCC where low-income Medicare beneficiaries reside 7) out-stationing counseling site locations where they are accessible to individuals who are disabled and rural communities.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>18. The Brown Bag Program Coordinator will conduct outreach visits to other community based organizations, low-income senior housing and medical service providers to make them aware of the Brown Bag program. The Brown Bag Program targets individuals who have low-incomes by maintaining distribution sites in low-income areas. Sites are chosen which have a minimum of physical barriers in order to make them accessible to seniors with physical disabilities.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>19. The Brown Bag Program Coordinator will partner by arranging and attending meeting with organizations, which serve specific ethnic groups in order to reach ethnically and culturally diverse populations.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 2 - Continued

<p>20. In order to reduce isolation and increase opportunities for socialization, the Brown Bag program distribution sites will open early to allow members to visit with one another Brown Bag members before the bags of groceries are dispersed. Also helping to reduce isolation and reach those with barriers to receiving services, Brown Bag recipients will deliver bags of groceries to their neighbors who have no transportation or limited-English language skills.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>21. In order to target potential Adult Day Care participants who have physical and mental disabilities, the Program Director in West County will collaborate with the various community groups, County programs, non-profit organizations, private agencies, churches, and participant family members. In addition, Director and Program Staff will provide outreach by making presentations at various forums.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>22. In order to limit language and cultural barriers and provide culturally competent services, the Adult Day Care Program Director in West County will employ and maintain staff who speak Spanish, and Tagalong (and other languages, as needed).</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>23. In order to reach individuals who are isolated and may be difficult to reach, the Adult Day Care Director and Program Staff in West County will partner with and maintain regular contact with medical practitioners, professionals, community groups, community based organizations, and social service programs, such as: Adult Protective Services, Linkages, and the AAA Information and Assistance.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>24. The Central County Adult Day Care and ADCRC Program Director will target those with physical and mental disabilities who have language barriers, low-incomes and are isolated and/or underserved. This will be accomplished by partnering with other senior service providers and volunteer organizations in order to develop a referral network to better educate the public about services. In order to serve those with limited-English speaking skills, a partnership with Jewish Family and Children Services will be maintained in order to reach Russian and Farsi speaking immigrants. In order to serve these populations, multicultural services will be offered to participants in their native tongue by maintaining bi-lingual staff. In order reach those who are isolated and/or difficult to reach, in-service trainings will be offered to hospitals, senior peer volunteer groups, and others who have access to these hard to reach populations. Self-evaluate of targeting methods take place relating to outreach and the results will be evaluated by tracking all inquiries into our program.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 2 - Continued

<p>25. AAA Program Manager, AAA Sr. Staff Assistants, and Planning Committee to the Advisory Council will actively work together to plan ways of reaching those who may be underserved paying particular attention to reaching individuals with physical and mental disabilities, language barriers, low-incomes, or who may be isolated. This focus is woven throughout all program development and outreach activities the Planning Committee of the Advisory Council are involved in with their role in helping the AAA plan, develop, coordinate, and monitor services. For example, in conjunction with the Advisory Council the AAA has distributed disaster training/ emergency kits and exercise videos to seniors in the community, paying particular attention to reaching those underserved and who are most vulnerable.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Completed</p>
<p>26. The Linkages Social Work Supervisor will target people with disabilities, those who are underserved, people with low-incomes, those with language barriers, and/or people who are culturally, socially or geographically isolated. This will be accomplished by providing outreach countywide by utilizing AAA Information and Assistance and the AAA Senior Staff Assistant Outreach Program Coordinator to assist in reaching the underserved via phone consultations, printed literature, and community presentations. Additionally, The Linkages Social Work Supervisor and Linkages Social Workers will maintain regular contact with other community resources such as hospital discharge planners, MediCal eligibility workers, and IHSS workers in order encourage referrals of these types. In order to prevent barriers to receiving services for those who have limited-English speaking skills, translation services will be provided via in-house staff and by contracted translation services as needed/requested. Outreach is done through I & A and there is no waiting list for Linkages at this time.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>27. AAA Sr. Staff Assistant will assist the Senior Action Team to participate in an outreach project to distribute bilingual resource materials and enroll residents in the PG&E CARE program, which provides low-income households a discount on their gas and electricity bills.</p>	<p>7/1/05 - 6/30/06</p>	<p>C</p>	<p>Completed</p>

Goal 2 - Continued

<p>28. AAA Sr. Staff Assistant will provide technical assistance to help United Laotian Community Development Inc. (ULCD) re-establish its Southeast Asian Senior Access Program, which was eliminated due to a lack of funding. The program provided bilingual services including case management and information and referral to help isolated Laotian seniors access health and human services. To re-establish this program, AAA Sr. Staff Assistant will meet with ULCD Staff and Board Members to identify funding opportunities and to write and submit grant proposals. The agency unfortunately went out of business.</p>	<p>7/1/05 - 6/30/08</p>	<p>C</p>	<p>Deleted</p>
<p>29. The AAA Program Manager and Sr. Staff Assistants will assist the East County Health Aging Collaborative in their efforts to secure funding for housing, transportation, health services and affordable housing for low-income seniors in East Contra Costa County through advocacy and identification of financial grants or county funding. The East Bay Healthy Aging Collaborative has been ended due to lack of funding. The AAA in conjunction with other county services assisted with the transfer of clients being served by EBHAC to other county and community services.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Completed</p>
<p>30. AAA Sr. Staff Assistants will contact other community organizations (hospitals, service organizations, businesses, government departments) to secure current survey data they may have which identifies trends and service needs assessment data related to aging in CCC. This data will be reviewed and analyzed and incorporated in future AAA planning. Completed in order to write 2009-2012 Area Plan.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 2 - Continued

<p>31. The Area Agency on Aging and the county's Community Service Department will work jointly to initiate an outreach plan to link low-income seniors who are vulnerable to high energy costs with the Low Income Home Energy Assistance Program (LIHEAP) and the Weatherization Program. LIHEAP offers one-time financial assistance to qualifying low-income households who require support in paying their home heating or cooling bills. The Weatherization Program is designed to reduce household energy use and costs in the homes of low-income persons by installing energy efficient improvements. Components of the public outreach plan include newsletter publications in English and Spanish, trainings/presentations to professionals and organizations that work with low-income individuals, and participation in senior-related events to set-up exhibit tables or give presentations. The AAA worked with Community Service Department to successfully increase awareness and use of the LIHEAP and Weatherization Program amongst Contra Costa County's senior population by promoting the services and distributing materials directly to seniors, caregivers, and service providers at all AAA outreach activities.</p>	<p>7/1/08-6/30/09</p>		<p>Completed</p>
<p>32. The AAA will begin crafting a needs assessment plan that would include establishing a timeline, developing an assessment tool, and recruiting Advisory Council members, representatives from our service provider network, and volunteers who would be willing and ready to help conduct survey interviews and collect data. The goal is to have in place a needs assessment plan that outlines strategies to examine more closely what reasonable steps are necessary to ensure that limited English speaking older adults have meaningful access to services. Due to budget and staff cutbacks, the needs assessment targeting limited English speaking older adults had to be postponed to the next planning cycle. In the meantime, the AAA reviewed surveys such as the one conducted by Catholic Charities and UC Berkeley School of Social Work to better understand the needs of limited English speaking seniors.</p>	<p>7/1/08-6/30/09</p>		<p>Incomplete</p>

GOAL # 3

AAA will provide public information to agencies and community persons 60+ and their families regarding resource availability, educational opportunities, demographics, health care insurance counseling, and funding opportunities.

RATIONALE

The Key-Informant, Core, and Long-Term Care survey results, Acute and Long-Term Integration Task Force, AAA Advisory Council, Board of Supervisors, Coalitions and other groups have identified the need for the AAA to communicate with and provide information to the general public at all levels.

OBJECTIVES

OBJECTIVES	Projected Start & End Dates	Title III B Funded PD or C	Status
1. The I & A Social Work Supervisor will attend meetings with CORD (Contra Costa Online Resource Database) partners (CCC Employment and Human Services and Health Services Department, CCC Community Services, and the Contra Costa Crisis Center), in order to assure that CORD users (professionals, clients, and the general public) needs are met by providing the most up to date information and resources by merging partner resources. Cord has been renamed 2-1-1 database.	7/1/05 - 6/30/09		Completed
2. In order to continue compliance with AIRS (Alliance of Information & Referral Systems), the I & A Social Work Supervisor will implement IRIS 4.0 software, which will be maintained by the Contra Costa Crisis Center for organizing resources information, collecting data, and producing statistics.	7/1/05 - 6/30/08		Completed
3. The I & A Social Work Supervisor will be responsible for assuring I & A Social Workers furnish backup assistance as requested by the AAA Outreach Program to provide informational and educational presentations to the public regarding services and programs for older adults.	7/1/05 - 6/30/09		Completed
4. The I & A Social Work Supervisor will be responsible for developing and maintaining updated printed informational lists and resource materials used as distribution literature for the public regarding services available to older adults in order to promote the increase utilization.	7/1/05 - 6/30/09		Completed
5. In order to provide information regarding programs for older adults, available funding for services, activities in relationship to the AAA Area Plan, and gather input from the community, AAA Program Manager and AAA Sr. Staff Assistants will hold a public hearing at least once a year.	7/1/05 - 6/30/09		Completed

Goal 3 - Continued

<p>6. The I & A Social Work Supervisor will be responsible for assuring each I & A Social Worker attends at least six (6) educational presentations a year in order to stay informed and up-to-date on health and social issues and resources related to older adults, so that they may provide the highest level of assistance to consumers calling I & A to request information.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>7. The I & A Social Work Supervisor will be responsible for providing educational presentations to the general public and professionals in order to provide the most up to date information on resources for services available to older adults in order to increase access to services. Printed resource materials will be made available for handouts at each presentation.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>8. In order to ensure continuity of services delivered by community based organizations, AAA Program Manager and AAA Sr. Staff Assistants will assist in the coordination of obtaining grants by working collaboratively to share information and provide technical assistance for writing grants in relationship to funding opportunities appropriate for any community based organizations in CCC serving older adults. The AAA gathered and disseminated information on available grants and funding opportunities to community providers. In addition, over the last year AAA Senior Staff Assistant provided technical assistance to Contra Costa for Every Generation in applying for a federal grant to educate minority seniors and those with limited incomes about the services of the Health Insurance Counseling and Advocacy Program. Technical assistance was provided to the Fall Prevention Program on several grant applications for funding to sustain and expand services.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>9. In order to ensure the delivery of efficient quality services to consumers, AAA Program Manager and AAA Sr. Staff Assistants will work collaboratively to provide technical assistance to contractors, County programs, County Supervisors, and groups serving older adults.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>10. In order to provide public information to agencies and community persons 60 + years and their families regarding resource availability, educational opportunities, health care counseling and topics relevant to the aging community, AAA Sr. Staff Assistant and AAA Program Manager will utilize CCTV's (Contra Costa Television, a local cable station) Community Bulletin Board and Community Calendar to advertise meeting dates, times and places of the East, West and Central County coalition meetings and other related activities.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 3 - Continued

<p>11. In order to provide the public with an internet resources for topics, issues, and information regarding aging, AAA Sr. Staff Assistant will contract with Trilogy Integrated Resources for the expansion and maintenance of the Network of Care by updating resource dates monthly, legislative module nightly, and maintaining county links in order to increase consumer knowledge and access to services. Website: www.contracosta.networkofcare.org Contract terminated.</p>	<p>7/1/05 - 6/30/09</p>		<p>Deleted</p>
<p>12. AAA Sr. Staff Assistant will actively participant in the Central County Senior Coalition to identify and prioritize senior needs by providing technical assistance by working with Coalition members on needs identified, including fraud, health and intergenerational issues. Staff attended monthly coalition meetings and monthly steering committee meetings and worked to assist the coalition in developing projects, forums and speakers at the monthly meetings.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>13. AAA Program Manager and AAA Sr. Staff Assistant will work with senior coalitions, community based organizations, the County's aging network, offices of County Supervisors, and other groups to identify and address senior needs by providing technical assistance including, assistance with needs assessments, focus groups, quality assurance surveys, program developing, and fundraising. AAA staff diligently provided technical assistance to community partners in FY 2008-2009. Highlights of our efforts included providing fundraising and program development assistance to the Fall Prevention Program, Contra Costa County for Every Generation, and supporting West County Senior Coalition's fundraiser for the Ombudsman Program.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>14. AAA Mobility Manager will work on improving the availability of information about transportation choices for seniors in Contra Costa. This includes the sponsorship of a countywide senior transportation event scheduled for October 2005, the "Mobility =Independence Conference", which featured both current services and discussion on planning expanded services to meet the mobility needs of seniors.</p>	<p>7/1/05 - 6/30/06</p>	<p>PD</p>	<p>Completed</p>
<p>15. AAA Mobility Manager will develop a countywide transportation guide, "Way To Go Contra Costa", which will feature information about transportation services available in each community, and information resources, such as Information and Assistance and the 511 transportation phone service and web site. This guide will be published and distributed.</p>	<p>7/1/05 - 8/31/05</p>	<p>PD</p>	<p>Completed</p>

Goal 3 - Continued

<p>16. AAA Mobility Transportation Manager will work with the public transportation providers in Contra Costa to develop and implement a coordinated "travel training" program to familiarize seniors with using public transportation providers in Contra Costa to develop and implement a coordinated "travel training" program to familiarize seniors with using public transportation and the benefits thereof. This will also include an outreach component to senior centers, senior residential facilities and other locations where seniors congregate. This objective was deleted due to budget cuts and staff lay-offs.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Deleted</p>
<p>17. The AAA Program Manager will develop a Power Point Presentation and will make it available to CCC CBO's, outlining the demographics and trends related to aging in CCC. The demographics were compiled by the AAA Outreach Senior Staff person and Advantage Initiatives <u>Every Generation</u> survey of county residents. The AAA continues to collect data to share with community based organizations; however the project has been deleted due to budget cuts and staff lay-offs.</p>	<p>7/1/05 - 6/30/09</p>		<p>Deleted</p>
<p>18. To begin preparing CBO's for ALTCl, AAA Program Manager and AAA Sr. Staff Assistants will begin educating them on the demographics of the increased CCC population needing support services due to the ALTCl plan. Training will be accomplished through one to one interaction and through a Partners in Planning workshop sponsored by AAA by June 2009.</p>	<p>7/1/05 - 6/30/06</p>	<p>C</p>	<p>Completed</p>
<p>19. Assistance to AAA contract partners and other CBO's will be provided by a AAA Sr. Staff Assistant, in researching government grants through the AAA's membership and access to www.grants.gov, to provide them with funding to prepare for the increased older adult population they will serve through the ALTCl program and the coming wave of Baby Boomers retiring.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>20. AAA Program Manager will serve on the Bay Area Bio-Ethics Committee in order to replicate the plan in CCC, which is being developed by this committee in order to streamline the conservatorship process and standards, including, but not limited to how conservators will handle their responsibilities, in particular end of life decisions. Activities Discontinued.</p>	<p>7/1/05 - 6/30/06</p>	<p>C</p>	<p>Deleted</p>
<p>21. The AAA Advisory Council Health Work Group members and the AAA Advisory Council Consultant will partner with Contra Costa Television and County Emergency Services to develop and implement a series of three televised strokes awareness shows, in order to educate County residents about recognition, prevention and treatment of strokes and stroke-related disabilities in CCC.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 3 - Continued

<p>22. The AAA Advisory Council Housing Work Group and the AAA Advisory Council Consultant will conduct six site visits to senior residential facilities that vary in type, income target and geography in order to provide County Information & Assistance with expanded information for its housing database.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>23. The AAA Advisory Council Health Work Group members and the AAA Advisory Council Consultant will outreach to senior centers, the Public Authority and other appropriate venues, offering to provide them with copies of the strokes awareness videos to show to their participants, and to provide a professional from our work group to do a follow-up question and answer period in order to educate professionals about recognition, prevention, and treatment of strokes and stroke-related disabilities in CCC.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>24. The AAA Program Manager, AAA Sr. Staff Assistants, and the Advisory Council Planning Committee Members will coordinate with CBO's who provide Title III supportive services to fund needed items with the use of One-Time Only funds which will improve the quality of service to their older clients. One Time Only contracts and programs approved and implemented.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>25. The AAA Program Manager, AAA Sr. Staff Assistants, and the Advisory Council Planning Committee Members will coordinate with CBO's who provide Title III E Family Caregiver services to fund needed items with the use of One-Time Only funds which will improve the quality of service to their older clients. One Time Only contracts and programs approved and implemented.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>26. AAA Sr. Staff Assistant, as part of her community Outreach will coordinate her community calendar with members of the Advisory Council to facilitate their attending outreach activities with her. While attending outreach activities, the Advisory Council members will document any identified service needs relayed to them by seniors attending the outreach activity. These documented needs will be included in needs assessment data used by AAA staff in Area Agency Planning. This project was put on hold due to staff lay-offs; however the AAA plans to start needs assessment activities with Advisory Council members in the next planning cycle.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Incomplete</p>

Goal 3 - Continued

<p>27. In order to provide resource information and enhance access to services, the AAA Program Manager and AAA Sr. Staff Assistant will implement a new program called Community Resource Connections (CRC), to recruit and train senior volunteers to provide community members with basic information on senior services and to connect them with the Information and Assistance program. Volunteers will be located at four initial pilot sites in various regions of the county: a Brown Bag program site, a multicultural center, a center serving the LGTB community and a traditional senior center. This project was dropped because of staffing reductions.</p>	<p>7/1/08 – 6/30/09</p>	<p>PD</p>	<p>Deleted</p>
<p>28. The AAA is continually looking for ways to assist and support its service providers. For that reason, the AAA will set-up periodic roundtable meetings with providers to facilitate discussions of issues or changes impacting programs, network and share information with other providers, learn about ways to strengthen program operations, and keep up-to-date on issues that affect seniors. The end goal is to increase service providers' access to the information, resources, and support they need to successfully operate their programs. Carried over to new area plan.</p>	<p>7/1/08 – 6/30/09</p>	<p>PD</p>	<p>Incomplete</p>
<p>29. Transportation Manager will actively forward the Mobility Management concept in the County. This will involve transportation providers, government agencies and community-based organizations working toward improving transportation in the County. It will include planning the implementation of a Mobility Management Center in the County. If developed through a collaborative, community-based process that is focused on meeting the transportation needs of the consumer, a mobility management center could evolve into an effective one-stop source for information, referral, and service for seniors on various transportation modes and for assistance with transitioning to a non-driving lifestyle. This project was terminated due to budget cuts and staff-offs.</p>	<p>5/1/08- 6/30/09</p>		<p>Deleted</p>

GOAL # 4

The AAA will work toward an efficient, cost effective, user friendly integrated approach to deliver Aging & Adult services, including but not limited to, Multipurpose Seniors Service Project, Adult Protective Services, LPS Conservatorship, In Home Support Services, Older California Act programs (Linkages, Brown Bag and Alzheimer's Day Care and Older Americans Act Services). The AAA will continue to provide direct HICAP services. The adult service delivery system will be monitored to ensure quality responsiveness to the community based system of care for the elderly.

RATIONALE

The Employment and Human Services Department and AAA staff are working toward an integrated approach to services in order to reduce duplication of information collected about the client to be more responsive to clients' needs, and to work together more cohesively.

OBJECTIVES

OBJECTIVES	Projected Start & End Dates	Title III B Funded PD or C	Status
1. In order to provide for an efficient, cost effective, user friendly integrated approach to the delivery of services AAA Sr. Staff Assistants and AAA Program Manager will assist in the planning, development, and coordination of Request for Proposals (RFP's) and Request for Information (RFI's) in order to solicit and allow opportunities to appropriate providers to bid for the provision of services in compliance with Title III B, Title III E, and Title VII programs funded by the Older Americans Act and Older Californian's Act. RFP activities for Title III E.	7/1/05 - 6/30/06		Completed
2. AAA Program Manager and AAA Sr. Staff Assistants will assign an outside panel of individuals to review requests for Proposals submitted as a result of the AAA RFP and RFI process in order to provide for an impartial and unbiased analysis and review of proposals submitted. An evaluation committee will be comprised of members from the AAA Advisory Council, employee(s) of a neighboring PSA, and fiscal staff from an independent county department. The evaluation committee will utilize a scoring sheet that defines specific review criteria for evaluating each RFP. Each scorer will rate the RFP based on the defined criteria and assign a score in each category. The highest score possible is 100 points.	7/1/05 - 6/30/08		Completed
3. AAA Sr. Staff Assistants will monitor all contracted and funded programs at least once each year. The AAA will use a program-monitoring tool designed to evaluate and monitor the performance and compliance of each contractor. Criteria used to monitor each contractor will be pertinent to the contractor's service plan, administration and program delivery systems.	7/1/05 - 6/30/09		Completed

Goal 4 - Continued

<p>4. AAA Sr. Staff Assistants and AAA Program Manager will organize and hold an annual "Partners in Planning" that brings together volunteers, community based organizations, and organizations in the county's aging network to meet each other, exchange ideas, learn from each other's successes and challenges, foster partnerships, and develop strategies to develop, expand, and enhance services for the elderly in CCC. The 2008 forum will be used to spotlight senior employment issues and resources such as the Title V Senior Employment Community Services Program (SECSP) and East Bay One Stop Career Centers. This is a timely topic as a significant number of Baby Boomers are expected to continue to work into their retirement years because of choice or financial need. This annual event was held on September 19, 2008. About 60 people attended the event, which featured presentations and resources to help senior service providers build and strengthen their advocacy capacity. In addition, the information on senior employment and the Title V program was disseminated.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
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GOAL # 5

The AAA will advocate for all older adults 60+ by analyzing public policy and legislation, reviewing program regulations, holding and attending hearing, and actively participating in public forums, community activities, and advocating for the rights of older adults.

RATIONALE

Goal exemplifies the mission of the AAA and the Older Americans Act.

OBJECTIVES

OBJECTIVES	Projected Start & End Dates	Title III B Funded PD or C	Status
1. In order to maintain awareness of issues, policy, and legislation relating to older adults and provide advocacy toward addressing the needs, the AAA Program Manager and AAA Sr. Staff Assistants will partner with community organizations and groups by attending meetings, forums, public hearings and conferences, which relate to the most significant problems (financial, health/medical. Isolation, transportation, access, housing) as shown in the results of the surveys analyzed for the 05-09 Area Plan needs assessment.	7/1/05 - 6/30/09		Completed
2. AAA Program Manager and AAA Sr. Staff Assistants will advocate for all older adults 60 + by analyzing public policy and legislation, reviewing program regulations, holding and attending hearing, and actively participating in public forums, community activities.	7/1/05 - 6/30/09		Completed
3. AAA Sr. Staff Assistant will coordinate with the West County Senior Coalition to organize annual bus trips to the State Capitol for the Senior Rally and hold Town Hall meetings to give seniors the opportunity to learn about, discuss, and advocate for senior issues. Service discontinued.	7/1/05 - 6/30/08		Deleted
4. AAA Mobility Manager and the Transportation Work Group of the Advisory Council on Aging will work on legislative issues that effect transportation and mobility for seniors. At the regional level, this includes actively working with the Metropolitan Transportation Commission to encourage them to allocate funding to senior transportation projects, and to conduct research and foster pilot programs in senior transportation, older driver issues and transportation coordination. At the state level, this includes service on the statewide Mobility Task Force. This work was underway until the transportation management staff position was eliminated.	7/1/05 - 6/30/09	PD	Incomplete

Goal 5 - Continued

<p>5. AAA Program Manager, in collaboration with the CCC Community Development and the Advisory Council Housing work group, will provide education to senior housing developers on the broad issues of aging and disabilities, in particular as it relates to the senior's housing environment. This will be accomplished with individual meetings with Senior Housing Developers.</p>	<p>7/1/05 - 6/30/06</p>		<p>Completed</p>
<p>6. Through the Advisory Council Housing work group, the AAA Program Manager will advocate for CCC Community Development Block Grant funding, a major source of financing for home modifications that is a risk for funding cuts.</p>	<p>7/1/05 - 6/30/06</p>		<p>Completed</p>
<p>7. In order to be well-informed about best practices in prescription drug plan policies, the AAA Advisory Council Health Work Group members and the AAA Advisory Council Consultant will research model prescription drug plans throughout the country so that they can analyze and compare a minimum of three plans.</p>	<p>7/1/05 - 3/31/06</p>		<p>Completed</p>
<p>8. With the technical assistance of the AAA Advisory Council Consultant, the AAA Advisory Council Health Work Group members will initiate a letter-writing campaign promoting the removal of prohibitions against negotiated prices for prescription drugs in State and Federal programs, so that fewer residents of California go without needed medications.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>9. By reviewing and analyzing current laws requiring training of staff in Alzheimer's and dementia facilities, the AAA Advisory Council Alzheimer's / Dementia Group members and the AAA Advisory Council Consultant will develop a strategy to promote legislation requiring expanded training, so that more facilities know of procedures which lead to sensitive care for dementia patients and peace of mind for family members.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>10. The AAA Advisory Council Alzheimer's / Dementia Group will appoint a minimum of two representatives to attend monthly meetings of the Older Adults Committee of the Mental Health Commission and the Contra Costa Alzheimer's Network, in order to create partnerships between the groups advocating for services for those suffering from Alzheimer's and other forms of dementia.</p>	<p>7/1/05 - 12/30/06</p>		<p>Completed</p>
<p>11. The AAA Advisory Council Housing Work Group members and the AAA Advisory Council Consultant, with the assistance of County Homeless Program staff, will make presentations to city planning commissions and city councils about senior homeless statistics, reasons for homelessness, and the homeless encampments and demographics in each of their jurisdictions, to raise awareness of the need for cities to provide affordable and supportive housing.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 5 - Continued

<p>12. A subcommittee of the AAA Advisory Council Housing Work Group members, staff from Independent Living Resource and Public Health, the AAA Advisory Council Consultant, a retired geriatrician, and the AAA Program Manager will assist the County Community Development Department and the Advisory Council on Aging in developing best-practice guidelines for support of affordable and disability housing developments in the County, so that housing developers have stronger incentives to design projects that meet the needs of seniors and persons with disabilities.</p>	<p>7/1/05 - 6/30/08</p>		<p>Completed</p>
<p>13. In order to promote Social Security legislation and policy changes that reflect local concerns and the needs of current and future recipients, the AAA Advisory Council Legislative Advocacy Work Group will promote a broad discussion on Social Security's future and proposals for change by researching all available information and statistics, hosting speakers at Legislative Advocacy and Advisory Council meetings, and promoting attendance of its members at Social Security forums.</p>	<p>7/1/05 - 12/30/06</p>		<p>Completed</p>
<p>14. In order to reduce the incidence of elder financial abuse, the AAA Advisory Council Legislative Advocacy Work Group members and the AAA Advisory Council Consultant will implement a statewide campaign to make financial institutions mandated reporters, by speaking out at senior centers, commission on aging meetings, TACC meetings and other appropriate venues; promoting this issue through the California Senior Legislature; and sending letters to State legislators and organizations, encouraging them to support such legislation.</p>	<p>7/1/05 - 12/30/05</p>		<p>Completed</p>
<p>15. AAA Program Manager and AAA Sr. Staff Assistants will staff the AAA Advisory Council Planning Committee once a month and provide technical assistance with analyzing public policy and legislation and reviewing program regulations in order to assist the committee with their task of advocating for older adults.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>16. The AAA Mobility Manager will staff the AAA Advisory Council Transportation Work Group meeting once a month, and provide technical assistance with analyzing transportation policy, programs, services and legislation in order to assist the Work Group with their task of advocating for the transportation needs of older adults. The AAA Mobility Manager position was terminated due to budget cuts.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Deleted</p>

Goal 5 - Continued

<p>17. The Advisory Council Consultant and Advisory Council Legislative Committee members will meet with each of the five County Supervisors in order to advocate for increased services in the areas of senior mental health, senior homelessness and elder abuse. This advocacy happened in FY 08-09 and earlier and helped establish the elder court.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>18. In order to address the need highlighted at the Mental Health Community for an integrated system of mental health services for older adults, the AAA Advisory Council on Aging will convene a new work group, the Mental Health Community Task Force. This task force will consist of representation from the Advisory Council, older adults, community organizations, advocates, consumers, representatives of mental health and dementia organizations, and will work on policy changes, program planning and the development of funding for mental health services. The AAA Advisory successfully convened a new mental Health Community Task Force, which meets monthly.</p>	<p>7/1/08 – 6/30/09</p>	<p>PD</p>	<p>Completed</p>
<p>19. In order to raise public awareness and to find solutions to critical issues facing older adults, the AAA Program Manager, Sr. Staff Assistant, AAA Advisory Council Consultant and the AAA Advisory Council on Aging, will sponsor quarterly community-wide forums in the chambers of the Board of Supervisors on the topics of mental health, elder financial abuse, gambling/addiction, housing/ homelessness, and health. The following forums were held: Senior Mental Health issues, Elder Financial Abuse, gambling and addiction, housing and homelessness.</p>	<p>7/1/08 – 6/30/09</p>	<p>PD</p>	<p>Completed</p>

GOAL # 6

In order to respond to the changing needs of the older population the AAA will enhance administrative efficiency of its contracting and service delivery operations for the purpose of improving community-based care for the elderly of CCC.

RATIONALE

In order to respond to the older adult population, the AAA is committed to enhance the efficiency of its contracting and service delivery operations.

OBJECTIVES	Projected Start & End Dates	Title III B Funded PD or C	Status
1. AAA Sr. Staff Assistant will design RFP's requiring bidders to include a plan for community outreach to assure that low income individuals, ethnically diverse, limited English speaking individuals and persons identified as being of greatest economic or social need aged 60 years or older are being served.	7/1/05 - 6/30/09		Completed
2. In order to improve and standardize the procurement, contracting, evaluation, and monitoring processes of the Employment and Human Services Dept (EHSD), the EHSD Director established a Contracts Improvement Committee comprised of staff from different EHSD Bureaus and Divisions. AAA Sr. Staff Assistant will actively participate on this committee. AAA contracts and monitoring tools will be analyzed as potential models for use by all EHSD Divisions.	7/1/05 - 6/30/09		Completed
3. In order to enhance the administrative efficiency of contracting and service delivery operations, the AAA Program and AAA Sr. Staff Assistants will develop a schedule, whereas, each contracting and direct service program manager/director will be scheduled to attend one Advisory Council Planning Committee meeting to present information on the program and service delivery. Additionally, time will be scheduled at the end of each presentation to allow comments/recommendations from the Council members and AAA staff to aid the service providers in their service delivery methodology.	7/1/05 - 6/30/09		Completed
4. AAA Program Manager, AAA Sr. Staff Assistants, and AAA Fiscal Officer will meet at a minimum four (4) times a year to assure adequate communication and coordination between AAA fiscal and AAA program functions in order to provide optimum delivery of service to our contractors.	7/1/05 - 6/30/09		Completed

Goal 6 - Continued

<p>5. The AAA Program Manager and AAA Sr. Staff Assistants will work with the Lead Committee of the CCC Acute and Long Term Care Integration Project in identifying and setting up "Best Practice" contracting processes to expand the continuum of community based services needed for the project. This will result in a continuum of integrated, accessible service options to seniors and persons with disabilities in CCC. ALTCI was discontinued by all parties.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Deleted</p>
<p>6. In conjunction with the AAA Senior Advisory Council, Sr. Staff Assistant will conduct a random customer satisfaction survey of the 22 AAA contracted providers. Eleven AAA Advisory Council members will each contact 2 provider clients a month over a 10 month period for a total of 220 calls or 10 consumer calls for each AAA provider. The customer satisfaction survey information will then be collated and analyzed by AAA staff for future planning related to meeting identified customer needs. This survey information will also be shared with the individual contracted providers for their operational and quality improvement needs.</p>	<p>7/1/05 - 6/30/09</p>		<p>Deleted</p>

GOAL # 7

AAA will maintain a preventive health care program that will provide both health care insurance counseling and advocacy and health promotion and disease prevention information to the older population of CCC by means of a variety of community outreach activities.

RATIONALE

As specified by the Older Americans Act.

OBJECTIVES

OBJECTIVES	Projected Start & End Dates	Title III B Funded PD or C	Status
<p>1. AAA Sr. Staff Assistant, through an Administrative Letter of Agreement with CCTV, will coordinate production services for a new program entitled: "The Time of Your Life", by scouting locations for tapings and arranging for co-hosts and expert guests. A professional broadcast journalist has been contracted to host this program and develop topics for four (4) two (2) shows focusing on preventive health, nutrition, exercise and the importance of staying active in order to show seniors how they can improve and/or maintain their health and prevent disease by taking an active and healthy approach to aging. Changed to 2 shows for FY 08-09. Discontinued because of budget cuts.</p>	7/1/05 - 6/30/09	C	Deleted
<p>2. AAA Sr. Staff Assistant will actively work with senior community members to organize and present Ageless Lifestyle forums co-sponsored by the, Central County Senior Coalition. This forum will discuss topics related to preventing illness, managing chronic disease and promoting healthy lifestyle habits. CCTV will videotape the forums for broadcast to the community on CCTV's cable channel. Forum held with approximately 50 people attending. Program had speakers discussing nutrition, exercise, medicines, and lifestyle choices/changes. Program was broadcast on Cable Channel 27, serving the East Bay area.</p>	7/1/05 - 6/30/09	C	Completed
<p>3. AAA Sr. Staff Assistants and AAA Staff Assistant will actively work with the East County Senior Coalition to annually coordinate a series of Senior Health and Information Mini-Fairs, which will bring health screenings and resources to seniors residing in rural and isolated East County communities. AAA Staff Assistant actively worked with East County Coalition in the planning 4 senior mini health and resource fairs, which offered free health screenings.</p>	7/1/05 - 6/30/09	C	Completed
<p>4. AAA Sr. Staff Assistant will provide the public with preventive health care and disease control information on a continuing basis by telephone, community presentations, and the local TV cable program, <i>The Time of Your Life</i>. Eliminated from budget.</p>	7/1/05 - 6/30/09		Deleted

Goal 7 – Continued

<p>5. AAA Sr. Staff Assistant will work with Office of County Supervisor Gayle Uilkema, Health Services Department, Office of Emergency Services, and other organizations to develop a program and coordinate the distribution of a Medication Safety Packets that would hold a 3-day supply of essential medications and medical information for seniors to quickly take with them in an event of an evacuation. <i>Year One:</i> design Medication Safety Pack components with input from seniors, distribute Packs to a sample of seniors and survey them to determine usability of product, and solicit donations from businesses to finance the project. <i>Year Two:</i> collaborate with community organizations and emergency response agencies to educate the public about the Medication Safety Packs and distribute it throughout the County. Over 10,000 seniors received free Medication Safety Packs.</p>	<p>7/1/05 - 6/30/08</p>	<p>C</p>	<p>Completed</p>
<p>6. Older Adults consume more medicines than any other age group, but using medicines may put them at risk, especially when several medicines are used at one time. To help seniors avoid risks and get the best results from their medicines, AAA Sr. Staff Assistants will distribute medication safety fact sheets and med-sets/pillboxes that keep medications in order. AAA Senior Staff Assistant distributed pill boxes and literature on medication management in English and, when requested, in Spanish. Distribution sites focused on senior housing complexes, senior centers, and libraries.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>7. AAA Senior Staff Assistant and AAA Program Manager will develop and implement an outreach plan that includes, utilizing the InfoVan and working with senior coalitions, health clinics and hospitals, and community agencies to distribute exercise, nutrition, and disease prevention fact sheets to help seniors prevent health problems and live a healthy lifestyle. Outreach activities directed at seniors and caregivers are coordinated on an ongoing basis with community partners. In FY 08-09 outreach activities had to be scaled back due to staff-lays. However, there were still many outreach highlights including successful health and information fairs at Doctors Medical Center, Pittsburg Senior Center, and City of Oakley.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>8. AAA Sr. Staff Assistant will actively participate in the East County AIDS Task Force, which was convened in response to the disproportionately high impact of HIV/AIDS on East County. To increase awareness about HIV/AIDS and inform the public about East County resources, the Task Force will develop and distribute outreach materials and hold a health and resource fair during Aids Awareness Month in May.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 7 – Continued

<p>9. To increase awareness about the benefits of physical activity for older adults, AAA Sr. Staff Assistant will work with community agencies to develop and coordinate exercise programs including "Active Aging" forums, which will provide demonstrations, workshops, and exhibits on exercise and fitness. In FY 08-09, the AAA worked jointly with community partners to coordinate two successful "Active Aging" forms, one in the city of Pittsburg and the other in Pleasant Hill. Community partners included local hospitals, adult education centers, and community organizations.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>10. AAA Sr. Staff Assistant and AAA Program Manager will provide support and information to the Case Management Division Manager to make available to the Mental Health Services Act community stakeholders in order to plan programs, services, and funding allocations for Prop 63 dollars intended to address mental health issues for older adults.</p>	<p>7/1/05 - 6/30/08</p>	<p>PD</p>	<p>Completed</p>
<p>11. In order to develop a coordinated case management process to patient care, the AAA Program Manager and AAA Sr. Staff Assistants will participate in development of an ALTCI plan to carve in mental health care services resulting in a coordinated care management process across disciplines by January 1, 2007. ALTCI was discontinued.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Deleted</p>
<p>12. AAA Sr. Staff Assistant and AAA Program Manager will use the Partners in Planning workshop to explore with contract partners and CBOs barriers to and opportunities for volunteering by older adults in the community. In recent AAA and <u>Every Generation</u> surveys seniors expressed a desire for more volunteer opportunities. The Partners in Planning workshop will be used to educate participants, on what are the advantages of using volunteers in your CBO and how to set up and maintain a volunteer program.</p>	<p>7/1/05 - 6/30/08</p>	<p>C</p>	<p>Completed</p>
<p>13. In order to help HICAP consumers receive health care entitlements and make informed decisions, the HICAP Program Coordinator will work in collaboration with California Health Advocates and will update consumer literature regarding health care benefits and rights regarding Medicare, HMOs, Medi-gaps, and long-term care insurance. HICAP updated Medicare Advantage Plan Comparison Charts for HMOs and Special Needs Plans and updated Medigap Plan Comparison Charts for People Aged 65 and Older and for younger, disabled Medicare beneficiaries. These documents were widely distributed.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 7 – Continued

<p>14. In order to ensure that Medicare beneficiaries receive the information and assistance they need to make informed decisions and receive the benefits to which they are entitled under Medicare Part D, the HICAP Program Coordinator and HICAP Staff Assistant will work collaboratively with other public and private agencies, such as, the Social Security Administration and Centers for Medicare and Medicaid Services. HICAP worked closely with the Social Security Administration and the Centers for Medicare and Medicaid Services, at training events and community health fairs, with an emphasis on enrolling Medicare beneficiaries with limited-incomes in the Low-Income Subsidy Program for Medicare Part D.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>15. In order to increase outreach and information to as many Medicare beneficiaries as possible, the HICAP Program Coordinator and HICAP Senior Staff Assistant will target special presentations on Medicare Part D and other Medicare issues to aging and adult service providers, relevant citizens groups and key informants. In order to protect the health and welfare of a vulnerable population, the HICAP Senior Staff Assistant and HICAP Staff Assistant will use at least 5% of Federal SHIP funding to provide pharmaceutical (Part D) assistance for dual eligible beneficiaries with mental illness. HICAP provided training and information on Medicare Part D to aging and adult service providers and key informants through presentations to the Advisory Council on Aging, Senior Coalitions, County Staff and other professional groups. HICAP used more than 5% of designated SHIP funding to provide enrollment assistance on Medicare Part D to low-income people with mental illness.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>16. The Linkages Social Work Supervisor will target people with disabilities, those who are underserved, people with low-incomes, those with language barriers, and/or people who are culturally, socially or geographically isolated. This will be accomplished by providing outreach countywide by utilizing AAA Information and Assistance and the AAA Senior Staff Assistant Outreach Program Coordinator to assist in reaching the underserved via phone consultations, printed literature, and community presentations. Additionally, The Linkages Social Work Supervisor and Linkages Social Workers will maintain regular contact with other community resources such as hospital discharge planners, MediCal eligibility workers, and IHSS workers in order to encourage referrals of these types. In order to prevent barriers to receiving services for those who have limited-English speaking skills, translation services will be provided via in-house staff and by contracted translation services as needed/requested.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 7 – Continued

<p>17. AAA HICAP Staff Assistant will develop and coordinate a program to be offered at senior centers to provide the services of a pharmacist to conduct prescription drug reviews with seniors in order to prevent adverse drug reactions and overmedication and to promote good health and well-being. There is no funding for this activity.</p>	<p>7/1/05 - 6/30/08</p>	<p>C</p>	<p>Deleted</p>
<p>18. AAA Sr. Staff Assistant will pursue funding resources to develop pilot episodes of an instructional exercise television series. The television series would feature exercises specifically design to help Contra Costa County's Baby Boom and senior population become and stay fit while reducing their risk of obesity, heart disease, diabetes, and other chronic conditions. The show would be televised on Contra Costa Television (CCTV), giving older adults access to safe workouts without having to leave the convenience of their homes. There was insufficient Title IIID funding, so we submitted a grant proposal to a local foundation, however, were turned down for the funding.</p>	<p>7/1/05 - 6/30/08</p>	<p>C</p>	<p>Deleted</p>
<p>19. The AAA Program Manager, AAA Sr. Staff Assistants, and the Advisory Council Planning Committee Members will work collaboratively with CBO's to develop and plan special programs/events/services with the use of One-Time Only funds in order to help address the needs of older adults with particular attention to promoting health and preventing disease, such as health screening, home safety, physical and mental health. OTO funds allocated and project completed.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Completed</p>

GOAL # 8

The CCC AAA is committed to empowering and sustaining family caregivers, recognizing that they are the backbone of our long-term care system and that they function under tremendous burdens. AAA will empower and sustain family caregivers through the development and enhancement of a comprehensive system of family caregiver support services and by making this support system both visible and accessible to them.

RATIONALE

Mandated by the Older Americans Act.

OBJECTIVES

Projected Start & End Dates	Title III B Funded PD or C	Status
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1. AAA Sr. Staff Assistant will maintain active participation in the Family Caregiver Support Program by managing and monitoring FCGP contractors in order to ensure the continual networking of FCGP contractors by facilitating meetings once a year between the six FCGP contractors. Aging and Adult Services Information and Assistance Unit will make four presentations to community groups in order to provide information services about caregiver programs available to caregivers in Contra Costa County.	7/1/05 - 6/30/09		Completed
2. AAA Sr. Staff Assistant will work with the Employment and Human Services Department contracts staff to issue a RFP for service needs as identified in the FCSP Needs Assessment and in compliance with the service categories outlined in the FCSP Service Matrix.	7/1/05 - 6/30/08		Completed
3. AAA Sr. Staff Assistant will require through its RFP process that bidders include a plan for community outreach in order to assure low income individuals, ethnically diverse communities, limited English speaking individuals and persons identified as being of greatest economic and / or social need will be served by the programs and services provided with FCGP funds meeting the targeting mandates of the Older Americans Act.	7/1/05 - 6/30/08		Completed
4. AAA Sr. Staff Assistant and the Advisory Council on Aging will review and recommend the awarding of bids for FCGP services in order to provide for contracted services that address the needs of the target population.	7/1/05 - 6/30/08		Completed
5. AAA Sr. Staff Assistant will negotiate contracts for successful provision of FCGP services in order to provide for a wide array of services to caregivers meeting the targeted mandates of the FCGP of the Older Americans Act.	7/1/05 - 6/30/08		Completed

Goal 8 - Continued

<p>6. AAA Sr. Staff Assistant will provide technical assistance to contractors through the entire contract process and contract year in order to ensure the adequate provision of services under the FCGP.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>7. AAA Sr. Staff Assistant will work with FCGP services to develop a new Money Management Program where FCGP Contractors will be responsible to identify through the intake and assessment process family caregivers who are in need of Money Management services in order to better their ability to prepare a household budget that can be managed successfully, maintaining a system to pay bills on time, and helping to alleviate the stress that comes with financial problems created by a lack of knowledge or ability to manage household finances. Title III E RFP set Money Management as a priority to be addressed by Title III E program contractors during the term of the area plan.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Completed</p>

GOAL # 9

The AAA is committed to planning for and implementing community services for the Baby Boomer population; recognizing and addressing their unique needs related to housing, transportation, financial security, health and well being, employment and community involvement. While there is no current funding for this effort, the AAA will seek to accomplish this through advocacy, and creative collaboration with current and new community partners.

RATIONALE

To address the needs of the influx of Baby Boomers expected to retire in the near future.

OBJECTIVES

	Projected Start & End Dates	Title III B Funded PD or C	Status
1. AAA Sr. Staff Assistant responsible for outreach and AAA Program Manager will recruit a CBO or corporate partner to develop and offer a training program that will develop or enhance skills for older adults interested in second career employment opportunities. This project is put on hold due to budget cuts and staff lay-offs. The AAA will revisit this project once there is funding to support it.	7/1/05 - 6/30/09	C	Deleted
2. AAA Sr. Staff Assistant and AAA Program Manager will form a AAA community of partners to develop flexible work option plans for older adults, including flexible scheduling, compressed work week, telecommuting, part time, job sharing and on call employment options. Fourteen percent of the seniors in CCC currently work full or part time with another twenty five percent of seniors wanting to find employment. Large numbers of Baby Boomers are expected to want to work well into their seventies. This project is put on hold due to budget cuts and staff lay-offs. The AAA will revisit this project once there is funding to support it.	7/1/05 - 6/30/09	C	Deleted
3. AAA Sr. Staff Assistant responsible for outreach will work with County Public Relations staff in changing negative stereotypes that exist in the media and throughout society by incorporating issues of diversity and involvement of older adults in the community through the Senior Information Newsletter and countywide media publications. This ongoing effort is called the Myth Buster Campaign and it ended in 2008 due to a lack of funding.	7/1/05 - 6/30/09		Completed

Goal 9 - Continued

<p>4. AAA Sr. Staff Assistant and AAA Program Manager will partner with the AARP Workforce Services Division and "aging friendly" employers in Contra Costa County to hold an annual countywide Senior Employment Fair in order to increase senior employment by offering seniors a variety of options including: part-time and short-term work, as well as, full-time employment for Seniors and to educate Contra Costa employers on the value to their organizations of hiring older workers. This project is put on hold due to budget cuts and staff lay-offs. The AAA will revisit this project once there is funding to support it.</p>	<p>7/1/05 - 6/30/09</p>	<p>C</p>	<p>Deleted</p>
<p>5. AAA Sr. Staff Assistant responsible for outreach, AAA transportation staff, HICAP staff, and the AAA Program Manager will be leading <u>For Every Generation</u> stakeholder community task forces in the areas of transportation, housing, support services, quality of life and involvement in the community in order to set up pathways to an <i>Aging Friendly Community</i>. The <u>For Every Generation</u> community program has long-range goals over the next several years, however these aforementioned task forces led by AAA staff will complete the initial pathways. The task forces accomplished many goals with the support and leadership of AAA staff and Program Manager, particularly in the area of transportation. For example, ideas for many of the transportation projects such as, CarFit and expanding the volunteer driver program, originated from the For Every Generation task force.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Completed</p>
<p>6. AAA Program Manager, AAA Sr. Staff Assistants, and Planning Committee of the Advisory Council on Aging will actively work together to enhance the Area Plan Update Report, in order to plan for services and utilization in preparation of the influx of Baby Boomers expected to retire over the next fifteen (15) years.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>
<p>7. In conjunction with CCC Health Services and Aging and Adult Services Departments the AAA Program Manager and Sr. Staff Assistants will work to develop an Acute and Long Term Care Integration plan which will provide a comprehensive, integrated system of medical and social services for 30,000 blind, aged, and disabled seniors in CCC, beginning April 2008. ALCTI was discontinued.</p>	<p>7/1/05 - 6/30/09</p>	<p>PD</p>	<p>Deleted</p>
<p>8. The AAA Program Manager and AAA Senior Staff Assistant will provide training in civic engagement skills for the Contra Costa for Every Generation Ambassador (name changed) program volunteers, in order to educate the public and local jurisdictions about policies and programs that support an Aging Friendly Community.</p>	<p>7/1/05 - 6/30/09</p>		<p>Completed</p>

Goal 9 - Continued

<p>9. AAA Transportation Staff, working in collaboration with the Contra Costa for Every Generation organization, will convene and develop a mobility management transportation center, in order to provide a one-call center for information and referral to transportation resources and services for non-drivers. Transportation management call center was never realized because transportation manager position was eliminated.</p>	<p>7/1/08 – 6/30/09</p>	<p>C</p>	<p>Deleted</p>
<p>10. AAA Program Manager and Sr. Staff Assistants will provide technical assistance and training to Contra Costa for Every Generation volunteers on how to research issues and interview for local boards, city councils and planning commissions, in order to increase the number of older adults in policy-making positions. This objective was deleted due to budget cuts and staff lay-offs.</p>	<p>7/1/08 – 6/30/09</p>	<p>C</p>	<p>Deleted</p>
<p>11. In order to increase and enhance prosecution of the crime of elder abuse, the AAA Program Manager and Sr. Staff Assistants will work with Contra Costa for Every Generation, Adult Protective Services, local law enforcement and the district attorneys' office to create an Elder Court. Elder court was created in November 2008 and occurs every Tuesday.</p>	<p>7/1/08 – 6/30/09</p>	<p>C</p>	<p>Completed</p>
<p>12. The AAA will begin crafting a needs assessment plan that would include establishing a timeline, developing an assessment tool, and recruiting Advisory Council members, representatives from our service provider network, and volunteers who would be willing and ready to help conduct survey interviews and collect data. The goal is to have in place a needs assessment plan that outlines strategies to survey a sampling of the county's Baby Boomers population in order to identify their unique needs. This project was put on hold due to budget cuts and staff lay-offs. With assistance from the Planning Committee of the Advisory Council the AAA plans to complete this objective during the 2009-2012 planning cycle.</p>	<p>7/1/08 – 6/30/09</p>	<p>C</p>	<p>Incomplete</p>

GOAL # 10

AAA will work with each of its contractors to assess/design/implement an Emergency Services Plan that will ensure the continuation of the provision of critical services that will meet the emergency needs of its staff and clients during a disaster.

RATIONALE

Mandated by the California Department of Aging.

OBJECTIVES

OBJECTIVES	Projected Start & End Dates	Title III B Funded PD or C	Status
1. AAA Sr. Staff Assistant will conduct an evaluation of each of its contractors Emergency Preparedness Plans and provide technical assistance to those contractors that need to implement or update their respective preparedness plans.	7/1/07 – 6/30/09		Completed
2. AAA Sr. Staff Assistant will coordinate its responsibilities with the Contra Costa County Employment and Human Services Dept. Emergency Preparedness staff and the Contra Costa County Office of Emergency Services.	7/1/07 – 6/30/09		Completed
3. AAA Sr. Staff Assistant will conduct emergency preparedness informational presentations at senior centers in each area of the County in order to assist seniors in preparation for a disaster.	7/1/07 – 6/30/09		Completed
4. AAA Sr. Staff Assistant will distribute 1000 emergency preparedness kits in each area of the County in order to assist seniors in preparation for a disaster. In '08-'09 1000 emergency preparedness kits will be distributed at senior home safety fairs, senior centers, more Brown Bag sites, and low-income senior housing. In addition, application will be submitted for funding from the Bay Area Super Urban Area Security Initiative (SUASI).	7/1/07 – 6/30/09		Completed

GOAL # 11

The AAA will work to prevent isolation, poverty, homelessness, and premature institutionalization of Lesbian, Gay, Bisexual, and Transgender (LGBT) seniors due recent studies showing them to be at a higher risk as a result of life-long experiences causing marginalization.

RATIONALE

Mandated by the California Department of Aging.

OBJECTIVES

OBJECTIVES	Projected Start & End Dates	Title III B Funded PD or C	Status
1. AAA Program Manager and AAA Sr. Staff Assistant will conduct a needs assessment of LGBT seniors in all areas of the County to determine priorities for services and challenges experienced with service utilization in order to plan for culturally competent services.	7/1/07 – 6/30/09		Completed
2. With One-Time Only funds, the AAA Program Manager and AAA Sr. Staff Assistant will bid for the services of an experienced professional CBO to conduct trainings for County Aging & Adult Service Staff and AAA service providers in order to maximize their ability to provide culturally competent services to LGBT Seniors. Two trainings were conducted: one for AAA staff and one for County Aging and Adult Services staff.	7/1/07 – 6/30/09	PD	Completed
3. AAA Program Manager and AAA Sr. Staff Assistant will collaborate with local agencies which serve LGBT seniors in order to gain technical assistance needed to plan for culturally competent services to LGBT Seniors. AAA was certified as "LGBT-friendly."	7/1/07 – 6/30/09	C	Completed
4. AAA Program Manager and AAA Sr. Staff Assistant will collaborate with local agencies which serve LGBT seniors in order to maintain the most current demographic information on LGBT Seniors, particularly regarding those of low-income and minority status in order to adequately plan for services.	7/1/07 – 6/30/08	C	Completed
5. AAA Program Manager and AAA Sr. Staff Assistant will collaborate with local agencies which serve LGBT seniors in order to maintain the most current resource information on culturally competent services for LGBT Seniors in order for I & A to provide the appropriate referrals. Material was exchanged between programs.	7/1/07 – 6/30/09	C	Completed

Section VI: Summary of Activities for the Year and 2005-2009 Planning Cycle

The resources required to carrying out services outlined in the Area Agency on Aging's (AAA) 2005-2009 Four-Year Plan was subject to the whims of budget ups and downs. During the first two years of the Plan, the AAA took necessary steps to address the needs of a rapidly growing senior population by expanding services incrementally in areas such as transportation and outreach. Regrettably these and other expansion efforts were halted or rolled back in the latter two years of the planning cycle when budget cutbacks at the State and in Contra Costa County trickled down to the AAA. As a result the AAA ended the planning cycle with two consecutive years of staff and service contraction. FY 2008-2009 was particularly challenging because most of the cutbacks occurred during this period. Nevertheless, the AAA continued the difficult task of operating core services with tighter resources and we welcome the opportunity to provide a summary of our activities during FY 08-09 and from the 2005-2009 planning cycle.

Information & Assistance

Senior Information and Assistance (I&A) has adapted to several significant changes during the 2005-2009 planning cycle. In 2005 the program was considered the center piece of a plan to create a single point of entry into county benefits and care systems. In that vein I&A took the initial applications or referrals for the following programs:

- In-Home Support Services (IHSS)
- Health Insurance and Advocacy Program (HICAP)
- Adult Protective Services (APS)
- Multi-Purpose Senior Services Program (MSSP)
- Linkages

The I&A program also participated in the planning for the Acute and Long Term Care Integration Project (ALTCI). Contra Costa County was one of three counties in the state who hoped to implement expanded use of managed care delivery systems for Medi-Cal recipients who were seniors and persons with disabilities. This system was to be operational by January 1, 2007.

In order to meet the demands of program referrals and activities the I&A staff included eight social worker, a clerk supervisor, and program analyst.

By 2008 a much different scenario had developed. The ALTCI project was discontinued. MSSP was no longer operated by the County but instead transferred to a community service provider. Linkages was closing. APS staff was reduced by 75% in December of 2008. By June 2009 the I&A staff was reduced to three social workers, one clerk, and supervisor. The workload regarding I&A calls and APS referrals has grown.

In 2005 there was a full time staff position dedicated for community outreach and education. The I&A supervisor is now the primary contact for presentations and information fairs.

HICAP

HICAP faced three major challenges in the planning period from 2005-2009:

1. The introduction of Medicare's prescription drug benefit.
2. The increasing complexity of Medicare regulations and choices of plans for medical coverage.
3. The increasing number of low-income Medicare beneficiaries who are unable to afford medical care.

HICAP blanketed the community with presentations on the new drug coverage, both for Medicare beneficiaries and professionals. HICAP Staff prepared consumer-friendly fact sheets in six languages to enable people to make wise choices. HICAP Counselors provided drug plan comparisons for hundreds of seniors. HICAP worked closely with Medi-Cal to prevent low-income beneficiaries from losing access to medications when their drug coverage switched to Medicare.

To manage the increasing complexity of Medicare regulations and plan choices, HICAP introduced "Welcome to Medicare" seminars. These 2-hour presentations for people who are new to Medicare explain plan options for receiving Medicare and supplementing Medicare. Participants can make informed decisions and have a base of information that makes individual HICAP counseling sessions more productive.

To respond to the increasing number of low-income Medicare beneficiaries, HICAP worked closely with the County's Medi-Cal Staff to help clients obtain financial support for medical costs. HICAP also trained aging service providers on resources for health care for low-income seniors and people with disabilities and targeted outreach and community presentations to people with limited incomes.

HICAP remains committed to recruiting and training highly skilled volunteers to address the increasing and changing needs of Contra Costa Medicare beneficiaries.

Advisory Council on Aging

The Advisory Council on Aging had a full-time consultant and AAA staff support to help successfully carry out a wide range of activities during the 2005-2009 planning cycle. The Advisory Council partnered with Contra Costa County for Every Generation [CCEG] and the Advisory Committee of the IHSS Public Authority to hold forums to generate community-wide action to address elder mental health and financial abuse issues. The forum on mental health led to the creation of a community-wide mental health task force. The financial abuse forum helped generate more attention and support for the establishment of an elder protection court in Contra Costa County, which became operational in November 2008.

The Advisory Council was involved with the community-based organization, CCEG. CCEG's mission is to create aging-friendly communities in Contra Costa County by increasing awareness, getting people involved through active engagement, supporting them with training and facilitation, and fostering local action. The Advisory Council and AAA staff worked jointly with CCEG on many goals in the areas of transportation, housing, health, and community involvement.

Additionally the Council members were active in advocacy efforts. They were particularly concerned about the growing State budget crisis and its impact on senior programs. Members protested drastic cuts to senior programs and presented their own ideas on how to address raising revenue to offset the budget deficit. Members spoke out at press conferences and forums and wrote letters to legislators. Council advocacy efforts focused mostly on four key areas: Adult Protective Services, Medi-Cal programs and In-Home Support Services, Nutrition programs, and Transportation services.

By FY 08-09 budget cuts eliminated the consultant position that staffed the Advisory Council. This led the Advisory Council to reorganize by shifting more responsibilities to its members and scaling back on some efforts in order to focus on core activities.

The Housing Work Group of the Advisory Council continued its efforts to develop standards for construction of multi-unit senior housing projects to be used by planning departments to evaluate proposed projects. The Health Work Group, working with the County Health Department, created the second Stroke TV program that was aired on Contra Costa Television (CCTV) and is now available on DVD. This program focused on prevention and is complement to the first program that focused on calling

911 for suspected strokes. An Ad Hoc Committee headed by First Vice President of the Advisory Council, Mim Carlson, drafted a new set of bylaws which will be presented to the Board of Supervisors for approval in October. The Advisory Council's new Senior Mental Health Work Group has sent out questionnaires to mental health providers in Contra Costa County in furtherance of the goal to determine provider needs for the county. The latter is an ongoing effort.

Transportation

In the FY 2005-2009 Area Plan, the AAA outlined many initiatives to address senior transportation issues. Many of those initiatives were successfully met.

There was progress made in some parts of the County in developing community-based transportation alternatives for seniors. Examples of services that have been developed in Contra Costa include: senior van programs, tax scrip programs, and volunteer driver program.

There has also been progress made in improving information available regarding transportation alternatives. In 2005, the AAA produced the "Way To Go Contra Costa!" transportation resource guide in both Spanish and English and the accompanying website. In 2007, AAA in cooperation with the Department of Motor Vehicles produced the brochure: "Are You Ready for Someone Else to Do the Driving?" which was distributed at DMV offices and senior centers throughout the county.

Work was also done on the older driver issue in Contra Costa. "CarFit" Programs and CarFit volunteer trainings have taken place, and driver assessment tools and videos on older driver issue have been distributed.

Unfortunately the progress made in many of the transportation initiatives was cut short by budget cutbacks. In FY 07-08 the Mobility Specialist position was cut, followed by the Mobility Manager position in FY 08-09. The AAA no longer has dedicated staff for transportation issues but groups including public transit operators, non-profit providers, the Contra Costa Transportation Authority and its Paratransit Coordinating Council, the County Advisory Council on Aging, and Contra Costa For Every Generation is continuing some of the work.

Fall Prevention

A community-driven, comprehensive Fall Prevention Program (FPP) of Contra Costa County was established during the 2005-2009 planning cycle. AAA along with In-Home Supportive Services, the Contra Costa Public Health Department, Jewish Family & Children's Services of the East Bay, and John Muir Senior Services founded the program with the mission to reduce preventable injuries, loss of independence, costs and deaths associated with falls among seniors and people with disabilities by raising awareness and developing fall prevention services.

The program secured a \$90,000 start-up grant from John Muir Hospital in February 2008. Senior Outreach Services, a non-profit agency, was then selected to act as the fiscal/lead agency for the Fall Prevention Program of Contra Costa County. Senior Outreach Services hired a Fall Prevention Program Manager in June 2008 to lead efforts to implement services.

As a component of the Fall Prevention Program, the Area Agency on Aging, Contra Costa County Public Health, and IHSS developed a project to utilize a public health nurse to assess IHSS clients' fall risk and then link them to fall prevention services. An assessment tool was developed and the program was being tested in West Contra Costa County for about 3 months before it was prematurely discontinued when the public health nurse was laid-off due to budget cuts in the Health Department. While this was a significant setback, the Fall Prevention Program progressed in many other areas.

In FY 08-09, the Fall Prevention Program successfully implemented a home modification program and an education campaign that includes a partnership with the fire department to educate the public about fall prevention and fire safety. It formed a Fall Prevention Coalition with over 50 members representing agencies from the non-profit, public, and private sector. The focus of the Coalition is to develop services to address four areas key to preventing falls: education, medication safety, home modification, and exercise.

Outreach

The AAA implemented many outreach initiatives to ensure that seniors are aware of the services available to them during the 2005-2009 planning cycle. We actively conducted outreach to seniors, particularly to those with low-incomes, mental or physical disabilities, language barriers, and who are isolated due to cultural, social, and geographical factors. Staff spoke to groups and made one-on-one contact with individuals at service clubs, community events, senior centers, churches, senior housing facilities, and other locations where seniors congregate. Our InfoVan, "an information center on wheels," traveled throughout the county, including to rural communities, to disseminate information about services and how to access them.

Additionally, the Area Agency on Aging published a Senior Information Newsletter, which was disseminated to approximately 17,000 households, of which about 6,000 are low-income and disabled adults and seniors in the In-Home Supportive Services (IHSS) program. The Newsletter provided readers with information about community services and events, legislative updates, and health information.

By FY 08-09 staff lay-offs led the AAA to scale back on its outreach efforts. However outreach activities did continue because the Information & Assistance Supervisor took on that added responsibility. Furthermore, the AAA's Senior Information Newsletter was discontinued due to a lack of funding.

Conclusion

The AAA operated under drastic budget constraints and with decreased staffing in FY 08-09. As a result, we were not able to progress some objectives in the Area Plan, but nonetheless we made significant accomplishments during FY 08-09 and in the 2005-2009 planning cycle.

Unfortunately the budget and staffing problems experienced by the AAA continues to loom over this current year and foreseeable future. The AAA is increasingly challenged in the face of unprecedented budget cuts. Moving forward the AAA will have to continue to prioritize objectives and pursue and develop community partnerships to help maintain critical operations and address emerging needs.

YEAR-END REPORT TRANSMITTAL LETTER

AAA NAME: Area Agency on Aging

PSA #: 7

Check appropriate box for:

FY 2004-05 FY 2005-06 FY 2006-07 FY 2007-08 FY 2008-2009

This Year-End Report provides a retrospective account of progress made toward specified goals during the above checked fiscal year. It provides a performance report for the community and CDA. It reaffirms the important role of AAAs as the advocate, planner, and administrator of programs that strive to address the care needs of older and disabled adults and their families and caregivers in their local Planning and Service Area.

We the undersigned recognize the responsibility within each community to establish systems in order to address the care needs of older individuals and their families and caregivers in this Planning and Service Area. By signing below, we confirm that we have had the opportunity to participate in the planning process and to review and comment on this Year-End Report.

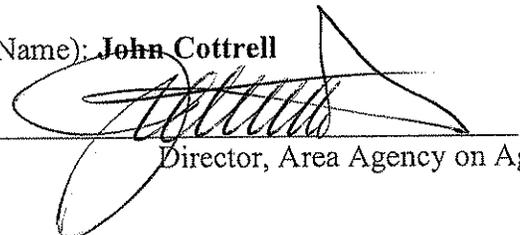
1. (Type Name): **Susan A. Bonilla**

(Signed) _____ Date _____
Chair, Governing Board

2. (Type Name): **Gerald Richards**

(Signed)  _____ Date 10/21/09
Chair, Area Agency on Aging
Advisory Council

3. (Type Name): **John Cottrell**

(Signed)  _____ Date 10-21-09
Director, Area Agency on Aging



Contra
Costa
County

To: Board of Supervisors
From: Michael J. Lango, General Services Director
Date: November 10, 2009

Subject: Disposal of Surplus Property

RECOMMENDATION(S):

DECLARE as surplus and **AUTHORIZE** the Purchasing Agent, or designee, to dispose of vehicles no longer needed for public use as recommended by the General Services Director.

FISCAL IMPACT:

There is no fiscal impact associated with approval of recommended action.

BACKGROUND:

Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: EMY L. SHARP, Deputy

Contact: Mike Lango
925-313-7120

ATTACHMENTS

Surplus Vehicles

ATTACHMENT TO BOARD ORDER

Department	Description/Unit/Make/Model	Serial No.	Condition A. Obsolete B. Worn Out C. Beyond economical repair D. Damaged beyond repair
GSD	1997 FORD #0195 (84803 Miles)	1FALP10P4VW162221	C
GSD	1997 FORD #5539 (144223 Miles)	1FTFF27L3VKD42395	B
Health Service	2003 FORD #4302 (116868 Miles)	2FMZA50473BA55791	B
Public Works	1992 CHEVY #5847 (113698 Miles)	1GNDM19Z9NB206479	B
Sheriff	1999 FORD #0578 (80200 Miles)	1FAFP52U3XG253730	C
Sheriff	2005 FORD #0743 (62366 Miles)	1FAFP953U35A147275	C
Sheriff	2005 FORD #2544 (90320 Miles)	2FAFP71W35X168280	C
Sheriff	2006 FORD #2611 (86759 Miles)	2FAFP71W76X107516	C
Sheriff	2006 FORD #2626 (96416 Miles)	2FAFP71W96X107517	B



Contra
Costa
County

To: Board of Supervisors
From: Catherine Kutsuris, Conservation & Development Director
Date: November 10, 2009

Subject: Single Family Mortgage Revenue Bond Program -- Inducement Resolution and Section 147(f) Approval

RECOMMENDATION(S):

ADOPT Resolution No. 2009/515 approving the issuance of single family mortgage revenue bonds in one or more series in an aggregate amount not to exceed \$50 million to first time homebuyer mortgage assistance; and AUTHORIZE submittal of an application to the California Debt Limit Allocation Committee to obtain the required allocation of private activity volume cap for the bonds.

FISCAL IMPACT:

No General Fund obligation is involved. In the event bonds are issued, the County is reimbursed for costs associated with issuance of bonds. The bonds to be issued will be solely secured by a pledge of revenues (mortgage payments, reserves, etc.) pledged under the bond documents. No County funds are pledged to secure the bonds.

BACKGROUND:

The Obama Administration recently announced a new federal Housing Initiative designed to stimulate the economy and stabilize neighborhoods. Under the initiative the Treasury will be authorized to purchase single family bonds issued by state and local housing finance authorities

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: June McHuen, Deputy

Contact: Jim Kennedy, 335-7225

cc:

BACKGROUND: (CONT'D)

to provide first time homebuyer mortgage assistance at below market rates. The recommended actions will permit the County to secure the necessary authority to issue single family mortgage revenue bonds and to participate in the Temporary New Issue Bond Program implemented by the federal Housing Finance Initiative.

Eighty percent (80%) of the bonds proposed to be issued would be sold to the Federal Housing Finance Agency and/or Fannie Mae and Freddie Mac at below-market rates allowing the County to loan the bond proceeds to eligible households at an affordable mortgage rate. The remaining allocation of bonds will be sold in the public market. A minimum of 40% of the loans will be made to households earning up to 80% of the area median income (approximately \$93,856). The remainder of the funds must be used for first time homebuyers with household incomes not exceeding 120% of area median income (approximately \$140,784). The County's program increases the supply of housing available to qualified homebuyers. It will primarily focus on providing assistance to first time homebuyers purchasing foreclosed homes in order to stabilize the local housing market. A portion of the funds may also be made available to homebuyers purchasing new homes from developers with standing inventory.

In order for the County to receive an allocation of private activity bonds from the California Debt Limit Allocation Committee (CDLAC) an application must be submitted to CDLAC including evidence of a public hearing and Board of Supervisor approval in accordance with the requirements of Section 147(f) of the Internal Revenue Code. Allocations will be made at the CDLAC meeting scheduled to be held on December 16, 2009.

The recommended action is the adoption of a Resolution by the Board of Supervisors, as the legislative body of the County, approving the issuance of bonds in one or more series in an amount not to exceed \$50 million. The Board's action acknowledges that a public hearing has been held by the Deputy Director – Redevelopment as required by Section 147(f) of the Internal Revenue Code. The action also authorizes execution and submittal of the CDLAC application.

The recommended action of the Board is not the Bond Sale Resolution. Such actions would come back to the Board after receipt of an allocation from CDLAC for Private Activity Bond Authority. Expected timing for a Bond Sale Resolution would be in March, 2010.

ATTACHMENTS

Resolution No. 2009/515

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2009/515

**RESOLUTION APPROVING THE ISSUANCE OF SINGLE FAMILY MORTGAGE REVENUE BONDS
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$50,000,000**

WHEREAS, the County of Contra Costa (the "County") has determined to engage in a program of financing home mortgages made to qualified persons and families who purchase homes located within the jurisdiction of the County (the "Program") pursuant to Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act"); and WHEREAS, the County expects to issue single family mortgage revenue bonds (the "Bonds") to finance the Program; and WHEREAS, this Board of Supervisors (the "Board") hereby finds and determines that it is in the best interest of the County to increase the supply of housing available to qualified first-time homebuyers in the County; and WHEREAS, the Bonds will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

I hereby certify that this 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: Jim Kennedy, 335-7225

ATTESTED: November 10, 2009

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

By: , Deputy

cc:

WHEREAS, pursuant to Section 147(f) of the Code prior to their issuance, private activity bonds are required to be approved by the applicable elected representative of the governmental unit by whom or on whose behalf the bonds are expected to be issued and by each governmental unit having jurisdiction over the area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and WHEREAS, the Bonds are to be issued by the County and the homes the acquisition of which is to be financed through the issuance of the Bonds are located within the jurisdiction of the County; and WHEREAS, the Deputy Director – Redevelopment of the County conducted a public hearing on November 5, 2009, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds and the nature and location of the Program; and WHEREAS, the County caused to be published, at least 14 days prior to the date of such public hearing, in a newspaper of general circulation within the County, a notice that such public hearing regarding the proposed issuance of the Bonds and the nature and location of the Program would be held; and WHEREAS, the Board is the applicable elected representative of the County; and WHEREAS, this Board hereby finds and declares that this resolution is being adopted pursuant to the powers granted by law;

by the Board of Supervisors of the County of Contra Costa, as follows: Section 1. The above recitals are true and correct. Section 2. As the applicable elected representative of the County, pursuant to Section 147(f) of the Code, this Board hereby approves the issuance by the County of the Bonds in one or more series from time to time and at no time to exceed \$50,000,000 in aggregate principal amount outstanding to provide funds for the Program. Section 3. The Board hereby authorizes the Director of the Department of Conservation and Development and the Deputy Director – Redevelopment of the County, or his or her designee, to execute applications from time to time, on behalf of the County, to the California Debt Limit Allocation Committee in connection with obtaining allocations of private activity volume cap for the Bonds approved by this resolution and the submission of the application submitted heretofore is hereby ratified and approved. Section 4. The officers and employees of the County are hereby authorized and directed, jointly and severally, to do any and all things necessary or advisable in order to effectuate the purposes of this Resolution or the issuance of the Bonds, and all actions previously taken by the officers and employees of the County are hereby ratified and approved.

Section 5. This Resolution shall take effect upon its adoption.

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

Adopted this Resolution on 11/10/2009 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2009/515

**RESOLUTION APPROVING THE ISSUANCE OF SINGLE FAMILY MORTGAGE REVENUE BONDS
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$50,000,000**

WHEREAS, the County of Contra Costa (the "County") has determined to engage in a program of financing home mortgages made to qualified persons and families who purchase homes located within the jurisdiction of the County (the "Program") pursuant to Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act"); and WHEREAS, the County expects to issue single family mortgage revenue bonds (the "Bonds") to finance the Program; and WHEREAS, this Board of Supervisors (the "Board") hereby finds and determines that it is in the best interest of the County to increase the supply of housing available to qualified first-time homebuyers in the County; and WHEREAS, the Bonds will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

Contact: Jim Kennedy, 335-7225

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

ATTESTED: November 10, 2009

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

By: , Deputy

A handwritten signature in cursive script, appearing to read "June McQueen".

cc:

WHEREAS, pursuant to Section 147(f) of the Code prior to their issuance, private activity bonds are required to be approved by the applicable elected representative of the governmental unit by whom or on whose behalf the bonds are expected to be issued and by each governmental unit having jurisdiction over the area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and WHEREAS, the Bonds are to be issued by the County and the homes the acquisition of which is to be financed through the issuance of the Bonds are located within the jurisdiction of the County; and WHEREAS, the Deputy Director – Redevelopment of the County conducted a public hearing on November 5, 2009, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds and the nature and location of the Program; and WHEREAS, the County caused to be published, at least 14 days prior to the date of such public hearing, in a newspaper of general circulation within the County, a notice that such public hearing regarding the proposed issuance of the Bonds and the nature and location of the Program would be held; and WHEREAS, the Board is the applicable elected representative of the County; and WHEREAS, this Board hereby finds and declares that this resolution is being adopted pursuant to the powers granted by law;

by the Board of Supervisors of the County of Contra Costa, as follows: Section 1. The above recitals are true and correct. Section 2. As the applicable elected representative of the County, pursuant to Section 147(f) of the Code, this Board hereby approves the issuance by the County of the Bonds in one or more series from time to time and at no time to exceed \$50,000,000 in aggregate principal amount outstanding to provide funds for the Program. Section 3. The Board hereby authorizes the Director of the Department of Conservation and Development and the Deputy Director – Redevelopment of the County, or his or her designee, to execute applications from time to time, on behalf of the County, to the California Debt Limit Allocation Committee in connection with obtaining allocations of private activity volume cap for the Bonds approved by this resolution and the submission of the application submitted heretofore is hereby ratified and approved. Section 4. The officers and employees of the County are hereby authorized and directed, jointly and severally, to do any and all things necessary or advisable in order to effectuate the purposes of this Resolution or the issuance of the Bonds, and all actions previously taken by the officers and employees of the County are hereby ratified and approved.

Section 5. This Resolution shall take effect upon its adoption.



Contra
Costa
County

To: Board of Supervisors
From: Catherine Kutsuris, Conservation & Development Director
Date: November 10, 2009

Subject: Community Development Block Grant Neighborhood Preservation Program Partial Loan Repayment

RECOMMENDATION(S):

1. APPROVE request from North American Title Company to accept \$10,000 in lieu of a full repayment of \$53,210 in Community Development Block Grant (CDBG) funds: and
2. AUTHORIZE the Deputy Director – Redevelopment, or his designee, to execute the appropriate documents to reconvey the Deed of Trust.

FISCAL IMPACT:

No General Fund impact. The CDBG funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD).
CFDA number 14.218

BACKGROUND:

In 2005, the County provided a \$53,210 no interest loan in CDBG funds through the Neighborhood Preservation Program to the owner of 1314 Chestnut Street, Martinez. At that

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
 Gayle B. Uilkema, District II Supervisor
 Mary N. Piepho, District III Supervisor
 Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Kara Douglas 33-7223

cc:

BACKGROUND: (CONT'D)

time, the appraised value of the home was \$400,000. In 2007, the County subordinated its loan to a new first mortgage loan in the amount of \$337,000. The home value was then over \$430,000. A Notice of Default was recorded June 29, 2009.

The owner of the property has a purchase offer of \$250,000, which is substantially below the total outstanding loans of approximately \$390,000. The first lender, Wachovia (now Bank of America) has agreed to a payoff of \$220,000. The seller is requesting the County agree to a payoff of \$10,000. The remaining proceeds from the sale will be used to pay property taxes, escrow fees, and Realtor commissions.

With the significant loss of home values in the County, staff expects that the County may be requested to consider additional requests for partial loan repayment. Staff will prepare a Board report and recommendation that would permit staff to handle such requests administratively subject to conformance to Board policy and direction. Staff will bring a recommendation forward in the first quarter of 2010.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not approve this request, the buyer will not be able to purchase the home and the bank will foreclose on the property. If the bank does foreclose, the County will not receive any payment.

CHILDREN'S IMPACT STATEMENT:

CLERK'S ADDENDUM

ADOPTED the recommendations; and REQUESTED a report be prepared for the Board's consideration in January 2010 with an estimate of the number of CDBG property loans that may be subject to this type of in lieu settlement, the possible financial ramifications to the CDBG fund and the County, and an overview of options to manage these actions.



Contra
Costa
County

To: Board of Supervisors
From: Catherine Kutsuris, Conservation & Development Director
Date: November 10, 2009

Subject: Contra Costa Consortium Funding Agreement for Neighborhood Stabilization Program 2 Funds

RECOMMENDATION(S):

1. APPROVE the Contra Costa Consortium Funding Agreement for Neighborhood Stabilization Program 2 (NSP2) Funds, and
2. AUTHORIZE the Conservation and Development Director, or designee, to execute the Consortium Funding Agreement

FISCAL IMPACT:

There is no impact to the County General Fund. The Consortium has applied for a grant of funds from the U.S. Department of Housing and Urban Development (HUD). If the grant is approved, all funds will be from NSP2, an American Recovery and Reinvestment Act (Recovery Act) program.

The Catalog of Federal Domestic Assistance (CFDA) number for NSP2 is 14.256

-
- | | |
|--|--|
| <input checked="" type="checkbox"/> APPROVE | <input type="checkbox"/> OTHER |
| <input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR | <input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE |
-

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- A YE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Kara Douglas 335-7223

cc: Kathleen Andrus

BACKGROUND:

On May 4, 2009 HUD issued a notice of funding availability and on June 11, 2009 a notice of funding availability correction (together, the NOFA) for a second round of NSP funding. Under the NOFA, states, local governments, non-profits, and consortia competed for up to \$1.93 billion of NSP funds to carry out neighborhood stabilization programs to combat the effects of home foreclosures. Contra Costa County and the cities of Antioch, Pittsburg, Richmond, and Walnut Creek formed the Contra Costa Consortium (Consortium) and submitted an application for \$50 million on June 15, 2009. The County is the lead member of the Consortium.

The NOFA requires that each consortium member enter into a Consortium Funding Agreement with the County by December 1, 2009. HUD has not publicly announced when NSP2 awards will be made. If the Consortium is notified prior to December 1, 2009 that it is not receiving NSP2 funds, its members will not enter into the Consortium Funding Agreement. The Consortium Funding Agreement will only go into effect if NSP2 funds are awarded to the Consortium.

Staff recommends that the Board of Supervisors authorize the Deputy Director, Redevelopment to enter into a Consortium Funding Agreement in substantially the form attached as Exhibit A. Any modifications from the attached will be reviewed with County Counsel prior to the execution of the agreement. The form of the Consortium Funding Agreement will be the same for each city member.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

ATTACHMENTS

NSP2 Consortium Funding Agreement

**CONSORTIUM FUNDING AGREEMENT
NEIGHBORHOOD STABILIZATION PROGRAM 2**

COUNTY OF CONTRA COSTA AND CITY OF _____

THIS CONSORTIUM FUNDING AGREEMENT (“Agreement”) is dated as of _____, 2009, and is between the County of Contra Costa, a political subdivision of the State of California in its capacity as Lead Member pursuant to the Consortium Agreement, as defined below (the “Lead Member”) and the City of _____, a municipal corporation (the “City”).

RECITALS

A. The American Reinvestment and Recovery Act of 2009 (“ARRA”) includes an allocation of funds for additional activities under Division B, Title III of the Housing and Economic Recovery Act of 2008 (“HERA”). The additional funds are referred to as the Neighborhood Stabilization Program 2 (“NSP2”). The purpose of NSP2 is to assist in the redevelopment and rehabilitation of abandoned and foreclosed properties. NSP2 is a component of the federal Community Development Block Grant Program under Title I of the Housing and Community Development Act of 1974, as amended (“CDBG”).

B. On May 4, 2009, the United States Department of Housing and Urban Development (“HUD”) issued a Notice of Fund Availability and on June 11, 2009, issued a correction to that Notice of Fund Availability (together, the two notices are the “NOFA”). The NOFA sought applications for grants of NSP2 funds for the purpose of carrying out neighborhood stabilization programs. The NOFA permits a consortium of nonprofit entities (which may include governmental entities, local governments, and private nonprofit organizations) to apply for NSP2 funds.

C. The County of Contra Costa (the “County”), the City, the City of _____, the City of _____, and the City of _____ are all members (“Members”) of a consortium (the “Consortium”) pursuant to a Consortium Agreement dated July 13, 2009 (the “Consortium Agreement”). In addition to being a Member, in accordance with the Consortium Agreement, the County is the Lead Member of the Consortium. The Lead Member is responsible for administering the activities of the Consortium.

D. On July 15, 2009, the Lead Member, on behalf of the Consortium, applied to HUD for a grant of \$50 million of NSP2 funds (the “Grant Application”) to conduct an NSP2 program in Contra Costa County that is in compliance with NSP2 requirements (the “NSP2 Program”).

E. Implementation of the NSP2 Program is governed by all the applicable laws and regulations governing the use of NSP2 funds, as set forth in ARRA, HERA, the NOFA,

CDBG, and the Grant Application, as defined below, (together, the “NSP2 Requirements”).

F. In conformance with the NSP2 Requirements, by December 1, 2009, the Lead Member is required to enter into a separate agreement with each Member that sets out (i) the responsibilities of the Member under the NSP2 Program, (ii) the manner in which NSP2 funds are to be allocated to the Member, (3) timetables within which the Member’s activities are to be completed, and (4) the Member’s obligation to comply with applicable NSP2 Requirements. This Agreement is intended to satisfy that NSP2 Requirement with respect to the City. Contemporaneously with the execution of this Agreement, the Lead Member is entering into substantially similar agreements with the other Members.

G. Pursuant to the Consortium Agreement, the County, as Lead Member, is obligated to form a steering committee, consisting of one representative from each Member (the “Steering Committee”). The purpose of the Steering Committee is to enable the Members to cooperatively carry out the NSP2 Program and to facilitate the commitment of Consortium Funds (as defined below) in a timely manner. The Members intend to cause the Steering Committee to meet at least once per month during the first year following the HUD Award Date (as defined below), and quarterly thereafter.

H. The Parties acknowledge that if Consortium Funds are not awarded by HUD, this Agreement will be terminated and will have no force or effect.

In consideration of the mutual promises and agreements set forth below, the parties agree as follows:

**ARTICLE 1.
DEFINITIONS AND EXHIBITS**

Section 1.1 Definitions.

The following capitalized terms have the following meanings:

- (a) “ARRA” has the meaning given in Recital A.
- (b) “Agreement” means is this Consortium funding agreement
- (c) “CDBG” has the meaning given in Recital A.
- (d) “City” means the City of _____.
- (e) “Consortium” has the meaning given in Recital C.
- (f) “Consortium Agreement” has the meaning given in Recital C.
- (g) “Consortium Funds” means NSP2 funds granted to the Consortium

by HUD.

- (h) “Core Activities” means the following NSP2 Activities: Single Family Home Purchase and Rehabilitation; Single-family and Multi-family Homes for Lower Income; and First-time Homebuyer Assistance.
- (i) “County” means the County of Contra Costa, in its capacity as a Member, unless otherwise specified.
- (j) “Developer” means a nonprofit partner or affordable housing developer that provides purchase and rehabilitation services in connection with NSP2 Activities.
- (k) “DRGR System” means the CDBG Disaster Recovery Grant Reporting System.
- (l) “Grant Agreement” means the NSP2 grant agreement that is to be entered into by the Lead Member and HUD if NSP2 funds are allocated to the Consortium.
- (m) “Grant Application” has the meaning given in Recital D.
- (n) “HERA” has the meaning given in Recital A.
- (o) “HUD” has the meaning given in Recital B.
- (p) “HUD Award Date” means the date HUD signs the Grant Agreement awarding NSP2 funds to the Consortium.
- (q) “Initial Allocation” has the meaning given in Section 2.4.
- (r) “Initial Allocation Formula” has the meaning in Section 2.4.
- (s) “Lead Member” has the meaning given in the introductory paragraph.
- (t) “Leveraged Funds” means the funds that the City has, in its budget, allocated to certain NSP2 Activities to be carried out by the City in its jurisdiction, as specified in the Grant Application.
- (u) “Low-Income Household” means a household whose income does not exceed fifty percent (50%) of the area median income, as determined by HUD.
- (v) “Members” has the meaning given in Recital C.
- (w) “Middle-Income Household” means a household whose income does not exceed one hundred twenty percent (120%) of the area median income, as determined by HUD.

(x) “Model Documents” means form documents that are prepared by the Lead Member for use by all Members in the implementation of the NSP2 Program. Such documents may include, but are not limited to, program agreements with Developers, purchase and sale agreements, promissory notes, deeds of trust, and documents necessary to implement continuing affordability requirements.

(y) “Moderate-Income Household” means a household whose income does not exceed eighty percent (80%) of the area median income, as determined by HUD.

(z) “NOFA” has the meaning given in Recital B.

(aa) “NSP2” has the meaning given in Recital A.

(bb) “NSP2 Activities” means the activities set forth in the NSP2 Budget, as further described in Section 2.1.

(cc) “NSP2 Budget” means the allocation of Consortium Funds to specific activities, as set forth in the Grant Application and as shown in Exhibit A.

(dd) “NSP2 Program” is defined in Recital D.

(ee) “NSP2 Requirements” has the meaning given in Recital E.

(ff) “Program Income” means any program income, as defined at 24 CFR 570.500(a), received by a Member that is directly generated from the use of Consortium Funds allocated to the City pursuant to this Agreement.

(gg) “Pooled Funds” has the meaning given in Section 2.5(a).

(hh) “Steering Committee” has the meaning given in Recital G.

(ii) “Target Census Tracts” means the census tracts located in each Member’s jurisdiction, as identified in the Grant Application and as shown on Exhibit C.

(jj) “Targeted Activities” means activities for which the City has set aside Leveraged Funds.

(kk) “Term” means the period beginning on the HUD Award Date and continuing until (i) all Consortium Funds and any Program Income have been used, or (ii) all funded NSP2 Activities are complete, whichever occurs first.

Section 1.2 Exhibits. The following exhibits are attached hereto and incorporated into this Agreement.

Exhibit A – NSP2 Budget

Exhibit B – County Certifications

ARTICLE 2.
ALLOCATION AND EXPENDITURE OF FUNDS

Section 2.1 Use of NSP2 Funds.

The City is authorized to use Consortium Funds solely for the purpose of carrying out the NSP2 Activities in a timely manner and in compliance with the NSP2 Requirements. The City may use Consortium Funds solely for the benefit of Low-, Moderate-, and Middle-Income Households.

Section 2.2 Adjustment to NSP2 Budget

The Consortium Budget allocates Consortium Funds based on the amount of Consortium Funds being \$50 million. If the amount of Consortium Funds is less than \$50 Million, the amounts shown for each NSP2 Activity in the NSP2 Budget will be reduced proportionately.

Section 2.3 Leveraged Funds.

The City shall use the Leveraged Funds for Targeted Activities in its jurisdiction that are consistent with the NSP2 Requirements and, to the extent applicable, the Grant Agreement. Except as otherwise required by the Grant Agreement, the City shall use best efforts to use the Leveraged Funds for Targeted Activities by the end of the Term.

Section 2.4 Allocation of NSP2 Funds.

(a) Initial Allocation.

Seventy percent (70%) of the Consortium Funds budgeted for Core Activities pursuant to the NSP2 Budget will be allocated to the Members in accordance with a formula to be reasonably determined and implemented by the Lead Member (the “Initial Allocation Formula”) (the resultant allocations, the “Initial Allocations”). The Lead Member will base the Initial Allocation Formula on the current number of foreclosures in the Target Census Tracts, using foreclosure data that is current as of the HUD Award Date. As soon as practicable after the HUD Award Date, (i) the Lead Member will determine the Initial Allocations, and (ii) the Members will enter into an operating agreement with one another that sets forth the Initial Allocations.

(b) Low Income Households. In accordance with NSP2 Requirements, at least twenty-five percent (25%) of the Consortium Funds must be used for the benefit of Low-Income Households. The City shall commit at least twenty-five percent (25%) of the Consortium Funds allocated to it to NSP2 Activities that benefit of Low-Income Households. The City may satisfy this obligation in whole or in part by

contributing a portion of its allocated funds to NSP2 Activities that (i) are carried out by another Member or Members, and (ii) benefit Low-Income Households within the jurisdiction of such other Member or Members.

Section 2.5 Pooled Funds Available to All Members.

(a) Applications. After the Initial Allocations have been made, the remaining Consortium Funds will be made available to all Members on a first-come, first-served basis. Such remaining funds are the “Pooled Funds.” The City may request an allocation of the Pooled Funds by submitting a written request to the Lead Member. The written request must provide the following information:

- (1) The amount requested. (Note: the Lead Member may not allocate more than \$1.2 million of Pooled Funds per request.)
- (2) The NSP2 Activity category.
- (3) The intended use of the funds.
- (4) The timeframe in which the funds are expected to be used. (Note: Pooled Funds targeted for use for Single-Family Purchase and Rehabilitation and for First-Time Homebuyer Assistance must be targeted for use within six months after the application for the Pooled Funds.)
- (5) The then-current amount of funds remaining unobligated from the City’s Initial Allocation and any Program Income.

(b) Availability. The City may apply for Pooled Funds for certain NSP2 Activities as follows:

- (1) Single-Family Home Purchase and Rehabilitation. If less than \$300,000 of the City’s Initial Allocation and Program Income that is budgeted for Single-Family Home Purchase and Rehabilitation is available for commitment to new projects, then the City may apply for Pooled Funds for this NSP2 Activity.
- (2) Single-Family and Multi-family Homes for Lower Income Households. If the City notifies all other Members of its application, the City may at any time apply for Pooled Funds for this NSP2 Activity. The City may also request that another Member or Members transfer a portion of their Initial Allocation that is designated for this NSP2 Activity to the City. Such a transfer may be approved by written agreement between the City, the Lead Member, and the Member or Members that agree to transfer such funds.
- (3) First-Time Homebuyer Assistance. If less than \$50,000 of the City’s Initial Allocation and Program Income that is budgeted for First-Time Homebuyer Assistance is available for commitment to new projects, the City may request Pooled Funds for this NSP2 Activity.

(4) Demolition and Land Banking: If the City notifies all other Members of its application, the City may at any time apply for Pooled Funds for this NSP2 Activity. If any of the City's funds designated for this NSP2 Activity are not obligated within two (2) years of the HUD Award Date, then such funds will be considered to be Pooled Funds designated for Single-Family Home Purchase and Rehabilitation.

(c) Approval. An application for Pooled Funds will be approved by the Lead Member if (i) the application meets the requirements of this Agreement and all NSP2 Requirements, and (ii) there are sufficient Pooled Funds remaining in the NSP2 Activity category for which the Pooled Funds are requested.

(1) Housing Counseling. Allocations of Pooled Funds to HUD-approved housing counseling agencies will be considered by the Steering Committee. Such allocations will be approved as needed to satisfy NSP2 requirements for housing counseling for homebuyers.

Section 2.6 Funds for Administrative Costs.

Five Hundred Thousand Dollars (\$500,000) of Consortium Funds is allocated to the Lead Member for administrative costs incurred as Lead Member. Consortium Funds for administrative costs incurred by Members in the course of implementing NSP2 Activities will be allocated to all Members, including the County and the City, by the Lead Member. Such allocations will be determined through the Lead Member's application of the Initial Allocation Formula. In addition, each Member, including the County and the City, may apply for Pooled Funds to cover administrative costs in connection with an application for Pooled Funds for NSP2 Activities pursuant to Section 2.5.

Section 2.7 Schedule for Obligation of NSP2 Funds.

NSP2 Requirements mandate that the Consortium commit Consortium Funds to projects within an established time frame or such funds are subject to recapture by HUD. To satisfy these NSP2 Requirements, one-half of all Consortium Funds must be committed within two years of the HUD Award Date, and all NSP2 funds must be committed within three (3) years of the HUD Award Date. To ensure that the Consortium Funds are not recaptured, the City shall use its best efforts to:

(a) Commit fifty percent (50%) of its total Initial Allocation within twenty-one (21) months of the HUD Award Date.

(b) Commit seventy-five percent (75%) of its total Initial Allocation within two (2) years of the HUD Award Date.

(c) Commit one hundred percent (100%) of its total Initial Allocation within thirty (30) months of the HUD Award Date.

(d) In the event the City fails to commit its Initial Allocation as required by this Section 2.7, then the funds that reflect the amount by which the City fell short of the desired commitment levels will be reallocated as Pooled Funds in the relevant NSP2 Activity category. (For example, if after two years, the City has committed only 55% of its Initial Allocation for a particular category of activity, rather than 75%, then 20% of the City's Initial Allocation for that particular category of activity will be reallocated as Pooled Funds in the same category of activity.)

Section 2.8 Program Income.

If any Program Income is generated by the expenditure of Consortium Funds received by the City, (i) the City shall cause such funds to be used for eligible NSP2 Activities, (ii) the City shall keep appropriate records of such Program Income, and (iii) the City shall report such Program Income to the Lead Member as part of the reports required by Section 3.5. In accordance with NSP2 Requirements, substantially all Program Income must be disbursed for eligible NSP2 Activities before the City may expend additional NSP2 funds.

ARTICLE 3.
PERFORMANCE OF NSP2 ACTIVITIES

Section 3.1 Performance of NSP2 Activities.

The City and the Lead Member shall perform and cooperatively carry out all NSP2 Activities described in the Grant Application in a timely manner and in compliance with the NSP2 Requirements. The City shall carry out the NSP2 Activities described in the Grant Application within its jurisdiction.

Section 3.2 Lead Member Administrative Responsibilities.

The Lead Member has the duties set forth in the Consortium Agreement. In addition, the Lead Member is responsible for (i) entering into the Grant Agreement, (ii) using best efforts to ensure that the NSP2 Program is effected in compliance with all NSP2 requirements, (iii) providing support and guidance to all Members in carrying out NSP2 Activities, and (iv) submitting documents to HUD as required for participation in the NSP2 Program, including but not limited to all DRGR System reporting.

Section 3.3 Selection of Developers.

The City shall participate in a cooperative effort with other Members to prepare and distribute a Local Notice of Funding Availability to request proposals from potential Developers. Once Developers have been selected, the City will separately contract with one or more such Developers to implement NSP2 Activities in the City's jurisdiction.

Section 3.4 Model NSP2 Documents.

(a) The Lead Member shall use best efforts to prepare Model Documents that satisfy NSP2 Requirements.

(b) When carrying out NSP2 Activities, the City shall either utilize (i) the Model Documents or (ii) documents that are prepared by the City and approved by the Lead Member for conformity with NSP2 Requirements.

Section 3.4 Disbursement of NSP2 Funds to City.

To draw down Consortium Funds that have been allocated to it, the City shall submit draw requests to the Lead Member in the form required by the Lead Member pursuant to NSP2 Requirements. If additional information is needed from the City, the Lead Member will request such information from the City. Once the Lead Member has sufficient information, it will submit a formal request to HUD through the DRGR system for a draw of Consortium Funds to satisfy the City's draw request. The Lead Member will provide such Consortium Funds to the City as soon as practicable following their receipt from HUD. The Lead Member will not provide reimbursement for any costs or expenditures that are not allowed by NSP2 Requirements.

Section 3.5 Reporting.

(a) Reports by City. The City shall submit information and reports to the Lead Member in the form and with the frequency established by the Lead Member, but in no event later than thirty (30) days prior to the date the Lead Member is required to submit reports to HUD to satisfy NSP2 Requirements. The City shall provide the Lead Member with complete and accurate information concerning the City's NSP2 Activities as requested by the Lead Member for the purpose of implementing and monitoring the NSP2 Program in accordance with the NSP2 Requirements. The City shall also maintain and make available for inspection by the Lead Member or Federal officials during regular office hours, all records concerning the City's activities carried out under the NSP2 Program.

(b) Reports by Lead Member.

(1) Beginning with the completion of the first calendar quarter following the HUD Award Date, and continuing through the last calendar quarter during the Term, the Lead Member will submit a quarterly performance report to HUD through the DRGR System no later than ten (10) days following the end of each such quarter.

(2) Beginning after the end of the twenty-first (21st) month following the HUD Award Date, the Lead Member will submit monthly financial reports to HUD through the DRGR System within ten (10) days following the end of each month.

(3) The Lead Member will submit any and all additional reports to HUD as required by HUD and the NSP2 Requirements.

ARTICLE 4.
COMPLIANCE WITH NSP2 REQUIREMENTS

Section 4.1 Compliance with NSP2 Requirements.

The Lead Member and the City shall take all actions necessary to assure compliance with the Lead Member certifications identified on Exhibit B, as required by the NSP2 Requirements. The City shall cause all NSP2 Activities carried out within its jurisdiction to comply with all NSP2 Requirements, including any regulations, guidelines, bulletins and circulars that are issued in connection with the NSP2 Requirements.

Section 4.2 Internal Audits.

The Lead Member shall conduct internal audits (or cause such audits to be conducted) of the NSP2 Activities. The City shall cooperate in the audit process.

Section 4.3 Environmental Review.

The City shall perform any environmental review of all NSP2 Activities located within its jurisdiction that is required by the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR part 58, or the California Environmental Protection Act.

Section 4.4 Equal Opportunity and Fair Housing.

The City and the Lead Member shall comply with the equal opportunity and fair housing requirements of 24 CFR Part 92.350.

Section 4.5 Indemnification.

(a) The City shall defend, indemnify and hold harmless the Lead Member, its governing body, elective and appointed board, and commissioners, officers, employees, representatives and agents (“Indemnitees”), from and against any and all loss, damage, liability, expense, claims or demands of whatever character, direct or consequential, directly or indirectly caused, contributed to by, or otherwise related to Lead Member’s responsibilities under or actions relating to this Agreement, the Consortium, and the NSP Program. The Lead Member’s right to be defended, indemnified, saved, protected and held harmless hereunder shall be unaffected by the concurrent, active or passive negligence or wrongful conduct of the Lead Member or any other person. The City’s obligations under this section shall exist regardless of whether any Indemnitee has prepared, supplied or approved any plan(s) or specification(s) in connection with the NSP2 Program that is the subject of this Agreement or has insurance or other indemnification covering any of these matters.

(b) Under no circumstance shall the Lead Member have any liability to the City or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or relating to the Lead Member's performance under this Agreement.

(c) The City shall defend, indemnify, and hold harmless all other Members for the City's negligent acts or omissions arising from or related to its activities under this Agreement.

(d) This indemnification provision shall survive the termination or expiration of this Agreement.

**ARTICLE 5.
MISCELLANEOUS PROVISIONS**

Section 5.1 Disputes.

Any disagreement between the Lead Member and the City regarding the meaning, requirements or performance of this Agreement are subject to final determination in writing by the Lead Member. In resolving any such disagreement, the Lead Member is required to apply the NSP2 Requirements.

Section 5.2 Notices.

(a) City designates _____ or his/her designee as the City representative to whom all notices and communications from the Lead Member are to be directed. It is the responsibility of such designated representative to notify the appropriate individuals and departments within the City when a notice or communication is sent by the Lead Member.

(b) All notices permitted or required by this Agreement are to be sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as set forth below. Notices will be effective three (3) business days after depositing in the United States Postal system, upon confirmed facsimile transmission or on the next business day if sent by overnight courier in accordance with this Section.

County:

Contra Costa County
Department of Conservation and Development
2530 Arnold Drive, Suite 190
Martinez, CA 94553
Facsimile (925) _____
Attn: Affordable Housing Program Manager

City:

[City]
[Address]
[City, State, Zip]
Facsimile: () _____
Attn: [Name]

Either party may subsequently designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substitute address.

Section 5.3 Applicable Law.

The laws of the State of California govern all terms and conditions of this Agreement, with venue shall in Contra Costa County.

Section 5.4 Headings.

The headings in this Agreement are solely for the convenience of the parties and do not form a material part of this Agreement. Headings are not to be considered in the construction of this Agreement.

Section 5.5 Third-Party Beneficiaries.

Except as provided in the next sentence, and notwithstanding the parties' recognition that services provided pursuant to this Agreement may benefit members of the public, there are no third-party beneficiaries to this Agreement. Notwithstanding the preceding sentence, the parties intend all other Members to be third-party beneficiaries of this Agreement.

Section 5.6 Amendments.

(a) No amendment or modification to this Agreement is valid unless made in writing and approved and signed by the parties.

(b) Notwithstanding subsection (a) above, should it become necessary to change the language of this Agreement to obtain HUD approval, without making major changes and without altering the intent of this Agreement, such changes may be made administratively with the written consent of both the City Manager of the City, on behalf of the City, and the Deputy Director of the Contra Costa County Redevelopment Agency, on behalf of the Lead Member.

IN WITNESS WHEREOF, the parties are executing this Agreement the day and year written below.

CITY OF _____

CONTRA COSTA COUNTY

BY: _____
Mayor

BY: _____
Chair, Board of Supervisors

DATE: _____

DATE: _____

I hereby certify that the Mayor was duly authorized to execute this document on behalf of the City of _____ by a majority vote of the City Council on _____.

I hereby certify that the Chair of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Contra Costa by a majority vote of the Board of Supervisors on _____.

ATTEST: _____
City Clerk

ATTEST: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

SILVANO B. MARCHESI, COUNTY COUNSEL

City Attorney

Deputy County Counsel

EXHIBIT A

NSP2 Budget

		Percent	Dollars
1	Single Family Home Purchase and Rehabilitation	54.5	27,250,000
2	Single-family and Multi-family Homes for Lower Income (50% AMI)	26	13,000,000
3	First-time Homebuyer Assistance	12	6,000,000
4	Pre-Purchase Counseling	0.5	250,000
5	Demolition & Land Banking	1.5	750,000
6	Administrative Costs	5.5	2,750,000
	TOTAL	100	50,000,000

EXHIBIT B

Neighborhood Stabilization Program 2 State and Unit of Local Government Certifications

Each NSP **state or unit of local government** applicant will submit to the following certifications.

Affirmatively Furthering Fair Housing. The applicant certifies that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

Anti-displacement and relocation plan. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan.

Anti-lobbying. The applicant must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

Authority of applicant. The applicant certifies that it possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

Acquisition and relocation. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the notice for the NSP2 program published by HUD.

Section 3. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

Citizen participation. The applicant certifies that it is carrying out citizen participation in accordance with NSP2 requirements.

Use of funds. The jurisdiction certifies that it will comply with Title II of Division B of the Housing and Economic Recovery Act of 2008, as modified by the American Reinvestment and Recovery Act by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years, of receipt of the grant.

The applicant certifies:

- a. that all of the NSP2 funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income; and
- b. The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

Excessive force. The applicant, if an applicable governmental entity, certifies that it has adopted and is enforcing:

A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

A policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

Compliance with anti-discrimination laws. The applicant certifies that the NSP grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

Compliance with lead-based paint procedures. The applicant certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

Compliance with laws. The applicant certifies that it will comply with applicable laws.

EXHIBIT C

Area	Census Tract	Foreclosure Score	Vacancy Score	% low/mod	Number of Vacancies
Oakley	3020.03	20	10	51.2	23
CCCCounty & Antioch (Old Antioch)	3050.00	19	18	84.2	132
CCCCounty & Antioch (Fulton Shipyard)	3060.01	20	15	67.5	91
CCCCounty, Antioch & Oakley	3060.02	18	13	100.0	23
Antioch (Antioch High)	3071.02	20	16	69.01	67
Antioch (Somerville Road)	3072.02	20	18	71.7	102
CCCCounty & Antioch (James Dolan)	3072.05	20	15	68.9	68
CCCCounty, Antioch & Pittsburg (Marina District)	3090.00	18	17	91.5	59
Pittsburg (Old Town / Central Addition)	3100.00	20	18	81.8	121
Pittsburg (Parkside Manor / High School Village)	3110.00	20	16	73.9	61
Pittsburg (Carpino / Chester Manor)	3120.00	19	17	65.5	33
Pittsburg	3131.01	20	12	68.2	42
Pittsburg	3131.02	19	11	50.7	13
CCCCounty, Antioch & Pittsburg	3131.03	20	13	72.2	50
CCCCounty (Bay Point) & Pittsburg (Los Medanos Village)	3132.01	20	13	72.0	37
CCCCounty (Bay Point), Concord & Pittsburg (Heights / West Blvd.)	3132.02	20	14	60.1	57
CCCCounty (Bay Point) & Pittsburg	3141.02	20	16	66.0	55
CCCCounty (Bay Point) & Pittsburg	3141.03	19	16	82.7	62
CCCCounty (Bay Point) & Pittsburg	3141.04	20	16	70.9	95
CCCCounty (Bay Point)	3142.00	20	17	63.7	76
CCCCounty (Mountain View) & Martinez	3190.00	19	10	100.0	25
Walnut Creek (Heather Farms & Waldon areas)	3382.02	20	10	55.8	43
Walnut Creek (Broadway)	3390.00	18	10	38.6	43
CCCCounty (Bay Point) & Concord	3552.00	19	12	52.9	35
CCCCounty (Crockett & Rodeo) & Hercules	3580.00	19	17	91.8	105
CCCCounty (Rodeo), Hercules, Pinole & Richmond	3591.01	20	12	100.0	69
CCCCounty (Bayview, Montalvin, Tara Hills) & Pinole	3591.02	18	16	62.5	67
CCCCounty (El Sobrante), Pinole & Richmond	3601.00	20	10	100.0	24
CCCCounty (Bayview-Montalvin) & Pinole	3640.01	19	5	60.9	49
CCCCounty (Tara Hills) & Pinole	3640.02	18	12	100.0	24
CCCCounty & Richmond (North Richmond) (Shields-Reid)	3650.02	19	20	99.4	225
CCCCounty & San Pablo	3660.01	19	15	66.0	42
CCCCounty & San Pablo	3660.02	19	16	80.4	62
CCCCounty (Rollingwood), Richmond & San Pablo	3672.00	19	15	82.5	45
Richmond & San Pablo	3680.00	20	18	74.0	120
San Pablo	3690.01	19	13	75.7	55
Richmond & San Pablo (Belding)	3730.00	18	16	98.7	41
Richmond (Woods)	3750.00	18	19	92.7	131
Richmond (Iron Triangle North)	3760.00	20	20	85.7	297
Richmond (Iron Triangle South)	3770.00	19	19	88.4	179
Richmond (Santa Fe / Coronado)	3790.00	20	19	84.9	174



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: New and Recredentialing Providers and New Organizational Providers in Contra Costa Health Plan's Community Provider Network

RECOMMENDATION(S):

Approve the list of providers recommended by the Contra Costa Health Plan's Peer Review and Credentialing Committee at its October 20, 2009 meeting, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

None.

BACKGROUND:

The National Committee on Quality Assurance (NCQA) has requested evidence of Board. Approval for each CCHP provider be contained within the provider's credentials file.

The recommendations were made by CCHP's Peer Review and Credentialing Committee.

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: Patricia Tanquary,
313-6004

ATTACHMENTS

Contra Costa Health Plan
Providers Approved by Peer Review and Credentialing Committee
October 20, 2009

CREDENTIALING PROVIDERS OCTOBER 2009	
Name	Specialty
Binning, Mandip, N.P.	Family Planning
Chang, Richard, M.D.	Cardiovascular Disease
Del Rio, Gerald, M.D.	Pulmonary Medicine
Dharan, Murali, M.D.	Surgery – Thoracic Cardiovascular
Elyasi, Siamak, M.D.	Primary Care Family Medicine
Khan, Tanveer, M.D.	Surgery – Thoracic Cardiovascular
Lew, Stefania, N.P.	Nephrology
Prieto, Alejandro, M.D.	Cardiovascular Disease
Tangco, Angelita, M.D.	Neurology
Wilbur, Mark, DC	Chiropractic
Zhang, Wengang, M.D.	Primary Care Internal Medicine

RE-CREDENTIALING PROVIDERS OCTOBER 2009	
Name	Specialty
Bean, Gary, M.D.	Primary Care Pediatrician
Couch, Randy, PT	Physical Therapy
Friedman, Yaron, M.D.	OB/GYN
Garcia, Jaime, M.D.	Primary Care Pediatrician
Gwynn, Robert, M.D.	Cardiovascular Disease
Hart, Norman, PT	Physical Therapy
Kavanaugh, Patrick, M.D.	Cardiovascular Disease
McCarten-Gibbs, Kevan, M.D.	Pediatric Urgent Care
Min, Howard, M.D.	Cardiovascular Disease
Nguyen, Bach Kim, OD	Optometry
Nuti, Elizabeth, M.D.	Pediatric Urgent Care
Otero, Fernando, M.D.	Bariatric/Vascular Surgery
Salceda, Irene, PA	Primary Care Family Medicine
Schneider, Martin, PT	Physical Therapy
Sherman, Michael, M.D.	Oncology
Tamulevich, Peter, M.D.	Psychiatry
Towery, Owen, M.D.	Psychiatry
Tsai, Ho Chie, M.D.	Pediatric Urgent Care
Tu, Jiang, L.Ac.	Acupuncture
Wu, Monte, M.D.	Nephrology

**CREDENTIALING ORGANIZATIONAL PROVIDERS
OCTOBER 2009**

Provider Name	Provide the Following Services	DBA & Location
Addus Healthcare, Inc.	Home Health	Addus Healthcare, Inc.
RenaLab, Inc.	Clinical Laboratory affiliated with Dialysis Centers	RenaLab, Inc., Richland, Mississippi
RAI Care Centers of Northern California II, LLC	Outpatient Dialysis Center	RAI-Bancroft Ave.- Oakland, Oakland
RAI Care Centers of Northern California II, LLC	Outpatient Dialysis Center	RAI-Telegraph-Peidmont, Oakland
RAI Care Centers of Northern California II, LLC	Outpatient Dialysis Center	RAI-Telegraph-Peralta, Oakland
RAI Care Centers of Northern California II, LLC	Outpatient Dialysis Center	RAI-East 14 th Street-San Leandro, San Leandro
RAI Care Centers of Northern California II, LLC	Outpatient Dialysis Center	RAI-Cesar Chavez-San Francisco, San Francisco
RAI Care Centers of Northern California II, LLC	Outpatient Dialysis Center	RAI-Haight-San Francisco, San Francisco
RAI Care Centers of Northern California II, LLC	Outpatient Dialysis Center	RAI-Ocean Avenue-San Francisco, San Francisco
RAI Care Centers of Oakland I, LLC	Outpatient Dialysis Center (Home Dialysis)	RAI-Oakland Home I, Oakland
RAI Care Centers of Oakland II, LLC	Outpatient Dialysis Center	RAI-East Bay-Oakland, Oakland



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: November 10, 2009

Subject: Use of Rodeo Hills Elementary School for Immunization Program Flu Injection Clinic

RECOMMENDATION(S):

Approve and authorize the Health Services Director or his designee (Wendel Brunner, M.D.) to sign an Application and Use Permit with John Swett Unified School District for use by the Health Services Department's Public Health Division Immunization Program for flu vaccine clinics at Rodeo Hill Elementary on November 16, 2009 including agreeing to hold harmless the district for claims arising out of use of the facility.

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa County Health Services Department's Public Health Division Immunization Program will administer flu vaccines at elementary schools in Contra Costa County where 50% or more of the children are eligible for free/reduced lunch. Approval of this Application and Use Permit will allow the County to provide flu vaccines at Rodeo Hills Elementary on November 16, 2009.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

A YE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

Contact: Wendel Brunner, M.D.,
313-6712

By: Katherine Sinclair, Deputy

cc: Tasha Scott, Barbara Borbon, Connie Ward



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2009

Subject: WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS

RECOMMENDATION(S):

ADOPT Resolution No. 2009/531 authorizing on behalf of the West Contra Costa Unified School District, the sale and issuance of General Obligation Bonds, Election of 2005, Series D, in an aggregate principal amount not to exceed \$30,000,000.

FISCAL IMPACT:

There is no fiscal impact to the County.

BACKGROUND:

Under state law, the Contra Costa County Board of Supervisors is required to authorize the sale and issuance of General Obligation bonds for school districts within the County. No financial obligation is assumed with these authorizations.

The School District is issuing these bonds on authority granted by voter approval on November 8, 2005.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Contra Costa County Board of Supervisors authorization, the School District would not be able to issue the bonds, thereby delaying or preventing the implementation of projects approved by voters.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

Contact: Lisa Driscoll, County Finance
Director 335-1023

By: EMY L. SHARP, Deputy

ATTACHMENTS

WCCUSD Body of Resolution No. 2009-531

WCCUSD Paying Agent and Transfer Agent
Agreement

WCCUSD Purchase Contract

WCCUSD District Resolution

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, CALIFORNIA, AS FOLLOWS:

SECTION 1. Purpose of Bonds. The proceeds from the Bonds will be used to finance specific construction and modernization projects listed in the ballot for the Authorization The County Board hereby authorizes the issuance of the Bonds in the name of the District.

SECTION 2. Terms and Conditions of Sale. The Treasurer, as defined below, is hereby authorized to negotiate the sale of the Bonds in consultation with the District's Superintendent (the "Superintendent"), the Associate Superintendent for Business Services of the District (the "Associate Superintendent") or the Executive Director of Business Services of the District (the "Executive Director"). The Bonds shall be issued and sold pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, Section 15140 and Section 15146 of the California Education Code and pursuant to the terms and conditions set forth in the form of Purchase Contract, as described below.

SECTION 3. Approval of Purchase Contract. The form of a Purchase Contract (the "Purchase Contract") by and among the County, the District and the Underwriter, for the purchase and sale of the Bonds, substantially in the form presented at this meeting, is hereby approved and the Treasurer and Tax Collector of the County or any authorized designee thereof (the "Treasurer") is hereby authorized to execute and deliver the Purchase Contract, and either the Superintendent, the Associate Superintendent, the Executive Director or a designated deputy thereof is hereby requested to acknowledge the execution of such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Treasurer may approve, such approval to be conclusively evidenced by his execution and delivery thereof; provided, however, that the maximum interest rate on the Bonds shall not exceed that authorized at the Election and the underwriting discount thereon, excluding original issue discount and reimbursable expenses and costs of issuance paid by the Underwriter, shall not exceed 1.0% of the aggregate principal amount of Bonds issued. The Treasurer is further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the County Board up to \$30,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 4. Approval of Paying Agent and Transfer Agent Agreement. The form of a Paying Agent and Transfer Agent Agreement for the QSC Bonds (the "QSC Bond Paying Agent Agreement") by and among the County, the District and the Paying Agent, substantially in the form presented at this meeting, is hereby approved and the Treasurer and Tax Collector of the County or any authorized designee thereof (the "Treasurer") is hereby authorized to execute and deliver the QSC Bond Paying Agent Agreement, and either the Superintendent, the Associate Superintendent, Executive Director or the designated deputy thereof is hereby requested to acknowledge the execution of such QSC Bond Paying Agent Agreement, with such changes therein, deletions therefrom and modifications thereto as the Treasurer may approve, such approval to be conclusively evidenced by his execution and delivery thereof.

SECTION 5 Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) **"Accreted Interest"** means, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds, the Accreted Value thereof minus the Principal Amount thereof as of the date of calculation.

(b) **“Accreted Value”** means, as of the date of calculation, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date, the Principal Amount thereof plus Accreted Interest thereon to such date of calculation, compounded semiannually on each August 1 and February 1, commencing on February 1, 2010 (unless otherwise provided in the Purchase Contract) at the stated Accretion Rate thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of 12 30-day months.

(c) **“Accretion Rate”** means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Principal Amount of a Capital Appreciation Bond or a Convertible Capital Appreciation Bond, and compounded semiannually on each February 1 and August 1 (commencing on February 1, 2010), produces the Maturity Value on the maturity date (with respect to Capital Appreciation Bonds) and the Conversion Value on the Conversion Date (with respect to Convertible Capital Appreciation Bonds).

(d) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal, Conversion Value and Maturity Value of and interest on the Bonds.

(e) **“Bond Payment Date”** means (unless otherwise provided by the Purchase Contract), with respect to the Current Interest Bonds, February 1 and August 1 of each year commencing February 1, 2010 with respect to interest payments thereon and August 1 of each year commencing August 1, 2010 with respect to principal payments thereof, and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

(f) **“Capital Appreciation Bonds”** means the Bonds the interest component of which is compounded semiannually on each February 1 and August 1 (commencing on February 1, 2010) to maturity as shown in the table of Accreted Value for such Bonds in the Official Statement.

(g) **“Chairman of the Board of Supervisors”** shall mean the Chair, Chairperson, or Chairman of the Board of Supervisors of the County of Contra Costa.

(h) **“Continuing Disclosure Certificate”** means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(i) **“Conversion Date”** means, with respect to Convertible Capital Appreciation Bonds, the date stated in the Purchase Contract as the date on which such Bonds, originally issued as Capital Appreciation Bonds, convert to Current Interest Bonds.

(j) **“Conversion Value”** means, with respect to Convertible Capital Appreciation Bonds, the Accreted Value as of the Conversion Date.

(k) **“Convertible Capital Appreciation Bonds”** means the Bonds which are originally issued as Capital Appreciation Bonds, but which convert to Current Interest Bonds on the Conversion Date.

(l) **“Current Interest Bonds”** means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(n) **“Depository”** means the securities depository acting as Depository pursuant to Section 6(c) hereof.

(m) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Bonds.

(n) **“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(o) **“Information Services”** means Financial Information, Inc.’s Financial Daily Called Bond Service; Mergent, Inc. Called Bond Department; or Standard & Poor’s J. J. Kenny Information Services Called Bond Service.

(p) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(q) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(r) **“Non-AMT Bonds”** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code.

(s) **“Owner”** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 8 hereof.

(t) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(u) **“Paying Agent”** means the Treasurer and Tax Collector of the County of Contra Costa and his designated agent or his successor or assignee, acting in the capacity of paying agent, bond registrar, authenticating agent and transfer agent. As provided in Section 8 herein, Treasurer is authorized to contract with any third party to perform the services of Paying Agent under this Resolution.

(v) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category by each rating agency then rating the Bonds, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the county investment pool maintained by the Treasurer, and (vi) State and Local Government Series Securities.

(w) **“Principal” or “Principal Amount”** means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond and Convertible Capital Appreciation Bonds, the initial principal amount thereof.

(x) **“Qualified Non-AMT Mutual Fund”** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(y) **“Qualified Permitted Investments”** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(z) **“QSC Bonds”** means those Bonds issued as qualified school construction tax credit bonds pursuant to ARRA.

(aa) **“Rating Agencies”** means Standard & Poor’s Rating Services and Moody’s Investor’s Services.

(bb) **“Record Date”** means, with respect to Current Interest Bonds, the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(cc) **“Securities Depositories”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(dd) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(ee) **“Tax-Exempt Bonds”** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(ff) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(gg) **“Transfer Amount”** means, (i) with respect to any Outstanding Current Interest Bond, the Principal Amount, (ii) with respect to any Outstanding Capital Appreciation Bond, the Maturity Value, and (iii) with respect to any Outstanding Convertible Capital Appreciation Bonds, the Conversion Value.

SECTION 6. Terms of the Bonds. (a) Denomination, Interest, Dated Dates. The Bonds shall be issued as Bonds registered as to both principal and interest, in the following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof, (ii) with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof, and (iii) with respect to Convertible Capital Appreciation Bonds, \$5,000 Conversion Value or any integral multiple thereof. The Bonds shall bear or accrete interest at a rate or rates such that the interest rate shall not exceed that authorized at the Election.

Each Current Interest Bond shall be dated their date of delivery (the “Dated Date”), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2010, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12 30-day months.

The Capital Appreciation Bonds shall mature in the years, shall be issued in aggregate Principal Amounts, shall have Accretion Rates and shall have denominational amounts per each \$5,000 in Maturity Value as shown in the Accreted Value Table attached to the Purchase Contract. The Convertible Capital Appreciation Bonds shall mature in the years, shall be issued in the aggregate Principal Amounts, shall have Accretion Rates and shall have denominational amounts per each \$5,000 in Conversion Value as shown in such Accreted Value Table; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value caused to be calculated by the District and approved by the Bond Insurer, if any, by application of the definition of Accreted Value set forth in Section 6 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond or Convertible Capital Appreciation Bond, as applicable.

The Convertible Capital Appreciation Bonds shall convert to Current Interest Bonds on the Conversion Date. During the period while the Convertible Capital Appreciation Bonds are in the form of Capital Appreciation Bonds, they will not bear interest but will accrete value through the Conversion Date. From and after the Conversion Date, the Convertible Capital Appreciation Bonds will bear interest as Current Interest Bonds, and such interest will accrue based upon the Conversion Value of such Bonds at the Conversion Date. No payment will be made to the Owners of Convertible Capital Appreciation Bonds on the Conversion Date.

To the extent that the Bonds are issued as QSC Bonds, such Bonds shall have, in addition to any applicable terms and provisions herein, such additional terms and provisions as may be set forth in the Purchase Contract or QSC Bonds Paying Agent Agreement.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or QSC Bonds Paying Agent Agreement.

(ii) Mandatory Redemption. Any Bonds sold as Term Bonds shall be subject to mandatory redemption as provided in the Purchase Contract or QSC Bonds Paying Agent Agreement.

(iii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent identified below, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that (A) the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof, (B) the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof, (C) and the portion of any Convertible Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Conversion Value thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to this Resolution, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed, the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the bond register.

(b) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid,

(ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories.

(c) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(v) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b)(i) and (ii) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the County and the District. All or any portion of a Bond purchased by the County or the District shall be cancelled by the Paying Agent.

(vii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Capital Appreciation Bond). The ownership of each such Bond shall be registered in the bond register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an owner as shown in the bond register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Principal, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the bond register as the absolute owner of such book-entry Bond for the purpose of payment of Accreted Value or Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Accreted Value or Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective owner, as shown in the bond register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Accreted Value or Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the bond register, shall receive a certificate evidencing the obligation to make payments of Accreted Value or Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the owners, as shown on the bond register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such bond register in the name of the Nominee, but shall be registered in whatever name or names the owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Bonds are held in book-entry and registered in the name of the Nominee, all payments with respect to Accreted Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in this Resolution as may be modified by the Purchase Contract. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository designated by the District, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which

the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Maturity Value, Conversion Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Maturity Value, Conversion Value or Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the owners of the Bonds.

SECTION 7. Execution of Bonds. The Bonds shall be executed by the Chairman of the Board of Supervisors of the County and the Treasurer by their manual or facsimile signatures and countersigned by the manual or facsimile signature of and the seal of the County affixed thereto by the Executive Officer-Clerk of the Board of Supervisors, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. This County Board does hereby appoint The Bank of New York Mellon Trust Company, N.A. to act as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Bonds.

So long as any of the Bonds remain outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the bond register shall be regarded as the

absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal or Accreted Value of and premium, if any, and interest on any Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the bond register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the County, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent, the County and the District satisfactory to the Paying Agent shall be given by the owner, the County, at the expense of the Bond owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the County and the Paying Agent.

If manual signatures on behalf of the County are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of exchanged or transferred Bonds, the County shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District and the County may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District and the County may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. As requested by the County, written reports of the

surrender and cancellation of Bonds shall be made to the District and the County by the Paying Agent. The cancelled Bonds shall be retained for two years, then destroyed by the Paying Agent.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th day of the month next preceding any Bond Payment Date or the 15th day preceding any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount, Conversion Value or Maturity Value of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and redemption premiums, if any, payable on the Current Interest Bonds and the Accreted Value and redemption premiums, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The interest, Accreted Value, Principal and premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.

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(Form of Current Interest Bond)

REGISTERED
NO.

REGISTERED
\$

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
(CONTRA COSTA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
___% per annum August 1, 20___ _____, 2009 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

The West Contra Costa Unified School District (the "District") in Contra Costa County, California (the "County"), for value received, promises to pay to the Registered Owner (as defined below) named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2010. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2010, in which event it shall bear interest from its Dated Date. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of \$_____ of bonds approved for the purpose of raising money for the purposes authorized by the voters of the District at the Election, as defined below; and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, in particular Chapter 1.5 of Part 10 of Division 1 of Title 1 (commencing with Section 15264 *et seq.*) of the California Education Code, the requisite 55% vote of the voters of the District cast at an election held on November 8, 2005 (the "Election"), upon the question of issuing bonds in the amount of

\$400,000,000, the resolution of the Board of Education of the District adopted on November 4, 2009 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on _____, 2009 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, of which this bond is a part (each, a "Current Interest Bond"), (ii) Capital Appreciation Bonds of which \$_____ represents the principal amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$_____ represents the principal amount and \$_____ represents the Conversion Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th day of the month next preceding either any Bond Payment Date or the 15th day preceding any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__, at a redemption price equal to 100% of the principal amount of the Current Interest Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

The Current Interest Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

Redemption Date (August 1)	<u>Principal Amount</u>
(1)	\$
TOTAL	\$
<hr/>	
⁽¹⁾ Maturity.	

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of Five Thousand Dollars (\$5,000) or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. the registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

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IN WITNESS WHEREOF, the County of Contra Costa, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chairperson of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the County Board all as of the date stated above.

COUNTY OF CONTRA COSTA, CALIFORNIA

By: _____
Chairperson of the Board of Supervisors

By: _____
Treasurer and Tax Collector

COUNTERSIGNED:

Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2009.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

(Form of Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
(CONTRA COSTA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D

ACCRETION RATE: MATURITY DATE: DATED AS OF: CUSIP
_____ August 1, 20__ Date of Delivery _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

MATURITY VALUE: _____

The West Contra Costa Unified School District (the "District") in Contra Costa County, California (the "County"), for value received, promises to pay to the Registered Owner (as defined below) named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the initial principal amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing on February 1, 2010, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Principal Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

This bond is one of an authorization of \$_____ of bonds approved for the purpose of raising money for the purposes authorized by voters of the District at the Election, as defined below; and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, in particular Chapter 1.5 of Part 10 of Division 1 of Title 1 (commencing with Section 15264 *et seq.*) of the California Education Code, the requisite 55% vote of the voters of the District cast at an election held on November 8, 2005 (the "Election"), upon the question of issuing bonds in the amount of \$400,000,000, the resolution of the Board of Education of the District adopted on November 4, 2009 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on _____, 2009 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District and do not constitute an

obligation of the County except as provided in the Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds, of which this Bond is a part, and of which \$_____ represents the principal amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$_____ represents the principal amount and \$_____ represents the Conversion Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th day of the month next preceding any Bond Payment Date or the 15th day preceding any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

[The Capital Appreciation Bonds are not subject to redemption prior to maturity.]

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this Series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the County of Contra Costa, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chairperson of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the County Board all as of the date stated above.

COUNTY OF CONTRA COSTA, CALIFORNIA

By: _____
Chairperson of the Board of Supervisors

By: _____
Treasurer and Tax Collector

COUNTERSIGNED:

Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2009.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

(Form of Convertible Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
(CONTRA COSTA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D

ACCRETION RATE TO <u>CONVERSION DATE</u>	CONVERSION DATE	INTEREST RATE AFTER THE <u>CONVERSION DATE</u>	MATURITY DATE:	<u>DATED AS OF:</u>	<u>CUSIP</u>
_____	_____, 20__	_____	_____, 20__	_____, 2009	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

CONVERSION VALUE :

The West Contra Costa Unified School District (the "District") in Contra Costa County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Conversion Value on the Maturity Date, each as stated above, such Conversion Value comprising the principal amount and interest accreted thereon to the Conversion Date. Prior to the Conversion Date, this bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing on February 1, 2010, at the Accretion Rate specified above to the Conversion Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the principal amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12 30-day months. After the Conversion Date, the District promises to pay to the Registered Owner named above, interest on the Conversion Value from the Conversion Date until the Conversion Value is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing _____, 20__. This bond will bear such interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to the Bond Payment date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before _____ 15, 20__, in which event it will bear interest from the Conversion Date. Conversion Value and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

This bond is one of an authorization of \$_____ of bonds approved for the purpose of raising money for the purposes authorized by voters of the District at the Election, as defined below; and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, in particular Chapter 1.5 of

Part 10 of Division 1 of Title 1 (commencing with Section 15264 *et seq.*) of the California Education Code, the requisite 55% vote of the voters of the District cast at an election held on November 8, 2005 (the "Election"), upon the question of issuing bonds in the amount of \$400,000,000, the resolution of the Board of Education of the District adopted on November 4, 2009 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on _____, 2009 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds of which \$_____ represents the principal amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which this bond is a part, and of which \$_____ represents the principal amount and \$_____ represents the Conversion Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th day of the month next preceding any Bond Payment Date or the 15th day preceding any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

[The Convertible Capital Appreciation Bonds are not subject to redemption prior to maturity.]

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this Series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; and that due provision has been made for levying

and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the County of Contra Costa, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chairperson of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the County Board all as of the date stated above.

COUNTY OF CONTRA COSTA, CALIFORNIA

By: _____
Chairperson of the Board of Supervisors

By: _____
Treasurer and Tax Collector

COUNTERSIGNED:

Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2009.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

SECTION 11. Delivery of Bonds. The proper officials of the County shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered to the original purchaser upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds. (a) The proceeds from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby created and established and to be known as the “West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D Building Fund” (the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes of the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. At the County’s discretion, the Building Fund may contain subaccounts if the Bonds are issued in more than one series. The accrued interest and any premium received by the District from the sale of the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D Debt Service Fund” (the “Debt Service Fund”) for the Bonds and used only for payment of Accreted Value or Principal of and interest on the Bonds. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Accreted Value or Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District. Costs associated with the issuance of the Bonds shall be paid by the Underwriter, on behalf of the District, from premium paid on the Bonds and not received by the County, or as otherwise permitted by the California Education Code.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District in Permitted Investments. If at the time of issuance the District determines to issue some or all of the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code “temporary period” restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the District in investing funds pursuant to paragraph (1) below. If the District fails to direct such agent, the agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments which are rated in at least the second highest rating category by one of the two Rating Agencies. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts

derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The County hereby covenants that it will or will cause the District to record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The County hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will or will cause the District to retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The County covenants that it will or will cause the District to obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The County hereby covenants that it will or will cause the District to retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(c) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund

Except as required below to satisfy the requirements of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Accreted Value or Principal of and interest on the Bonds when due.

SECTION 13. Rebate Fund.

(a) The District shall create and establish a special fund designated the “West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any

lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and

deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the rebate requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the principal and Accreted Value of and interest on the Bonds when and as the same fall due.

SECTION 15. Arbitrage Covenant. The County acknowledges that the District has covenanted that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16. Conditions Precedent. Based in part on representations of the District, this County Board determines that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law. This County Board further acknowledges that the District Board has found and determined that as a result of the issuance of the Bonds, the overall outstanding general obligation bond debt of the District will be amortized in a more level manner.

SECTION 17. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal, interest or Accreted Value on the Bonds, it shall become the owner of such Bonds with the right to payment of principal, interest or Accreted Value on the Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights

as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal or Accreted Value, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 18. Defeasance. All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the County or with an independent escrow agent selected by the District, and satisfactory to the County, an amount of cash which together with amounts then on deposit in the Debt Service Fund (as defined herein) is sufficient to pay all Bonds outstanding and designated for defeasance, including all principal and interest and premium, if any; or

(b) Government Obligations: by irrevocably depositing with the County or with an independent escrow agent selected by the District, and satisfactory to the County, noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, satisfactory to the County, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District and the County with respect to all such designated outstanding Bonds shall cease and terminate, except only the obligation of the County and the Paying Agent or an independent escrow agent selected by the District, and satisfactory to the County, to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, “Government Obligations” shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or “prerefunded” municipal obligations rated in the highest rating category by Moody’s Investors Service or Standard & Poor’s. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom

the custodian may be obligated; provided that such obligations are rated or assessed “AAA” by Standard & Poor’s or “Aaa” by Moody’s Investors Service.

SECTION 19. Amendments. (a) The County may from time to time (which may be at the request of the District, made in writing), and at any time, without notice to or consent of any of the Owners, by action of the County Board, amend the provisions of this Resolution for any of the following reasons:

(1) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or therein, or to make any other provision with respect to matters or questions arising under this Resolution, provided that such action shall not adversely affect the interests of the Bond owners;

(2) to add to the covenants and agreements of and the limitations and the restrictions upon the District contained in this Resolution which are not contrary to or inconsistent with this Resolution as theretofore in effect; and

(3) to modify, alter, amend or supplement this Resolution in any other respect which is not materially adverse to the Bond owners.

In the event of any such amendment, the County shall promptly provide the District and the paying agent with copies of such amendment and the action of the County Board approving such amendment.

(b) Notwithstanding any other provision herein, the provisions of this Resolution as they relate to the terms of the Bonds may be amended by the Purchase Contract.

SECTION 20. Other Actions. Officers of the Board and County officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

SECTION 21. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this Resolution, or related to the proceedings for sale, award, issuance and delivery of the Bonds in accordance herewith and with the District Resolution, and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

SECTION 22. Continuing Disclosure. The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Any Bondholder 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.

SECTION 23. Unclaimed Funds. Notwithstanding any other provisions of this Resolution, any moneys held in any fund created pursuant to this Resolution, or by the Paying Agent in trust, for the payment of the Principal, Conversion Value of Maturity Value of, redemption premium, if any, and interest on the Bonds remaining unclaimed for one year after such Principal, Conversion Value and Maturity Value of all of the Bonds have become due and payable (whether by maturity or upon prior redemption) shall be, after payment in full of the Bonds, transferred to the general fund of the District to be applied in accordance with law; provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of all Bonds that have not been paid, by first-class mail at the addresses on the Bonds register, postage prepaid, no less than 90 days prior to the date of such payment. Thereafter, the District shall have all responsibility and liability for the payment of such Bonds.

SECTION 24. Limited Responsibility for Official Statement. Neither the County Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Bonds (the "Official Statement"), and this County Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures, as they may relate to funds of the District held by the County Treasurer, the County Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the District's Official Statement and in a preliminary Official Statement, and to certify in writing prior to or upon the issuance of the Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

SECTION 25. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 10th day of November, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

CONTRA COSTA COUNTY, CALIFORNIA

Chairperson, Board of Supervisors

Attest:

By: _____
Clerk, Board of Supervisors

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Supervisors of Contra Costa County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Supervisors of said County duly and regularly and legally held at the regular meeting place thereof on November 10, 2009 of which meeting all of the members of the Board of said County had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2009

Clerk of the Board of Supervisors

PAYING AGENT AND TRANSFER AGENT AGREEMENT

among the

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT,

TREASURER-TAX COLLECTOR OF THE
COUNTY OF CONTRA COSTA, CALIFORNIA,

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Paying Agent

Dated as of December 1, 2009

Relating to the

\$ _____
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-1,
QUALIFIED SCHOOL CONSTRUCTION BONDS
(TAX CREDIT BONDS)

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PAYING AGENT AND TRANSFER AGENT AGREEMENT

This PAYING AGENT AND TRANSFER AGENT AGREEMENT, dated as of December 1, 2009 (the "Agreement"), among THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under the laws of the United States of America, as paying agent and transfer agent (the "Paying Agent"), the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), and the TREASURER-TAX COLLECTOR OF THE COUNTY OF CONTRA COSTA, CALIFORNIA, acting in its official capacity as ex officio treasurer of the District (the "County"),

W I T N E S S E T H:

WHEREAS, a duly called election was held in the West Contra Costa Unified School District (the "District"), County of Contra Costa (the "County"), State of California, on November 8, 2005 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$400,000,000, payable from the levy of an ad valorem tax against the taxable property in the District (the "Authorization");

WHEREAS, on May 17, 2006, the Board of Supervisors of the County issued in the name of the District \$70,000,000 aggregate principal amount of a first series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series A" (the "Series A Bonds");

WHEREAS, on July 15, 2008, the Board of Supervisors of the County issued in the name of the District \$120,000,000 aggregate principal amount of a second series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series B" (the "Series B Bonds");

WHEREAS, on September 3, 2009, the Board of Supervisors of the County issued in the name of the District \$52,084,759.30 aggregate principal amount of a third series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) 2009 General Obligation Bonds, Election of 2005, Series C-1" (the "Series C-1 Bonds") and \$52,825,000 aggregate principal amount of a fourth series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) 2009 General Obligation Bonds, Election of 2005, Series C-2" (the "Series C-2 Bonds");

WHEREAS, at this time this Board of Education (the "Board") has determined that it is necessary and desirable to request the Board of Supervisors of the County to issue one or more additional series of such bonds in an aggregate principal amount not-to-exceed \$30,000,000 to be styled as the "West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series D" (the "Series D Bonds") on behalf of the District;

WHEREAS, the American Recovery and Reinvestment Act of 2009 grants a national allocation of \$11 billion to provide for the issuance of qualified school construction bonds, in

accordance with the qualified tax credit bond program (the "Tax Credit Program") found in Section 54A of the Internal Revenue Code of 1986, as amended (the "Code"), and \$25,000,000 of said allocation has been granted to the District (the "District Allocation") to provide financing for the construction, reconstruction or repair of public school facilities, or the acquisition of land on which such facilities are to be constructed or equipment to be used in such portion or portions of the public school facilities that are to be constructed with part of the proceeds of such issue; and

WHEREAS, the District has determined that it is in its best interests to use all or a portion of the District Allocation to issue and sell a portion of its Series D Bonds as a separate series pursuant to the Tax Credit Program designated as the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds) (the "Series D-1 Bonds," or together with any other Series D Bonds issued under this Agreement, the "Tax Credit Bonds") in order to finance improvements to school facilities permitted by the Tax Credit Program and the Authorization (the "Project") and to pay costs of issuance of the Series D-1 Bonds; and

WHEREAS, the District has further determined that it is in its best interest to provide for the separation of the ownership of the Series D-1 Bonds from the entitlement to the tax credits (the "Tax Credits") with respect to such Series D-1 Bonds pursuant to the Tax Credit Program, and for the sale of instruments evidencing the Tax Credits (the "Tax Credit Certificates"); and

WHEREAS, the County shall provide for the payment of the principal of and interest on the Bonds by the levy and collection of taxes upon all property in the District subject to taxation by the District without limitation of rate or amount as provided by law, and shall deposit or cause to be deposited such taxes with the Paying Agent to provide for the payment of the Bonds;

WHEREAS, the District has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement;

NOW, THEREFORE, in order to provide for the terms and the payment of the Bonds and the performance and observance by the District and the County of all the covenants, agreements and conditions herein and in the Bonds and the Tax Credit Certificates contained, and in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the District, the County and the Paying Agent hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes hereof and of any amendment hereof or supplement hereto and of the Bonds and of any certificate, opinion, request or other document mentioned herein or therein, have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Accountable Event of Loss of Qualified School Construction Bond Status” means (a) any act or any failure to act on the part of the District or the County, which act or failure to act is a breach of a covenant or agreement of the District or the County contained in the District Resolution, the County Resolution, this Agreement, the Tax Certificate or the Bonds and which act or failure to act causes the Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds, or (b) the making by the District or the County of any representation contained in the District Resolution, the County Resolution, this Agreement, the Tax Certificate or the Bonds, which representation was untrue when made and the untruth of which representation at such time causes the Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds.

“Agreement” means this Paying Agent and Transfer Agent Agreement, dated as of December 1, 2009, among the Paying Agent, the County and the District, as the same may be supplemented, modified or amended in accordance with its terms.

“Authorized District Representative” means the Superintendent of the District, the Assistant Superintendent, Business Services, the Executive Director, Business Services or a designated deputy thereof.

“Authorized County Representative” means the Treasurer, any designee of the Treasurer, or any other officer of the County designated by the Board of Supervisors.

“Authorized Denomination” means, with respect to the Series D-1 Bonds, \$40,000 or any integral multiple thereof, and with respect to any other Series of Bonds, such denomination as shall be set forth in a Supplemental Agreement.

“Board of Supervisors” means the Board of Supervisors of the County of Contra Costa.

“Board of Education” means the Board of Education of the West Contra Costa Unified School District.

“Bonds” or “Tax Credit Bonds” mean the Series D-1 Bonds, and any general obligation bonds authorized under the Authorization and issued as Qualified School Construction Bonds hereunder.

“Bond Payment Date” means the Bond Payment Date or dates for any Bonds set forth in a Supplemental Agreement.

“Bond Payment Fund” means the fund established by that name pursuant to Section 5.02 of this Agreement.

“Book-Entry Bonds” means Bonds of any Series registered in the name of the Nominee of a Depository as the owner thereof pursuant to the terms and provisions of Section 2.04 this Agreement.

“Book-Entry Tax Credit Certificates” means Tax Credit Certificates related to any Series of Bonds registered in the name of the Nominee of a Depository as the owner thereof pursuant to the terms and provisions of Section 6.04 this Agreement.

“Business Day” means any day other than a Saturday, Sunday, legal holiday or other day on which banking institutions in San Francisco or Los Angeles, California, or New York, New York, or

any state in which the Principal Corporate Trust Office of the Paying Agent is located, are authorized or required by law to close, or any day on which the New York Stock Exchange is closed.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate with respect to the Series D-1 Bonds and any continuing disclosure agreement entered into in connection with a Series of Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Code” means the Internal Revenue Code of 1986, as amended, and as the same shall be hereafter amended, and any regulations heretofore issued or which shall be hereafter issued by the United States Department of the Treasury thereunder.

“Comparable Treasury Issue” means the U.S. Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life, as of the redemption date, of the Bonds to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life, as of the redemption date, of the Tax Credit Bond to be redeemed.

“Comparable Treasury Price” means (a) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations, the average of such quotations for the date on which such Bonds are to be redeemed, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to District and related to the authorization, issuance, sale and delivery of a Series of Bonds, including but not limited to costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, underwriting fees, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and expenses related to any credit enhancement (including without limitation bond insurance) for the Bonds, fees and expenses with respect to the conduct of the election and other proceedings authorizing the issuance of the Bonds, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

“County” means the County of Contra Costa, California.

“County Resolution” means a resolution of the Board of Supervisors authorizing the issuance of a Series of Bonds, including the Series D-1 Bonds County Resolution.

“Date of Loss of Qualified School Construction Bond Status” means the date specified in a Determination of Loss of Qualified School Construction Bond Status as the date from and after which the Bonds lost their status, or failed to qualify, as Qualified School Construction Bonds as a result of an Accountable Event of Loss of Qualified School Construction Bond Status, which date could be as early as the date of issuance of the Bonds.

“Debt Service Fund” means the Debt Service Fund of the District administered by the Treasurer, established pursuant to the Education Code and the County Resolution.

“Depository” means the securities depository acting as Depository pursuant to Section 2.04 of this Agreement.

“Designated Investment Banker” means one of the Reference Treasury Dealers designated by the District.

“Determination of Loss of Qualified School Construction Bond Status” means (a) a final determination by the Internal Revenue Service (after the District has exhausted all administrative appeal remedies) determining that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status, or (b) a non-appealable holding by a court of competent jurisdiction holding that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status.

“District” means the West Contra Costa Unified School District, located in the County.

“District Resolution” means a resolution of the Board of Education authorizing the issuance of a Series of Bonds, including the Series D-1 Bonds District Resolution.

“Education Code” means the Education Code of the State of California, as the same shall be hereafter amended.

“Fitch” means Fitch Ratings, and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“Insurer” means any issuer of a bond insurance policy guaranteeing the payment when due of the principal of and interest on a Series of Bonds.

“Investment Securities” means:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed as to full and timely payment by, the United States of America, including obligations of any of the federal agencies and federally sponsored entities set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America and including interest strips of any such obligations or of bonds issued by the Resolution Funding Corporation and held in book-entry form by the Federal Reserve Bank of New York;

(ii) any certificates, receipts, securities or other obligations evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i);

(iii) obligations of the Fannie Mae Corporation, the Government National Mortgage Association, Farm Credit System Financial Corporation, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Tennessee Valley Authority, Washington Metropolitan Area Transit Authority, United States Import-Export Bank, United States Department of Housing and Urban Development, Farmers Home Administration, General Services Administration and United States Maritime Administration;

(iv) housing authority bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) obligations of any state, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing; provided that such obligations are rated in the highest Rating Category by Moody's and Standard & Poor's;

(vi) any bonds or other obligations of any state of the United States of America or any political subdivision thereof (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the Paying Agent of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described above in clause (i) or (ii) which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the bond payment dates and the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, (c) as to which the principal of and interest on the bonds and obligations of the character described above in clause (i) or (ii) which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (vi) on the Bond Payment Dates and the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (vi), as appropriate, and (d) which are rated in the highest long-term Rating Category by Moody's and Standard & Poor's;

(vii) demand or time deposits or certificates of deposit, whether negotiable or nonnegotiable, trust funds, trust accounts, interest-bearing deposits, overnight bank deposits, interest-bearing money market accounts or bankers acceptances issued by any bank or trust company (including, without limitation, the Paying Agent or any of its affiliates) organized under the laws of any state of the United States of America or any national banking association (including the Paying Agent or any of its affiliates) or by a state licensed branch of any foreign bank, provided that such certificates of deposit shall be purchased directly from such a bank, trust company, national banking association or branch and shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities and obligations as are described above in clauses (i) through (v), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Paying Agent or third-party agent, as custodian, by the bank, trust company, national banking association or branch issuing such certificates of deposit, and the bank, trust company, national banking association or branch issuing each such certificate of deposit required to be so secured shall furnish the Paying Agent with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Paying Agent shall be entitled to rely on each such undertaking;

(viii) taxable commercial paper or tax-exempt commercial paper rated in the highest Rating Category by Moody's and Standard & Poor's which matures not more than 270 calendar days after the date of purchase;

(ix) variable rate obligations required to be redeemed or purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such redemption or purchase requirement by a liquidity agreement with a corporation and as to the payment of interest and principal either upon maturity or redemption (other than upon demand by the holder thereof) thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated in the highest short-term Rating Category, if any, and in the highest long-term Rating Category, if any, by Moody's and Standard & Poor's, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligations by the Paying Agent, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in the highest long-term Rating Category by Moody's and Standard & Poor's;

(x) any repurchase or reverse-repurchase agreement approved by the District and the County which does not cause the rating on the Bonds to be reduced or withdrawn, or entered into with a financial institution (including, without limitation, the Paying Agent or any of its affiliates) or insurance company which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated (or the parent company of which is rated) in the highest long-term Rating Category by Moody's and Standard & Poor's, which agreement is secured by any one or more of the securities and obligations described in clauses (i), (ii), (iii) or (iv) above, which shall have a market value (exclusive of accrued interest and valued at least weekly) at least equal to one hundred three percent (103%) of the principal amount of such investment and shall be lodged with the Paying Agent or other fiduciary or agent, as custodian, by the provider executing such repurchase agreement, and the provider executing each such repurchase agreement required to be so secured shall furnish the Paying Agent with an undertaking satisfactory to the Paying Agent that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least weekly) will be an amount equal to one hundred three percent (103%) of the principal amount of each such repurchase agreement and the Paying Agent shall be entitled to rely on each such undertaking;

(xi) any cash sweep or similar account arrangement of or available to the Paying Agent, the investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (x) of this definition of Investment Securities and any money market fund including money market mutual funds having a rating in the highest investment category granted thereby from Standard & Poor's and Moody's, including, without limitation any mutual fund for which the Paying Agent or an affiliate of the Paying Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Paying Agent or an affiliate of the Paying Agent receives fees from funds for services rendered, (ii) the Paying Agent collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Paying Agent or an affiliate of the Paying Agent; provided that as used in this clause (xi) and clause (xii) investments will be deemed to satisfy the requirements of clause (x) if they meet the requirements set forth in clause (x) ending with the words "clauses (i), (ii), (iii) or (iv) above" and without regard to the remainder of such clause (x);

(xii) any investment agreement with, or the obligations under which are guaranteed by, a financial institution or insurance company or domestic or foreign bank which has at the date of

execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated in the highest long-term Rating Category by Moody's and Standard & Poor's, approved by the District and the County and which does not cause the rating on the Bonds to be reduced or withdrawn;

(xiii) the County of Contra Costa Investment Pool;

(xiv) the Local Agency Investment Fund or similar pooled fund operated by or on behalf of the State of California and which is authorized to accept investments of moneys held in any of the funds or accounts established pursuant to this Agreement;

(xv) commercial paper having, at the time of investment or contractual commitment to invest therein, a rating from Standard & Poor's and Moody's in the highest rating category granter thereby; and

(xvi) any other investment approved by the District and the County which does not cause the rating on the Bonds to be reduced or withdrawn.

"Moody's" means Moody's Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Nominee" shall mean the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.04 of this Agreement.

"Opinion of Counsel" means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the District.

"Owner" means, with respect to Bonds, the person in whose name any Bond shall be registered, and, with respect to Tax Credit Certificates, the person in whose name any Tax Credit Certificate shall be registered.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., which has been appointed to act as paying agent, registrar, and transfer agent with respect to the Bonds, its successors and assigns and any other corporation or association which may at any time be substituted in its place as provided in Section 7.02 hereof.

"Principal Component" means any Bond, the Tax Credits related to which have been separated therefrom pursuant to Article VI of this Agreement.

"Principal Corporate Trust Office" means, unless otherwise specifically noted, any reference to the "principal corporate trust office" of the Paying Agent for purposes of transfer, registration, exchange, payment, and surrender of the Bonds shall mean in care of the corporate trust office of The Bank of New York Mellon Trust Company, N.A., in Los Angeles, California, and for all other purposes shall mean the corporate trust office of the Paying Agent in Los Angeles, California; provided, however, that in any case "principal corporate trust office" shall mean any other office of the Paying Agent designated for a particular purpose, and shall include the principal corporate trust office or other designated office of any successor paying agent.

“Principal Payment Date” means, with respect to the Series D-1 Bonds, _____ 15 of each year specified in Section 2.01 hereof and such other date or dates as may be set forth in a Supplemental Agreement with respect to a Series of Bonds.

“Project” means the school facilities improvements authorized by voters of the District under the Authorization and permitted under the Tax Credit Program.

“Building Fund” means the Building Fund of the District administered by the Treasurer, established pursuant to the Education Code and the County Resolution.

“Authorization” means the Authorization approved by voters at the election held in the District, on November 8, 2005, pursuant to Section 15100 and following of the Education Code authorizing the issuance of the Bonds.

“Qualified School Construction Bond” means a “qualified school construction bond,” as defined in Section 54F of the Code.

“Rating Category” means: (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier, and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

“Rebate Fund” shall mean the fund by that name established pursuant to Section 5.03.

“Rebate Instructions” shall mean those calculations and directions required to be delivered to the Paying Agent under the Tax Certificate.

“Rebate Requirement” shall mean the Rebate Requirement for a Series of Bonds defined in the Tax Certificate related to such Series of Bonds.

“Record Date” means the fifteenth day prior to a Bond Payment Date, whether or not such day is a Business Day.

“Redemption Date” means the date on which the Bonds or any of them are called for redemption, as provided in Article IV hereof.

“Redemption Premium” means, with respect to the Series D-1 Bonds, as calculated by the District (or, at the District’s option, its Designated Investment Banker), the greater of (x) zero and (y) an amount calculated as (a) the sum of the present values of the remaining scheduled payments of principal of and Tax Credits related to the Series D-1 Bonds called for redemption (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of 12 months of 30 days each) at a rate per annum equal to the Treasury Rate, minus (b) the principal amount of the Series D-1 Bonds called for redemption.

“Reference Treasury Dealer” means the original underwriters of the Bonds, their successors and other firms, as specified by the District from time to time, that are primary U.S. government securities dealers in the City of New York, New York; provided, however, that if any such firm ceases to be such a primary treasury dealer, the District will substitute another primary treasury dealer for such firm.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding the date on which such Bonds are to be redeemed.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Bonds and the Tax Credit Certificates pursuant to Sections 2.07 and 6.07, respectively, of this Agreement.

“Series” means, whenever used herein with respect to Bonds, all of the Bonds designated as being of the same series, regardless of variations in maturity, interest rate and other provisions.

“Series D-1 Bonds” means the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds) authorized to be issued pursuant to the Authorization approved by voters of the District on November 8, 2005.

“Series D-1 Bonds County Resolution” means the resolution, adopted by the Board of Supervisors on _____, 2009, authorizing the issuance of the Series D-1 Bonds

“Series D-1 Bonds Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed by the District.

“Series D-1 Bonds District Resolution” means the resolution of the Board of Education adopted on November 4, 2009 authorizing the issuance of the Series D-1 Bonds

“Series D-1 Bonds Principal Components” means the Principal Components of the Series D-1 Bonds.

“Series D-1 Bonds Tax Credit Certificates” means the Tax Credit Certificates designated as “Certificates Evidencing Tax Credit Entitlement related to the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds),” executed and delivered in accordance with Article VI of this Agreement.

“Standard & Poor’s” means Standard & Poor’s Ratings Service, a division of The McGraw-Hill Companies, a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Standard & Poor’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“Supplemental Agreement” means any agreement hereafter duly executed and delivered, supplementing, modifying or amending this Agreement, but only if and to the extent that such Supplemental Agreement is specifically authorized hereunder.

“Tax Certificate” means a tax certificate concerning certain matters relating to tax compliance with respect to a Series of Bonds, executed and delivered by the District on the date of

issuance of such Series of Bonds, including all exhibits attached thereto, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof.

“Tax Credit” means the entitlement, pursuant to the Tax Credit Program, of a taxpayer to recognize a credit against the tax imposed by Chapter 1 of the Code.

“Tax Credit Allowance Date” means, with respect to any Series of Bonds, each March 15, June 15, September 15, and December 15, beginning on the date of issuance of such Series of Bonds and ending on the maturity date thereof, or such of those dates as specified in any Tax Credit Certificate related thereto.

“Tax Credit Certificate” means an instrument evidencing the entitlement of the Owner thereof or of the Owner of the related Bond to a Tax Credit.

“Tax Credit Program” means the program for allocating Tax Credits and authorizing the issuance of Qualified School Construction Bonds promulgated under Sections 54A and 54F of the Code.

“Term Bond” means a Bond subject to mandatory sinking fund redemption prior to its stated maturity date, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and years specified herein or in the Supplemental Agreement relating to such Bond, as applicable.

“Treasurer” means the Treasurer-Tax Collector of the County of Contra Costa, California.

“Treasury Rate” means the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

“Written Certificate” and “Written Request” mean (a) with respect to the District, a written certificate or written request, respectively, signed in the name of the District by an Authorized Representative of the District, and (b) with respect to the County, a written certificate or written request, respectively, signed in the name of the County by an Authorized Representative of the County. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

ARTICLE II

THE BONDS

Section 2.01 Authorization; Date; Payment of Principal; Denominations. (a) The Series D-1 Bonds shall be issued for the purpose of providing funds to pay costs of the Project and to pay Costs of Issuance. The Series D-1 Bonds shall be issued by the District and sold by the County under and subject to the terms of District Resolution, the County Resolution, this Agreement and all applicable laws, and shall be designated as the “West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit

Bonds),” and shall be in the aggregate principal amount of _____ dollars (\$_____). The Series D-1 Bonds are hereby designated as “qualified school construction bonds” for purposes of Section 54F of the Code.

(b) The Series D-1 Bonds shall be dated date of their delivery. The Series D-1 Bonds shall not bear interest. The Series D-1 Bonds shall mature on [_____ 15, 20__].

(c) The principal and any premium of the Series D-1 Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the Principal Corporate Trust Office of the Paying Agent, or at such other location as the Paying Agent shall designate. Each payment of principal on the Series D-1 Bonds shall include the CUSIP identification number, if any, of the Series D-1 Bond with respect to which such payment is made. So long as Cede & Co. or its registered assigns shall be the registered owner of any Series D-1 Bonds, payment shall be made thereto by wire transfer as provided in Section 2.04(d) hereof.

(d) The Series D-1 Bonds shall be issued as fully registered Bonds, without coupons, in Authorized Denominations.

Section 2.02 Form and Registration of Bonds. (a) The Series D-1 Bonds, the Paying Agent’s certificate of authentication and registration, and the form of assignment to appear thereon shall be in substantially the form attached hereto as Exhibit A, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

(b) The Series D-1 Bonds when issued shall be Book-Entry Bonds, registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York, and shall be initially issued as one bond, in the principal amount set forth in Section 2.01, including the Tax Credit Certificate related thereto. The Depository Trust Company is hereby appointed depository for the Series D-1 Bonds and registered ownership of the Series D-1 Bonds may not thereafter be transferred except as provided in Sections 2.04 and 2.05 hereof.

(c) The form and registration provisions applicable to each additional Series of Bonds shall be as set forth in the Supplemental Agreement establishing the terms and provisions of such Series of Bonds.

Section 2.03 Execution and Authentication of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the Chairman of the Board of Supervisors (the “Chair”) and of the Treasurer, and countersigned by the manual or facsimile signature of the Executive Officer-Clerk of the Board of Supervisors (the “Clerk”) or by a deputy of either of said Clerk or of the Treasurer. The Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

Only such of the Bonds as shall bear thereon a certificate of authentication and registration in the form given in Exhibit A hereto, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.04 Book-Entry System. (a) Unless otherwise provided in a Supplemental Agreement establishing the terms and provisions of a Series of Bonds, each Series of Bonds shall be

initially issued and registered as provided in Section 2.02(b) hereof. Any series of Bonds issued hereunder may be Book-Entry Bonds and shall be so designated in the Supplemental Agreement for such series of Bonds. Book-Entry Bonds shall be evidenced by one Bond maturing on each of the maturity dates as set forth in the Agreement providing for the issuance of such Bonds in a Authorized Denominations corresponding to the total principal amount of the Bonds maturing on each maturity date. Each Bond shall be assigned by the underwriter of the bonds a distinctive number or letter or letter and number, and a record of the same shall be maintained by the Paying Agent. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent, together with a Written Request, a new Bond for each Series and maturity shall be executed and delivered pursuant to the procedures described in the third paragraph of Section 2.05 hereof in the aggregate principal amount of the Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Written Request. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent together with a Written Request, new Bonds shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such Written Request, subject to the limitations of Section 2.01 and the receipt of such a Written Request, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 2.05 of this Agreement; provided, that the Paying Agent shall not be required to deliver such new Bonds within a period of fewer than sixty (60) days.

(c) The County and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof, notwithstanding any notice to the contrary received by the Paying Agent or the County, and the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the County nor the Paying Agent shall have any

responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the owner of any Bonds.

(d) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the County and the Paying Agent shall cooperate with Cede & Co., as sole holder, or its registered assigns, in effecting payment of the principal of and interest, if any, on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available (e.g., by wire transfer) on the date they are due.

Section 2.05 Transfer of Bonds that are not Book-Entry Bonds, or upon Termination of Book-Entry System. In the event that at any time the Bonds shall not be registered in the name of Cede & Co., either upon their original issuance or as a result of the operation of Section 2.04 hereof, then the procedures contained in this Section 2.05 shall apply.

Any Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.07 hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bond or Bonds shall be surrendered for transfer, the designated County officials shall execute (as provided in Section 2.03 hereof) and the Paying Agent shall authenticate and deliver a new Bond or Bonds of the same Series and maturity, for a like aggregate principal amount and bearing the same rate of interest, if any. The Paying Agent shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of Bonds shall be required to be made by the Paying Agent during the period from the date on which notice of redemption is given to and including the specified Redemption Date or, with respect to any Bonds that bear current interest, from any Record Date to the following Bond Payment Date.

Section 2.06 Exchange of Bonds. Bonds may be exchanged at the designated office of the Paying Agent, for a like aggregate principal amount of Bonds of other authorized denominations of the same Series, maturity and interest rate, if any. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchange of Bonds shall be required to be made by the Paying Agent from the date on which notice of redemption is given to and including the specified Redemption Date, or for Bonds that bear current interest, during the period from any Record Date to and including the following Bond Payment Date.

Section 2.07 Bond Register. (a) The Paying Agent will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

(b) The Paying Agent shall assign each Bond authenticated and registered by it a distinctive letter or number, or letter and number.

Section 2.08 Mutilated, Destroyed, Stolen or Lost Bonds. In case any Bond shall become mutilated, or shall be believed by the County or the Paying Agent to have been destroyed, stolen or lost, upon proof of ownership satisfactory to the Paying Agent, and upon the surrender of such mutilated Bond at the Principal Corporate Trust Office or upon the receipt of evidence satisfactory to the Paying Agent of such destruction, theft or loss, and upon receipt also of indemnity satisfactory to the County and the Paying Agent, and upon payment by the Owner of all expenses incurred by the County and the Paying Agent, the County shall execute and the Paying Agent shall authenticate and deliver at said office a new Bond or Bonds of the same maturity and for the same aggregate principal amount, of like tenor and date, bearing the same number or numbers, with such notations as the Paying Agent shall determine, in exchange and substitution for and upon cancellation of the mutilated Bond, or in lieu of and in substitution for the Bond so destroyed, stolen or lost.

If any such destroyed, stolen or lost Bond shall have matured or shall have been called for redemption, payment of the amount due thereon may be made by the County or the Paying Agent upon receipt of like proof, indemnity and payment of expenses.

Any such duplicate Bonds issued pursuant to this section shall be entitled to equal and proportionate benefits with all other Bonds issued hereunder. The County and the Paying Agent shall not be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

Section 2.09 Temporary Bonds. Until definitive Bonds shall be prepared, the County may cause to be executed and delivered in lieu of such definitive Bonds and subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds, one or more temporary typed, printed, lithographed or engraved Bonds in fully registered form, as may be authorized by the County, substantially of the same tenor and, until exchange for definitive Bonds, entitled and subject to the same benefits and provisions of the County Resolution and this Agreement as definitive Bonds. If the County issues temporary Bonds it will execute and furnish definitive Bonds without unnecessary delay and thereupon the temporary Bonds shall be surrendered to the Paying Agent at the Principal Corporate Trust Office, without expense to the Owner in exchange for such definitive Bonds. All temporary Bonds so surrendered shall be cancelled by the Paying Agent and shall not be reissued.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Delivery of Bonds. The Paying Agent is hereby authorized to authenticate and deliver each Series of Bonds, including the Series D-1 Bonds, to or upon the Written Request of the County.

Section 3.02 Application of Proceeds of Sale of the Bonds. (a) Upon the receipt from the initial purchaser of the Series D-1 Bonds by the County of the purchase price of the Series D-1 Bonds (\$_____) the Paying Agent shall authenticate and deliver the Series D-1 Bonds Tax

Credit Certificates attached thereto as Exhibit A, to the purchaser thereof and the Treasurer shall deposit said amount to the Building Fund established pursuant to the County Resolution.

(b) Upon the delivery of any other Series of Bonds, the proceeds of the sale of such Series of Bonds shall be applied as set forth in the Supplemental Agreement establishing the terms and provisions of such Series of Bonds.

Section 3.03 Issuance of Additional Series of Bonds. (a) The District may from time to time authorize and the County may issue and sell one or more additional Series of Bonds pursuant to the Authorization and the Tax Credit Program. Whenever the District shall determine to issue an additional Series of Bonds, the District and the County shall authorize the execution of a Supplemental Agreement specifying the principal amount, and prescribing the forms of Bonds of such Series and providing the Series designation, terms, conditions, distinctive designation, denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining the same), redemption provisions and place or places of payment of principal or redemption premium, if any, of and interest on such Bonds, and any other provisions respecting the Bonds of such Series.

(b) Before such additional Series of Bonds shall be issued and delivered, the District and the County shall file the following documents with the Paying Agent (upon which documents the Paying Agent may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Bonds have been satisfied): (i) an executed copy of the Supplemental Agreement authorizing such Series, and (ii) an Opinion of Bond Counsel to the effect that the execution of the Supplemental Agreement has been duly authorized by the District and the County in accordance with this Agreement; that such Series of Bonds, when duly executed by the District and authenticated and delivered by the Paying Agent, will be valid and binding obligations of the District; that the issuance and delivery of such additional Series of Bonds will not, in and of itself, cause any Bonds outstanding not to be Qualified School Construction Bonds under Section 54A of the Code; and that upon the delivery of such Series the aggregate principal amount of Bonds then outstanding will not exceed the amount permitted by the Authorization.

ARTICLE IV

REDEMPTION

Section 4.01 Terms of Redemption of the Series D-1 Bonds and the Series D-1 Bonds Tax Credit Certificates. (a) No Optional or Mandatory Sinking Fund Redemption. The Series D-1 Bonds shall not be subject to optional or mandatory sinking fund redemption prior to their stated maturity date.

(b) Extraordinary Mandatory Redemption from Unexpended Proceeds of the Bonds. The Series D-1 Bonds shall be subject to extraordinary mandatory redemption, in whole or in part, on _____ 15, 20__, or, in the event of an extension negotiated with the Internal Revenue Service, on a Tax Credit Allowance Date that occurs on or before _____ 15, 20__, in Authorized Denominations, at a redemption price equal to the principal amount of the Series D-1 Bonds called for redemption, in an amount equal to the unexpended proceeds of the sale of the Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Series D-1 Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the Internal Revenue Service.

In the event that the ownership of the Series D-1 Bonds Tax Credit Certificates has been separated from the ownership of the Series D-1 Bonds and registered separately pursuant to Article VI hereof, the Series D-1 Bonds Tax Credit Certificates related to the redeemed Series D-1 Bonds shall be called for redemption in the same manner as the Series D-1 Bonds pursuant to this subsection (b), and the redemption price pursuant to this subsection (b) shall be allocated to the Series D-1 Bonds Principal Components and the Series D-1 Bonds Tax Credit Certificates in the proportions and values set forth in the redemption value tables attached as Schedule I to the Series D-1 Bonds in Appendix A to this Agreement.

(c) Extraordinary Mandatory Redemption Upon a Determination of Loss of Qualified School Construction Bond Status. Upon a Determination of Loss of Qualified School Construction Bond Status, the Series D-1 Bonds shall be subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole, on the date designated by the District, which date shall be a date on or prior to the [January 15] following the next succeeding _____ after such Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the Series D-1 Bonds called for redemption, plus (ii) the Redemption Premium, plus (iii) accrued interest on the principal amount of the Series D-1 Bonds called for redemption (calculated at the Tax Credit Rate) from the Tax Credit Allowance Date immediately preceding the Redemption Date to the date of redemption.

In the event that the ownership of the Series D-1 Bonds Tax Credit Certificates has been separated from the ownership of the Series D-1 Bonds and registered separately pursuant to Article VI hereof, the Series D-1 Bonds Tax Credit Certificates related to the redeemed Series D-1 Bonds shall be called for redemption in the same manner as the Series D-1 Bonds pursuant to this subsection (c), and the redemption price pursuant to this subsection (c) shall be allocated to the Series D-1 Bonds Principal Components and the Series D-1 Bonds Tax Credit Certificates in the proportions set forth in the redemption value tables attached as Schedule I to the Series D-1 Bonds in Appendix A to this Agreement.

In addition, in the event that any Tax Credits recognized prior to the Redemption Date are determined to be ineligible as Tax Credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the redemption price shall include an additional amount payable to the owners, as of the applicable Tax Credit Allowance Dates, of the Tax Credit Certificates for such Tax Credits equal to the amount of such Tax Credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service.

(d) Notice of Redemption. Notice of redemption of any Bonds shall be given by the Paying Agent upon the written request of the County. Notice of any redemption of Bonds shall be mailed postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date (i) by first class mail to the respective Owners thereof and of any related Tax Credit Certificates at the addresses appearing on the bond registration books described in Sections 2.07 and 6.06, and (ii) as may be further required in accordance with the applicable Disclosure Dissemination Agent Agreement.

Each notice of redemption shall contain all of the following information:

- (i) the date of such notice;

- (ii) the name of the Bonds and the date of issue of the Bonds;
- (iii) the redemption date;
- (iv) the redemption price, if available;
- (v) the dates of maturity of the Bonds to be redeemed;
- (vi) (if less than all of the Bonds of any maturity are to be redeemed) the distinctive numbers of the Bonds of each maturity to be redeemed;
- (vii) (in the case of Bonds redeemed in part only) the respective portions of the principal amount of the Bonds of each maturity to be redeemed;
- (viii) the CUSIP number, if any, of each maturity of Bonds, or if separated, Principal Components and Tax Credit Certificates, to be redeemed;
- (ix) a statement that such Bonds or, if separated, Principal Components and Tax Credit Certificates, must be surrendered by the Owners at the Principal Corporate Trust Office of the Paying Agent, or at such other place or places designated by the Paying Agent; and
- (x) notice that further interest on such Bonds, if any, will not accrue after the designated redemption date.

Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers provided therein or on the Bonds or the Tax Credit Certificates.

(e) Effect of Notice. A certificate of the Paying Agent or the County that notice of call and redemption has been given to Owners and as may be further required in the applicable Disclosure Dissemination Agent Agreement as herein provided shall be conclusive as against all parties. The actual receipt by the Owner of any Bond or Tax Credit Certificate or any other party of notice of redemption shall not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest, if any, on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Bonds designated for redemption shall become due and payable on the specified redemption date and interest, if any, shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds or, if separated, Principal Components and Tax Credit Certificates, at the place specified in the notice of redemption, such Bonds or, if separated, Principal Components and Tax Credit Certificates, shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Bonds so called for redemption after such redemption date shall look for the payment of such Bonds and the redemption premium thereon, if any, only to the Debt Service Fund or the escrow fund established for such purpose. All Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) Right to Rescind Notice. Upon oral or written notice from the District that the District has cured the conditions that caused the Bonds to be subject to extraordinary mandatory redemption, the County may rescind any extraordinary mandatory redemption and notice thereof on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Bonds and Tax Credit Certificates so called for redemption, with a copy to the Paying Agent. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond or Tax Credit Certificate of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) Funds for Redemption. Prior to or on the redemption date of any Bonds there shall be available in the Debt Service Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the premiums payable as in this Agreement provided, the Bonds designated in said notice of redemption. Such monies so set aside in the Debt Service Fund or in the escrow fund established for such purpose shall be applied on or after the redemption date solely for payment of principal of and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all monies in the Debt Service Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Debt Service Fund of the District, unless otherwise provided for to be paid from an escrow fund established for such purpose. If, after all of the Bonds of a Series have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Debt Service Fund of the District or otherwise held in trust for the payment of redemption price of the Bonds of such Series, said monies shall be held in or returned or transferred to the Debt Service Fund of the District for payment of any outstanding Bonds of the District payable from said fund; provided, however, that if said monies are part of the proceeds of refunding bonds of the District, said monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such refunding bonds of the District are at such time outstanding, said monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) Selection of Bonds for Redemption. The Paying Agent shall effect each mandatory redemption of the Bonds by redeeming pro rata from each registered Owner of a Bond to be redeemed, an amount of such Bonds determined by multiplying the principal amount of the Bonds to be redeemed on the applicable redemption date by a fraction, the numerator of which is the principal amount of the Bonds owned by such registered Owner and the denominator of which is the principal amount of the Bonds outstanding immediately prior to such date of redemption, and then rounding the product down to the next lower integral multiple of [\$40,000]. The Paying Agent will apply, to the extent possible, any remaining amount of proceeds to redeem such Bonds in Authorized Denominations and will select, by lot, the units to be redeemed from all such registered Owners, which selection shall be conclusive. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed shall be in Authorized Denominations and all Bonds to remain Outstanding after any redemption in part shall be in Authorized Denominations. The Tax Credit Certificates related to the Bonds called for redemption shall also be called for redemption.

(i) No Defeasance of Bonds. The Bonds shall not be subject to defeasance, and the District and the County may not pay or discharge all or any portion of the Bonds prior to their stated maturity dates, except pursuant to the extraordinary mandatory redemption provisions of Article IV hereof.

ARTICLE V

PAYMENT OF BONDS

Section 5.01 Establishment and Maintenance of Debt Service Fund. The Treasurer shall establish and maintain a separate fund herein referred to as the “West Contra Costa Unified School District General Obligation Bonds, Election of 2005 Debt Service Fund” or the “Debt Service Fund.” All taxes levied to pay Bonds shall be deposited in the Debt Service Fund as required by law. On or prior to the Business Day preceding the date any payment is due in respect of the Bonds, the County will transfer such monies as shall be lawfully available for the payment of the Bonds to the Paying Agent for deposit in the Bond Payment Fund in an amount sufficient to pay the principal of, interest, if any, and premium, if any, on all Bonds outstanding coming due on such payment date.

Section 5.02 Establishment and Application of Bond Payment Fund. The Paying Agent shall establish, maintain and hold in trust a separate fund designated as the “West Contra Costa Unified School District Qualified School Construction Bonds Bond Payment Fund” (the “Bond Payment Fund”). All amounts in the Bond Payment Fund shall be used and withdrawn by the Paying Agent solely for the purpose of paying principal of, interest, if any, and premium, if any, on the Bonds as it shall become due and payable. On or prior to the Business Day preceding the date any payment is due in respect of the Bonds, the County will cause such monies as shall be lawfully available for the payment of the Bonds to be transferred to the Paying Agent for deposit in the Bond Payment Fund sufficient to pay the principal of, interest, if any, and premium, if any, on all Bonds outstanding coming due on such payment date. In the event that the Paying Agent shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 5.02 by the close of business on the Business Day preceding a scheduled Bond Payment Date or Principal Payment Date, the Paying Agent shall promptly notify the County in writing of the amount of such insufficiency by fax or other electronic means of communication acceptable to the County, receipt of which by the County shall be confirmed by the Paying Agent. On the Business Day after each Bond Payment Date and Principal Payment Date, the Paying Agent shall transfer all amounts remaining in the Bond Payment Fund to the County. When and as paid in full, and following surrender thereof to the Paying Agent, all Bonds shall be cancelled by the Paying Agent, and thereafter they shall be destroyed.

Section 5.03 Rebate Fund. (a) Establishment. The Paying Agent shall establish a separate fund for a Series of Bonds designated the Rebate Fund. Absent an Opinion of Counsel that the status of a Series of Bonds as qualified tax credit bonds under section 54A of the Code will not be adversely affected, the District shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Paying Agent in trust for payment of the United States Treasury. All amounts on deposit in the Rebate Fund for a Series of Bonds shall be governed by this Section and the Tax Certificate for a Series of Bonds, unless and to the extent that the District delivers to the Paying Agent an Opinion of Counsel that the status of a Series of Bonds as qualified tax credit bonds under section 54A of the Code will not be adversely affected if such requirements are not satisfied. The Paying Agent shall be deemed conclusively to have complied with Provisions of this Section and the Tax Certificate if the Paying Agent follows the directions of the District and the Paying Agent shall have no independent responsibility to or liability resulting from failure of the Paying Agent to enforce compliance by the District with the Tax Certificate or the provisions of this Section.

(i) Annual Computation. Within 55 days of the end of each Bond Year (as such term is defined in the Tax Certificate, the District shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and the construction expenditures exception of Section 148(f)(4)(c)(vii) of the Code (the 1 ½ % penalty), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148 -1(b) of the Treasury Regulations (the “Rebatable Arbitrage”). The District shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Annual Transfer. Within 55 days of the end of each Bond Year, upon the written Request of the District, an amount shall be deposited to the Rebate Fund by the Paying Agent from any Revenues legally available for such purpose (as specified by the District in the aforesaid written Request), if and to the extent required so that the balance in the Rebate Fund shall equal the amount of the Rebatable Arbitrage so calculated in accordance with (i) of this subsection (a). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon written Request of the District, the Paying Agent shall withdraw the excess from the Rebate Fund and then transfer the excess to the District.

(iii) Payment to the Treasury. The Paying Agent shall pay, as directed by Request of the District to the United States Treasury, out of amounts in the Rebate Fund:

(A) Not later than 60 days after the end of: (X) the fifth Bond Year; and (Y) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year; and

(B) Not later than 60 days after the payment of all of a Series of Bonds, in amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by the Internal Revenue Service Form 8028-T, or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of a Series of Bonds and any payments described in subsection (a) above being made may be withdrawn by the District and utilized in any manner by the District.

(c) Survival of Defeasance. Notwithstanding anything in this Section to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance or payment in full of a Series of Bonds.

ARTICLE VI

STRIPPING OF THE TAX CREDITS

Section 6.01 Tax Credit Stripping Permitted; Date; Denominations. (a) The District and the County have caused the Bonds to be issued in a form that permits the separation, under the Tax Credit Program, of the ownership of the Bonds from the entitlement of the Owner thereof to the related Tax Credits. At any time, the Owner of a Bond may, by written request to the Paying Agent in the form attached hereto as Appendix B, direct the Paying Agent to authenticate and deliver the Tax Credit Certificates separated from such Bond and endorse and renumber the Principal Component of such Bond.

(b) Upon the receipt of a request pursuant to Section 6.01 hereof, the Paying Agent shall (i) authenticate and deliver to the Owner so requesting, Series D-1 Bond Tax Credit Certificates in accordance with Section 6.02, in a notional amount equal to the principal amount of the related Series D-1 Bond, and (ii) contemporaneously with the delivery thereof, the Paying Agent shall (x) evidence the Principal Component by executing the legend, entitled “Principal Strip Legend,” that appears on the Paying Agent’s authentication page for such related Series D-1 Bond and (y) assign a new identification number to the Principal Component of such Series D-1 Bond that is distinct from the identification number for the original combined Series D-1 Bond. The Series D-1 Bonds Tax Credit Certificates shall be dated the date of the Series D-1 Bonds and shall represent an amount of Tax Credits based upon the notional amount and the applicable rate set forth therein.

(c) The Series D-1 Bonds Tax Credit Certificates shall be executed and delivered as fully registered Tax Credit Certificates, in notional amounts corresponding to Authorized Denominations, in an aggregate notional amount equal to the principal amount of the related Series D-1 Bonds.

Section 6.02 Form and Registration of Series D-1 Bonds Tax Credit Certificates. (a) The Series D-1 Bonds Tax Credit Certificates, the Paying Agent’s certificate of authentication and registration, and the form of assignment to appear thereon shall be in substantially the form attached as Exhibit A of the Form of Tax Credit Bond in Appendix A of this Agreement, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement. The Series D-1 Bonds Tax Credit Certificates shall be numbered in consecutive numerical order from TC-1 upwards.

(b) The Series D-1 Bonds Tax Credit Certificates, when executed and delivered, shall be Book-Entry Tax Credit Certificates, registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York, and shall be delivered initially upon exchange of the related Series D-1 Bond and thereafter be exchanged for one Tax Credit Certificate for each Tax Credit Allowance Date for the related Series D-1 Bonds, in the notional amount set forth in Section 6.01. The Depository Trust Company is hereby appointed depository for the Book-Entry Tax Credit Certificates and registered ownership of the Book-Entry Tax Credit Certificates may not thereafter be transferred except as provided in Sections 6.04 and 6.05 hereof.

Section 6.03 Execution and Authentication of Tax Credit Certificates. The Series D-1 Bonds Tax Credit Certificates shall be signed by the manual or facsimile signatures of the Chairman and of the Treasurer. The Series D-1 Bonds Tax Credit Certificates shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

Only such of the Series D-1 Bonds Tax Credit Certificates as shall bear thereon a certificate of authentication and registration in the form given in Exhibit A of the Form of Tax Credit Bond in Appendix A of this Agreement, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Series D-1 Bonds Tax Credit Certificates so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

Section 6.04 Book-Entry System for Tax Credit Certificates. (a) Unless otherwise provided in a Supplemental Agreement establishing the terms and provisions of Tax Credit Certificates related to a Series of Bonds, the Tax Credit Certificates shall be initially executed and delivered and registered as provided in Section 6.02(b) hereof. Registered ownership of the Tax Credit Certificates, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the Tax Credit Certificates related to outstanding Bonds by the Paying Agent, together with a Written Request, a new Tax Credit Certificate for the same related Series of Bonds and maturity shall be executed and delivered pursuant to the procedures described in the third paragraph of Section 6.05 hereof in the aggregate principal amount of the Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Written Request. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the Tax Credit Certificates related to outstanding Bonds by the Paying Agent together with a Written Request, new Tax Credit Certificates related to such Bonds shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such Written Request, subject to the limitations of Section 6.01 and the receipt of such a Written Request, and thereafter, the Tax Credit Certificates related to such Bonds shall be transferred pursuant to the provisions set forth in Section 6.05 of this Agreement; provided, that the Paying Agent shall not be required to

deliver such new Tax Credit Certificates related to such Bonds within a period of fewer than sixty (60) days.

(c) The County, the District and the Paying Agent shall be entitled to treat the person in whose name any Tax Credit Certificate is registered as the Owner thereof, notwithstanding any notice to the contrary received by the Paying Agent, the District or the County, and the County, the District and the Paying Agent shall have no responsibility for communicating with, notifying, or otherwise dealing with any beneficial owners of the Tax Credit Certificates. Neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the owner of any Tax Credit Certificates.

(d) So long as the Tax Credit Certificates are registered in the name of Cede & Co. or its registered assigns, the County, the District and the Paying Agent shall cooperate with Cede & Co., as sole holder, or its registered assigns, in effecting payment of the redemption price, if any, of the Tax Credit Certificates by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available (e.g., by wire transfer) on the date they are due.

(e) So long as the Tax Credit Certificates are registered in the name of Cede & Co. or its registered assigns, the Paying Agent shall provide notice to the Depository of the expiration of each Tax Credit Certificate, not less than forty-five (45) days prior to the Tax Credit Allowance Date for such Tax Credit Certificate, in the form included as Appendix C hereto.

Section 6.05 Transfer of Tax Credit Certificates that are not Book-Entry Tax Credit Certificates, or upon Termination of Book-Entry System. In the event that at any time the Tax Credit Certificates shall not be registered in the name of Cede & Co., either upon their original execution and authentication or as a result of the operation of Section 6.04 hereof, then the procedures contained in this Section 6.05 shall apply.

Any Tax Credit Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 6.07 hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of such Tax Credit Certificate to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Tax Credit Certificate or Tax Credit Certificates shall be surrendered for transfer, the designated District and County officials shall execute (as provided in Section 6.03 hereof) and the Paying Agent shall authenticate and deliver a new Tax Credit Certificate or Tax Credit Certificates for the same related Series of Bonds and maturity, and for a like aggregate notional amount. The Paying Agent shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of Tax Credit Certificates shall be required to be made by the Paying Agent from the date on which notice of redemption is given for the related Series of Bonds to and including the specified Redemption Date or, with respect to a related Series of Bonds that bears current interest, during the period from any Record Date to the following Bond Payment Date.

Section 6.06 Exchange of Tax Credit Certificates. Tax Credit Certificates may be exchanged at the designated office of the Paying Agent, for a like aggregate notional amount of Tax Credit Certificates of other authorized denominations of the same related Series of Bonds, maturity and interest rate, if any. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. If the related Bonds bear current interest, no exchange of Tax Credit Certificates shall be required to be made by the Paying Agent during the period from any Record Date to and including the following Bond Payment Date or, regardless of the interest borne by such Bonds, from the date on which notice of redemption is given to and including the specified Redemption Date.

Section 6.07 Tax Credit Certificate Register. (a) The Paying Agent will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient books for the registration and transfer of the Tax Credit Certificates, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Tax Credit Certificates as hereinbefore provided.

(b) The District shall assign each Tax Credit Certificate authenticated and registered by it a distinctive letter or number, or letter and number.

Section 6.08 Mutilated, Destroyed, Stolen or Lost Tax Credit Certificates. In case any Tax Credit Certificate shall become mutilated, or shall be believed by the District, the County or the Paying Agent to have been destroyed, stolen or lost, upon proof of ownership satisfactory to the Paying Agent, and upon the surrender of such mutilated Tax Credit Certificate at the Principal Corporate Trust Office or upon the receipt of evidence satisfactory to the Paying Agent of such destruction, theft or loss, and upon receipt also of indemnity satisfactory to the District, the County and the Paying Agent, and upon payment by the Owner of all expenses incurred by the District, the County and the Paying Agent, the District and the County shall execute and the Paying Agent shall authenticate and deliver at said office a new Tax Credit Certificate or Tax Credit Certificates of the same maturity and for the same notional amount, of like tenor and date, bearing the same number or numbers, with such notations as the Paying Agent shall determine, in exchange and substitution for and upon cancellation of the mutilated Tax Credit Certificate, or in lieu of and in substitution for the Tax Credit Certificate so destroyed, stolen or lost.

If any such destroyed, stolen or lost Tax Credit Certificate shall have been called for redemption, payment of the amount due thereon may be made by the County or the Paying Agent upon receipt of like proof, indemnity and payment of expenses.

Any duplicate Tax Credit Certificates issued pursuant to this Section shall be entitled to equal and proportionate benefits with all other Tax Credit Certificates issued hereunder. The District, the County and the Paying Agent shall not be required to treat both the original Tax Credit Certificate and any duplicate Tax Credit Certificate as being Outstanding for the purpose of determining any percentage of Tax Credit Certificates Outstanding hereunder, but both the original and duplicate Tax Credit Certificate shall be treated as one and the same.

Section 6.09 Temporary Tax Credit Certificates. Until definitive Tax Credit Certificates shall be prepared, the District and the County may cause to be executed and delivered in lieu of such definitive Tax Credit Certificates and subject to the same provisions, limitations and conditions as are applicable in the case of definitive Tax Credit Certificates, one or more temporary typed, printed,

lithographed or engraved Tax Credit Certificates in fully registered form, as may be authorized by the County, substantially of the same tenor and, until exchange for definitive Tax Credit Certificates, entitled and subject to the same benefits and provisions of the District Resolution, the County Resolution and this Agreement as definitive Tax Credit Certificates. If the District and the County execute and deliver temporary Tax Credit Certificates they will execute and deliver definitive Tax Credit Certificates without unnecessary delay and thereupon the temporary Tax Credit Certificates shall be surrendered to the Paying Agent at the Principal Corporate Trust Office, without expense to the Owner in exchange for such definitive Tax Credit Certificates. All temporary Tax Credit Certificates so surrendered shall be cancelled by the Paying Agent and shall not be redelivered.

ARTICLE VII

COVENANTS OF THE DISTRICT AND THE COUNTY

Section 7.01 Obligation to Levy Taxes For Payment of Bonds; Sinking Fund Deposits.

(a) The money for the payment of principal, redemption price, and interest, if any, on the Bonds shall be raised by ad valorem taxation without limitation as to rate or amount (except with respect to certain personal property which is taxable at limited rates) upon all taxable property in the District, and provision shall be made for the levy and collection of such taxes in the manner provided by law, and the County shall cause such money to be transferred to the Paying Agent for payment of the Bonds as provided hereunder.

(b) The County shall, in each fiscal year set forth below, set aside from the tax levied pursuant to this Section 7.01(a) and the Authorization, an amount equal to that portion of the principal amount of the Series D-1 Bonds set forth below for deposit in a subaccount established within the Debt Service Fund for the accumulation of funds necessary to pay the Series D-1 Bonds at maturity.

Set-Aside Date
(_____ 1)

Set-Aside Amount
\$

Section 7.02 Validity of Bonds. The recital contained in the Bonds that the same are regularly issued pursuant to all applicable laws shall be conclusive evidence of their validity and of compliance with the provisions of the law in their issuance.

Section 7.03 Further Assurances. The District and the County will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Agreement.

Section 7.04 Tax Covenants of the District. (a) The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Bonds to not be Qualified Tax Credit Bonds under Section 54A of the Code and Qualified School Construction Bonds under Section 54F of the Code. Without limiting the generality of the forgoing, the District shall comply with the instructions and requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the County under the County Resolution, or held by the Paying Agent under this Agreement, the District shall so instruct the County or the Paying Agent, as applicable, in writing, and the County and the Paying Agent shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the District shall provide to the Paying Agent an opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required in order for the Bonds to be Qualified Tax Credit Bonds under Section 54A of the Code and Qualified School Construction Bonds under Section 54F of the Code, the Paying Agent may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

Section 7.05 Tax Covenants of the County. (a) The County shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Bonds to not be Qualified Tax Credit Bonds under Section 54A of the Code and Qualified School Construction Bonds under Section 54F of the Code. Without limiting the generality of the forgoing, the County shall comply with the instructions and requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the County is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Paying Agent under this Agreement, the County shall so instruct the Paying Agent, in writing, and the Paying Agent shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the District shall provide to the Paying Agent an opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required in order for the Bonds to be Qualified Tax Credit Bonds under Section 54A of the Code and Qualified School Construction Bonds under Section 54F of the Code, the Paying Agent may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

Section 7.06 Continuing Disclosure Covenant. Upon the issuance of any Series of Bonds requiring an undertaking regarding continuing disclosure under Securities and Exchange

Commission Rule 15c2-12, the District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement executed and delivered in connection with such Series of Bonds. Notwithstanding any other provision of this Agreement, failure of the District to comply with the Disclosure Dissemination Agent Agreement shall not be considered an event of default hereunder; provided that any Owner or Beneficial Owner (as defined below) 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. For purposes of this section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

ARTICLE VIII

THE PAYING AGENT

Section 8.01 Appointment; Acceptance. The Bank of New York Mellon Trust Company, N.A., is hereby appointed Paying Agent and hereby accepts and agrees to perform the duties and obligations of the Paying Agent, registrar and transfer agent specifically imposed upon it by this Agreement, and no implied duties shall be read into this Agreement against the Paying Agent.

Section 8.02 Resignation, Removal, Replacement of Paying Agent. The Paying Agent may at any time resign by giving written notice to the District of such resignation, whereupon the District shall promptly appoint a successor Paying Agent by the resignation date. Resignation of the Paying Agent will be effective forty-five (45) days after notice of the resignation is given as stated above or upon appointment of a successor Paying Agent, whichever first occurs. The District may at any time remove the Paying Agent and any successor Paying Agent by an instrument given in writing. After removal or receiving a notice of resignation of the Paying Agent, the District may appoint a temporary Paying Agent or temporarily assume the duties of the Paying Agent to replace the former Paying Agent until the District appoints a successor Paying Agent. Any such temporary Paying Agent so appointed by the District shall immediately and without further act be superseded by the successor Paying Agent upon the appointment of and acceptance thereof by such successor.

The Paying Agent is hereby authorized to pay or redeem the Bonds when duly presented for payment at maturity, or on prior redemption, and to cancel all Bonds upon payment thereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged.

Any Paying Agent appointed under the provisions of this Section in succession to the Paying Agent shall be a trust company, bank or corporation having the powers of a trust company having (or, if such trust company, bank or corporation is a member of a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least seventy-five million dollars (\$75,000,000), in good standing and subject to supervision or examination by federal or state authority. If such bank or trust company, corporation or bank holding company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this paragraph the combined capital and surplus of such bank, trust company or corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Paying Agent shall cease to be eligible in accordance with the provisions of this paragraph, the Paying Agent shall resign immediately in the manner and with the effect specified in this Section.

Section 8.03 Accounting Records. The Paying Agent shall keep proper books of record and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Bonds, including moneys derived from or to be used to make payments on the Bonds. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Paying Agent is to be allocated and shall set forth, in the case of each investment security, (a) its purchase price, (b) identifying information, including par amount, coupon rate, and payment dates, (c) the amount received at maturity or its sale price, as the case may be, including accrued interest, (d) the amounts and dates of any payments made with respect thereto, and (e) the dates of acquisition and disposition or maturity. Such books of record and account shall be available for inspection by the District during the Paying Agent's normal business hours and under reasonable circumstances.

Section 8.04 Merger or Consolidation. Any company or bank into which the Paying Agent may be merged or converted or with which it may be consolidated or any company or bank resulting from any merger, conversion or consolidation to which it shall be a party or any company or bank to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company or bank shall be eligible under Section 7.01, shall be the successor to such Paying Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.05 Protection of Paying Agent. The Paying Agent hereby agrees, provided sufficient immediately available funds have been provided to it for such purpose by or on behalf of the District, to use the funds deposited with it hereunder in the Bond Payment Fund solely for payment of the principal of and interest on the Bonds as the same shall become due or become subject to earlier redemption. The Paying Agent shall not be responsible for: (i) the application or handling by the District of any moneys transferred to or pursuant to any Request or Requisition of the District in accordance with the terms and conditions hereof; (ii) any error or omission by the District in making any computation or giving any instruction pursuant to Section 5.03 hereof, or (iii) the construction, operation or maintenance of the Project by the District. The Paying Agent shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

Section 8.06 Reliance on Documents, Etc.

(a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the District.

(b) The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent,

order, facsimile transmission, electronic mail, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Bond, but is protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or agent of the Owner.

(e) The Paying Agent may consult with counsel, and the advice of such counsel or any Opinion of Counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be responsible for the acts or omissions of such agents or attorneys appointed by it with due care.

(g) The Paying Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay (“unavoidable delay”) in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Paying Agent.

(h) The Paying Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document. Anything in this Agreement to the contrary notwithstanding, in no event shall the Paying Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Paying Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(i) The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Paying Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District or the County elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent’s understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District and the County agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8.07 Recitals of District. The recitals contained herein and in the Bonds shall be taken as the statements of the District, and the Paying Agent assumes no responsibility for their correctness.

Section 8.08 Paying Agent May Own Bonds. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent for the Bonds.

Section 8.09 Investment of Funds and Accounts; Money Held by Paying Agent; Unclaimed Monies. All moneys in any of the funds and accounts held by the Paying Agent and established pursuant to this Agreement shall be invested solely in Investment Securities pursuant to a Written Request of the District. All Investment Securities shall, as directed by the District in writing, be acquired subject to the limitations set forth in Section 6.04, the limitations as to maturities hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by Written Request and not inconsistent with the duties of the Paying Agent hereunder. If and to the extent the Paying Agent does not receive investment instructions from the District with respect to the moneys in the funds and accounts held by the Paying Agent pursuant to this Agreement, such moneys shall be held uninvested and the Paying Agent shall thereupon immediately request written investment instructions from the District for such moneys.

Moneys in the funds and accounts created hereunder shall be invested in Investment Securities maturing or available on demand not later than the date on which it is estimated that such moneys will be required by the Paying Agent.

All interest, profits and other income received from the investment of moneys in any fund or account shall remain in that fund or account, unless the District shall direct that such earnings be transferred to the Rebate Fund. All interest, profits and other income received from the investment of moneys in the Rebate Fund shall be retained in the Rebate Fund, except as provided in Section 6.04.

The Paying Agent may not commingle any of the funds or accounts established pursuant to this Agreement, and all funds or accounts held by the Paying Agent hereunder shall be accounted for separately as required by this Agreement. The Paying Agent or any of its affiliates may act as principal or agent in the making or disposing of any investment and, with the prior written consent of the District, may impose its customary charge therefor. The Paying Agent may, upon consultation with the District, sell or present for redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited, and the Paying Agent shall not be liable or responsible for any loss resulting from such investment or redemption.

The Paying Agent shall also provide to the District, in accordance with a Written Request of the District, with respect to each Investment Security such documentation as is reasonably available to the Paying Agent and is required by the Code or other applicable law to be obtained by the District as evidence to establish that each investment has been acquired and disposed of on an established market in arm's-length transactions at a price equal to its fair market value and with no amounts having been paid to reduce the yield on the investments, or shall be United States Treasury Obligations-State and Local Government Series as set forth in the Tax Certificate. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the District the right to receive brokerage confirmations of security

transactions as they occur at no additional cost, the District specifically waives receipt of such confirmations to the extent permitted by law. The Paying Agent will furnish the District monthly cash transaction statements which include detail for all investment transactions made by the Paying Agent hereunder and all account balances held by the Paying Agent.

Any money held in any fund created pursuant to this Agreement, or held by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Bonds and remaining unclaimed for two years (subject to applicable escheat law) after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption), during which period the Paying Agent shall hold such funds without liability for interest, shall be transferred and applied to the payment of any outstanding general obligation bonds of the District; or, if no such general obligation bonds of the District are at such time outstanding, said monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8.10 Other Transactions. The Paying Agent may engage in or be interested in any financial or other transaction with the District.

Section 8.11 Interpleader. The Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 8.12 Payment; Indemnification. The District shall pay the reasonable fees and expenses of the Paying Agent (including reasonable fees and disbursements of its counsel and other agents) incurred in and about the performance of its powers and duties under this Agreement. The District, to the extent permitted by law, shall indemnify the Paying Agent, its officers, directors, employees, and agents (“Indemnified Parties”) for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent’s acceptance or administration of the Paying Agent’s duties hereunder or under the Bonds (except any loss, liability or expense to be attributable to the Paying Agent’s gross negligence or willful misconduct), including without limitation the cost and expense (including its counsel fees and disbursements, including the allocated costs and disbursements of internal counsel) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The provisions of this Section 7.10 shall survive termination of this Agreement and shall continue for the benefit of any Paying Agent after its resignation or removal as Paying Agent hereunder.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Amendment, Modification, Waiver. This Agreement may be supplemented by a Supplemental Agreement to provide for issuance of an additional Series of Bonds pursuant to the provisions set forth in Section 3.04. This Agreement may also be amended by a Supplemental Agreement executed by the parties hereto, provided, that no amendment, modification or waiver of any provision of this Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 9.02 Notices. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder by any party to another shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail:

If to the District: West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA 94801-3135
Attn: District

If to the County: Treasurer-Tax Collector
Contra Costa County
Finance Building, Ste 100
625 Court Street
Martinez, CA 94553

If to the Paying Agent: The Bank of New York Mellon Trust Company, N.A.

Los Angeles, CA
Attn: Corporate Trust Services

If to the Depository: The Depository Trust Company
Electronic only: redemptionnotification@dtcc.com

Section 9.03 Governing Law; Procedure in Case of Default. This Agreement shall be construed and governed in accordance with the laws of the State of California. The procedure to be used in case of default shall be in accordance with the laws of the State of California.

Section 9.04 Counterparts. This Agreement may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their officers duly authorized as of the date first written above.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

By _____
Authorized Officer

TREASURER-TAX COLLECTOR OF THE COUNTY OF CONTRA COSTA, CALIFORNIA

By _____
Authorized Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Paying Agent

By _____
Authorized Officer

APPENDIX A

[FORM OF TAX CREDIT BOND]

Number R- _____	UNITED STATES OF AMERICA STATE OF CALIFORNIA COUNTY OF CONTRA COSTA	Maturity Value \$ _____
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WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES _____,
QUALIFIED SCHOOL CONSTRUCTION BOND
(TAX CREDIT BOND)

THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND THE
COUNTY OF CONTRA COSTA HAVE DESIGNATED THIS BOND AS
A QUALIFIED SCHOOL CONSTRUCTION BOND WITHIN THE
MEANING OF SECTION 54F OF THE INTERNAL REVENUE CODE OF
1986, AS AMENDED.

<u>Maturity Date</u> _____, ____	<u>Tax Credit Rate</u> _____%	<u>Date as of</u> _____, 2009	<u>CUSIP No.</u> _____
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Registered Owner: Cede & Co.
Principal Sum: _____ DOLLARS

On behalf of the West Contra Costa Unified School District, County of Contra Costa, State of California (herein called the "District"), the County of Contra Costa (the "County") hereby acknowledges itself obligated to and promises to pay, but only from taxes collected by the County for such purpose pursuant to Section 15250 of the Education Code of the State of California, to the registered owner identified above or registered assigns, on the maturity date set forth above, the principal sum specified above (the "Principal Component" or "Maturity Value") in lawful money of the United States of America. This Bond shall not bear interest. This Bond is a Tax Credit Bond issued as a "Qualified School Construction Bond" as defined in Section 54F of the Internal Revenue Code of 1986, as amended (the "Code") and is composed of the Principal Component and Tax Credit components evidenced by the tax credit certificate (the "Tax Credit Certificate") attached hereto as Exhibit A, the ownership of which may be separated from the Principal Component. So long as the ownership of the Tax Credit component of this Bond has not been separated from the ownership of the Principal Component of this Bond, the owner of this Bond may be eligible to receive tax credits determined based on the Tax Credit Rate set forth above in accordance with Section 54A of the Code as described in the Tax Credit Certificate.

The principal hereof is payable to the registered owner hereof upon the surrender hereof at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A. as the initial paying agent, registrar and transfer agent of the District (herein called the "Paying Agent"), appointed pursuant to a Paying Agent and Transfer Agent Agreement, dated as of December 1, 2009 (the "Paying Agent Agreement") by and among the District, the County and the Paying Agent. So long as Cede & Co. or its registered assigns shall be the registered owner of this Bond, payment shall be made by wire transfer through The Depository Trust Company ("DTC") as provided in the Paying Agent Agreement.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), amounting in the aggregate to \$_____ and designated as “West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds)” (the “Bonds”). The Authorization that authorized the issuance of \$400,000,000 of bonds of the District, including the Bonds, was approved by a vote of at least 55% of the voters voting at an election duly and legally called, held and conducted in the District on November 8, 2005. The Bonds are issued and sold by the Board of Supervisors of the County of Contra Costa, State of California, pursuant to and in strict conformity with the provisions of the Constitution and laws of said State, a resolution (herein called the “Resolution”) adopted by said Board of Supervisors on _____, 2009, the Paying Agent Agreement and a Purchase Contract executed by the District, the County and the underwriters of the Bonds on _____, 2009.

The Bonds are issuable as fully registered bonds without coupons in the denomination of \$40,000 principal amount or any integral multiple thereof, provided that no Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Paying Agent Agreement, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same series, tenor, and maturity of other Authorized Denominations.

This Bond is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at the designated corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Paying Agent Agreement, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of Authorized Denominations of the same series, tenor, maturity and same aggregate principal amount will be issued to the transferee in exchange herefor.

The County, the District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the County, the District and the Paying Agent shall not be affected by any notice to the contrary.

The Bonds are not subject to optional or mandatory sinking fund redemption prior to maturity.

The Bonds shall be subject to extraordinary mandatory redemption, in whole or in part, on _____, ____, or, in the event of an extension negotiated with the Internal Revenue Service, on a Tax Credit Allowance Date that occurs on or before _____, ____, in authorized denominations, at a redemption price equal to the principal amount of the Bonds called for redemption, in an amount equal to unexpended proceeds of the sale of the Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the Internal Revenue Service.

Upon a Determination of Loss of Qualified School Construction Bond Status, the Series D-1 Bonds shall be subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole on the date designated by the District, which date shall be a date on or prior to the January 15 following the next succeeding _____ after such Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the

Bonds called for redemption, plus (ii) the Redemption Premium, plus (iii) accrued interest on the principal amount of the Bonds called for redemption (calculated at the Tax Credit Rate) from the Tax Credit Allowance Date immediately preceding the Redemption Date to the date of redemption.

In addition, in the event that any Tax Credits recognized prior to the date of redemption are determined to be ineligible as Tax Credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the redemption price shall include an additional amount payable to the owners, as of the applicable Tax Credit Allowance Dates, of the Tax Credit Certificates for such Tax Credits equal to the amount of such Tax Credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service.

In the event that the ownership of the Tax Credit Certificates has been separated from the ownership of the Bonds and registered separately pursuant to the Paying Agent Agreement, the Tax Credit Certificates related to the redeemed Bonds shall be called for redemption in the same manner as the Bonds, and the redemption price shall be allocated to the Principal Components of the Bonds and the Tax Credit Certificates in the proportions set forth in the Table of Redemption Values for Tax Credits and Principal Strips attached hereto as Schedule I.

In reliance upon the representations, certifications and declarations of the District, the Board of Supervisors hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond; and that this Bond is in substantially the form prescribed by order of the Board of Supervisors duly made and entered on its minutes. The Bonds represent an obligation of the District payable out of the Debt Service Fund of the District, and the money for the payment of principal of, premium, if any, and redemption price hereof, shall be raised by taxation upon the taxable property of the District.

This bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF the Board of Supervisors of the County of Contra Costa has caused this WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES ____, QUALIFIED SCHOOL CONSTRUCTION BOND (TAX CREDIT BOND), to be signed by its Chair and by the Treasurer-Tax Collector of the County, and to be countersigned by the Clerk of said Board, as of the date set forth above.

[specimen-not for signature]

Chairman of the Board of Supervisors
County of Contra Costa

[specimen-not for signature]

Treasurer-Tax Collector
County of Contra Costa

[specimen-not for signature]

Executive Officer-Clerk
of the Board of Supervisors

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES ____, QUALIFIED SCHOOL CONSTRUCTION BOND (TAX CREDIT BOND), described in the within-mentioned Resolution and Paying Agent Agreement and authenticated and registered on _____, 2009.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent/Registrar and
Transfer Agent

[specimen-not for signature]

Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

PRINCIPAL STRIP LEGEND

If the ownership of the Principal Component of this Bond is separated from the ownership of the related Tax Credit Certificates the following legend shall be applied to this Bond to evidence that it is a Principal Strip and a new identification number shall be applied to the resulting Principal Strip that is distinct from the identifying number for the original Bond.

[This is a PRINCIPAL COMPONENT ONLY of one of the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES ____, QUALIFIED SCHOOL CONSTRUCTION BOND (TAX CREDIT BOND), described in the within-mentioned Resolution and Paying Agent Agreement and the registered owner of this Principal Strip is not entitled to the related Tax Credits associated with the Bond or the payment of any redemption price allocable to the Tax Credit Certificates related to the Bond of which this is the Principal Component only. The undersigned has duly authenticated and registered this Principal Strip on _____.]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent/Registrar and
Transfer Agent

[specimen-not for signature]

Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name, address and social security or other identifying number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT A

Certificate Number TC-_____	UNITED STATES OF AMERICA STATE OF CALIFORNIA COUNTY OF CONTRA COSTA	Notional Amount \$_____
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WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES _____,
QUALIFIED SCHOOL CONSTRUCTION BOND
(TAX CREDIT BOND)

<u>Sale Date of Related Bonds</u> _____, ____	<u>Issuance Date of Related Bonds</u> _____, ____	<u>Maturity Date of Related Bonds</u> _____, ____	<u>Applicable Tax Credit Rate</u> _____%	<u>CUSIP No. of Related Bonds</u> _____
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<u>Tax Credit Allowance Date</u>	<u>CUSIP No. (if stripped from Related Bonds Base: _____</u>	<u>Tax Credit Allowance Date</u>	<u>CUSIP No. (if stripped from Related Bonds Base: _____</u>	<u>Tax Credit Allowance Date</u>	<u>CUSIP No. (if stripped from Related Bonds Base: _____</u>	<u>Tax Credit Allowance Date</u>	<u>CUSIP No. (if stripped from Related Bonds Base: _____</u>

Dated: _____, 2009

Registered Owner: Cede & Co.

Notional Amount of
this Certificate: _____ DOLLARS

This certificate evidences the entitlement of the registered owner identified above or registered assigns to the credit (the "Tax Credit"), under Section 54A of the Internal Revenue Code of 1986, as amended (the "Code"), against the tax imposed by Chapter 1 of the Code ("Chapter 1"), with respect to the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds) (the "Related Bonds"), designated as qualified school construction bonds pursuant to Section 54F of the Code by the West Contra Costa Unified School District, County of Contra Costa, State of California (the "District") and the County of Contra Costa, California (the "County," and together with the District, the "Issuer"). This certificate evidences the Tax Credit component of the Related Bonds and the obligation of the District to maintain the status of the Related Bonds as qualified school construction bonds under the Code.

"Tax Credit Allowance Date" means each March 15, June 15, September 15, and December 15, beginning on the date of issuance of the Related Bonds and ending on the maturity date thereof or such of those dates as are specified in the table on the cover page of this Tax Credit Certificate.

The holder hereof on the Tax Credit Allowance Dates specified above shall be allowed a credit against the tax imposed by Chapter 1 in an amount equal to twenty five percent (25%) of the annual credit determined with respect to the Related Bonds, being the product of: (1) the applicable tax credit rate set forth above (the "Applicable Rate"), and (2) the outstanding face amount of the Related Bonds (the "Notional Amount").

This certificate is executed and delivered in conjunction with and as a component part of the Related Bonds and, together with other similar certificates relating to the Bonds, designated as "Certificates Evidencing Tax Credit Entitlement related to the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds)" (the "Tax Credit Certificates"). The Authorization that authorized the issuance of \$400,000,000 of bonds of the District, including the Related Bonds, was authorized by a vote of at least 55% of the voters voting at an election duly and legally called, held and conducted in the District on November 8, 2005. The Certificates are executed and delivered by the Board of Supervisors of the County and the Board of Education, pursuant to and in strict conformity with the provisions of the Constitution and laws of said State, a resolution of the Board of Education, adopted on November 4, 2009, and a resolution (herein called the "Resolution") adopted by the Board of Supervisors of the County on _____, _____, and subject to the more particular terms specified in a Purchase Contract, executed by the District, the County and the underwriters of the Related Bonds on _____, 2009, and the Paying Agent and Transfer Agent Agreement, dated as of December 1, 2009 (the "Paying Agent Agreement"), by and among the District, the County and The Bank of New York Mellon Trust Company, N.A., as the initial paying agent, registrar and transfer agent of the District (herein called the "Paying Agent").

The Tax Credit Certificates are subject to registration, transfer and exchange as provided in and subject to the terms and provisions of the Paying Agent Agreement.

The Related Bonds shall be subject to extraordinary mandatory redemption, in whole or in part, on [_____, _____], or, in the event of an extension negotiated with the Internal Revenue Service, on a Tax Credit Allowance Date that occurs on or before [_____, _____], in authorized denominations, at a redemption price equal to the principal amount of the Bonds called for redemption, in an amount equal to unexpended proceeds of the sale of the Related Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Related Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the Internal Revenue Service.

Upon a Determination of Loss of Qualified School Construction Bond Status, the Related Bonds shall be subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole on the date designated by the District, which date shall be a date on or prior to the [_____] following the next succeeding [_____] after such Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the Related Bonds called for redemption, plus (ii) the Redemption Premium, plus (iii) accrued interest on the principal amount of the Related Bonds called for redemption (calculated at the Tax Credit Rate) from the Tax Credit Allowance Date immediately preceding the Redemption Date to the date of redemption.

In addition, in the event that any Tax Credits recognized prior to the date of redemption are determined to be ineligible as Tax Credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the redemption price shall include an additional amount payable to

the owners, as of the applicable Tax Credit Allowance Dates, of the Tax Credit Certificates for such Tax Credits equal to the amount of such Tax Credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service.

In the event that the ownership of the Tax Credit Certificates has been separated from the ownership of the Related Bonds and registered separately pursuant to the Paying Agent Agreement, the Tax Credit Certificates related to the redeemed Related Bonds shall be called for redemption in the same manner as the Related Bonds, and the redemption price shall be allocated to the Principal Components of the Related Bonds and the Tax Credit Certificates in the proportions set forth in the Table of Redemption Values for Tax Credits and Principal Strips attached hereto as Schedule I.

The District and the County hereby certify and declare that all acts, conditions and things required by law to be done or performed precedent to and in the execution and delivery of this Tax Credit Certificate have been done and performed in strict conformity with the laws authorizing the execution and delivery of this Tax Credit Certificate; and that this Tax Credit Certificate is in substantially the form prescribed by order of the Board of Supervisors duly made and entered on its minutes.

The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Related Bonds to not be qualified school construction bonds under Section 54F of the Code. Without limiting the generality of the forgoing, the Issuer shall comply with the instructions and requirements of the Tax Certificate of the District (the "Tax Certificate"). Notwithstanding any provisions of this paragraph, if the District shall provide to the County an opinion of Bond Counsel that any specified action required under the Tax Certificate is no longer required or that some further or different action is required in order for the Related Bonds to be qualified school construction bonds under Section 54F of the Code, the County may conclusively rely on such opinion in complying with the requirements of this paragraph and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

This Certificate shall not be entitled to any benefit or be valid for any purpose unless signed by manual or facsimile signature of an authorized signatory of the County and an authorized signatory of the District and authenticated by the manual signature of a duly authorized officer of the Paying Agent.

IN WITNESS WHEREOF the Board of Supervisors of the County of Contra Costa has caused this CERTIFICATE EVIDENCING TAX CREDIT ENTITLEMENT RELATED TO THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES _____, QUALIFIED SCHOOL CONSTRUCTION BOND (TAX CREDIT BOND), to be signed by the Treasurer-Tax Collector of the County and the Superintendent as of the date set forth above.

[specimen-not for signature]

Treasurer-Tax Collector
County of Contra Costa

[specimen-not for signature]

Superintendent
West Contra Costa Unified School District

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the CERTIFICATES EVIDENCING TAX CREDIT ENTITLEMENT RELATED TO THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-1, QUALIFIED SCHOOL CONSTRUCTION BOND (TAX CREDIT BOND), described in the within-mentioned Resolution and Paying Agent Agreement and authenticated and registered on December 1, 2009.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent/Registrar and
Transfer Agent

[specimen-not for signature]

Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

SCHEDULE I

TABLE OF REDEMPTION VALUES FOR TAX CREDITS AND PRINCIPAL STRIPS

APPENDIX B

FORM OF TAX CREDIT STRIP REQUEST

To: [via email] _____@bnymellon.com

Re: Certificates Evidencing Tax Credit Entitlement related to the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series _____, Qualified School Construction Bonds (Tax Credit Bonds)

The undersigned, _____, hereby certifies as follows:

1. I am the Registered Owner of (or, with respect to Book-Entry Bonds, the DTC Participant for) West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds) (the "Bonds"), in the principal amount set forth in the attached Schedule I hereto.

2. Pursuant to the provisions Article VI of that certain Paying Agent and Transfer Agent Agreement, dated as of _____ 1, 2009 (the "Agreement"), among West Contra Costa Unified School District, the County of Contra Costa, California, and The Bank of New York Mellon Trust Company, N.A., as paying and transfer agent (the "Paying Agent"), I hereby request the separation of the Tax Credit Certificates from the Bonds identified in Paragraph 1 above and direct the Paying Agent to take such necessary action in connection therewith as set forth in Article VI of the Agreement.

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. The form of this Tax Credit Strip Request may be modified or amended in the sole discretion of the Paying Agent.

Dated: _____.

By: _____

SCHEDULE I

IDENTIFICATION OF TAX CREDIT BONDS TO BE STRIPPED

Withdrawal:	Amount (dollars):	Participation Number:
Original CUSIP		
Deposits:		
Strip CUSIP		
TAX Credit Strips		

APPENDIX C

FORM OF TAX CREDIT CERTIFICATE EXPIRATION NOTICE TO DTC

To: The Depository Trust Company – via email only to: redemptionnotification@dtcc.com

Re: Certificates Evidencing Tax Credit Entitlement related to the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds)

Expiration/Total Redemption:

NOTICE IS HEREBY GIVEN that the amounts of Tax Credit Certificates identified below by the CUSIP number shall expire on _____ 15, 20__, the applicable Tax Credit Allowance Date, in full with no value.

<u>Expiration Date</u>	<u>Price:</u>	<u>Rate:</u>	<u>Amount:</u>	<u>CUSIP</u>
_____ 15, 20__	ZERO	ZERO	ZERO	_____

For purposes of DTC records, the expiration of the Tax Credit Certificates is considered a redemption of the securities, and the Tax Credit Certificates identified herein are being called for redemption at no principal amount or accrued interest. On the expiration date the position in this CUSIP must be cancelled. No further Tax Credits will be offered.

Dated: [45 days prior to Expiration Date/Tax Credit Allowance Date]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent

Authorized Representative

\$ _____
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-1
(Qualified School Construction Tax Credit Bonds)

\$ _____
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-2
(Tax-Exempt)

BOND PURCHASE CONTRACT

November __, 2009

Board of Supervisors
County of Contra Costa
Martinez, California

Board of Education
West Contra Costa Unified School District
Richmond, California

Ladies and Gentlemen:

The undersigned Piper Jaffray & Co., (the "Underwriter") offers to enter into this Bond Purchase Contract with the County of Contra Costa (the "County"), acting through its Treasurer-Tax Collector (the "County Treasurer"), and with the Board of Education of the West Contra Costa Unified School District (the "District"), acting through its Associate Superintendent, Business Services. The offer made hereby is subject to acceptance by the County and the District by execution and delivery of this Bond Purchase Contract (the "Purchase Contract") to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, but it shall be irrevocable until such time as it is sooner accepted or rejected by the County and the District. Upon acceptance of this offer by the County and the District in accordance with the terms hereof, this Purchase Contract will be binding upon the County and the District and upon the Underwriter. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the County Resolution described in Section 2 hereof.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, covenants and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the County for offering to the public, and the County hereby agrees, on behalf of the District, to sell to the Underwriter for such purpose, all (but not less than all) of (i) \$_____ aggregate principal amount of the District's General Obligation Bonds, Election of 2005, Series D-1 (Qualified School Construction Tax Credit Bonds) (the "Series D-1 Bonds") and (ii) \$_____ aggregate principal amount of the District's General Obligation Bonds, Election of 2005, Series D-2 (Tax-Exempt) (the "Series D-2 Bonds"). The Underwriter shall purchase the Series D-1 Bonds at a price of \$_____ (consisting of the aggregate principal amount of such Bonds of \$_____, [less underwriter's discount of \$_____, less a bond insurance premium of \$_____]). The Underwriter shall purchase the Series D-2 Bonds at a price of \$_____ (consisting of the aggregate principal amount of such Bonds of \$_____, plus original issue premium of \$_____, less underwriter's discount of \$_____, less a bond insurance premium of \$_____).

and less \$_____ of original issue premium to be retained by the Underwriter to pay costs of issuance, as provided in Section 10 hereof).

2. The Bonds. The Bonds shall be issued pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, and in accordance with Resolution No. __-_____ of the Board of Education of the District, adopted on November 4, 2009 (the "District Resolution"), and a Resolution No. 2009-_____ of the Board of Supervisors of the County, adopted on November __, 2009 (the "County Resolution"). The Bonds shall conform in all respects to the terms and provisions set forth in the County Resolution, and, with respect to the Series D-1 Bonds, in the Paying Agent Agreement, dated as of December 1, 2009, by and among the District, the County and The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent Agreement"), and in this Purchase Contract, including in Exhibit A hereto.

The Series D-1 Bonds are being issued as "qualified school construction bonds" as defined in Section 54F of the Internal Revenue Code of 1986, as amended (the "Code") and are comprised of a principal component (the "Principal Component") [including interest thereon,] and tax credit components (the "Tax Credit Components") evidenced by the Tax Credit Certificates associated with each Tax Credit Bond (the "Tax Credit Certificates"). The Series D-1 Bonds shall be dated the date of their delivery, and shall mature on August 1 in each of the year, in the principal amount, with the Tax Credit Rate, [and shall bear taxable interest at the rate], all as set forth in Exhibit A, which is incorporated herein by this reference. [Interest on the current interest Series D-1 Bonds shall be payable on February 1 and August 1 of each year, commencing February 1, 2010.]

The Series D-2 Bonds shall be issued in the Principal or Denominational Amounts, shall bear or accrete interest at the rates, shall mature in the years and shall be subject to redemption all as set forth in Exhibit A hereto. The Current Interest Bonds shall be dated the date of delivery thereof and shall be payable as to interest on each February 1 and August 1, commencing February 1, 2010. The Capital Appreciation Bonds shall accrete interest from the date of delivery thereof, compounded semiannually on February 1 and August 1, commencing on February 1, 2010, and shall be paid at maturity as shown in Exhibit A hereto.

The payment of principal of and interest (but not any prepayment premium) on the Bonds will be secured by a municipal bond insurance policy (the "Insurance Policy") to be issued simultaneously with the issuance of the Bonds by _____ ("Insurer").

The Bonds shall otherwise be as described in the Official Statement of the District with respect to the Bonds, dated November __, 2009 (the "Official Statement").

The Bonds shall be in full book-entry form. One fully registered certificate for each maturity of the Bonds which are current interest bonds and one fully registered certificate for each maturity of the Bonds which are capital appreciation bonds and convertible capital appreciation bonds will be prepared and delivered as described in Section 9 hereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, NY ("DTC"), and will be made available to the Underwriter for inspection at such place as may be mutually agreed to by the Underwriter and the District, not less than one (1) business day prior to the Closing Date, as defined in Section 9 hereof. The Underwriter shall order CUSIP identification numbers and the District shall cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto in the Bonds or in the Official Statement

shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Purchase Contract.

3. Offering. The Underwriter agrees to make a bona fide public offering of all the Bonds initially at the prices set forth in Exhibit A hereto. After such initial public offering, the Underwriter reserves the right to change such offering prices from time to time as it deems necessary. On or prior to the Closing Date, the Underwriter shall provide the District with information regarding the prices at which a representative portion of each maturity of the Bonds was sold to the public, in such form as the District and Bond Counsel may reasonably request, for purposes of determining the yield on the Bonds.

The County hereby ratifies, approves, and confirms the distribution of this Purchase Contract and the County Resolution and the Paying Agent Agreement, and the District hereby ratifies, approves, and confirms the distribution of this Purchase Contract and the Preliminary Official Statement of the District with respect to the Bonds, dated November __, 2009 (together with the appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto, the "Preliminary Official Statement"), in connection with the public offering and sale of the Bonds by the Underwriter.

The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement, and agrees that it will provide, consistent with the requirements of Municipal Securities Rulemaking Board ("MSRB") Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and to deliver a copy of the Official Statement to a national repository on or before the Closing Date, and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission ("Rule 15c2-12").

The Underwriter hereby agrees that prior to the time the final Official Statement is available, the Underwriter will send to any potential purchaser of the Bonds, upon request, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The District will deliver to the Underwriter within seven (7) business days from the date hereof, so many copies of the Official Statement of the District with respect to the Bonds as the Underwriter shall reasonably request, signed by an authorized District representative, dated as of the date hereof, substantially in the form of the Preliminary Official Statement with such changes thereto as shall be approved by the Underwriter, which approval shall not be unreasonably withheld.

4. Representations and Agreements of the County. The County represents to and agrees with the Underwriter that, as of the date hereof and as of the Closing Date:

(a) The County is a political subdivision duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The County is duly authorized and has full legal right, power and authority to issue, sell and deliver the Bonds on behalf of the District, pursuant to the direction of the District

contained in the District Resolution and the Paying Agent Agreement, and to provisions of the laws of the State of California.

(c) The County has full legal right, power and authority to enter into this Purchase Contract and the Paying Agent Agreement, to adopt the County Resolution and to observe and perform the covenants and agreements hereof and of the Paying Agent Agreement and the County Resolution to be observed and performed by the County.

(d) The County has duly adopted the County Resolution in accordance with the laws of the State; the County Resolution is in full force and effect and has not been amended, modified or rescinded and all representations of the County set forth in the County Resolution are true and correct on the date hereof; the County has duly authorized and approved the execution and delivery of the Bonds, the Paying Agent Agreement, and this Purchase Contract, and the observance and performance by the County through its officers and agents of its covenants and agreements contained in the Bonds, the Paying Agent Agreement, and this Purchase Contract required to have been observed or performed at or prior to the Closing Date; and the County has complied, and will at the Closing be in compliance in all respects, with the obligations in connection with the issuance of the Bonds on its part contained in this Purchase Contract, the Paying Agent Agreement, the County Resolution, and the Bonds.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date will not, and if supplemented or amended, as of the date of any such supplement or amendment will not, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. Representations and Agreements of the District. The District represents to and agrees with the Underwriter that, as of the date hereof and as of the Closing Date:

(a) The District is a school district duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The District has full legal right, power and authority to enter into this Purchase Contract and the Paying Agent Agreement, to adopt the District Resolution, and to observe and perform the covenants and agreements hereof, and of the the Paying Agent Agreement and the District Resolution to be observed and performed by the District.

(c) The District has duly adopted the District Resolution in accordance with the laws of the State; the District Resolution is in full force and effect and has not been amended, modified or rescinded, and all representations of the District set forth in the District Resolution are true and correct; the District has duly authorized and approved the execution and delivery of the Bonds, the Paying Agent Agreement, and this Purchase Contract, and the observance and performance by the District through its officers and agents of its covenants and agreements contained in the Bonds, the Paying Agent Agreement, and this Purchase Contract required to have been observed or performed at or prior to the Closing Date; and the District has complied, and will at the Closing be in compliance in all respects, with the obligations in connection with the issuance of the Bonds on its part contained in this Purchase Contract, the Paying Agent Agreement, the District Resolution, and the Bonds.

(d) The District represents to the Underwriter that the Preliminary Official Statement has been “deemed final” by the District as of its date within the meaning of paragraph (a)(2) of Rule 15c2-12, except for the omission of some or all of such information the omission of which is permitted under Rule 15c2-12.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date will not, and if supplemented or amended, as of the date of any such supplement or amendment will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; in each case excluding therefrom any information contained therein relating to DTC or its book-entry only system, information contained therein describing the County’s investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer-Tax Collector), information provided by the Underwriter concerning the reoffering of the Bonds and the information relating to the Insurer or the Insurance Policy to be issued thereby insuring payment on the [Bonds], as to all of which the District expresses no view. The District disclaims any obligation after the date of Closing to update the Preliminary Official Statement and the Official Statement.

(f) The District will undertake, pursuant to the District Resolution and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

(g) The District has, and has had, no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

6. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the County and the District that, as of the date hereof and as of the Closing Date:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the County and the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District or the County with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District’s undertaking pursuant to Sections 5(f) and 7(a)(11) hereof to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with Rule 15c2-12.

7. Conditions to Closing. (a) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds, the District will provide to the Underwriter:

(1) a certificate, signed by an official of the District, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best knowledge of said official, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition or affairs of the District which would make it unreasonable for the Underwriter of the Bonds to rely upon the Official Statement in connection with the resale of the Bonds, excluding in each case any information contained in the Official Statement relating to DTC or its book-entry only system, information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer-Tax Collector), information provided by the Underwriter concerning the reoffering of the Bonds and the information relating to the Insurer or the Insurance Policy to be issued thereby insuring payment on the [Bonds].

(2) a certificate, signed by an official of the County, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best knowledge of said official, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County), contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(3) a certificate or certificates, signed by appropriate officials of the District or the County or both, confirming to the Underwriter that, as of the date of this Purchase Contract and at the time of Closing, to the best knowledge of said official or officials, there is no litigation pending concerning the validity of the Bonds, the legal existence of the District or the County, or the entitlement of the officers of the County who have signed the Bonds, or the entitlement of the officers of the District who have signed the various certificates and agreements of the District relating to the issuance and sale of Bonds, to their respective offices.

(4) a certificate or certificates, signed by an official of the District, confirming to the Underwriter that as of the Closing Date all of the representations of the District contained in this Purchase Contract are true, and that the District Resolution is in full force and effect and has not been amended, modified or rescinded.

(5) a certificate or certificates, signed by an official of the County, confirming to the Underwriter that as of the Closing Date all of the representations of the County contained in this Purchase Contract are true, and that the County Resolution is in full force and effect and has not been amended, modified or rescinded.

(6) the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel with respect to the issuance of the Bonds ("Bond Counsel"), addressed to the District, approving the validity of the Bonds, substantially in the form set forth as Appendix __ to the Official Statement.

(7) a supplemental opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter, to the effect that the statements contained in the Official Statement in the sections entitled “INTRODUCTION – Tax Matters,” “THE BONDS” (except under the headings “Investment of Bond Proceeds,” “Estimated Sources and Uses of Funds,” “Semiannual Debt Payments” and “Book-Entry Only System”), “TAX MATTERS,” and “APPENDIX __ – FORMS OF FINAL OPINION OF BOND COUNSEL,” excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements expressly summarize certain provisions of the District Resolution, the County Resolution and the Paying Agent Agreement, and the form and content of the opinion of Bond Counsel, are accurate in all material respects.

(8) the opinion of GCR LLP, Disclosure Counsel with respect to the issuance of the Bonds (“Disclosure Counsel”) to the District, in form satisfactory to the District and the Underwriter, dated the date of Closing and addressed to the District and the Underwriter.

(9) the duly executed Tax Certificate of the District, dated the date of Closing, in form satisfactory to Bond Counsel.

(10) the receipt of the County Treasurer-Tax Collector confirming payment by the Underwriter of the Purchase Price of the Bonds.

(11) the Continuing Disclosure Certificate of the District, in substantially the form attached to the Preliminary Official Statement.

(12) the letters of Moody’s Investors Service (“Moody’s), Fitch Ratings (“Fitch”), and Standard & Poor’s Ratings Service (“S&P”) to the effect that such rating agencies have rated the Bonds “___,” “___,” and “___,” respectively (or such other equivalent rating as each such rating agencies may give) [based on the issuance of a municipal bond insurance policy with respect to the Bonds by the Insurer], and that each such rating has not been revoked or downgraded, and the letters of Moody’s, Fitch, and S&P to the effect that such rating agencies have provided underlying ratings on the Bonds of “___,” “___,” and “___,” respectively, which ratings are in full force and effect on the Closing Date.

(13) a certified copy of each of the adopted District Resolution and the adopted County Resolution.

(14) an executed copy of the Official Statement.

(15) an executed copy of this Purchase Contract.

(16) an executed copy of the Paying Agent Agreement, in form and substance satisfactory to the Underwriter.

(17) a certified copy of the municipal bond insurance policy issued by the Insurer with respect to the [Bonds], the tax certificate representations of the Insurer, and an opinion of counsel to the Insurer regarding the enforceability of such policy and the accuracy of the information contained in the Official Statement under the caption “Bond Insurance,” in form reasonably satisfactory to the District, Bond Counsel and the Representative.

(18) a certificate of the Insurer with respect to the Bonds, dated the Closing Date, signed by an authorized officer of said insurer, that (i) the information contained under the caption "BOND INSURANCE" in the Official Statement does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (ii) the specimen of the bond insurance policy contained in Appendix F to the Official Statement is a true and correct specimen of the policy being issued by said insurer of the Bonds.

(19) evidence that the District has received an allocation of Qualified School Construction Bond authority for calendar year 2009 pursuant to Section 54A of the Code in an amount at least equal to the principal amount of the Bonds.

(20) such additional legal opinions, certificates, proceedings, instruments, and other documents as Bond Counsel or the Underwriter may reasonably request in order to evidence compliance (A) by the District or the County with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the representations of the District and the County contained herein and in the Paying Agent Agreement or in the Official Statement, and (C) the due performance or satisfaction by the District and the County at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by such parties.

(b) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the Purchase Price thereof, the Underwriter will provide to the District:

(1) the receipt of the Underwriter, in form satisfactory to the District and the County and signed by an authorized officer of the Underwriter, confirming delivery of the Bonds to the Underwriter and the satisfaction of all conditions and terms of this Purchase Contract by the District and the County, respectively, and confirming to the District and the County that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Contract are true and correct in all material respects.

(2) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Bonds have been reoffered to the public, as described in Section 3 hereof.

8. Termination. (a) By District or County. In the event of the District's failure to cause the Bonds to be delivered at the Closing, or inability of the District or the County to satisfy the conditions to the obligations of the Underwriter contained herein (unless waived by the Underwriter), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate.

(b) By Underwriter.

(1) Excused. The Underwriter may terminate this Purchase Contract, without any liability therefor, by notification to the District and the County if as of the Closing Date any of the following shall have had a material adverse effect on the marketability or market price of the Bonds, in the reasonable opinion of the Underwriter, upon consultation with the District and the County:

(A) There shall have occurred and be continuing the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California;

(B) There shall be in force a general suspension of trading or other material restrictions not in force as of the date hereof on the New York Stock Exchange or other national securities exchange;

(C) Legislation shall have been enacted by the Congress of the United States, or passed by and still pending before either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to and still pending before either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, with respect to federal taxation of interest received on securities of the general character of the Bonds (exclusive of the Build America Bonds), or legislation shall have been enacted by the State of California which renders interest on the Bonds not exempt from State of California personal income taxes;

(D) The formal declaration of war by Congress or a major escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national emergency that interrupts or causes disorder to the operation of the financial markets in the United States.

(E) Legislation shall have been enacted, or a decision of a court of the United States shall have been rendered or any action shall have been taken by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the County Resolution or the Paying Agent Agreement to be qualified under the Trust Indenture Act of 1939, as amended; or

(F) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose and there shall be in effect, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, underwriters.

(2) Unexcused. In the event the Underwriter shall fail (other than for a reason permitted by this Purchase Contract) to pay for the Bonds upon tender of the Bonds at the Closing, the Underwriter shall have no right in or to the Bonds.

9. Closing. At or before 9:00 a.m., California time, December __, 2009, or at such other date and time as shall have been mutually agreed upon by the County, the District, and the Underwriter (the "Closing Date"), the District will deliver or cause to be delivered to the Underwriter the Bonds in book-entry form duly executed by the County, together with the other documents described in Section 7(a) hereof; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds as set forth in Section 1 hereof in immediately available funds by federal funds

wire, in an aggregate amount equal to such Purchase Price, plus accrued interest, if any, on the Bonds from the date thereof to the date of such payment, and shall deliver to the District the other documents described in Section 7(b) hereof, as well as any other documents or certificates Bond Counsel shall reasonably require.

Payment for the delivery of the Bonds as described herein shall be made at the offices of The Bank of New York Mellon Trust Company, N.A. in San Francisco, California, or at such other place as shall have been mutually agreed upon by the County and the Underwriter. The Bonds will be delivered through the facilities of DTC in New York, New York, or at such other place as shall have been mutually agreed upon by the County, the District, and the Underwriter. All other documents to be delivered in connection with the delivery of the Bonds shall be delivered at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California. Such payment and delivery is herein called the “Closing” and the date thereof the “Closing Date”.

10. Expenses. (a) The Underwriter shall pay costs of issuance of the Bonds in an amount not to exceed \$ _____, which may include any of the following: (i) the cost of the preparation and reproduction of the District Resolution and the County Resolution; (ii) the fees and disbursements of the District’s financial advisor with respect to the Bonds; (iii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iv) the costs of the preparation, printing and delivery of the Bonds; (v) the costs of the preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto in the quantity requested by the Underwriter in accordance herewith; (vi) initial rating fees of Moody’s, Fitch and S&P; and (vii) fees and expenses of the Paying Agent for the Bonds. The Underwriter shall also pay the premium of the municipal bond insurance policy for the [Bonds] directly to the bond insurer in the amount of \$ _____. Any such costs or other District expenses in excess of the stated amounts shall be the responsibility of the District.

(b) All other costs and expenses incurred by the Underwriter as a result of or in connection with the purchase of the Bonds and their public offering and distribution shall be borne by the Underwriter, including, but not limited to (i) clearing house fees; (ii) DTC fees; (iii) CUSIP fees; (iv) fees required to be paid to the California Debt and Investment Advisory Commission (“CDIAC”); (v) fees required to be paid to The Securities Industry and Financial Markets Association (SIFMA); (vi) MSRB fees; (vii) costs or fees of qualifying the Bonds for offer and sale in various states chosen by the Underwriter and the costs or fees of preparing Blue Sky or legal investment memoranda to be used in connection therewith; and (viii) fees of any counsel to the Underwriter.

11. Notices. Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the introductory paragraph hereof) may be given to by delivering the same in writing to any party at the respective addresses given below, or such other address as the District, the County or the Underwriter may designate by notice to the other parties.

To the District: West Contra Costa Unified School District
1108 Bissel Avenue
Richmond, CA 94801
Attn: Associate Superintendent for Business Services

To the County: County of Contra Costa
625 Court Street, Room 100-102
Martinez, CA 94553
Attn: Treasurer-Tax Collector

To the Underwriter: Piper Jaffray & Co.
345 California Street, Suite 2400
San Francisco, CA 94104
Attn: Jeffrey A. Baratta

12. Governing Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

13. Parties in Interest. This Purchase Contract when accepted by the County and the District in writing as heretofore specified shall constitute the entire agreement among the County, the District, and the Underwriter, and is solely for the benefit of the County, the District, and the Underwriter (including the successors or assigns thereof). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Purchase Contract of each of the parties hereto shall remain operative and in full force and effect, regardless of (a) delivery of and payment for the Bonds hereunder, or (b) any termination of this Purchase Contract.

14. Headings. The headings of the paragraphs and sections of this Purchase Contract are inserted for convenience of reference only and shall not be deemed to be a part hereof.

15. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Superintendent of the District or authorized delegate and by the County Treasurer-Tax Collector or authorized deputy, and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

Respectfully submitted,

PIPER JAFFRAY & CO.,

By: _____
Authorized Officer

Accepted: November __, 2009

WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT

Time: _____ p.m.

By: _____
Associate Superintendent, Business Services

Accepted: November __, 2009

COUNTY OF CONTRA COSTA

Time: _____ p.m.

By: _____
County Treasurer

EXHIBIT A

\$ _____
 WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
 GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-1
 (Qualified School Construction Tax Credit Bonds)

\$ _____
 WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
 GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-2
 (Tax-Exempt)

MATURITY SCHEDULE

\$ _____
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-1
(Qualified School Construction Tax Credit Bonds)

<u>Maturity</u>	<u>Principal Amount</u>	<u>Tax Credit Rate</u>	<u>[Interest Rate]</u>
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\$ _____
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-2
(Tax-Exempt)

\$ _____ **Current Interest Serial Bonds**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
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\$ _____ % **Current Interest Term Bonds due August 1, 20__** Yielding _____ %⁽¹⁾

\$ _____ **Capital Appreciation Bonds**

<u>Maturity</u>	<u>Denominational Amount</u>	<u>Accretion Rate</u>	<u>Reoffering Yield</u>	<u>Maturity Value</u>
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⁽¹⁾ Yield to call at par on August 1, 20__.

TERMS OF REDEMPTION

Series D-1 Bonds

The Series D-1 Bonds are not subject to optional or mandatory sinking fund redemption prior to their stated maturity.

The Series D-1 Bonds are subject to extraordinary mandatory redemption, in whole or in part, on _____ 15, 20__, or, in the event of an extension negotiated with the IRS, on or after _____ 16, 20__ and before _____ 15, 20__, in authorized denominations, and on a tax credit

redemption date, at a redemption price equal to the principal amount of the Series D-1 Bonds called for redemption, in an amount equal to the unexpended proceeds of the sale of the Series D-1 Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Series D-1 Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the IRS.

Upon a Determination of Loss of Qualified School Construction Bond Status (as defined below) the Series D-1 Bonds are subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole, on the date designated by the District, which date shall be a date on or prior to the January 15 following the next succeeding August 1 after a Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the Series D-1 Bonds to be redeemed, plus, (ii) if the Redemption Premium is a positive number, the Redemption Premium, plus (iii) accrued interest on (i) (calculated at the Tax Credit Rate) from the last Tax Credit Date immediately preceding the redemption date to the date of redemption.

In addition, in the event that any Tax Credits previously recognized by Owners are determined to be ineligible as Tax Credits as a result of the loss of status of the Series D-1 Bonds as Qualified School Construction Bonds under the Code, the redemption price shall include an additional amount equal to the amount of such Tax Credits, plus interest thereon from the date of such Tax Credits to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service. The registration books maintained by the Paying Agent shall be utilized to determine the Owners which are entitled to payment of the amounts described in this paragraph.

In the event that the ownership of the Tax Credit Certificates affixed to the Series D-1 Bonds has been separated from the ownership of the Series D-1 Bonds and registered separately, the Tax Credit Strips related to the redeemed Principal Strips will be called for redemption in the same manner as the Series D-1 Bonds pursuant to the foregoing, and the redemption price therefor will be allocated to the Principal Strips and the Tax Credit Strips in the proportions and values set forth in the [Table Of Redemption Values] attached to the Series D-1 Bonds.

The term “Date of Loss of Qualified School Construction Bond Status” means the date specified in a Determination of Loss of Qualified School Construction Bond Status as the date from and after which the Series D-1 Bonds lost their status, or failed to qualify, as Qualified School Construction Bonds as a result of an Accountable Event of Loss of Qualified School Construction Bond Status, which date could be as early as the date of issuance of the Series D-1 Bonds.

The term “Determination of Loss of Qualified School Construction Bond Status” means (a) a final determination by the IRS (after the District has exhausted all administrative appeal remedies) determining that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status, or (b) a non-appealable holding by a court of competent jurisdiction holding that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status.

The term “Accountable Event of Loss of Qualified School Construction Bond Status” means (a) any act or any failure to act on the part of the District or the County, which act or failure to act is a breach of a covenant or agreement of the District or the County contained in the District Resolution, the County Resolution, the Paying Agent Agreement, the Tax Certificate respecting the

issuance of the Series D-1 Bonds, or the Series D-1 Bonds and which act or failure to act causes the Series D-1 Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds, or (b) the making by the District or the County of any representation contained in the District Resolution, the County Resolution, the Paying Agent Agreement, the Tax Certificate or the Series D-1 Bonds, which representation was untrue when made and the untruth of which representation at such time causes the Series D-1 Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds under the Code.

“Redemption Premium” means, as calculated by the District (or, at the District’s option, its Designated Investment Banker), the greater of (x) zero and (y)(a) the sum of the present values of the remaining scheduled payments of principal of and Tax Credits related to the Series D-1 Bonds to be so redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of 12 months of 30 days each) at a rate per annum equal to the Treasury Rate, minus (b) the principal amount of the Series D-1 Bonds to be so redeemed.

For the purpose of determining the Treasury Rate, the following definitions apply:

“Treasury Rate” means the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

“Comparable Treasury Issue” means the U.S. Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life, as of the redemption date, of the Series D-1 Bonds to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life, as of the redemption date, of the Series D-1 Bond to be redeemed.

“Comparable Treasury Price” means (a) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations, the average of such quotations for the date on which such Series D-1 Bonds are to be redeemed, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

“Designated Investment Banker” means one of the Reference Treasury Dealers designated by the District.

“Reference Treasury Dealer” means the original Underwriter of the Series D-1 Bonds, its successors and other firms, as specified by the District from time to time, that are primary U.S. government securities dealers in the City of New York, New York; provided, however, that if any such firm ceases to be such a primary treasury dealer, the District will substitute another primary treasury dealer for such firm.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30

p.m., New York City time, on the third business day preceding the date on which such Series D-1 Bonds are to be redeemed.

Series D-2 Bonds

Optional Redemption. The Series D-2 Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Series D-2 Current Interest Bonds maturing on or after August 1, 20__ may be redeemed prior to their respective stated maturity dates at the option of the District, from any source of funds, on August 1, 20__ or on any date thereafter, as a whole or in part, at a redemption price equal to the principal amount of the Series D-2 Current Interest Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption. The Series D-2 Current Interest Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

Redemption Date <u>(August 1)</u>	<u>Principal Amount</u>
Total	
<hr/>	
(1) Maturity.	

The Series D-2 Capital Appreciation Bonds are not subject to redemption prior to maturity.

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 46-0910**

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE WEST
CONTRA COSTA UNIFIED SCHOOL DISTRICT, CONTRA COSTA
COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF WEST
CONTRA COSTA UNIFIED SCHOOL DISTRICT, CONTRA COSTA
COUNTY, CALIFORNIA GENERAL OBLIGATION BONDS, ELECTION OF
2005, SERIES D.**

WHEREAS, a duly called election was held in the West Contra Costa Unified School District (the "District"), Contra Costa County (the "County"), State of California, on November 8, 2005 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$400,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, on May 17, 2006, the Board of Supervisors of the County issued on behalf of the District \$70,000,000 aggregate principal amount of a first series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series A" (the "Series A Bonds");

WHEREAS, on July 15, 2008, the Board of Supervisors of the County issued on behalf of the District \$120,000,000 aggregate principal amount of a second series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series B" (the "Series B Bonds");

WHEREAS, on September 3, 2009, the Board of Supervisors of the County issued on behalf of the District \$52,084,759.30 aggregate principal amount of a third series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) 2009 General Obligation Bonds, Election of 2005, Series C-1" (the "Series C-1 Bonds") and \$52,825,000 aggregate principal amount of a fourth series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) 2009 General Obligation Bonds, Election of 2005, Series C-2" (the "Series C-2 Bonds");

WHEREAS, at this time this Board of Education (the "Board") has determined that it is necessary and desirable to request the Board of Supervisors of the County to issue on behalf of the District one or more series of such bonds in an aggregate principal amount not-to-exceed \$30,000,000 to be styled as the "West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series D," or such other designation or designations as are specified in the Purchase Contract for the Bonds (defined below) (the "Bonds");

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more series of taxable or tax-exempt bonds, and further as any combination of current interest bonds, capital appreciation bonds, or convertible capital appreciation bonds;

WHEREAS, the American Reinvestment and Recovery Act of 2009 (“ARRA”) grants a national allocation of \$11 billion to provide for the issuance of qualified school construction tax credit bonds (“QSC Bonds”) to provide financing for the construction, reconstruction and repair of public school facilities, in accordance with the qualified tax credit bond program found in Section 54A of the Internal Revenue Code of 1986, as amended (the “Code”),

WHEREAS, this Board has adopted a resolution authorizing District officials to submit an application requesting that a portion of said national allocation be granted to the District (the “District Allocation”);

WHEREAS, the District received a District Allocation in the amount of \$25,000,000 at the lottery held by the California Department of Education on August 25, 2009;

WHEREAS, this Board desires to authorize the issuance of all or a portion of the Bonds as QSC Bonds;

WHEREAS, this Board desires that the County Board issue the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506 *et seq.*) and that the County Board sell the Bonds on behalf of the District pursuant to Section 15140 and Section 15146 of the California Education Code;

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AS FOLLOWS:

SECTION 1. Purpose; Authorization. The proceeds from the Bonds will be used to finance specific construction and modernization projects listed in the ballot for the Authorization. This Board hereby petitions the County Board to authorize the issuance of the Bonds and to order such Bonds sold at either a public offering or on a private placement and at a negotiated sale, such that the Bonds shall be dated as of a date to be determined by said County Board, shall bear interest at a rate not to exceed that authorized at the Election, and shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$30,000,000. This Board requests that the County Board issue the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506 *et seq.*) and that the County Board sell the Bonds on behalf of the District pursuant to Section 15140 and Section 15146 of the California Education Code.

This Board hereby authorizes the issuance of the Bonds as any combination of current interest bonds, capital appreciation bonds, and convertible capital appreciation bonds as set forth in the fully-executed Purchase Contract (defined herein), subject to the provisions of a resolution of the County Board relating to the Bonds (the “County Resolution”).

This Board further authorizes the issuance of a portion of the Bonds in an aggregate principal amount not-to-exceed \$25,000,000 as QSC Bonds.

SECTION 2. Paying Agent. This Board does hereby authorize the appointment of The Bank of New York Mellon Trust Company, N.A., as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Paying Agent”) for the Bonds. The District acknowledges that ongoing expenses and fees of the Paying Agent and all other fees and costs incurred in connection with the Bonds will be paid by the District.

SECTION 3. Tax Covenants.

(a) With respect to Bonds issued as tax-exempt bonds, the District hereby covenants with the holders of such Bonds that, notwithstanding any other provisions of this Resolution, it will (1) comply with all of the provisions of the County Resolution relating to the Rebate Fund (as defined therein) and perform all acts necessary to be performed by the District in connection therewith, and (2) make no use of the proceeds of the Bonds or of any other amounts, regardless of the source, or of any property or take any action, or refrain from taking any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

The District will not make any use of the proceeds of the Bonds or any other funds of the District, or take or omit to take any other action, that would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code or “federally guaranteed” within the meaning of Section 149(b) of the Code. To that end, so long as any Bonds are unpaid, the District, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Internal Revenue Code of 1986, as amended, to the extent such requirements are, at the time, applicable and in effect.

The District will not use or permit the use of its facilities or any portion thereof by any person other than a governmental unit as such term is used in Section 141 of the Code, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest paid on the Bonds. In furtherance of the foregoing tax covenants of this Section 3(a), the District covenants that it will comply with the instructions and requirements of that certain Tax Certificate to be executed and delivered by the District on the date of issuance of such tax-exempt Bonds, which is incorporated herein as if fully set forth herein. These covenants shall survive the payment in full or defeasance of the Bonds.

(b) With respect to Bonds issued as QSC Bonds, the District covenants that it will comply with the instructions and requirements of that certain Tax Certificate to be executed and delivered by the District on the date of issuance of such QSC Bonds, as applicable.

SECTION 4. Legislative Determinations. This Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds. This Board further finds and determines that as result of the issuance of the Bonds, the overall outstanding general obligation debt of the District will be amortized in a more level manner.

SECTION 5. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Clerk of the Board, is hereby approved and the Superintendent of the District (the "Superintendent"), the Associate Superintendent for Business Services of the District (the "Associate Superintendent") and the Executive Director of Business Services of the District (the "Executive Director"), or a designated deputy thereof (each, an "Authorized Officer"), each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter appointed in Section 11 hereof to be used in connection with the offering and sale of the Bonds. The Authorized Officers 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 and to execute and deliver to the Underwriter, a final Official Statement substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 6. Purchase Contract. The form of the purchase contract for the Bonds (the "Purchase Contract") among the District, the County and the Underwriter on file with the Clerk of the Board is hereby approved. In connection with the sale of the Bonds, the Board authorizes the Authorized Officers, each alone, on behalf of the District, to execute and deliver to the Underwriter a Purchase Contract for the Bonds, with such terms and conditions as may be acceptable to such official; provided, however, that the interest rate on the Bonds shall not exceed that authorized at the Election, the underwriting discount (excluding original discount) shall not exceed 1.0% of the aggregate principal amount of the Bonds issued, and the aggregate principal amount of the Bonds shall not exceed \$30,000,000. The Board hereby approves the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter and any such costs which the Underwriter agrees to pay pursuant to the Purchase Contract, will be as set forth in Exhibit A hereto.

SECTION 7. Paying Agent and Transfer Agent Agreement. The form of the Paying Agent and Transfer Agent Agreement for the QSC Bonds (the "QSC Bond Paying Agent Agreement") dated as of December 1, 2009 among the District, the Treasurer-Tax Collector of the County and the Paying Agent, on file with the Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed to execute and deliver the QSC Bonds Paying Agent Agreement in its final form, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof.

SECTION 8. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder 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. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 9. Indemnification of the County. The District shall defend, indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Bonds in accordance herewith and with the County Resolution. 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 10. Authorized Actions. Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

SECTION 11. Professional Services. The District hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California as Bond Counsel and Garcia Calderon Ruiz, LLP as Disclosure Counsel in connection with the issuance of the Bonds. The District also appoints Piper Jaffray & Co., San Francisco, California, as underwriter with respect to the Bonds (the “Underwriter”) and KNN Public Finance, Oakland, California, as Financial Advisor in connection with the issuance of the Bonds.

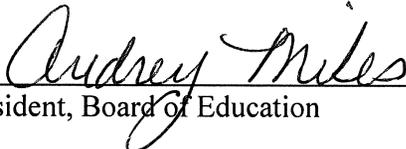
SECTION 11. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 14. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 4th day of November, 2009, by the following vote:

AYES: 5
NOES: 0
ABSENT: 0
ABSTENTIONS: 0

BOARD OF EDUCATION OF THE WEST
CONTRA COSTA UNIFIED SCHOOL DISTRICT

By: 
President, Board of Education

Attest:

By: 
Secretary, Board of Education

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, CALIFORNIA, AS FOLLOWS:

SECTION 1. Purpose of Bonds. The proceeds from the Bonds will be used to finance specific construction and modernization projects listed in the ballot for the Authorization The County Board hereby authorizes the issuance of the Bonds in the name of the District.

SECTION 2. Terms and Conditions of Sale. The Treasurer, as defined below, is hereby authorized to negotiate the sale of the Bonds in consultation with the District's Superintendent (the "Superintendent"), the Associate Superintendent for Business Services of the District (the "Associate Superintendent") or the Executive Director of Business Services of the District (the "Executive Director"). The Bonds shall be issued and sold pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, Section 15140 and Section 15146 of the California Education Code and pursuant to the terms and conditions set forth in the form of Purchase Contract, as described below.

SECTION 3. Approval of Purchase Contract. The form of a Purchase Contract (the "Purchase Contract") by and among the County, the District and the Underwriter, for the purchase and sale of the Bonds, substantially in the form presented at this meeting, is hereby approved and the Treasurer and Tax Collector of the County or any authorized designee thereof (the "Treasurer") is hereby authorized to execute and deliver the Purchase Contract, and either the Superintendent, the Associate Superintendent, the Executive Director or a designated deputy thereof is hereby requested to acknowledge the execution of such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Treasurer may approve, such approval to be conclusively evidenced by his execution and delivery thereof; provided, however, that the maximum interest rate on the Bonds shall not exceed that authorized at the Election and the underwriting discount thereon, excluding original issue discount and reimbursable expenses and costs of issuance paid by the Underwriter, shall not exceed 1.0% of the aggregate principal amount of Bonds issued. The Treasurer is further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the County Board up to \$30,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 4. Approval of Paying Agent and Transfer Agent Agreement. The form of a Paying Agent and Transfer Agent Agreement for the QSC Bonds (the "QSC Bond Paying Agent Agreement") by and among the County, the District and the Paying Agent, substantially in the form presented at this meeting, is hereby approved and the Treasurer and Tax Collector of the County or any authorized designee thereof (the "Treasurer") is hereby authorized to execute and deliver the QSC Bond Paying Agent Agreement, and either the Superintendent, the Associate Superintendent, Executive Director or the designated deputy thereof is hereby requested to acknowledge the execution of such QSC Bond Paying Agent Agreement, with such changes therein, deletions therefrom and modifications thereto as the Treasurer may approve, such approval to be conclusively evidenced by his execution and delivery thereof.

SECTION 5 Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) "Accreted Interest" means, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds, the Accreted Value thereof minus the Principal Amount thereof as of the date of calculation.

(b) **“Accreted Value”** means, as of the date of calculation, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date, the Principal Amount thereof plus Accreted Interest thereon to such date of calculation, compounded semiannually on each August 1 and February 1, commencing on February 1, 2010 (unless otherwise provided in the Purchase Contract) at the stated Accretion Rate thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of 12 30-day months.

(c) **“Accretion Rate”** means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Principal Amount of a Capital Appreciation Bond or a Convertible Capital Appreciation Bond, and compounded semiannually on each February 1 and August 1 (commencing on February 1, 2010), produces the Maturity Value on the maturity date (with respect to Capital Appreciation Bonds) and the Conversion Value on the Conversion Date (with respect to Convertible Capital Appreciation Bonds).

(d) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal, Conversion Value and Maturity Value of and interest on the Bonds.

(e) **“Bond Payment Date”** means (unless otherwise provided by the Purchase Contract), with respect to the Current Interest Bonds, February 1 and August 1 of each year commencing February 1, 2010 with respect to interest payments thereon and August 1 of each year commencing August 1, 2010 with respect to principal payments thereof, and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

(f) **“Capital Appreciation Bonds”** means the Bonds the interest component of which is compounded semiannually on each February 1 and August 1 (commencing on February 1, 2010) to maturity as shown in the table of Accreted Value for such Bonds in the Official Statement.

(g) **“Chairman of the Board of Supervisors”** shall mean the Chair, Chairperson, or Chairman of the Board of Supervisors of the County of Contra Costa.

(h) **“Continuing Disclosure Certificate”** means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(i) **“Conversion Date”** means, with respect to Convertible Capital Appreciation Bonds, the date stated in the Purchase Contract as the date on which such Bonds, originally issued as Capital Appreciation Bonds, convert to Current Interest Bonds.

(j) **“Conversion Value”** means, with respect to Convertible Capital Appreciation Bonds, the Accreted Value as of the Conversion Date.

(k) **“Convertible Capital Appreciation Bonds”** means the Bonds which are originally issued as Capital Appreciation Bonds, but which convert to Current Interest Bonds on the Conversion Date.

(l) **“Current Interest Bonds”** means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(n) **“Depository”** means the securities depository acting as Depository pursuant to Section 6(c) hereof.

(m) **“DTC”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Bonds.

(n) **“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term **“Fair Market Value”** means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(o) **“Information Services”** means Financial Information, Inc.'s Financial Daily Called Bond Service; Mergent, Inc. Called Bond Department; or Standard & Poor's J. J. Kenny Information Services Called Bond Service.

(p) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(q) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(r) **“Non-AMT Bonds”** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code.

(s) **“Owner”** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 8 hereof.

(t) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(u) **“Paying Agent”** means the Treasurer and Tax Collector of the County of Contra Costa and his designated agent or his successor or assignee, acting in the capacity of paying agent, bond registrar, authenticating agent and transfer agent. As provided in Section 8 herein, Treasurer is authorized to contract with any third party to perform the services of Paying Agent under this Resolution.

(v) **“Permitted Investments”** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category by each rating agency then rating the Bonds, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the county investment pool maintained by the Treasurer, and (vi) State and Local Government Series Securities.

(w) **“Principal” or “Principal Amount”** means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond and Convertible Capital Appreciation Bonds, the initial principal amount thereof.

(x) **“Qualified Non-AMT Mutual Fund”** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(y) **“Qualified Permitted Investments”** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(z) **“QSC Bonds”** means those Bonds issued as qualified school construction tax credit bonds pursuant to ARRA.

(aa) **“Rating Agencies”** means Standard & Poor’s Rating Services and Moody’s Investor’s Services.

(bb) **“Record Date”** means, with respect to Current Interest Bonds, the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(cc) **“Securities Depositories”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(dd) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(ee) **“Tax-Exempt Bonds”** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(ff) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(gg) **“Transfer Amount”** means, (i) with respect to any Outstanding Current Interest Bond, the Principal Amount, (ii) with respect to any Outstanding Capital Appreciation Bond, the Maturity Value, and (iii) with respect to any Outstanding Convertible Capital Appreciation Bonds, the Conversion Value.

SECTION 6. Terms of the Bonds. (a) Denomination, Interest, Dated Dates. The Bonds shall be issued as Bonds registered as to both principal and interest, in the following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof, (ii) with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof, and (iii) with respect to Convertible Capital Appreciation Bonds, \$5,000 Conversion Value or any integral multiple thereof. The Bonds shall bear or accrete interest at a rate or rates such that the interest rate shall not exceed that authorized at the Election.

Each Current Interest Bond shall be dated their date of delivery (the “Dated Date”), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2010, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12 30-day months.

The Capital Appreciation Bonds shall mature in the years, shall be issued in aggregate Principal Amounts, shall have Accretion Rates and shall have denominational amounts per each \$5,000 in Maturity Value as shown in the Accreted Value Table attached to the Purchase Contract. The Convertible Capital Appreciation Bonds shall mature in the years, shall be issued in the aggregate Principal Amounts, shall have Accretion Rates and shall have denominational amounts per each \$5,000 in Conversion Value as shown in such Accreted Value Table; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value caused to be calculated by the District and approved by the Bond Insurer, if any, by application of the definition of Accreted Value set forth in Section 6 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond or Convertible Capital Appreciation Bond, as applicable.

The Convertible Capital Appreciation Bonds shall convert to Current Interest Bonds on the Conversion Date. During the period while the Convertible Capital Appreciation Bonds are in the form of Capital Appreciation Bonds, they will not bear interest but will accrete value through the Conversion Date. From and after the Conversion Date, the Convertible Capital Appreciation Bonds will bear interest as Current Interest Bonds, and such interest will accrue based upon the Conversion Value of such Bonds at the Conversion Date. No payment will be made to the Owners of Convertible Capital Appreciation Bonds on the Conversion Date.

To the extent that the Bonds are issued as QSC Bonds, such Bonds shall have, in addition to any applicable terms and provisions herein, such additional terms and provisions as may be set forth in the Purchase Contract or QSC Bonds Paying Agent Agreement.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or QSC Bonds Paying Agent Agreement.

(ii) Mandatory Redemption. Any Bonds sold as Term Bonds shall be subject to mandatory redemption as provided in the Purchase Contract or QSC Bonds Paying Agent Agreement.

(iii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent identified below, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that (A) the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof, (B) the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof, (C) and the portion of any Convertible Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Conversion Value thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to this Resolution, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed, the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the bond register.

(b) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid,

(ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories.

(c) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(v) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b)(i) and (ii) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the County and the District. All or any portion of a Bond purchased by the County or the District shall be cancelled by the Paying Agent.

(vii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Capital Appreciation Bond). The ownership of each such Bond shall be registered in the bond register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an owner as shown in the bond register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Principal, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the bond register as the absolute owner of such book-entry Bond for the purpose of payment of Accreted Value or Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Accreted Value or Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective owner, as shown in the bond register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Accreted Value or Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the bond register, shall receive a certificate evidencing the obligation to make payments of Accreted Value or Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the owners, as shown on the bond register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such bond register in the name of the Nominee, but shall be registered in whatever name or names the owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Bonds are held in book-entry and registered in the name of the Nominee, all payments with respect to Accreted Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in this Resolution as may be modified by the Purchase Contract. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository designated by the District, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which

the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Maturity Value, Conversion Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Maturity Value, Conversion Value or Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the owners of the Bonds.

SECTION 7. Execution of Bonds. The Bonds shall be executed by the Chairman of the Board of Supervisors of the County and the Treasurer by their manual or facsimile signatures and countersigned by the manual or facsimile signature of and the seal of the County affixed thereto by the Executive Officer-Clerk of the Board of Supervisors, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. This County Board does hereby appoint The Bank of New York Mellon Trust Company, N.A. to act as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Bonds.

So long as any of the Bonds remain outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the bond register shall be regarded as the

absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal or Accreted Value of and premium, if any, and interest on any Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the bond register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the County, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent, the County and the District satisfactory to the Paying Agent shall be given by the owner, the County, at the expense of the Bond owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the County and the Paying Agent.

If manual signatures on behalf of the County are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of exchanged or transferred Bonds, the County shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District and the County may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District and the County may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. As requested by the County, written reports of the

surrender and cancellation of Bonds shall be made to the District and the County by the Paying Agent. The cancelled Bonds shall be retained for two years, then destroyed by the Paying Agent.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th day of the month next preceding any Bond Payment Date or the 15th day preceding any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount, Conversion Value or Maturity Value of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and redemption premiums, if any, payable on the Current Interest Bonds and the Accreted Value and redemption premiums, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The interest, Accreted Value, Principal and premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.

[REMAINDER OF PAGE LEFT BLANK]

(Form of Current Interest Bond)

REGISTERED
NO.

REGISTERED
\$

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
(CONTRA COSTA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
 ___% per annum August 1, 20___ _____, 2009 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

The West Contra Costa Unified School District (the "District") in Contra Costa County, California (the "County"), for value received, promises to pay to the Registered Owner (as defined below) named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2010. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2010, in which event it shall bear interest from its Dated Date. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of \$_____ of bonds approved for the purpose of raising money for the purposes authorized by the voters of the District at the Election, as defined below; and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, in particular Chapter 1.5 of Part 10 of Division 1 of Title 1 (commencing with Section 15264 *et seq.*) of the California Education Code, the requisite 55% vote of the voters of the District cast at an election held on November 8, 2005 (the "Election"), upon the question of issuing bonds in the amount of

\$400,000,000, the resolution of the Board of Education of the District adopted on November 4, 2009 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on _____, 2009 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The bonds of this issue comprise (i) \$ _____ principal amount of Current Interest Bonds, of which this bond is a part (each, a "Current Interest Bond"), (ii) Capital Appreciation Bonds of which \$ _____ represents the principal amount and \$ _____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$ _____ represents the principal amount and \$ _____ represents the Conversion Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th day of the month next preceding either any Bond Payment Date or the 15th day preceding any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__, at a redemption price equal to 100% of the principal amount of the Current Interest Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

The Current Interest Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

Redemption Date (August 1)	<u>Principal Amount</u>
(1)	\$
TOTAL	\$
<hr/>	
⁽¹⁾ Maturity.	

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of Five Thousand Dollars (\$5,000) or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. the registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, the County of Contra Costa, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chairperson of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the County Board all as of the date stated above.

COUNTY OF CONTRA COSTA, CALIFORNIA

By: 
Chairperson of the Board of Supervisors

By: _____
Treasurer and Tax Collector

COUNTERSIGNED:


Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2009.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent

By: _____
Authorized Signatory



Contra
Costa
County

To: Board of Supervisors
From: Joe Valentine, Employment & Human Services Director
Date: November 10, 2009

Subject: Memorandum of Understanding with California State University, Sacramento

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a Memorandum of Understanding with California State University, Sacramento, to provide course instruction within the Bachelor of Arts degree requirements in Child Development: Early Development, Care and Education to Department staff at Department sites, for the period September 22, 2009 through June 30, 2012. (No County match)

FISCAL IMPACT:

None

BACKGROUND:

The purpose of this agreement is to provide Department staff the opportunity to meet Head Start regulation requirements about Bachelor of Arts degree attainment within the specified time frame. By providing Bachelor of Arts degree level courses at or near staff work sites, the staff and Department will better meet this requirement.

Approval of Memorandum of Understanding #MA090126 will allow staff to attend classes offered by California State University, Sacramento, at specified Department locations.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II
Supervisor
Mary N. Piepho, District III
Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: C. Youngblood
313-1712

cc:

BACKGROUND: (CONT'D)

The County will provide training space and a cohort of students while the University will provide on-site instructors and links to campus resources such as student services counselors and academic advisers.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 10, 2009

Subject: BOARD OF SUPERVISORS MEETING SCHEDULE FOR 2010 AND SCHEDULING OF SPECIAL EVENTS

RECOMMENDATION(S):

ADOPT the attached schedule of Board of Supervisors meetings for 2010 as revised by the Board on November 3, 2009, including the cancellation of those meetings at which it is anticipated that there will not be a quorum of Board members present, as well as noting the following special events that have been scheduled: the Board's Annual Reorganization on January 12, the Martin Luther King, Jr. Celebration on January 19, and the Cesar Chavez Commemorative Celebration on March 23.

FISCAL IMPACT:

None.

BACKGROUND:

Each year, the Board adopts a meeting schedule showing all regular meetings and any dates on which meetings must be canceled in anticipation that a quorum of the Board will not be present. The meetings planned for cancellation generally include those Tuesdays that fall in a week with a County holiday, the fifth Tuesday of a month, and Tuesdays that fall during those weeks in March, June, July, and November in which the annual policy and legislative meetings of the National Association of Counties (NACo) and the California State Association of Counties (CSAC) are held:

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **11/10/2009**

APPROVED AS
RECOMMENDED

OTHER

Clerks Notes:

2010 meeting schedule amended; see summary.

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: Katherine Sinclair, Deputy

Contact: JULIE ENEA
925-335-1077

cc:

BACKGROUND: (CONT'D)

Conference Dates Location

NACo Legislative Conference March 6-10 Washington, D.C.

NACo Annual Conference July 16-20 Reno, NV

CSAC Legislative Conference June 2-3 Sacramento, CA

CSAC Annual Meeting Nov 15-19 Riverside County, CA

We are recommending that the following four additional meetings be canceled in order to make the best use of Board member and staff resources during periods of lighter calendars: April 6, May 4, and August 17 and 24.

The 2010 meeting schedule, attached, has been prepared and is recommended for the Board's adoption. The schedule provides for 34 regular meetings and is coordinated with the Housing Authority Board of Commissioner meetings. The Housing Authority Executive Director will submit the Housing Authority 2010 meeting schedule to the Board of Commissioners in December.

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

CLERK'S ADDENDUM

The Board approved the 2010 meeting schedule with the following amendments: the March 16, 2010 meeting was canceled; March 9, 2010 was added as a meeting date; and the December 21, 2010 meeting was canceled.

ATTACHMENTS

2010 BOS Mtg Schedule

2010 BOARD OF SUPERVISORS MEETING SCHEDULE

POSSIBLE MEETING DATES (Tuesdays)	MEET OR CANCEL	SPECIAL EVENT
Jan 05	Cancel	New Year's Holiday
Jan 12	Meet	Annual Reorganizational
Jan 19	Meet	M. L. King Jr. Celebration
Jan 26	Meet	
Feb 02	Meet	
Feb 09	Meet	
Feb 16	Cancel	Presidents' Day
Feb 23	Meet	Housing Authority PM
Mar 02	Meet	
Mar 09	Cancel	NACo Legislative Conference, Mar 6-10, Wash, D. C.
Mar 16	Meet	
Mar 23	Meet	Cesar Chavez Celebration AM/Housing Authority PM
Mar 30	Cancel	Fifth Tuesday
Apr 06	Cancel	
Apr 13	Meet	
Apr 20	Meet	
Apr 27	Meet	Housing Authority PM
May 04	Cancel	Spring Break
May 11	Meet	
May 18	Meet	
May 25	Meet	Housing Authority PM
Jun 01	Cancel	Memorial Day/CSAC Leg Conference, June 2-3, Sacramento
Jun 08	Meet	
Jun 15	Meet	
Jun 22	Meet	Housing Authority PM
Jun 29	Cancel	Fifth Tuesday
Jul 06	Cancel	Independence Day
Jul 13	Meet	
Jul 20	Cancel	NACO Annual Conference, July 16-20, Reno NV
Jul 27	Meet	Housing Authority PM
Aug 03	Meet	
Aug 10	Meet	
Aug 17	Cancel	Summer Break
Aug 24	Cancel	Summer Break
Aug 31	Cancel	Fifth Tuesday
Sep 07	Cancel	Labor Day
Sep 14	Meet	
Sep 21	Meet	Housing Authority PM
Sep 28	Meet	
Oct 05	Meet	
Oct 12	Cancel	ATA on Monday
Oct 19	Meet	
Oct 26	Meet	Housing Authority PM
Nov 02	Meet	
Nov 09	Meet	Housing Authority PM/Veterans Day Celebration
Nov 16	Cancel	CSAC Annual Meeting, Nov 15-19, Riverside Co.
Nov 23	Meet	
Nov 30	Cancel	Fifth Tuesday
Dec 07	Meet	
Dec 14	Meet	Housing Authority PM
Dec 21	Meet	
Dec 28	Cancel	Christmas/New Year

Board adjourns to Housing Authority meeting at 1:00 p.m.

Special BOS Celebration



Contra
Costa
County

To:
From: Jim Kennedy, County Redevelopment Director
Date: November 10, 2009

Subject: BART Transit Village Agency Assistance Agreement – Second Amendment

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Redevelopment Director to execute a Second Amendment to the Agency Assistance Agreement between the Contra Costa County Redevelopment Agency and Pleasant Hill Transit Village Associates, LLC for implementation of the Transit Village Program at Contra Costa Centre.

FISCAL IMPACT:

No General Funds are involved. Redevelopment Agency funds have been budgeted for this purpose

BACKGROUND:

The Second Amendment to the Agency Assistance Agreement (the “Second Amendment”) involves the plan of finance for the Transit Village Program at Contra Costa Centre. The Second Amendment accomplishes the following:

- 1. BART Parking Garage – Completion of the BART patron parking structure resulted in costs exceeding previous estimates. The Second Amendment provides for the Agency to cover the initial \$400,000 of cost increase with the Developer covering costs thereafter. The recommended

<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Jimj Kennedy, 335-7225

cc:

BACKGROUND: (CONT'D)

action reprograms redevelopment funds previously designated for Placemaking Infrastructure (see Item 3 below);

2. 1250 Las Juntas Parking Lot Demolition – The BART patron temporary parking facility at 1250 Las Juntas Way was removed by the Developer when the new BART patron parking structure was placed in service in July, 2008. The Second Amendment provides for the Agency to reimburse the Developer for the demolition costs not to exceed \$175,000. The demolition of the parking lot improvements are a predevelopment cost for the future mixed-income housing project to be built on the site.

3. Placemaking Infrastructure – The Second Amendment reduces the cost of Placemaking infrastructure (parks, plazas, street furniture, upgraded pavers, etc.) by \$400,000 from \$7.6 million to \$7.2 million to reflect current cost estimates. The Second Amendment also provides for the Agency to fund up to \$2.75 million for additional public benefit projects such as the civic use, a bicycle station, and visual enhancements to the BART station façade.



Contra
Costa
County

To:
From: Jim Kennedy, County Redevelopment Director
Date: November 10, 2009

Subject: Authorize the Redevelopment Director to submit an application for the Senior Center Building in Rodeo to the Bay Area Air Quality Management District

RECOMMENDATION(S):

Approve and Authorize the Redevelopment Director to submit a Greenhouse Gas Reduction Grant Program application to the Bay Area Air Quality Management District (BAAQMD) for improvements to the Rodeo Senior Center Building (189 & 199 Parker Avenue).

FISCAL IMPACT:

None. No General Fund revenues are involved. Incidental costs for filing the application are covered by Agency administrative revenues.

BACKGROUND:

The Contra Costa County Redevelopment Agency plans to apply to the Bay Area Air Quality Management District (BAAQMD) Greenhouse Gas Reduction Grant Program for approximately \$200,000 for improvements to the Rodeo Senior Center Building (189 & 199 Parker Avenue). The BAAQMD established a Carbon Offset Account with approximately \$4 million dollars. The BAAQMD seeks proposals for energy efficiency and renewable energy projects in non-residential public, governmental buildings located in Rodeo, Crockett, Hercules, Pinole, and areas between these locations. The application deadline for this application is November 16, 2009.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/10/2009** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- A YE: John Gioia, District I Supervisor
Gayle B. Uilkema, District II Supervisor
Mary N. Piepho, District III Supervisor
Susan A. Bonilla, 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: November 10, 2009

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

By: June McHuen, Deputy

Contact: Vincent Manuel,
335-7232

cc:

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT: